800M 1770 PAGE 388 MAGIER DEED AND DECLARATION

THIS MASTER DEED AND DECLARATION made this 17th day of December, 1985 by HENT TREE JOINT VENTURE, a Nebraska partnership (herein called "Declarant"), for itself, its successors, grantees and assigns.

WITNESSETH

1. Purpose. The purpose of this Master Deed and Declaration is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-825 through 76-894, R.R.S. Nebraska (herein called "Uniform Condominium Act").

The definitions set forth in Section 76-827, R.R.S. Nebraska shall govern this Master Deed and Declaration.

- 2. Name. The name of the condominium is Bent Tree Condominium, a condominium.
- 3. <u>Association</u>. The Association which shall manage said condominium pursuant to Section 76-859 R.R.S. Nebraska et seq. is Bent Tree Homeowners Association, a Nebraska nonprofit corporation. All unit owners shall be members of the Association.
- 4. <u>Description</u>. The lands owned by the Declarant which are hereby submitted to the condominium regime are described as follows:

Block Sixteen (16) of Wear's West Pacific Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

5. <u>Boundaries and Units</u>. The condominium will consist of 14 buildings with a height of not more than two stories plus basement. The buildings will contain a total of 28 units which may only be used for residential purposes. The condominiums will also include automobile

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garages, parking areas, lawns and landscaping. The boundaries of each unit and identifying number are as more particularly described in the building plan which is attached hereto as Exhibit "A", incorporated herein by this reference.

6. Common Elements and Exterior Maintenance.

- (a) The common element of the condominium is Harney Plaza as delineated on Exhibit "A".
- (b) The exterior of the residences constructed within the unit boundaries, except exterior screening, window glass, storm doors, exterior decks, patios and doors including garage doors shall be maintained by the Association. The Association shall likewise provide trash removal, all lawn care including the installation, repair and operation of the lawn sprinkler system and snow removal for the condominium. The repair, maintenance and replacement of all other items within the unit boundaries but outside of the physical structure of the residence, such as air-conditioning compressor units, driveways, sanitary sewer, water and utility lines and the items included in the first sentence of this subparagraph (b) shall be the responsibility of the unit owner. The Association shall, at all reasonable times, have a limited easement for access within the unit boundaries for the purposes as hereinbefore stated.
- 7. Allocated Interests. Each unit shall have one vote in the Association and share in the expenses and the rights in the same percentage as said unit bears to the total number of condominium units.
- 8. <u>Declarant Control</u>. Declarant shall control the Association and may appoint and remove the officers and members of the Executive Board until the earlier of:
 - a) Sixty days after conveyance of 90% of the units which may be created to unit owners other than a declarant; or
 - b) Two years after declarant has ceased to offer units for sale in the ordinary course of business.

Not later than sixty days after conveyance of 25% of the units

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which may be created to unit owners other than a declarant, at least one member but not less than 25% of the members of the Executive Board shall be elected exclusively by unit owners other than the declarant. Not later than sixty days after conveyance of 50% of the units which may be created to unit owners other than a declarant, not less than 33 1/3% of the members of the Executive Board shall be elected exclusively by unit owners other than the declarant.

Not later than the termination of the period of declarant control, the unit owners shall elect an Executive Board of at least three members, at least a majority of whom shall be unit owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

9. Insurance, Damage and Liability. The Association shall insure the condominium and the association against risk, including tort liability, in the manner set forth in the Bylaws. Each policy shall be issued in the name of the association for the benefit of unit owners. The limits of coverage shall be established by resolution of the Executive Board. Premiums for such insurance shall be a common expense. Any damage to the condominium caused by fire or other casualty shall be promptly repaired by the association in the manner set forth in the Bylaws, unless (1) the condominium is terminated; (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (3) 80% of the votes in the association, including the votes of every unit which will be rebuilt vote not to

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rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium; (2) the insurance proceeds attributable

units or the lienholders, as their interests may appear, and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the allocated interests of all the units. If the unit owners vote not to rebuild any unit, that unit's allocated interest shall be automatically reallocated. Any tort liability arising from the use of common elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to their allocated interests.

covenants, conditions and Restrictions. The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any owner through foreclosure, emforcement of any lien or otherwise:

- a) Bent Tree Homeowners Association, a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium pursuant to Section 76-859 R.R.S. Nebraska 1943 et seq.. Each owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium regime.
- b) The common elements are for the use and enjoyment of all conners. The corrarship of the common elements shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements and all owners and users shall be bound thereby. The association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance to the common elements and its areas of responsibility as set forth in paragraph 6(b). The share of an owner in the common elements is appurtenant to his unit and inseparable from unit comership. Assessments against owners for insurance, common element and paragraph 6(b) expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal contract rate from due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the owner's interest in his unit and in the property, and upon the recording of such lien by the association in the Register of Deeds of the county wherein the condominium is located, such amount shall constitute a lien preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments.
- c) Each owner shall be responsible:
 - 1. To maintain, repair and replace at his expense all portions of his unit which are not the responsibility of the Association as set forth in Paragraph 6(b).
 - To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit building unless approved by the Association in writing.
 - 3. To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

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- d) Each unit shall be used and occupied only by one family, its servants and quests as a residence and for no other purpose. No unit may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the change in the units to be subdivided.
- e) No practice or use shall be permitted on the condominium property or in any unit which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the unit shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.
- f) No owner may sell or lease his unit or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or leases and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon a unit.
- g) Unless a greater number is required by law, owners representing two-thirds or more of the votes in the Association may at any time in writing duly acknowledged and recorded effect an amendment to the By-Laws of said condominium; and unless a greater number is required by law, owners representing three-fourths or more of the units which may be created may at any time in writing duly acknowledged and recorded effect any alteration, deletion or amendment to this Master Deed; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.
- h) This condominium regime may be terminated or waived by written agreement of owners representing eighty (80%) percent or more of the units which may be created and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the partition of any owner; but if owners representing eighty (80%) percent of the units which may be created agree in writing to sell or otherwise dispose of the condominium property, then all owners shall be bound to execute such deeds or other documents reasonably necessary to effectuate such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order

to permit completion of such sale or disposition. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by owners representing one hundred (100%) percent of the units which may be created and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision in the By-laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

- i) No owner may keep more than one (1) domestic dog or cat and such pet may not be kept outside of the unit for any extended period of time. In addition, any such pet will be subject to restrictions, exclusions and special assessments as may be determined by the association from time to time. All garage doors must remain closed at all times except when cars garage coors must remain crossed at all classes are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the association. Outside use or storage of barbacue grills will be association. subject to regulation, restriction or exclusion by the association. Automobile parking will be subject to regulation and restriction by the association.
- j) All notices required hereby shall be in writing and sent by certified or registered mail—return receipt requested.
 - 1. To an owner at his last known address on the books of the Association.
 - 2. To the condominium or the Association at registered office of the Association.
- k) Declarant reserves the right to use any units owned by it as a model home and as sales closing facilities until completion of sales of all units to be constructed by Declarant within this Condominium Regime.

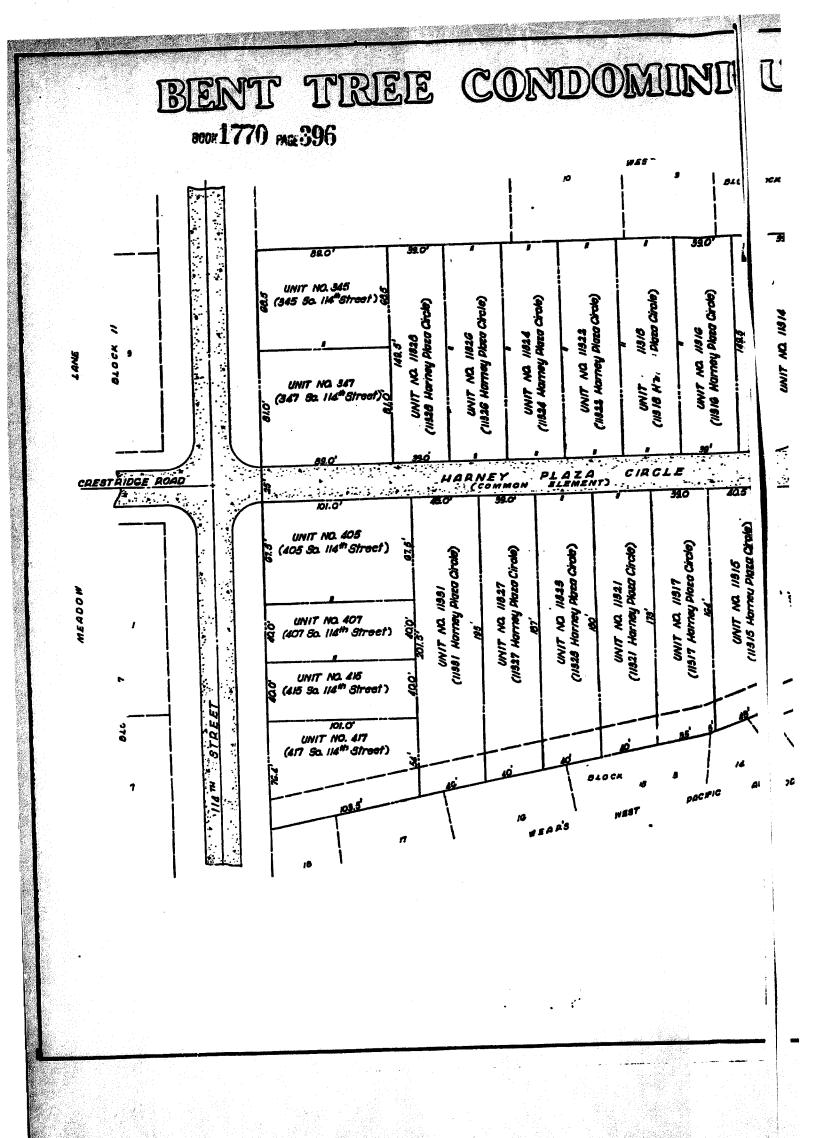
DECLARANT: BENT TREE JOINT VENTURE, a Nebraska Partnership

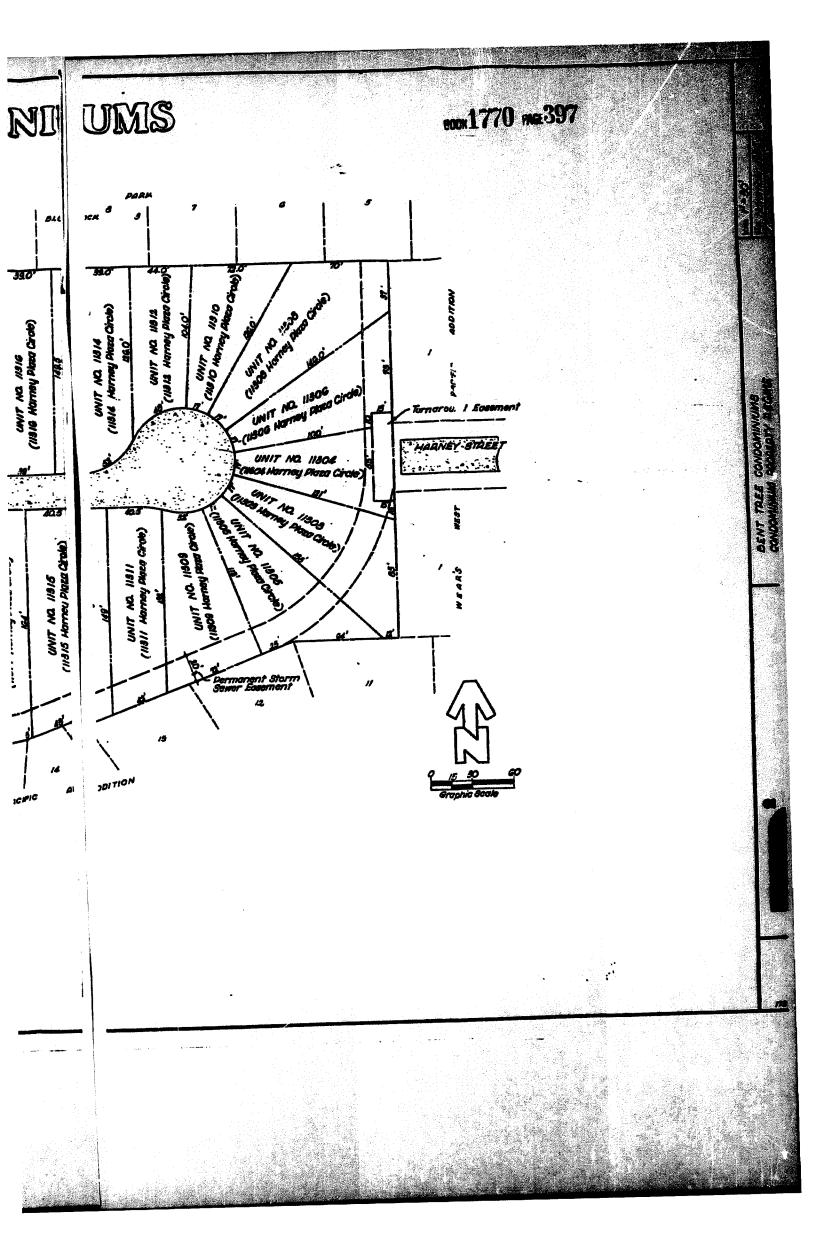
MARQUIS CONSTRUCTION CO., INC., Nebraska Corporation, Its General

BGDM 1770 PAGE 395 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHARA, Its General

STATE OF NEBRASKA) COUNTY OF DOUGLAS) The foregoing instrument was acknowledged before me this 7th day of December 1985 by December , 1985 by , President of Marquis Construction Co., Inc. 17th Bernard Reeder MAL REPART—State of Nation SHARION J. MILIBURN By Comm. Exp. May 31, 198 Notary Public STATE OF NEERASKA) COUNTY OF DOUGLAS) The foregoing instrument was acknowledged before me this 7th _____ day of _____ December _____, 1985 by December , 1985 by , President of First Federal Savings and Loan 17th Robert R. Root Association of Omaha. MAL NETANY—State of Helicole SHARON J. MILBURN Ny Comm. Esp. May 31, 1988

Notary Publi





ARTICLES OF INCORPORATION

OF

THE BENT TREE HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned have associated for the purpose of forming a corporation under the Nebraska Non-profit Corporation Act, as amended, and do hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be THE BENT TREE HOMEOWNERS ASSOCIATION.

ARTICLE II

DURATION

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

The purposes for which the corporation is organized are:

- To maintain a residential community designated for healthy, safe and harmonious living conditions in the area.
- 2. To promote the collective and individual interests and rights of all persons owning residential property in the condominium known as Bent Tree, situated in Douglas County, Nebraska.
- 3. To exercise any and all powers that may be delegated to it from time to time by the members of the Association owning residential

property in the subdivision.

 To do everything necessary and proper or advisable for the accomplishment of the purposes set forth herein.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The address of the corporation's initial registered office is 11440 West Center Road, Omaha, NE 68144 and the name of its initial registered agent at such address is Robert C. Doyle.

ARTICLE V

INITIAL BOARD OF DIRECTORS

The initial Board of Directors shall consist of seven (7) members. The names and addresses of the persons who are to serve as its initial Board of Directors are:

John Bauder 217 South 17th Street Omaha, NE 68102

Michael J. Hall 13525 "C" Street Omaha, NE 68144

Sharon J. Milburn 13525 "C" Street Omaha, NE 68144

ARTICLE VI

INCORPORATORS

The names and addresses of the incorporators are:

John Bauder 217 South 17th Omaha, NE 68102

Michael J. Hall 13525 "C" Street Omaha, NE 68144

ARITCLE VII

MEMBERS

The corporation shall have non-assessable members and shall be limited to residential property owners in the condominium. Each member shall have only one vote, notwithstanding the fact that he/she may own more than one piece of residential property in the condominium.

ARTICLE VIII

MANAGEMENT OF AFFAIRS

The affairs of the corporation shall be conducted by a Board of Directors of not less than three (3) members, nor more than ten (10), the exact number of which shall from time to time be fixed by the By-Laws.

ARTICLE IX

<u>AMENDMENTS</u>

The corporation through its Board of Directors reserves the right to amend, alter, change or repeal any provisions contained in these Articles.

ARTICLE X

LIABILITY OF DIRECTORS, INCORPORATORS AND OFFICERS

The private property of the incorporators, directors and officers of the corporation shall not be subject to the debts or obligations of the corporation to any extent whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators do make and file these Articles of Incorporation, hereby declaring and certifying that the facts set forth are true and accordingly have signed their names this 17 day of December , 1985.

, 11 11

MICHAEL J. HALL

BENT TREE HOMEOWNERS ASSOCIATION

- 1) These are the By-Laws of BENT TREE HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation with its registered office at 13525 "C" Street, Omaha, Nebraska 68144. These are also the By-Laws of Bent Tree Condominium Property Regime.
- 2) <u>Seal</u>. The corporate seal shall bear the name of the corporation and the words "Corporate Seal".
- a means of management for the above described condominium. Membership in the Association is automatically granted and restricted to record owners of units in said condominium regime. The vote(s) on behalf of a unit shall be in person by the record owner thereof, but if a unit is owned by more than one person or by a corporation or other entity, such vote(s) shall be cast by the person named in a certificate signed by all the owners of the unit and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each unit shall be entitled to one vote.
 - 4) The Annual Members' Meeting will be held for the purpose of electing an Executive Board and transacting any other business that may come before the meeting. No notice of annual meetings need be given. Said annual meeting shall be held on the second Tuesday of January of each year at 7:30 p.m. at the condominium unit owned by the then elected President of the

Association, unless a different time or place is specified in a 10-day prior written notice mailed or delivered to all members.

- 5) Special Members' Meetings may be called by the President or Vice President or by a majority of the Executive Board and must be called upon receipt of written request from members holding at least two-thirds of the votes of the Association. Notice of special meetings shall be given by 10-days' written notice delivered or mailed to each unit. Notices may be waived either before or after the meeting.
- 6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
- 7) A Quorum for members' meetings shall consist of persons owning a majority of the condominium units, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the condominium units shall be required to adopt a decision on the part of the members.
- Executive Board consisting of three members (also known as Directors) who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Board members. The Executive Board of the Association shall be elected solely by the Declarant subject to the conditions described in Paragraph 8 of the Master Deed and Declaration forming the Bent Tree Condominium Regime. After

relinquishment of control by the Declarant, any Board member may be removed by a majority vote of the members, and the vecamey thus created may be filled by the members. The normal term of each Board member shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Board members shall constitute a quorum, and a majority vote of the Board members present at a meeting comprising a quorum shall constitute the act of the Executive Board and of the Association. The Executive Board shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of Board members and of employees of the Association shall be fixed by the Executive A Board member may be an employee of the Association and a contract for management of the condomium may be entered into with a Board member.

- 9) The Annual Meeting of the Executive Board shall immediately follow the annual meeting of members. No notice of an armual meeting shall be required. Special meetings of the Executive Board may be called by the President or by a majority of the Board members upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.
- 10) The Officers of the comporation shall be elected by the Executive Board. Compensation of officers shall be fixed by the

Board. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Executive Board shall deem necessary from time to time.

- a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the Association; shall preside at meetings of members and the Executive Board; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Executive Board.
- b) The Secretary shall record the minutes of meetings of the Executive Board and members; shall have custody of the corporate seal and affix it to such instruments as are authorized by the Board members and shall perform such other duties as prescribed by the President or the Board.
- c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the Board.
- 11) <u>Budget</u>. The Executive Board shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves

for replacement and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the elseworth month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each coner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structure built as part of the common elements if such enlargement or additional construction costs more than \$7,500.00 unless and until such proposal is approved in writing by owners representing at least three-fourths of the total votes of the Association.

expenses shall be made annually on or before the fiscal year and preceding the year for which assessments are made. The annual assessments shall be due in twelve equal monthly payments on the first day of each month. The assessment to be levied against each unit shall be such unit's pro-rata share of the total annual budget based upon the percentage share of expenses as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of a unit is

completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted unit shall not exceed \$5.00 per The assessment for vacant units owned by the Declarant, Bent Tree Joint Venture or another builder until sold shall not exceed \$25.00 per unit per month. If any owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the owner in his unit and the Executive Board may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, lien and charges for taxes past due and umpaid on the unit and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the common elements and of the units to provide for restoration thereof to tenantable condition in the event of damage. This policy or policies shall be written in the name of and the proceeds thereof shall be payable to, the Executive Board, as Trustees for each of the unit owners in the percentages established in the Master Deed and to the respective

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spective interests may mortgages of the unit owners as appear. Said policy or policies shall provide for separate protection for each unit and its attached, built-in, or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each unit. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Executive Board, or any unit owner for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten days' written notice to the mortgagee. A copy or duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgages not later than ten days' prior to the expiration of existing policies. In addition, insurance shall be procured for workmen's compensation coverage (where applicable) and at least \$100,000/\$300,000/B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each unit owner and his mortgages to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the owner of his mortgagess. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing eighty percent of the votes of the Association within 120 days after such damage or destruction, the condominium regime shall be deemed waived and the property shall be subject to partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each unit owner in accordance with his percentage interest specified in the Master Deed and said sums shall be first applied towards satisfaction of any recorded first mortgage against each unit, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each unit owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collection by the Association from the owners; provided, however, that in such case of under-insurance, the owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance any excess proceeds of insurance received shall be credited to the common element working fund. Each unit owner may obtain additional insurance at his expense.

14) The Executive Board shall have the right of access to each unit at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts,

cables, utility lines and any common elements accessible from within any unit and to insure compliance by owner with all of his duties under the condominium regime.

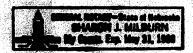
15) These By-Laws and the system of administration set cut herein may be amended by owners representing at least two-thirds of the units which may be created in the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provision set forth in 76-859 R.R.S. Nebraska et seq. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association.

DECLAR BENT TI	ANT: REE JOINT VENTURE
MARQUIA COMPONE	s consumerion co., Inc., a Nebraska
Ву _Д	President
BENT I	REE HOMEOWNERS ASSOCIATION, a Nebraska
By	President
TIATE OF NEERASKA)	President
OUNTY OF DOUGLAS)	
174L Act /	ment was acknowledged before me this of December , 1985 by Bernard
Reeder, President of Marquis Sent Tree Joint Venture.	Construction Co., Inc. a Partner in
BENERAL NOTARY - State of Nebroska SHARON J. MILBURN SHARON Eig. May 31, 1968	Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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The foregoing instrument was acknowledged before me this 17th day of <u>December</u>, 1985 by Michael J. Hall, President of Bent Tree Homeowners Association, a Nebraska Non-Profit Corporation.



Shawn Milburn Notary Prolic

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
ANDIGAS CRUMTY, NEBR.

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