

81-471 +  
16-1512

AMENDMENT  
to  
MASTER DEED AND BY-LAWS  
Establishing  
THE SUMMIT CONDOMINIUM  
PROPERTY REGIME

The undersigned being all of the Co-owners of The Summit Condominium Property Regime, hereby amend the Master Deed and By-Laws establishing said Regime by deleting the original text of each of the paragraphs or subparagraphs designated below in its entirety, and, in certain instances (set forth below) substituting therefor new paragraphs or subparagraphs, all as follows:

Paragraph 1A. "Declarant" shall mean The Villas Corporation, a Nebraska corporation, which has made and executed this Declaration, except that from and after February 1, 1974, and where material, "Declarant" shall mean or include The Summit Partnership, Ltd., a Nebraska limited partnership consisting of Gretchen Swanson Pullen, General Partner, and John J. Byrne, Limited Partner, said partnership having on such date succeeded to the interests of The Villas Corporation in "The Summit".

Paragraph 5E. Declarant Performs Functions. Until a date three years from the date of completion of construction of the Project (including Unit interiors) or until all Units have been sold by Declarant, whichever is sooner, the rights, duties and functions of the Board of Administrators shall at Declarant's option be exercised by Declarant.

Paragraph 14. Co-owner's Obligation to Repair. Except for those portions which the Board of Administrators is required to maintain and repair hereunder, if any, the maintenance of the interior of each Unit, together with its equipment and appurtenances, shall be done at the expense of the Owner of that Unit. Without limitation upon the foregoing, each Co-owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, Nutone food centers, ranges or ovens that may be in or which serve solely such Co-owner's Unit, but utility lines running to or from the Unit shall be repaired and maintained by the Board of Administrators.

The Board of Administrators and Manager shall not be responsible to the Co-owner for loss or damage by theft or otherwise of articles which may be stored by the Co-owner on the patio or in the garage or Unit.

The Co-owner shall promptly discharge any lien which may hereafter be filed against his Condominium by the Board of Administrators and shall otherwise abide by the provisions of Section 76-817 of the Condominium Property Act.

Paragraph 15. Prohibition Against Structural Changes by Co-owner. The Co-owner shall not, without first obtaining written consent of the Board of Administrators, make or permit to be made any structural alteration, improvement or addition to the exterior of the buildings or other Common Elements. The Co-owner shall do no act or any work that would impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all the Co-owners. The Co-owner shall not paint

or decorate any portion of the exterior of the buildings or other Common Elements or any portion of the patio fences or garages without first obtaining written consent of the Board of Administrators.

Paragraph 16A. No Co-owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the Co-owner and the Co-owner's family or the Co-owner's lessees or guests. Nothing herein shall be construed to prohibit the Declarant, or its agents or managers, from operating a realty office in any Unit until such time as all Units have been sold.

Paragraph 16D. Except for the limited purpose set forth in the last sentence of subparagraph A above, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, without the prior consent of the Board of Administrators and in no case will illuminated signs be permitted.

Paragraph 21B. Limitation on Sale or Lease and Right of First Refusal. Subparagraph B of Paragraph 21 shall be deleted in its entirety.

Paragraph 24E. Notification of Improvements in Excess of \$1,000. This Subparagraph shall be, and hereby is, deleted in its entirety.

Paragraph 32. Declarant is the owner of the following described property, to-wit:

That tract of real estate bounded and described as follows: Beginning at a point 988.0 feet North and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the south line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a westerly direction, along the south line of said Meadowbrook Addition, a distance of 851.75 feet to the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left in a southerly direction along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left, in an easterly direction, along a straight line a distance of 852.8 feet, thence left, in a northerly direction, parallel to the east line of said Section 16, a distance of 808.9 feet to the south line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less,

which property includes the Project and additional land. Declarant is developing The Summit in phases of which Phase I, of 30 units, is covered by this Declaration. Declarant reserves the right, and makes this Declaration conditioned upon such reservation, to add to the Project not more than 30 additional Units, to be located on that portion of the above described land not included in Phase I on the following conditions:

A. The additional Units shall be reasonably compatible with Units 1 to 30, but may vary in square footage.

B. The additional Units shall have the same rights in and to the Common Elements as do Units 1 to 30.

C. The additional Units shall be added to and become subject to this Declaration and be governed by all the terms and provisions hereof.

D. The value of each of the additional Units shall be at least the same as the value for Units 1 to 30 as set forth in Exhibit B to the original Master Deed and By-Laws. Each of the additional Units shall have only one (1) vote per Unit. The proportionate interest in the Common Elements of each of Units 1 to 30 shall be decreased to a fraction which has one as the numerator and the total number of Units (as increased to not more than 60) as the denominator.

E. Additional Units shall be added hereto by the execution and recording of a Supplement to this Declaration, listing and showing the additional Units and making them subject to the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 21 day of February, 1975.

Maudie P. Johnson  
Maudie P. Johnson, an unmarried widow  
(Owner of Unit #4)

John J. Byrne  
John J. Byrne

Phyllis E. Byrne  
Phyllis E. Byrne  
(Owners of Unit #5)

Charles E. Lakin  
Charles E. Lakin

Florence M. Lakin  
Florence M. Lakin  
(Owners of Unit #8)

BYRON REED COMPANY, INC.

ATTEST:  
J.C. West

By: Wanda Hike V.P.  
Title:  
(Owner of Unit #9)

Frank J. Bender  
Frank J. Bender

Marge M. Bender  
Marge M. Bender  
(Owners of Unit #12)

Morton A. Richards  
Morton A. Richards

Elaine Richards  
Elaine Richards  
(Equitable Owners of Unit #7)

THE SUMMIT PARTNERSHIP, LTD.

By: Gretchen Swanson Pullen  
Gretchen Swanson Pullen  
General Partner  
(Owner of all remaining Units)

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 11 day of February, 1975, before me, a Notary Public qualified for said county, personally came MAUDE P. JOHNSON, an unremarried widow, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and seal the day an year last above written.



DANIEL C. WEST  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
September 9, 1977

Daniel C. West  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 21 day of February, 1975, before me, a Notary Public qualified for said county, personally came JOHN J. BYRNE and PHYLLIS B. BYRNE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.



DANIEL C. WEST  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
September 9, 1977

Daniel C. West  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 13 day of February, 1975, before me, a Notary Public qualified for said county, personally came CHARLES E. LAKIN and FLORENCE M. LAKIN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.



DANIEL C. WEST  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
September 9, 1977

Daniel C. West  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 11 day of February, 1975, before me, a Notary Public qualified for said county, personally came Wanda Blake, V. Pres. of the BYRON REED COMPANY, INC., a corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and seal the day and year last above written.



DANIEL C. WEST  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
September 9, 1977

Daniel C. West  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS.

On this 21 day of February, 1975, before me, a Notary Public qualified for said county, personally came FRANK J. BENDER and MARGE M. BENDER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.



DANIEL C. WEST  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
September 9, 1977.

Daniel C. West  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS.

On this 12 day of February, 1975, before me, a Notary Public qualified for said county, personally came MORTON A. RICHARDS and ELAINE RICHARDS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.



DANIEL C. WEST  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
September 9, 1977.

Daniel C. West  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS.

On this 13 day of February, 1975, before me, a Notary Public qualified for said county, personally came GRETCHEN SWANSON PULLEN of The Summit Partnership, Ltd., a partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

Witness my hand and seal the day and year last above written.



DANIEL C. WEST  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
September 9, 1977.

Daniel C. West  
Notary Public

APPROVAL BY MORTGAGEE

The above Amendment to Master Deed and By-Laws is hereby approved this 11<sup>th</sup> day of February, 1975.

THE OMAHA NATIONAL BANK

By: Donald R. Sawyer  
Title: Vice President

ATTEST:

Daniel C. West

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 22-75  
14 DAY OF April 1975 AT 10:27 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS