

## MASTER DEED

NEBRASKA DOCUMENTARY  
STAMP AX

JUN 15 1982

\$ BY M. M.

THIS MASTER DEED made this 15th day of June, 1982, by the Grove-Wozniak Limited Partnership (the "Sponsor"), a limited partnership organized under Nebraska law and composed of two general partners, F and G, Inc., a Nebraska corporation, which is designated in the Limited Partnership Agreement as the General Partner, and CVF, Inc., a Nebraska corporation, which is designated in the Limited Partnership Agreement as the Capital General Partner,

WHEREAS, the Sponsor owns a certain parcel of real estate in Omaha, Nebraska, which is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Land") and the Sponsor desires to establish a condominium property regime pursuant to the provisions of the Condominium Property Act of Nebraska (the "Act") on the Land and improvements to be constructed thereon,

WHEREAS, there is a Construction Security Agreement, Deed of Trust which covers the Land and additional real property with the First National Bank & Trust Company of Lincoln, a national banking association, as the Trustee and Beneficiary, and the Sponsor, as the Trustor, in the original amount of Five Million Two Hundred Forty-three Thousand Dollars (\$5,243,000) which was recorded on the 11th day of June, 1982, in Book 2503, Page 586, in the Register of Deeds Office, Douglas County, Nebraska, and the Trustee and Beneficiary therein also desire to establish a condominium property regime on the Land and the improvements to be constructed thereon,

WHEREAS, there is a second Deed of Trust, Construction Security Agreement and Financing Statement which covers the Land and additional real property with CVF, Inc., a Nebraska corporation, the Beneficiary, Joseph Polack, as the Trustee, and the Sponsor, as the Trustor, in the original amount of Six Hundred Fifty Thousand Dollars (\$650,000) which was recorded on the 30th day of June, 1982, in Book 2497, Page 256, in the Register of Deeds Office, Douglas County, Nebraska, and the Trustee and Beneficiary therein also desire to establish a condominium property regime on the Land and improvements to be constructed thereon, and

WHEREAS, there is a Junior Deed of Trust, Construction Security Agreement and Financing Statement which covers the Land and additional real property with CVF, Inc., a Nebraska corporation, and F and G, Inc., a Nebraska corporation, jointly as the Beneficiary, Joseph Polack, as the Trustee, and the Sponsor, as the Trustor, in the original amount of Five Hundred Thousand Dollars (\$500,000), which was recorded on the 30th day of April, 1982, in Book 2497, Page 278, in the Register of Deeds Office, Douglas County, Nebraska, and the Trustee and Beneficiary therein also desire to establish a condominium property regime on the Land and the improvements to be constructed thereon,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the Sponsor, as the owner of the Land, First National Bank and Trust Company of Lincoln, Nebraska, as the Trustee and Beneficiary under the Construction Security Agreement, Deed of Trust referred to above, Joseph Polack, as Trustee, and CVF, Inc., as Beneficiary, under the Deed of Trust, Construction Security Agreement and Financing Statement referred to above, and Joseph Polack, as the Trustee, and CVF, Inc., and F and G, Inc., as the joint Beneficiary, under the Junior Deed of Trust, Construction Security Agreement and Financing Statement referred to above (all of the above Trustees and Beneficiaries referred to collectively herein as the "Lenders"), do by this Master Deed establish a condominium property regime pursuant to the provisions of the Condominium Property Act of the State of Nebraska.

1. Creation of Regime. Pursuant to the provisions of the Condominium Property Act of the State of Nebraska, the Sponsor

and Lenders submit that certain parcel of real estate more particularly described on Exhibit "A" attached hereto and made a part hereof, all improvements to be erected thereon, and all easements, rights and appurtenances benefiting such real estate (all of which real estate, improvements and property rights are collectively referred to as the "Property") to the provisions of this Master Deed and the Act, and by this Master Deed, establishes a condominium property regime to be known as the Coronado Condominium Property Regime ("the Condominium").

2. Areas and Location of Real Estate. The real estate described on Exhibit "A" of this Master Deed is situated in the City of Omaha, Douglas County, Nebraska, and has an area of 115,198 square feet, more or less, with frontage of approximately 384.04 feet on 93rd Street and 300.0 feet on Burt Street. The Land has an outside parking area of approximately 27,000 square feet, more or less, which will accommodate approximately 70 automobiles.

3. Building. The Sponsor shall construct a building which will have six structural stories above ground level, will contain 47 apartment units, and will have a composite structural system supported on reinforced concrete foundation systems ("the Building"). The basement or garage level of the Building has a gross floor area of approximately 26,028 square feet and serves as an inside garage area for the storage of approximately 64 automobiles. The Building contains approximately 140,148 square feet of gross floor area including the basement level and covered terraces, but exclusive of fireplace flue enclosures. The ground level terrace areas consist of 6,720 square feet, more or less.

4. Apartment Units. A general description of the 47 apartment units to be situated in the Building (singularly "the Unit", "each Unit", or "a Unit", collectively "the Units") expressing the number of each apartment unit and its respective area size and location, is shown on Schedule 1 annexed.

The precise location of each of the Units is shown on the full and exact copy of the Plans of the Building ("the Unit Plans") which have been certified by Marek A. Wozniak & Associates, Architects, and which is attached as Schedule III.

5. Apartment Unit Dimensions. The dimensions of the units were established as follows:

**Horizontally:**

Center of party wall between units to center of exterior wall assembly;

Center of walls between each unit and the common elements;

Center of walls between each unit and the limited common elements;

Apartment unit side, face of concrete columns walls and all other structural members.

**Vertically:**

Apartment unit side, surface of concrete floors;

Apartment unit side, surface of concrete ceilings;

Apartment unit side, surface of all other structural members and common elements.

The following are included as part of each Unit but are not partially or entirely within the physical boundaries of the Unit as described above:

The entrance door, frame and hardware;  
The gliding doors, glass, frame and hardware;  
The windows, glass, frame and hardware;

The fireplace assembly to and excluding damper, combustion intakes but excluding flue (chimney);  
 The natural gas connections to main service lines;  
 The plumbing connections to main waste and vent, piping;  
 The water connections to unit disconnect valves at main distribution piping;  
 The air conditioning equipment and piping for each unit;  
 The wiring to unit terminals such as panels for installation of services such as power, lights, telephone, security systems, intercom and television.

6. Common Elements. The term Common Elements as that term is used in this Master Deed shall refer to both general common elements and limited common elements except when the context requires otherwise. The general common elements of the Condominium shall consist of the Property, exclusive of the Units and limited common elements (as hereafter defined) and including, without limitation, the following:

- A. The Land and all easements, rights and appurtenances benefitting the Land.
- B. All foundations, columns, girders, beams, supports, and all exterior walls of any buildings and all walls and partitions separating units from exitways, hallways, elevators, stairs, and other mechanical equipment spaces, all concrete floor slabs and concrete ceilings, and all roofs.
- C. All halls, exitways, lobbies, stairways, elevators and elevator shafts, and entrances to and exists from the Building.
- D. All yards, landscaped areas and gardens. Any recreational community facilities, all exterior parking and driveway areas, all sidewalks and paths, and all mechanical equipment areas outside of apartment units and central garbage disposal areas.
- E. All central and appurtenant installations for services such as power, light, telephone, fire alarm, security system, television, gas, water, heat and air conditioning, including all pipes, ducts, wires, cables, and conduits used in connection with such installations and all sewage and roof drainage pipes and vents located in general common elements and limited common elements. All such pipes, ducts, wires, cables and conduits located within a Unit shall be considered a general Common Element only if they serve more than one Unit or serve the common and limited common elements, otherwise such pipes, ducts, wires, cables, and conduits connecting to central installations for services to a specific Unit shall be considered a part of such Unit and the responsibility of the owner or owners.
- F. All fireplace and furnace chimneys.
- G. The Community Room situated on the first floor of the Building.
- H. The indoor garage area excluding assigned parking spaces which are considered limited common elements.
- I. All storage and service areas not specifically assigned to a Unit as a limited common element.
- J. The open roof terraces except assigned open terraces to first floor Units as a limited common element.
- K. All other parts of the Property and all apparatus and installations constructed in the Building or on any part of the Property for common use or which may be necessary or convenient to the existence, maintenance or safety of the Property.

7. Limited Common Elements. The limited common elements consist generally of those areas to which only certain Units are to have access or exclusive use, specifically:

A. The trash chute located on each floor level (excluding the garage level) of the Building shall be deemed a limited common element for the exclusive use of the owners and occupants of those Units situated on the same floor level.

B. Covered exterior terraces adjacent and contiguous to each Unit on floor levels one, two, three, four, five and six and open terraces adjacent and contiguous to each Unit on the first floor level and the foyer situated directly outside the main entrance of each Unit shall be deemed a limited common element for the exclusive use of the Owner and occupants of the Unit which has sole access to such terrace or foyer.

C. Storage areas in the garage level have been assigned to each of the Units; such assigned storage area shall be for the exclusive use of the Owner and occupants of the Unit to which such space has been assigned.

D. The indoor garage area has been divided into 64 parking spaces. As shown on the Unit Plans, each Unit has been assigned one parking space which shall constitute a limited common element for the exclusive use of the Owner and occupants of the Unit to which such parking space has been assigned. The Sponsor reserves the right to assign all parking spaces not previously assigned to any Unit as limited common elements for the exclusive use of certain Units. Once such an assignment is made by the Sponsor it shall be deemed permanent and shall become appurtenant to the Unit to which it has been assigned. The assignment of such additional parking spaces shall not be effective until the Sponsor or its successors and assigns shall have filed with the Register of Deeds of Douglas County, Nebraska, an Amendment to this Master Deed executed and acknowledged only by the Sponsor specifying the identity and location of the parking space assigned and the Apartment Unit Number of the Unit to which such parking space or spaces have been assigned.

8. Use of the Units. Each of the Units shall be used only as a single family residence. Provided however, the Sponsor, its agents, independent contractors, and consultants shall be entitled to use one or more Units owned by the Sponsor as an office so long as the Sponsor is conducting sales activities involving other Units in the Condominium, including Units within the Building and units of buildings constructed as part of later phases which may be included within and become a part of this Condominium Regime as expressly permitted in this Master Deed.

9. Percentage in General and Limited Common Elements. The percentage of interest of each of the Units in the general and limited common elements has been determined by multiplying the value of the Property which for purposes of this Section equals \$91,661.00 by a ratio, the numerator of which is the value of each Unit as shown on Schedule II annexed, and the denominator of which is the value of the Property which equals \$91,661.00.

The respective percentage interests of each of the Units is shown on Schedule II annexed.

Each of the Units shall bear its respective percentage of interest in all the expenses incurred in the management, preservation, repair, maintenance, and improvement of the general and limited common elements of the Condominium as governed and determined by the Board of Administrators of the Condominium, as more specifically provided in the Bylaws.

10. Changes in Sponsor's Units. Sponsor shall have the right, without the vote or consent of the Board of Administrators of the Condominium, other unit owners, or holders of mortgages on Units to (a) make alterations, additions, or improvements in, to and upon Units owned by the Sponsor, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (b) change the layout or number of rooms in any such Sponsor-owned units; (c) change the size and/or number of such Sponsor-owned units by subdividing and/or combining one or more of such units into two or more units, altering the boundary walls between any such units, or otherwise; and (d) reapportion among such Sponsor-owned units affected by such change in size or number pursuant to the preceding subsection (c) their appurtenant interests in the Common Elements; provided that the percentage of interest in the Common Elements of any units (other than Sponsor-owned units) shall not be changed by reason of this Section 10 unless the owners of such Units consent thereto. The provisions of this Section 10 may not be supplemented, amended, or deleted without the prior written consent of the Sponsor.

11. Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachments shall hereafter occur as a result of (i) construction of any building within the Condominium; (ii) settling or shifting of any building within the Condominium; (iii) any alteration or repair to the general Common Elements; (iv) any repair or restoration of any building within the Condominium, or any portion thereof, or any Unit, or any of the Common Elements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any building, any Unit or any of the Common Elements, then, in any such event, valid easement shall exist for such encroachment and for the maintenance thereof so long as the building affected by the encroachment is situated shall stand.

12. Easements.

A. Each unit owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving such Owner's Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other units and located in such unit. The Board of Administrators of the Condominium shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building or any other building which may become a part of this Condominium. Provided however, the right of access just expressed shall be exercised in a manner which will not unreasonably interfere with the use of the Units as single family residences. Such entry shall be permitted only after 24 hour notice except in the case of an emergency which will require no notice.

B. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units.

C. Each unit owner shall have an easement in common with all other unit owners for ingress and egress through all Common Elements subject to such reasonable rules, regulations and restrictions as may be imposed by the Board of Administrators. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all common elements situated in such Units by persons lawfully using or entitled to the same.

14. Severability of Interest. Except as provided in Section 10 of this Master Deed with respect to Sponsor-owned Units, the interest in the Common Elements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of all unit owners.

The interest in the Common Elements and the easements granted to each of the Units shall not be separated from the Unit to which they have been assigned and shall be deemed to be conveyed, leased or encumbered with such Unit even though such interest or easements are not expressly mentioned or described in the conveyance, lease or encumbrance.

15. Amendment of Master Deed. Except with respect to Section 9 of this Master Deed which may not be amended without the vote or written consent of the Owners of all the Units in the Condominium, in addition to the rights of amendment specifically provided in this Master Deed, this Master Deed may be amended by the vote of two-thirds of all unit owners in the Condominium, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws of the Condominium or in lieu of such vote by written consent of two-thirds of such Unit owners. No such amendment shall be effective until executed by the required number of Unit owners or their respective attorney-in-fact, acknowledged, and recorded in the office of the Register of Deeds of Douglas County, Nebraska. Provided however, so long as the Sponsor shall own a Unit, any amendment of this Master Deed shall not be effective nor shall any right granted to the Sponsor in this Master Deed be modified or terminated without the express written consent of the Sponsor.

Notwithstanding the foregoing, the Sponsor shall have the right to amend this Master Deed without the consent of any Unit owner or holders of mortgages upon any units provided no attempt is made to alter the physical size of any non-sponsor-owned unit or any limited common element appurtenant to such Unit.

16. Option to Expand Condominium. Sponsor reserves the right to expand the Condominium from time to time without the consent of any unit owner or any holder of any mortgage upon any Unit. The right to expand may be terminated by the Sponsor upon the recordation by Sponsor of an amendment to this Master Deed executed and acknowledged by the Sponsor indicating such election to terminate. The Sponsor expressly reserves the right to add any land contiguous to the Land at any time, at different times, in any order, without limitation. Sponsor expressly reserves the right to build buildings, make other improvements on such additional land including amenities and recreational facilities, and to create general common elements and limited common elements thereon. In the event buildings and other improvements are constructed on such additional land, Sponsor will endeavor to make such buildings aesthetically compatible with the Building and the other improvements initially constituting the Condominium.

Any such expansion shall be affected by the Sponsor by the recordation with the Register of Deeds of Douglas County, Nebraska, of an Amendment to this Master Deed executed and acknowledged by the Sponsor which shall, among other things (i) identify the land and other improvements which are being acquired for inclusion in the Condominium, (ii) identify the nature, size and location of any improvements to be constructed on such land, and (iii) reallocate among the Unit Owners and those units to be constructed on the land acquired and to be included within the Condominium, the percentage of interest in the Common Elements and corresponding costs and expenses of the Condominium as initially constituted and as expanded; such reallocation shall be computed as though the units within the expanded portion of the Condominium had been included as a part of the Condominium as initially constituted.

Upon recordation of such Amendment, each Unit of the Condominium, as initially constituted and as expanded, shall have the percentage of interest in all Common Elements of the Condominium, as initially constituted and as expanded, as expressed in such Amendment.

Concurrently with the recordation of such Amendment, if any, reference in this Master Deed to Condominium shall include and refer to all expansion areas and the Bylaws of the Condominium and its Rules and Regulations shall apply with equal force to the Condominium as initially constituted and as expanded without the need of any further affirmative action.

All deeds of conveyance to any unit within the Condominium, as initially constituted and or expanded, shall contain a provision that the percentage in interest in the Common Elements appurtenant to any such unit shall be automatically reallocated upon the recordation of an Amendment expanding the Condominium as provided in this Section 16.

The Sponsor reserves the irrevocable right to reallocate the percentage of interest appurtenant to each of the units in the Condominium in accordance with the provisions of this Master Deed and to execute, acknowledge, and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Section 16. Each owner and each holder of a mortgage of a Unit in the Condominium, as initially constituted and as expanded, shall be deemed to have acquiesced in the Amendments to this Master Deed for the purpose of adding additional condominium units and Common Elements to the Condominium in the manner described in this Section 16, and shall be deemed to have granted to the Sponsor an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments; and each such unit owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Sponsor, its successors, or assigns, to effect such amendments.

17. Reservation of Easements. The Land which is the subject matter of this Master Deed is included in the legal description of certain real property legally described in Exhibit "B" attached hereto and incorporated herein by reference. All of the real property described in Exhibit "B" other than the Land shall be referred to herein as the "Adjoining Land". The Sponsor and Lenders hereby reserve in this Master Deed perpetual easements for egress and ingress over all streets, roads, or drives, public or private, located on the Land, running to the benefit of the Adjoining Land for any streets, roads, or drives, public or private, which are constructed on the Adjoining Land. Also, the Sponsor and Lenders hereby reserve in this Master Deed easements on the Land for the purpose of installing, constructing, replacing, repairing, and maintaining all utility lines constructed from the Adjoining Land across any portion of the Land, said utility lines to include but not limited to the following, underground electrical lines, water lines, gas lines, sanitary sewer lines, storm sewer lines, telephone lines, cable television lines, and any other utility lines. Said utility easements shall not unreasonably interfere with the construction of any building constructed on the Land and any damage to the Land because of the installation, construction, replacement, repair, or maintenance of the utility lines on the Land shall be paid by the owner of the Adjoining Land.

18. Invalidity. The invalidity of any of the provisions of this Master Deed shall not be deemed to affect in any manner the validity, and enforceability of the remaining provisions of this Master Deed.

19. Waiver. None of the provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20. Captions. The captions of this Master Deed were inserted as a matter of convenience and reference and in no way define, limit or describe the scope of this Master Deed or the intent of any of its provisions.

21. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter

gender and the use of the singular shall be used to refer to the plural, and vice versa, whenever the context so requires.

Dated the date above written.

GROVE-WOZNIAK LIMITED PARTNERSHIP, a limited partnership organized under Nebraska law, composed of the following general partners who are all of the general partners:

No 1 CVP, INC., a Nebraska corporation, as the Capital  
See General Partner

BY: GE. H. H. H.  
President

F AND G, INC., a Nebraska corporation, as the General Partner

BY: Harold W. Grove  
President

FIRST NATIONAL BANK & TRUST COMPANY OF LINCOLN, a national banking association, as the Trustee and Beneficiary under the above Construction Security Agreement, Deed of Trust

BY: Quell Z. Dolich

Joseph Polack  
Joseph Polack, as the Trustee under the above Deed of Trust, Construction Security Agreement, and Financing Statement

No 1 CVP, INC., a Nebraska corporation, as the Beneficiary under the above Deed of Trust, Construction Security Agreement, and Financing Statement  
See

BY: GE. H. H. H.  
President

Joseph Polack  
Joseph Polack, as the Trustee under the above Junior Deed of Trust, Construction Security Agreement, and Financing Statement





NO  
SEAL

CVF, INC., a Nebraska corporation,  
as one of the joint Beneficiaries  
under the above Junior Deed of  
Trust, Construction Security Agree-  
ment and Financing Statement

BY: [Signature]  
President



F AND G, INC., a Nebraska corpora-  
tion, as one of the joint Bene-  
ficiaries under the above Junior  
Deed of Trust, Construction Secur-  
ity Agreement and Financing State-  
ment

BY: [Signature]  
President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me  
this 11th day of June, 1982, by C. E. Wozniak,  
as the President of CVF, Inc., a Nebraska corporation, as the  
Capital General Partner of the Grove-Wozniak Limited Partnership,  
on behalf of said corporation and on behalf of said Limited Part-  
nership.



Evelyn M. Oswald  
NOTARY PUBLIC

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

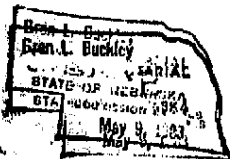
The foregoing instrument was acknowledged before me  
this 14th day of JUNE, 1982, by HAROLD E GROVE,  
as the President of F and G, Inc., a Nebraska corporation, as the  
General Partner of the Grove-Wozniak Limited Partnership, on  
behalf of said corporation and on behalf of said Limited Partner-  
ship.



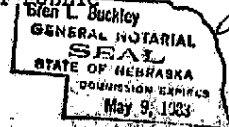
Grove Nelson  
NOTARY PUBLIC

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me  
this 14th day of June, 1982, by Gerald Holscher,  
as the Vice President of the First National Bank & Trust Company of  
Lincoln, a national banking association, as the Trustee and Beneficiary  
under the above Construction Security Agreement, Deed of Trust,  
on behalf of said corporation.



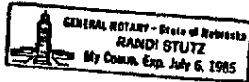
Brian L. Buckley  
NOTARY PUBLIC



STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

BOOK 1687 PAGE 383

The foregoing instrument was acknowledged before me this 15 day of June, 1982, by Joseph Polack, an individual, as the Trustee under the above Deed of Trust, Construction Security Agreement, and Financing Statement.



Randi Stutz  
NOTARY PUBLIC

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me this 14 day of June, 1982, by C. E. Winthrop, as the President of CVF, Inc., a Nebraska corporation, as the Beneficiary under the above Deed of Trust, Construction Security Agreement, and Financing Statement, on behalf of said corporation.



Evelyn M. Oswald  
NOTARY PUBLIC

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me this 15 day of June, 1982, by Joseph Polack, an individual, as the Trustee under the above Junior Deed of Trust, Construction Security Agreement, and Financing Statement.



Randi Stutz  
NOTARY PUBLIC

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me this 14 day of June, 1982, by C. E. Winthrop, as the President of CVF, Inc., a Nebraska corporation, as one of the joint Beneficiaries under the above Junior Deed of Trust, Construction Security Agreement, and Financing Statement, on behalf of said corporation.



Evelyn M. Oswald  
NOTARY PUBLIC

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me this 14 day of June, 1982, by Harold E. Grove, as the President of F and G, Inc., a Nebraska corporation, as one of the joint Beneficiaries under the above Junior Deed of Trust, Construction Security Agreement, and Financing Statement, on behalf of said corporation.



Harold E. Grove  
NOTARY PUBLIC

PROJ. NO. 7930 BOOK 1687 PAGE 384 EXHIBIT "A"  
 LOCATION Pierson's Subdivision  
 Sheet 1 of 2  
 To The Office of  
 County Surveyor and Engineer  
 Douglas County

LAND SURVEYOR'S CERTIFICATE

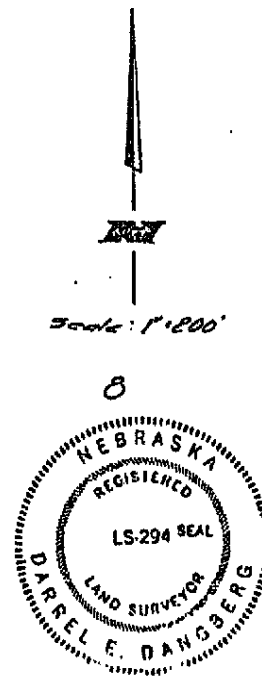
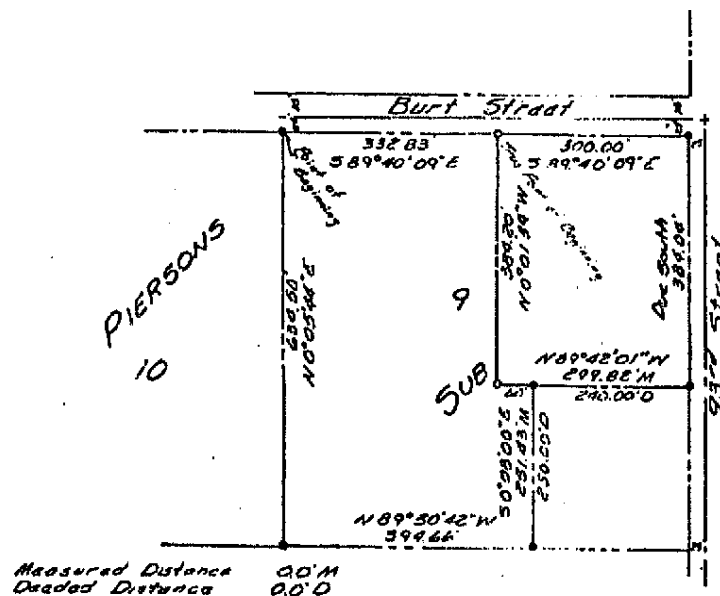
I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

See attached Sheet.

FIELD NOTES:

Property Pins Found      \*  
 Property Pins Set        o  
 Surveyed Lot Line        ---  
 Platted Lot Line         ---



Property Corners all found in place on  
 April 24, 1980.

4/24/80 Darrel Dangberg

Darrel Dangberg  
 Signature of Land Surveyor

Date: September 27, 1979 Reg. No. L.S. 294

BOOK 1687 PAGE 385

Project No. 7930  
Pierson's Subdivision

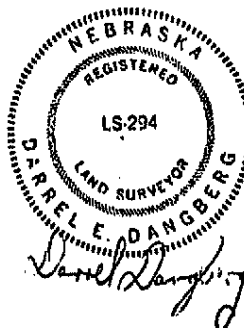
Location: Part of Lot 9  
Sheet 2 of 2

LEGAL DESCRIPTION:

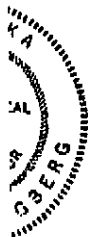
Part of Lot Nine (9) in Pierson's Subdivision of the South 1/2 of the SW 1/4 and the West 1/2 of the SE 1/4 of Section 15, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska described as follows:

Beginning at the NW corner of Lot 9; thence S 89° 40' 09" E for 332.83 feet to the True Point of Beginning; thence continuing S 89° 40' 09" E for 300.00 feet to the West R.O.W. of 93rd Street; thence due South along said R.O.W. for 384.04 feet; thence N 89° 42' 01" W for 299.82 feet; thence N 00° 01' 34" W for 384.20 feet to the true Point of Beginning and containing a calculated area of 115,199 square feet (2.64 acres) more or less.

NOTE: In this description, the West R.O.W. of 93rd Street was assumed to lie in a true North-South direction.



20



BOOK 1687 PAGE 386

EXHIBIT "B"

Lot 9 in Pierson's Subdivision of the South  
1/2 of the Southwest 1/4 and the West 1/4  
of the Southeast 1/4 of Section 15, Township  
15 North, Range 12 East of the 6th P.M., in  
Douglas County, Nebraska, except the West 240  
feet of the East 265 feet of the South 250  
feet thereof, and except the East 25 feet  
thereof conveyed to St. Timothy's Evangelical  
Lutheran Church of Omaha, Nebraska.

**SCHEDULE I. BOOK 1687 PAGE 387**  
**CORONADO CONDOMINIUM PROPERTY REGIME**  
**MASTER DEED**

**FIRST FLOOR LEVEL APARTMENT UNITS**

Unit Designation	Unit Name	Unit Area	Unit Area Including Covered Terrace & Entry Foyer	Unit Location
1A1	Aristocrat	1874.595 Sq. Ft.	2165.016 Sq. Ft.	Center-North North-East Center-East South-East South-West Center-West North-West
1B2	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
1C3	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
1B4	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
1B6	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
1C7	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
1B8	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	

**SECOND FLOOR LEVEL APARTMENT UNITS**

Unit Designation	Unit Name	Unit Area	Unit Area Including Covered Terrace & Entry Foyer	Unit Location
2A1	Aristocrat	1874.595 Sq. Ft.	2165.016 Sq. Ft.	Center-North North-East Center-East South-East Center-South South-West Center-West North-West
2B2	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
2C3	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
2B4	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
2D5	Dynasty	1770.508 Sq. Ft.	1933.043 Sq. Ft.	
2B6	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
2C7	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
2B8	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	

**THIRD FLOOR LEVEL APARTMENT UNITS**

Unit Designation	Unit Name	Unit Area	Unit Area Including Covered Terrace & Entry Foyer	Unit Location
3A1	Aristocrat	1874.595 Sq. Ft.	2165.016 Sq. Ft.	Center-North North-East Center-East South-East Center-South South-West Center-West North-West
3B2	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
3C3	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
3B4	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
3D5	Dynasty	1770.508 Sq. Ft.	1933.043 Sq. Ft.	
3B6	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
3C7	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
3B8	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	

**FOURTH FLOOR LEVEL APARTMENT UNITS**

Unit Designation	Unit Name	Unit Area	Unit Area Including Covered Terrace & Entry Foyer	Unit Location
4A1	Aristocrat	1874.595 Sq. Ft.	2165.016 Sq. Ft.	Center-North North-East Center-East South-East Center-South South-West Center-West North-West
4B2	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
4C3	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
4B4	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
4D5	Dynasty	1770.508 Sq. Ft.	1933.043 Sq. Ft.	
4B6	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	
4C7	Crown	2136.527 Sq. Ft.	2336.583 Sq. Ft.	
4B8	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	

**SCHEDULE II.**    **BOOK 1687**    **PAGE 388**

**CORONADO CONDOMINIUM PROPERTY REGIME  
MASTER DEED**

**PERCENTAGE IN GENERAL AND LIMITED COMMON ELEMENTS**

**FIRST FLOOR UNITS**

Unit Designation	Unit Name	Value of Unit	Percentage of Interest
1A1	Aristocrat	\$1,974.595	2.15423%
1B2	Baron	1,888.451	2.06002
1C3	Crown	2,136.527	2.33088
1B4	Baron	1,888.451	2.06002
1B6	Baron	1,888.451	2.06002
1C7	Crown	2,136.527	2.33088
1B8	Baron	1,888.451	2.06002

**SECOND FLOOR UNITS**

Unit Designation	Unit Name	Value of Unit	Percentage of Interest
2A1	Aristocrat	\$1,974.595	2.15423%
2B2	Baron	1,888.451	2.06002
2C3	Crown	2,136.527	2.33088
2B4	Baron	1,888.451	2.06002
2D5	Dynasty	1,770.505	1.93157
2B6	Baron	1,888.451	2.06002
2C7	Crown	2,136.527	2.33088
2B8	Baron	1,888.451	2.06002

**THIRD FLOOR UNITS**

Unit Designation	Unit Name	Value of Unit	Percentage of Interest
3A1	Aristocrat	\$1,974.595	2.15423%
3B2	Baron	1,888.451	2.06002
3C3	Crown	2,136.527	2.33088
3B4	Baron	1,888.451	2.06002
3D5	Dynasty	1,770.505	1.93157
3B6	Baron	1,888.451	2.06002
3C7	Crown	2,136.527	2.33088
3B8	Baron	1,888.451	2.06002

**FOURTH FLOOR UNITS**

Unit Designation	Unit Name	Value of Unit	Percentage of Interest
4A1	Aristocrat	\$1,974.595	2.15423%
4B2	Baron	1,888.451	2.06002
4C3	Crown	2,136.527	2.33088
4B4	Baron	1,888.451	2.06002
4D5	Dynasty	1,770.505	1.93157
4B6	Baron	1,888.451	2.06002
4C7	Crown	2,136.527	2.33088
4B8	Baron	1,888.451	2.06002

1E

FIFTH FLOOR LEVEL APARTMENT UNITS **BOOK 1687 PAGE 389**

Unit Designation	Unit Name	Unit Area	Unit Area Including Covered Terrace & Entry Foyer	Unit Location
5A1	Aristocrat	1874.595 Sq. Ft.	2165.016 Sq. Ft.	Center-North
5B2	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	North-East
5C3	Crown	2136.527 Sq. Ft.	2336.593 Sq. Ft.	Center-East
5B4	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	South-East
5D5	Dynasty	1770.505 Sq. Ft.	1933.043 Sq. Ft.	Center-South
5B6	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	South-West
5C7	Crown	2136.527 Sq. Ft.	2336.593 Sq. Ft.	Center-West
5B8	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	North-West

SIXTH FLOOR LEVEL APARTMENT UNITS

Unit Designation	Unit Name	Unit Area	Unit Area Including Covered Terrace & Entry Foyer	Unit Location
6A1	Aristocrat	1874.595 Sq. Ft.	2165.016 Sq. Ft.	Center-North
6B2	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	North-East
6C3	Crown	2136.527 Sq. Ft.	2336.593 Sq. Ft.	Center-East
6B4	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	South-East
6D5	Dynasty	1770.505 Sq. Ft.	1933.043 Sq. Ft.	Center-South
6B6	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	South-West
6C7	Crown	2136.527 Sq. Ft.	2336.593 Sq. Ft.	Center-West
6B8	Baron	1888.451 Sq. Ft.	2091.614 Sq. Ft.	North-West



**FIFTH FLOOR UNITS**

BOOK 1687 PAGE 390

Unit Designation	Unit Name	Value of Unit	Percentage of Interest
5A1	Aristocrat	\$1,874.595	2.15423%
5B2	Baron	1,888.451	2.06002
5C3	Crown	2,136.527	2.33089
5B4	Baron	1,888.451	2.06002
5D5	Dynasty	1,770.505	1.93157
5B6	Baron	1,888.451	2.06002
5C7	Crown	2,136.527	2.33089
5B8	Baron	1,888.451	2.06002

**SIXTH FLOOR UNITS**

Unit Designation	Unit Name	Value of Unit	Percentage of Interest
6A1	Aristocrat	\$1,874.595	2.15423%
6B2	Baron	1,888.451	2.06002
6C3	Crown	2,136.527	2.33089
6B4	Baron	1,888.451	2.06002
6D5	Dynasty	1,770.505	1.93157
6B6	Baron	1,888.451	2.06002
6C7	Crown	2,136.527	2.33089
6B8	Baron	1,888.451	2.06002

SCHEDULE III

DRAWING INDEX

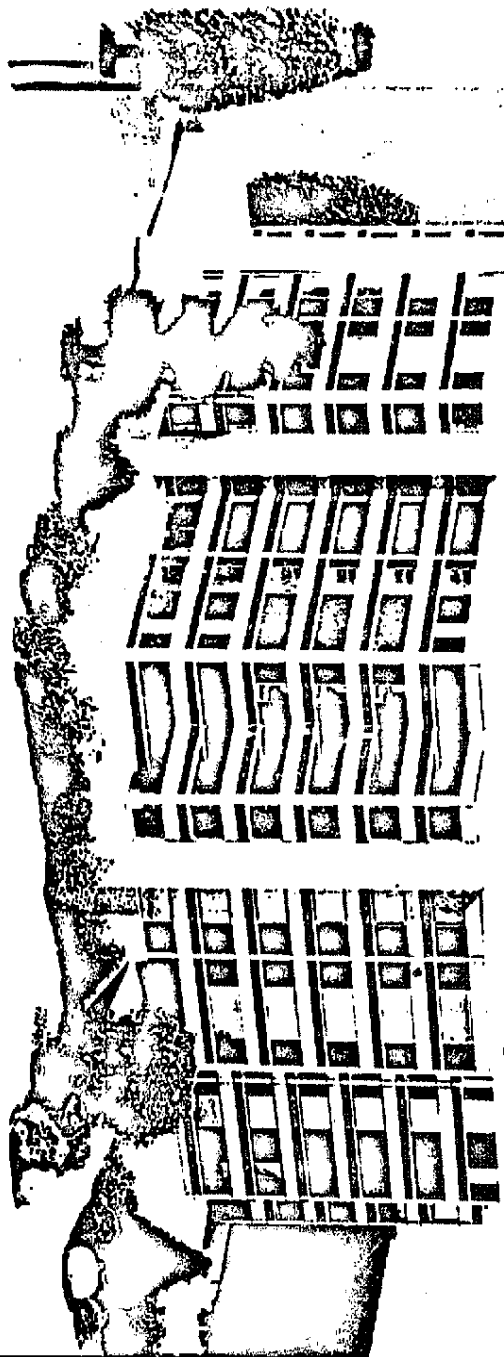
BOOK 1687 PAGE 391

0	COVER SHEET
00	SYMBOLS, ABBREVIATIONS & DRAWING INDEX
C1.1	SITE PLAN - LAYOUT
C1.2	SITE PLAN - GRADING
C1.3	SITE PLAN - UTILITIES
A1.1	LOWER LEVEL PLAN - SHELL
A1.2	FIRST FLOOR PLAN - SHELL
A1.3	TYPICAL FLOOR PLAN - SHELL
A1.4	ROOF PLAN - SHELL
A1.5	TYP. FLOOR PLAN - UNITS B8 & A1 SHELL
A1.55	TYP. FLOOR PLAN - UNITS B8 & A1 - INTERIOR
A1.6	TYP. FLOOR PLAN - UNITS B6 & C7 - SHELL
A1.66	TYP. FLOOR PLAN - UNITS B6 & C7 - INTERIOR
A1.7	TYP. FLOOR PLAN - UNITS D5 & B4 - SHELL
A1.77	TYP. FLOOR PLAN - UNITS D5 & B4 - INTERIOR
A1.8	TYP. FLOOR PLAN - UNITS C3 & B2 - SHELL
A1.88	TYP. FLOOR PLAN - UNITS C3 & B2 - INTERIOR
A1.9	PARTIAL FLOOR PLANS - SHELL
A3.1	WALL SECTIONS - SHELL
A3.2	WALL SECTIONS - SHELL
A3.4	MISCELLANEOUS SECTIONS - SHELL
A3.6	CROSS SECTIONS - SHELL
A4.1	PLAN SECTION DETAILS - SHELL
A4.2	DOOR & WINDOW DETAILS - SHELL
A4.4	MISCELLANEOUS DETAILS - INTERIOR
A5.1	ELEVATIONS - EXTERIOR SHELL
A5.2	ELEVATIONS - EXTERIOR SHELL
A5.3	ELEVATIONS - INTERIOR
A5.4	ELEVATIONS - INTERIOR
A5.5	ELEVATIONS & MISC. DETAILS SHELL
A7.1	TYP. FLOOR PLAN - UNITS B8 & A1 - CEILING
A7.2	TYP. FLOOR PLAN - UNITS B6 & C7 - CEILING
A7.3	TYP. FLOOR PLAN - UNITS D5 & B4 - CEILING
A7.4	TYP. FLOOR PLAN - UNITS C3 & B2 - CEILING
A7.5	PARTIAL FLOOR PLANS - CEILING
S1.1	LOWER LEVEL PLAN - FOUNDATIONS
S1.2	FIRST FLOOR PLAN - FRAMING
S1.3	TYPICAL FLOOR PLAN - FRAMING
S1.33	TYPICAL FLOOR PLAN - FRAMING
S1.4	ROOF PLAN - FRAMING
S4.1	STRUCTURAL DETAILS
S4.2	STRUCTURAL DETAILS
S4.3	STRUCTURAL DETAILS
F1.1	LOWER LEVEL PLAN - FIRE SPR.
M1.1	LOWER LEVEL PLAN - MECHANICAL
M1.3	TYPICAL FLOOR PLAN - MECHANICAL
M1.4	ROOF PLAN - MECHANICAL
M1.5	TYPICAL FLOOR PLAN UNITS B8 & A1 - MECHANICAL
M1.55	TYPICAL FLOOR PLAN UNITS B8 & A1 - MECHANICAL

I hereby certify that the attached documents are a full and exact copy of the plans for the Coronado Condominium.

*March Wozniak*  
 MAREK WOZNIAK  
 Registered Architect State of Nebraska





CORONADO CONDOMINIUM

OMAHA, NEBRASKA



W. H. H. & ASSOCIATES

[illegible]

# SYMBOLS

## NOTE

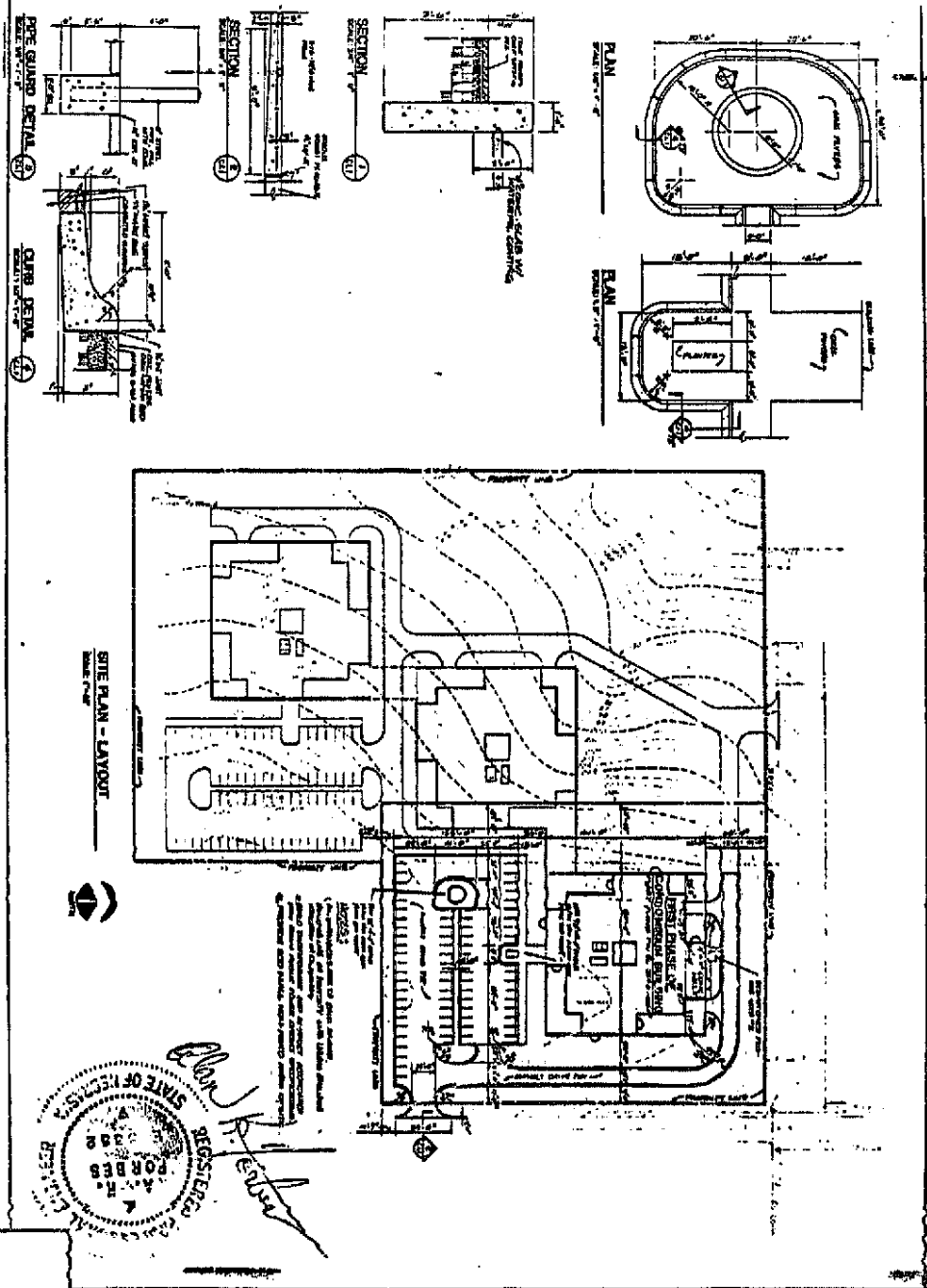
100% 
--

SYMBOLS		ELECTRICAL	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	AC	1	AC
2	DC	2	DC
3	...	3	...
4	...	4	...
5	...	5	...
6	...	6	...
7	...	7	...
8	...	8	...
9	...	9	...
10	...	10	...
11	...	11	...
12	...	12	...
13	...	13	...
14	...	14	...
15	...	15	...
16	...	16	...
17	...	17	...
18	...	18	...
19	...	19	...
20	...	20	...
21	...	21	...
22	...	22	...
23	...	23	...
24	...	24	...
25	...	25	...
26	...	26	...
27	...	27	...
28	...	28	...
29	...	29	...
30	...	30	...
31	...	31	...
32	...	32	...
33	...	33	...
34	...	34	...
35	...	35	...
36	...	36	...
37	...	37	...
38	...	38	...
39	...	39	...
40	...	40	...
41	...	41	...
42	...	42	...
43	...	43	...
44	...	44	...
45	...	45	...
46	...	46	...
47	...	47	...
48	...	48	...
49	...	49	...
50	...	50	...
51	...	51	...
52	...	52	...
53	...	53	...
54	...	54	...
55	...	55	...
56	...	56	...
57	...	57	...
58	...	58	...
59	...	59	...
60	...	60	...
61	...	61	...
62	...	62	...
63	...	63	...
64	...	64	...
65	...	65	...
66	...	66	...
67	...	67	...
68	...	68	...
69	...	69	...
70	...	70	...
71	...	71	...
72	...	72	...
73	...	73	...
74	...	74	...
75	...	75	...
76	...	76	...
77	...	77	...
78	...	78	...
79	...	79	...
80	...	80	...
81	...	81	...
82	...	82	...
83	...	83	...
84	...	84	...
85	...	85	...
86	...	86	...
87	...	87	...
88	...	88	...
89	...	89	...
90	...	90	...
91	...	91	...
92	...	92	...
93	...	93	...
94	...	94	...
95	...	95	...
96	...	96	...
97	...	97	...
98	...	98	...
99	...	99	...
100	...	100	...

**ALL DRAWINGS REPRODUCED IN  
HALF SIZE**

# POOR INSTRUMENT FILED

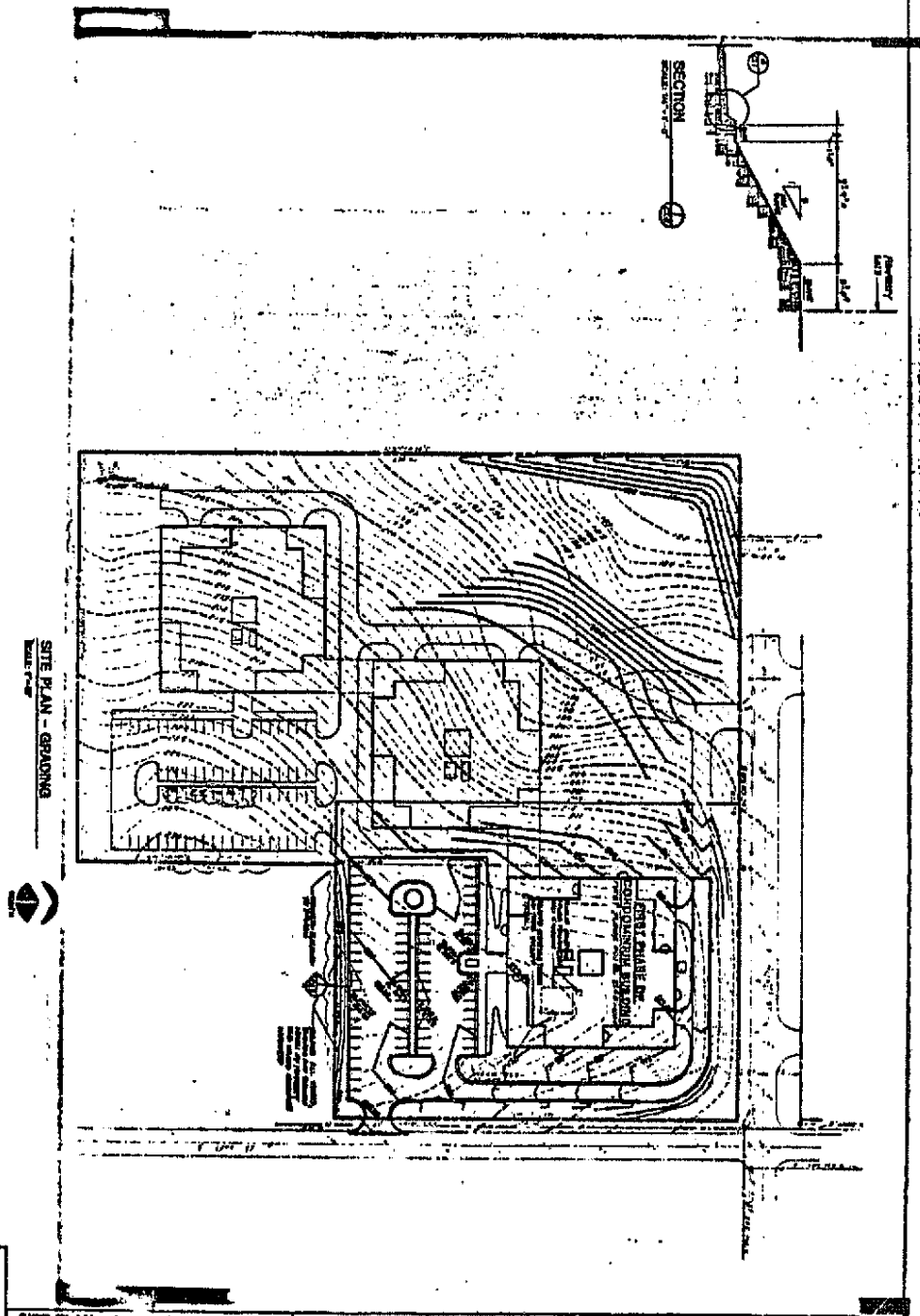
BOOK 1687 PAGE 395



SITE PLAN - LAYOUT  
ARCHITECTURE ENGINEERING PLANNING  
C1.1 CORONADO CONDOMINIUM OMAHA, NEBRASKA HADEL A. WITZMAN AND ASSOCIATES

POOR INSTRUMENT FILED

BOOK 1687 PAGE 396

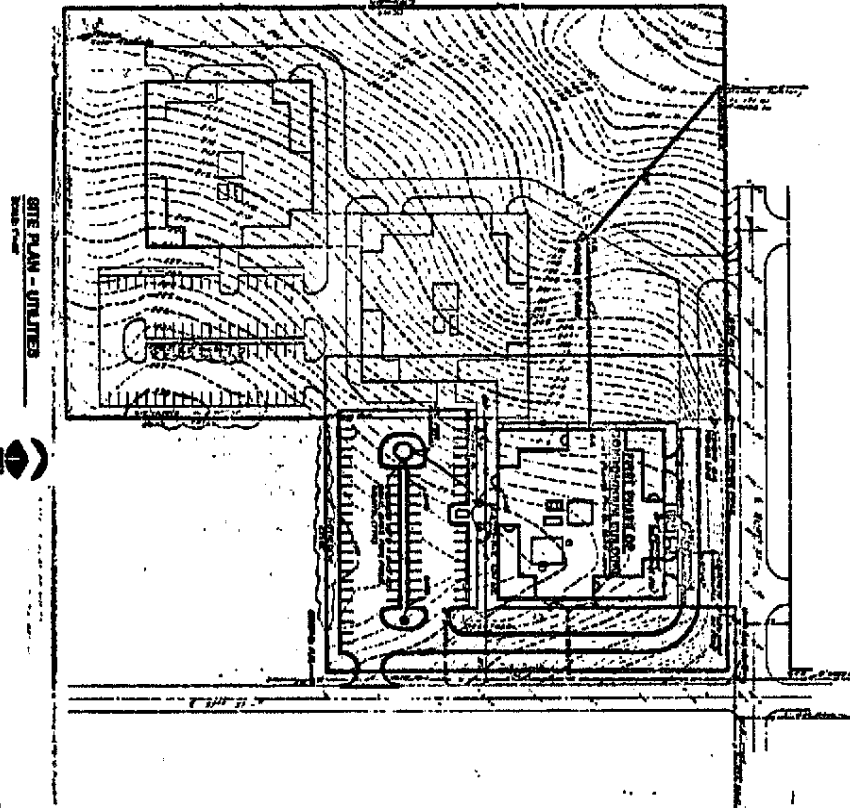


SITE PLAN - GRADING  
ARCHITECTURE GRADING PLANNING  
C1.2 CORONADO CONDOMINIUM OMAHA, NEBRASKA  
MAREL A. WITZMAN AND ASSOCIATES

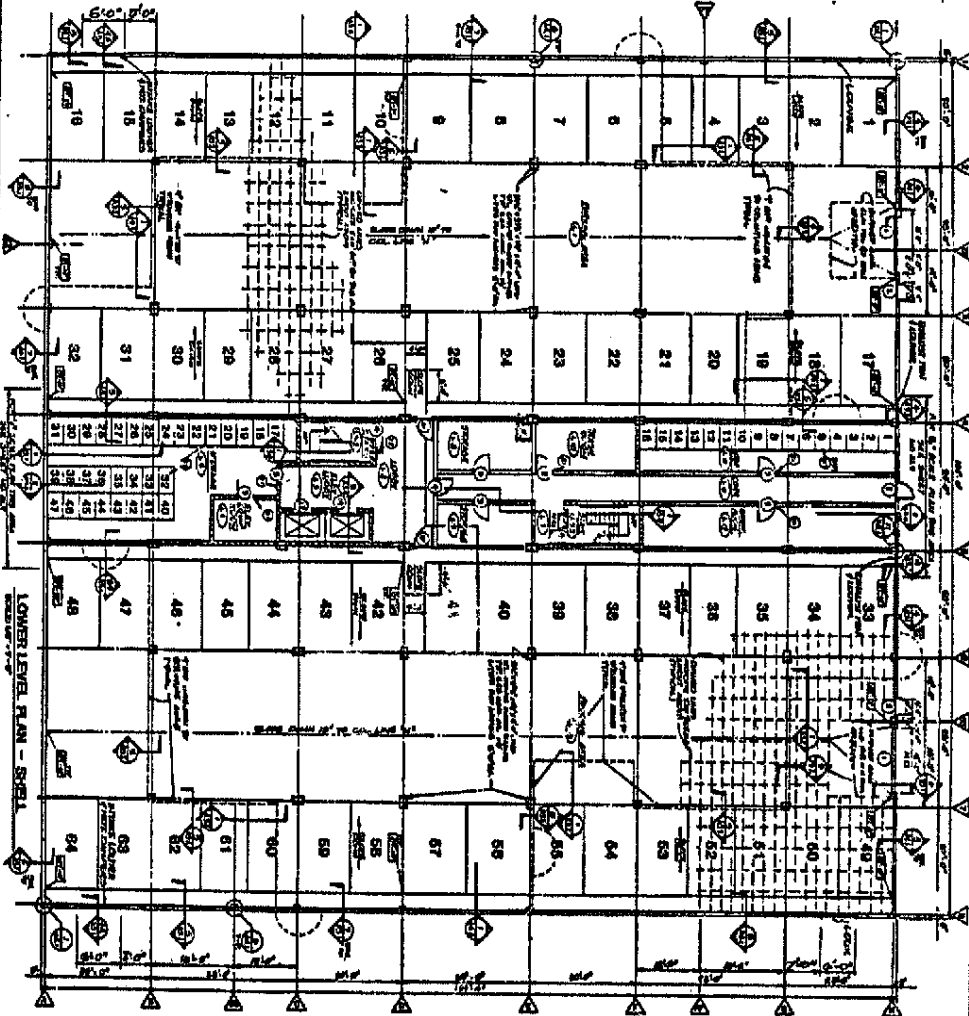
Plans 6

POOR INSTRUMENT FILED

BOOK 1687 PAGE 397

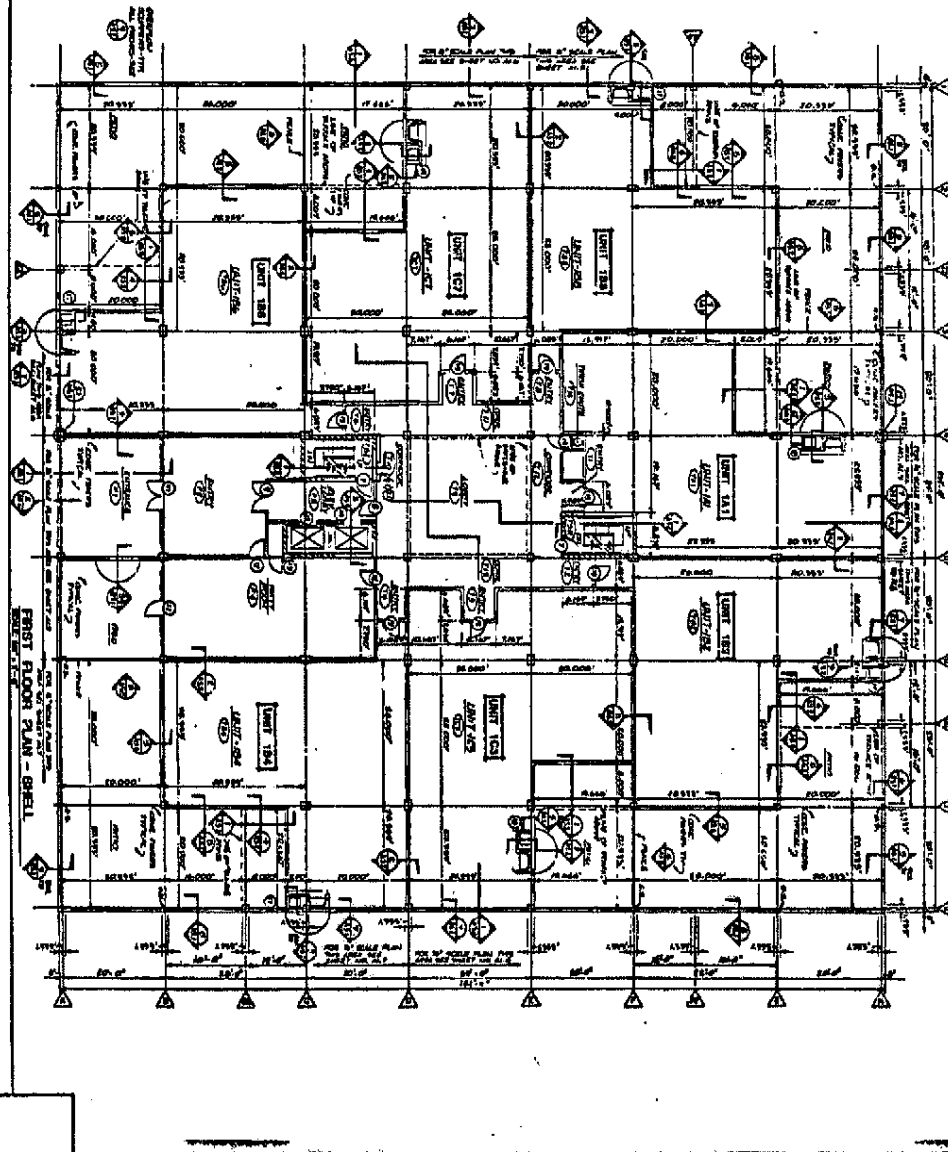


C1.3 SITE PLAN - UTILITIES ARCHITECTURE ENGINEERING PLANNING CORONADO CONDOMINIUM OMAHA, NEBRASKA W.F. HANDEL & WITZMAN, LLP ATTORNEYS



LOWER LEVEL PLAN - SHELL  
 ARCHITECTURE ENGINEERING PLANNING  
 A1.1 CORONADO CONDOMINIUM OMAHA, NEBRASKA  
 MADEIRA, WOLFE, AND ASSOCIATES





FIRST FLOOR PLAN - SHELL  
 ARCHITECTURE & PLANNING  
 A1.2 CORONADO CONDOMINIUM OMAHA, NEBRASKA  
 WAREL A. WOZNIAK AND ASSOCIATES

Plans 9

# POOR INSTRUMENT FILED

- F. Entrance doors to Units shall be kept closed at all times except when actually used for ingress or egress.
- G. The Board may from time to time curtail or relegate any space of Unit to storage or service purposes.
- H. Unit Owners shall not cause or permit any unusual noise or other sound produced upon or to emanate from their units.
- I. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in his or her unit any inflammable, combustible or explosive fluid, material, chemical, or substance, except for normal household use.
- J. If any keys are entrusted by any Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Board or its managing agent, whether for such Unit Owner's unit, automobile, truck or other item of personal property, the acceptance of the keys shall be at the sole risk of such Unit Owner and neither the Board nor the managing agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom.
- K. The existing exterior side of all entrance doors to Units shall not be changed without the prior written permission of the Board and all windows, terraces and entryways serving a Unit exclusively shall be kept clear at all times at the expense of the owner of such Unit.

## 7. ADMINISTRATION

- A. Any consent or approval given under these rules and regulations may be added to, amended or revoked at any time by resolution of the Board.
- B. The right is specifically reserved to the Board to rescind, change, or amend these rules and regulations and to adopt such other rules and regulations as from time to time the Board may deem necessary.

BOOK 1687 PAGE 474

3472 KUBARK 1687

36002

RECEIVED  
1982 JUN 15 AM 11:46  
C. HAROLD LILES  
REGISTER OF DEEDS  
DOUGLAS COUNTY, FLOR.

Book 1687  
Page 372  
Sub 1  
76-

1687-27  
Index  
Comp  
1687-27

5-11-82



1011 201 MISC



12377 92 201-201

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

76

BOOK 1011 PAGE 201

THIRD AMENDMENT TO THE MASTER DEED  
OF THE CORONADO CONDOMINIUM  
PROPERTY REGIME

This Third Amendment has been executed and recorded pursuant to Section 7.D. of the Master Deed of the Coronado Condominium Property Regime (the "Regime") dated June 15, 1982, recorded June 15, 1982 in Book 1687, Page 373 of the Deed Records of the Register of Deeds of Douglas County, Nebraska, as amended by a First and Second Amendment found in the records of the Register of Deeds of Douglas County, Nebraska, all of which documents are collectively referred to as the "Master Deed".

Coronado Condominium Association, the sponsor under the Master Deed, hereby reassigns the parking the spaces within the Regime to the apartment unit identified opposite such parking space number.

PARKING SPACE #	LOCATION	APT. UNIT #
24	As shown on the Unit Plan	1C7
31 and 32	As shown on the Unit Plan	6B8

EXECUTED and DATED as of the 16 day of April, 1992.

CORONADO CONDOMINIUM ASSOCIATION,

  
Richard Booth, M.D.

Shirley  
Nebraska Closing & Escrow  
12100 W. Center Rd. #208  
Omaha, Nebraska 68144

RECEIVED  
MAY 11 9 41 AM '92  
GEORGE J. BUELEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

*12377 B*  
BK 1011 N 88-27 C/O FEE 28  
PG 201 N DEL 14 MC RS  
OF 115 COMP 14 F/D 53-07470



BK 1386 PG 549-593



MISC 2001 09224

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

01 JUN 22 PM 1:22

RECEIVED

## AMENDMENT TO EASEMENT AND MASTER DEED

Misc. 45 F 244.50 53-0747  
 FEE 244.50 FB 53-11212  
 BKP 88.27 C/O COMA  
 DEL SCAN CR FV

This AMENDMENT TO EASEMENT is made and entered into this 14<sup>th</sup> day of May, 2001, by and between CORONADO CONDOMINIUM PROPERTY REGIME, a condominium organized under the laws of the State of Nebraska according to MASTER DEED dated June 15, 1982, filed in Book 1687, Page 373 of the Deed Records of Douglas County, Nebraska, as amended by FIRST AMENDMENT TO MASTER DEED dated October 7, 1983, filed in Book 698, Page 168 of the Deed Records of Douglas County, Nebraska, the description of which was amended by AFFIDAVIT OF CORRECTION dated October 17, 1983, filed in Book 698, Page 437 of the Deed Records of Douglas County, Nebraska; and as further amended by AMENDMENT TO MASTER DEED AND BY-LAWS dated April 17, 1985, filed in Book 736, Page 428 of the Deed Records of Douglas County, Nebraska; and as further amended by AFFIDAVIT dated February 19, 1990, filed in Book 914, Page 20 of the Deed Records of Douglas County, Nebraska; and as further amended by THIRD AMENDMENT TO THE MASTER DEED OF THE CORONADO CONDOMINIUM PROPERTY REGIME dated April 16, 1992, filed in Book 1011, Page 201 of the Deed of Records of Douglas County, Nebraska; (herein "Coronado") and DANA DEVELOPMENT COMPANY, a Nebraska corporation (herein "Dana").

PRELIMINARY STATEMENT

Coronado is a condominium situated on the property described in Exhibit "1" to this AMENDMENT TO EASEMENT AND MASTER DEED (the "Coronado Property"). The Coronado Property is benefited by an easement granted in a PARTNERSHIP WARRANTY DEED dated June 1, 1984, which has been filed in Book 1731, Page 347 of the Deed Records of Douglas County, Nebraska (herein the "Grant Deed"). A copy of the Grant Deed is attached as Exhibit "2" to this AMENDMENT TO EASEMENT AND MASTER DEED.

The Grant Deed grants for the exclusive benefit of the Coronado Property an easement for the installation and maintenance of a sanitary sewer in a fifteen foot (15') strip (the "Easement Property") which extends over an adjoining property which is now known as Lot 4, Embassy Tower, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska (the "Burdened Property").

By execution of this AMENDMENT TO EASEMENT AND MASTER DEED, Coronado hereby amends the Master Deed and the easement on the Burdened Property, as follows:

16

1. Notwithstanding anything to the contrary in the Grant Deed, the owner of the Burdened Property may use the surface of the Easement Property for parking lots and drives without further consent of Coronado.

2. Dana shall pay or reimburse to Coronado any loss, damage or expense sustained by Coronado as a direct result of the use of the surface of the Easement Property pursuant to this AMENDMENT TO EASEMENT AND MASTER DEED, or which is caused by or related to any construction, including any excavation, fill work, or landscaping, performed on the Burdened Property.

3. Coronado, or its agents, contractors and designees may, from time to time, after reasonable notice to Dana, come upon the Burdened Property for the purpose of inspecting, maintaining, repairing and/or improving the sanitary sewer which is situated within the Easement Property. In connection therewith, Coronado, or its contractors, may cut and remove such portions of any drives, parking lots or landscaped areas as may be necessary to accomplish the inspection, maintenance, repair or improvement of the sanitary sewer. Upon completion of its activities, Coronado or its contractors shall fill and compact any soil which has been disturbed in connection with the inspection, maintenance, repair or improvement of the sewer system. Coronado shall not be obligated to replace or repair the surface of any drives, parking lots or landscaped areas which are disrupted in connection with the inspection, repair, maintenance or improvement of the sanitary sewer system.

4. In connection with any inspection, maintenance, repair or improvement of the sanitary sewer within the Easement Property, Coronado shall: (i) except in the event of an emergency, provide reasonable advance written notice to Dana; (ii) reasonably attempt to minimize the damage to the Burdened Property; and (iii) cooperate with Dana to minimize the disruption to Dana's use of the parking and drives on the Burdened Property. If an emergency exists, Coronado shall give notice to Dana at the earliest practical time.

5. Dana may, at its expense, relocate the sanitary sewer as described by the March 8, 2001 letter to Fred Mickey from Douglas S. Dreesen, P.E., which letter is attached hereto as Exhibit "3", provided that concurrent with the initiation of use of the new sanitary sewer, Dana shall deliver to Coronado a grant of a new easement over the new sanitary sewer, with provisions similar to the easement granted in the Grant Deed as amended by this AMENDMENT TO EASEMENT AND MASTER DEED. Upon completion of the foregoing, the easement granted by the Grant Deed, and amended by this AMENDMENT TO EASEMENT AND MASTER DEED, shall terminate and be of no further force or effect.

6. Dana agrees that any and all exterior garbage and trash receptacles shall be located within the west 75 feet of the Burdened Property, and that Dana shall not allow normal trash or garbage pickup between the hours of 9:00 PM and 7:00 AM.

7. The Condominium Regime maintains a swimming pool on the westerly portion of the Coronado Property. In order to control the debris (leaves and seeds) which could blow from the Burdened Property into the swimming pool, Dana agrees that for so long as the Condominium Regime maintains a swimming pool on the westerly portion of

the Coronado Property, Dana will plant and maintain bushes and trees along the eastern lot line of the Burdened Property which: (i) will remain less than six (6) feet in height; or (ii) if more than six (6) feet in height are evergreen; and (iii) have root structures which are unlikely to disturb the sewer if it is relocated to the easterly side of the Burdened Property. Such bushes or trees will be, at the time of planting, of a size at least typical of initial plantings for similar office buildings in the area. In addition, Dana agrees to plant trees in green spaces between the building on the Burdened Property and the Coronado Building, at least four (4) of which will be, at maturity, over thirty (30) feet in height and at the time of planting will be at least twelve (12) feet in height.

8. The covenants, restrictions, conditions and easements granted by the Grant Deed as amended by this AMENDMENT TO EASEMENT AND MASTER DEED shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Coronado Property and the Burdened Property. Upon conveyance of the Coronado Property or the Burdened Lot, the grantee, by accepting such conveyance, shall thereby become a party to this AMENDMENT TO EASEMENT AND MASTER DEED, and will be deemed to have assumed and agreed to perform each of the obligations of the conveying owner; and each conveying owner of the property shall be released and discharged from any and all obligations or liabilities under the Grant Deed as amended by this AMENDMENT TO EASEMENT AND MASTER DEED upon transfer of all of its right, title and interest in and to such property.

9. Notwithstanding anything in the Master Deed or the Bylaws of Coronado to the contrary, the Master Deed is hereby specifically amended to give effect to the amendment of the easement on the Burdened Property as described herein, and to authorize and empower the Board of Administrators of Coronado to take such further action as may be necessary from time to time to implement and enforce amendment of the easement on the Burdened Property as contemplated herein.

10. All notices and demands which may be required or permitted to be given by either party to the other hereunder shall be in writing and shall be deemed effective upon delivery, or three days after mailing if sent by United States mail, certified, postage prepaid, return receipt requested, and addressed as follows:

If to Dana: Dana Development Company  
c/o Irving R. Dana, III  
3120 South 101<sup>st</sup> Street  
Omaha, Nebraska 68124

If to Coronado: Coronado Condominium Property Regime  
770 North 93<sup>rd</sup> Street  
Omaha, Nebraska 68114  
ATTN: President of Board of Administrators

or to such other address as either party may designate to the other by like notice.

This AMENDMENT TO EASEMENT AND MASTER DEED may be executed in counterparts which, taken together, constitute the action of Coronado and its owners.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO EASEMENT AND MASTER DEED on the date and year first above written.

[Following are pages which constitute counterpart execution of this AMENDMENT TO EASEMENT by Dana Development Company and Coronado Condominium Property Regime.]

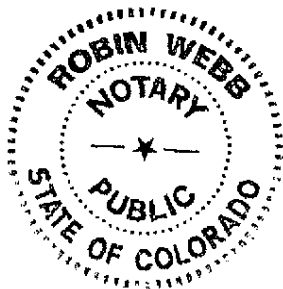
DANA DEVELOPMENT COMPANY,  
a Nebraska corporation

By IRVING R. DANA  
Irving R. Dana, President

STATE OF ~~NEBRASKA~~ <sup>COLORADO</sup> )  
COUNTY OF ~~DOUGLAS~~ <sup>Summit</sup> ) ss:

The foregoing instrument was acknowledged before me, a Notary Public, this 13 day of JUNE, 2001, by Irving R. Dana, the President of Dana Development Company, a Nebraska corporation, on behalf of said corporation.

ROBIN WEBB  
Notary Public



My Commission Expires  
May 17, 2003



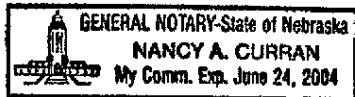
Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 1A1 of Coronado Condominium Property Regime.

Jerry Rosinsky

Cheryl Rosinsky

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

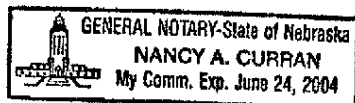
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Jerry Rosinsky.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Charney T. Rosinsky.



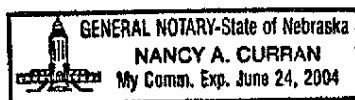
Nancy A. Curran  
Notary Public

Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 1B2 of Coronado Condominium Property Regime.

Carolyn Stern

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Carolyn R. Stern.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2001, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

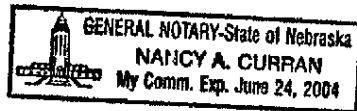
Executed the 17th day of May, 2001, by the undersigned owner(s) of Unit 163 of Coronado Condominium Property Regime.

Florine Passer Revocable TRUST  
created by TRUST AGREEMENT dated  
1/18/93

By *Florine Passer*  
Trustee

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 17th day of May, 2001, by Florine Passer, Trustee.



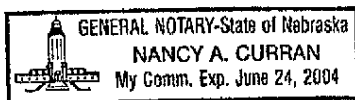
*Nancy A. Curran*  
Notary Public

Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 1B4 of Coronado Condominium Property Regime.

Marcia L. Gallner  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
May, 2001, by Marcia Gallner, a single person.



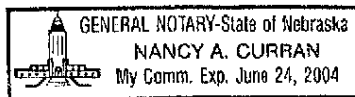
Nancy A. Curran  
Notary Public

Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 1B6 of Coronado Condominium Property Regime.

Tena D. Janerick  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Tena D. Janerick a single person.



Nancy A. Curran  
Notary Public

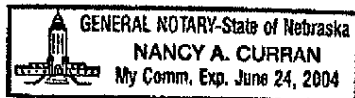
Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 1B8 of Coronado Condominium Property Regime.

Edward K. Corrigan, Jr. TRUST  
created by TRUST AGREEMENT dated  
\_\_\_\_\_

By Betty J. Corrigan  
Trustee

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
May, 2001, by Betty Corrigan, Jr. Trustee.



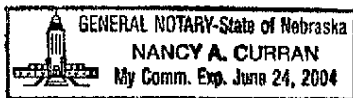
Nancy A. Curran  
Notary Public

Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 2A1 of Coronado Condominium Property Regime.

Bede Ostrow  
A Single Person

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Bede Ostrow, a single person.



Nancy A. Curran  
Notary Public

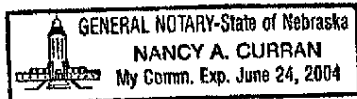
Executed the 14th day of May, 2001, by the undersigned owner(s) of Unit 243 of Coronado Condominium Property Regime.

Dorothy Anne Yaffe TRUST  
created by TRUST AGREEMENT dated \_\_\_\_\_

By Sol Yaffe  
Trustee

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14th day of May, 2001, by Sol Yaffe, Trustee.



Nancy A. Curran  
Notary Public



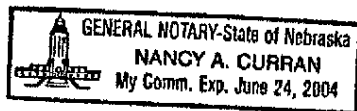
Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 2B4 of Coronado Condominium Property Regime.

Lucille K. Katelman TRUST  
created by TRUST AGREEMENT dated \_\_\_\_\_

By *Lucille K. Katelman*  
Trustee

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2001, by Lucille K. Katelman, Trustee.



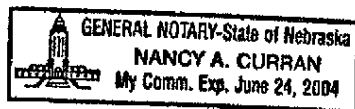
*Nancy A. Curran*  
Notary Public

Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 2D5 of Coronado Condominium Property Regime.

X Elaine J. Feldman  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
May, 2001, by Elaine J. Feldman, a single person.



Nancy A. Curran  
Notary Public

Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 236 of Coronado Condominium Property Regime.

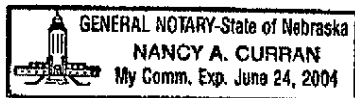
Emma Josin Revocable TRUST  
created by TRUST AGREEMENT dated  
10/8/93

1

By Ben Josin  
Trustee

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Ben Josin, Trustee.



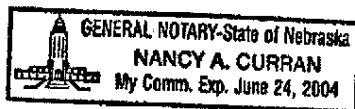
Nancy A. Curran  
Notary Public

Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 2C7 of Coronado Condominium Property Regime.

\* Ethel Mogil  
A Single Person

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
May, 2001, by Ethel Mogil, a single person.



Nancy A. Curran  
Notary Public

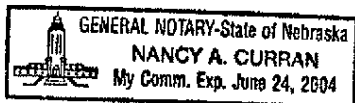
Executed the 14th day of May, 2001, by the undersigned owner(s) of  
Unit 288 of Coronado Condominium Property Regime.

June V. Herron

James B. Herron, Deceased

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14th day of  
May, 2001, by June V. Herron.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2001, by \_\_\_\_\_.

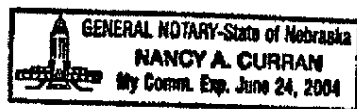
\_\_\_\_\_  
Notary Public

Executed the 14 day of May, 2001, by the undersigned owner(s) of  
Unit 3121 of Coronado Condominium Property Regime.

Marty Pierson  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
May, 2001, by Marty Pierson, a single person.



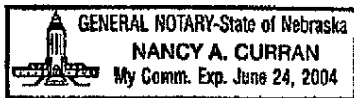
Nancy A. Curran  
Notary Public

Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 382 of Coronado Condominium Property Regime.

Margaret J. Haller  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Margaret J. Haller, a single person.



Nancy A. Curran  
Notary Public

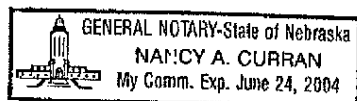
Executed the 17<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 303 of Coronado Condominium Property Regime.

Sue Meyers

David Meyers

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

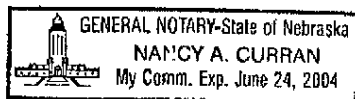
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2001, by Sue Meyers.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2001, by ~~Sue~~ Meyers  
David.



Nancy A. Curran  
Notary Public



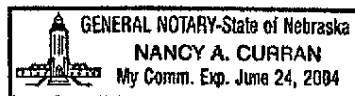
Executed the 13<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 3B4 of Coronado Condominium Property Regime.

Edith Ross Revocable TRUST  
created by TRUST AGREEMENT dated

By Quinn Rose  
Trustee

[illegible]

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2001, by Edith Ross, Trustee.



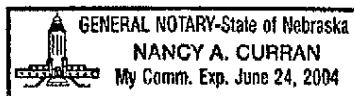
Nancy A. Curra  
Notary Public

Executed the 17<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 3B6 of Coronado Condominium Property Regime.

Gloria Dinsdale  
A Single Person

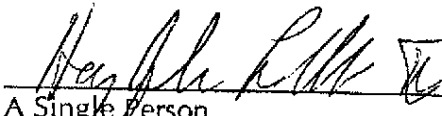
STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of  
May, 2001, by Gloria Dinsdale, a single person.




Nancy A. Curran  
Notary Public

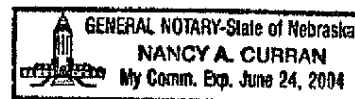
Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 3B8 of Coronado Condominium Property Regime.

  
A Single Person

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Henry John Lehnhoff, III, a single person.

  
Notary Public

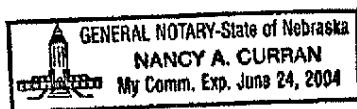


Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 4C3 of Coronado Condominium Property Regime.

Beatrice Karp  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Beatrice Karp, a single person.



Nancy A. Curran  
Notary Public

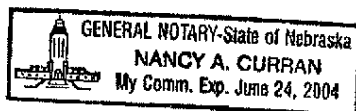
Executed the 14th day of May, 2001, by the undersigned owner(s) of Unit 4DS of Coronado Condominium Property Regime.

Conrad S. Young

Muriel K. Young

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

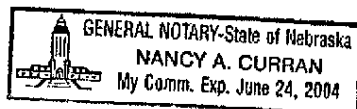
The foregoing instrument was acknowledged before me this 14th day of May, 2001, by Conrad S. Young.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14th day of May, 2001, by Muriel K. Young.



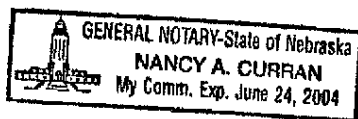
Nancy A. Curran  
Notary Public

Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 4B4 of Coronado Condominium Property Regime.

N. P. Dodge  
X ~~A Single Person~~ N. P. Dodge Company, a  
Nebraska Corporation  
By N. P. Dodge, Sr. Chairman

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by N. P. Dodge, Sr., a single person.



Nancy A. Curran  
Notary Public

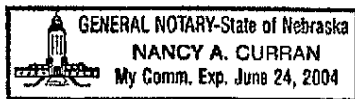
Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 417 of Coronado Condominium Property Regime.

William J. Hetzler TRUST  
created by TRUST AGREEMENT dated  
6/4/96

By William J. Hetzler  
Trustee

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by William J. Hetzler, Trustee.



Nancy A. Curran  
Notary Public

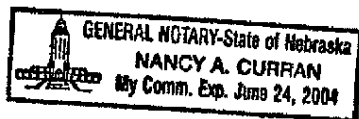
Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 4B8 of Coronado Condominium Property Regime.

Marilynn A. Hetzler TRUST  
created by TRUST AGREEMENT dated  
\_\_\_\_\_

By Marilynn A. Hetzler  
Trustee

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Marilynn A. Hetzler, Trustee.



Nancy A. Curran  
Notary Public



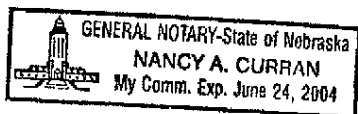
Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit SA1 of Coronado Condominium Property Regime.

\* Albert L. Feldman

\* Eleanor J. Feldman

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

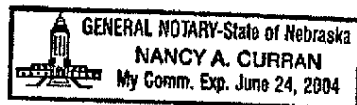
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2001, by Albert L. Feldman.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2001, by Eleanor J. Feldman.



Nancy A. Curran  
Notary Public

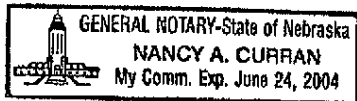
Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 503 of Coronado Condominium Property Regime.

Anna Ellen Wiesman Living TRUST  
created by TRUST AGREEMENT dated \_\_\_\_\_

By \* Anna Ellen Wiesman  
Trustee

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Anna Ellen Wiesman, Trustee.



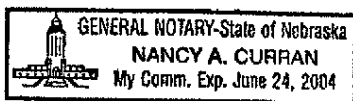
Nancy A. Curran  
Notary Public

Executed the \_\_\_\_ day of \_\_\_\_\_, 2001, by the undersigned owner(s) of Unit 5D5 of Coronado Condominium Property Regime.

X Charlotte Shelton Ellis  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Charlotte Shelton Ellis, a single person.



Nancy A. Curran  
Notary Public

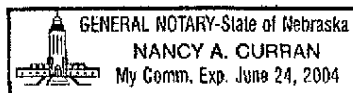
Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 5B6 of Coronado Condominium Property Regime.

\* Ref Connet

\* Martha M. Connet

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

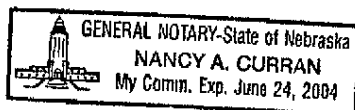
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2001, by Don J. Connet.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2001, by Martha M. Connet.



Nancy A. Curran  
Notary Public

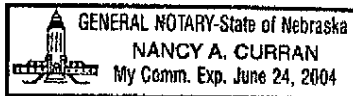
Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 5C7 of Coronado Condominium Property Regime.

\* [Signature]

\* [Signature]

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

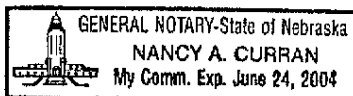
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Dwight A. Johnson.



[Signature]  
Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Juliann Livingston.



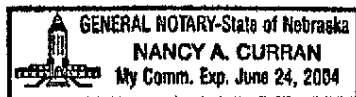
[Signature]  
Notary Public

Executed the 17<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 5B8 of Coronado Condominium Property Regime.

Esther S. Canar  
A Single Person

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of  
May, 2001, by Esther S. Canar, a single person.

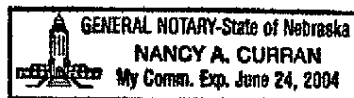


Nancy A. Curran  
Notary Public

6A-1  
6B-2

By Letty Rubin  
Trustee

The foregoing instrument was acknowledged before me this 14th day of May, 2001, by Betty Rubin, Trustee.



Nancy A. Curran  
Notary Public

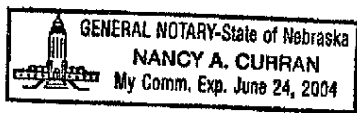
Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 603 of Coronado Condominium Property Regime.

Elizabeth Kuker TRUST  
created by TRUST AGREEMENT dated  
6/5/95

By Elizabeth Kuker  
Trustee

STATE OF NEBRASKA     )  
                                  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Elizabeth Kuker, Trustee.



Nancy A. Curran  
Notary Public



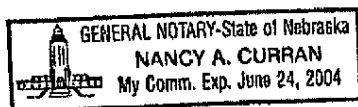
Executed the \_\_\_\_ day of \_\_\_\_\_, 2001, by the undersigned owner(s) of  
Unit 6DS of Coronado Condominium Property Regime.

6B6

\* \_\_\_\_\_  
\* Harriet B. Singer

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Harriet B. Singer.



Nancy A. Curran  
Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2001, by Lazier L. Singer - Deceased

\_\_\_\_\_  
Notary Public

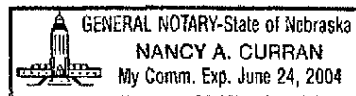
Executed the 14<sup>th</sup> day of May, 2001, by the undersigned owner(s) of Unit 621 of Coronado Condominium Property Regime.

Robert A. Veach TRUST  
created by TRUST AGREEMENT dated \_\_\_\_\_

By Lois A. Veach  
Trustee

STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001, by Lois A. Veach, Trustee.



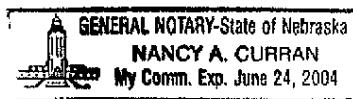
Nancy A. Curran  
Notary Public

Executed the 15<sup>th</sup> day of May, 2001, by the undersigned owner(s) of  
Unit 6B8 of Coronado Condominium Property Regime.

Barrett L. James  
A Single Person

STATE OF NEBRASKA     )  
                                      ) ss.:  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
May, 2001, by Barrett L. James, a single person.



Nancy A. Curran  
Notary Public

EXHIBIT "1"

CORONADO PARCEL

That part of Lot 9, Piersons Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of said Lot 9;

thence S 89°37'58" E (assumed bearings) for 333.02 feet along the North line of said Lot 9 to a found pin;

thence S 89°44'15" E for 49.45 feet along said North line to the True Point of Beginning;

thence continuing S 89°44'15" E for 250.63 feet along said North line to a point that is 25 feet West of the Northeast corner of said Lot 9; thence S 0°00'06" W for 384.27 feet parallel with and 25 feet West of the East line of said Lot 9;

thence N 89°41'51" W for 250.53 feet;

thence N 0°00'49" W for 384.09 feet to the True Point of Beginning.

Contains 2.21 acres, more or less

PARTNERSHIP WARRANTY DEED

EXHIBIT 2

BOOK 1731 PAGE 347

a Nebraska GROVE-WOZNIAK LIMITED PARTNERSHIP,  
Limited

Partnership, GRANTOR, in consideration of

Ten Dollars (\$10.00) and other good and valuable consideration ~~XXXXXX~~ received from GRANTEE John Madden Company, a Colorado corporation,

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

See Exhibit A attached hereto and incorporated herein by reference.

Subject to and provided, however, that the real estate described in Exhibit B hereto shall be reserved as a landscaped area (including plantings to be approved by Grantor which plantings shall be similar to the present plantings surrounding the Coronado Condominiums and which plantings shall be maintained by Grantee and its successors) and shall not be paved or used for parking lot, driveway or other constructed improvements without the express written consent of the owners of the property immediately adjacent to the property described in Exhibit B, and further subject to and provided, however, that the real estate described in Exhibit B-1 hereto shall be reserved as a permanent easement for the installation and maintenance of a sanitary sewer for the exclusive benefit of adjoining property to the east, commonly known as Coronado Condominiums.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

(1) is lawfully seized of such real estate and that it is free from encumbrances except easements and restrictions of record.

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed..... May 31, ..... 19 84

GROVE-WOZNIAK LIMITED PARTNERSHIP.....

By F & G, Inc., General Partner

By Harold E. Grove, ~~xxxxxx~~ President

Attest [Signature]  
Secretary

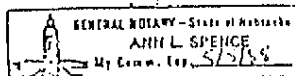
STATE OF NEBRASKA

COUNTY OF Douglas

The foregoing instrument was acknowledged before me on June 1, ..... 19 84.

by Harold E. Grove, President of F & G, Inc., General

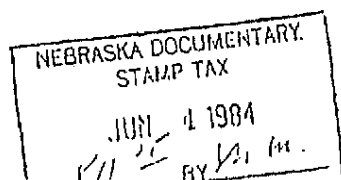
Grove-Wozniak Limited Partnership, Partner, on behalf of  
on behalf of said partnership. a Partnership.



[Signature]  
Notary Public  
My commission expires 5/5/86

STATE OF NEBRASKA, County of .....

Filed for record and entered in Numerical Index on ..... 19 .. at ..... o'clock M., and  
certified in Deed Record ..... Page .....



County or Deputy County Clerk  
Register or Deputy Register of Deeds

## EXHIBIT A

That part of Lot 9, in PIERSON'S SUB-DIVISION, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows: Beginning at the Northwest corner of said Lot 9; thence S89°37'58"E (assumed bearings) for 333.02 feet along the North line of said Lot 9 to a found pin; thence S89°44'15"E for 49.45 feet along the North line of said Lot 9; thence S0°00'49"E for 304.09 feet; thence S89°41'51"E for 10.74 feet; thence S0°07'59"E for 251.30 feet to the South line of said Lot 9; thence N89°30'46"W for 394.57 feet to the Southwest corner of said Lot 9; thence N0°03'40"E for 634.53 feet to the Point of Beginning.

Except a 15 feet by 100 feet parcel of Lot 9 described as follows:

Beginning at the Northwest corner of said Lot 9; thence S89°37'58"E (assumed bearing) for 333.02 feet along the North line of said Lot 9 to a found pin; thence S89°44'15"E for 49.45 feet along the North line of said Lot 9; thence S0°00'49"E for 131 feet to the true point of beginning; thence continuing on the same bearing for 100 feet; thence West at a 90 degree angle for 15 feet; thence North at a 90 degree angle for 100 feet; thence East at a 90 degree angle for 15 feet to the point of beginning.

## EXHIBIT B

East 35 feet of the West 382.47 feet of the North 304.09 feet of Lot 9, Pierson Subdivision, City of Omaha, Nebraska.

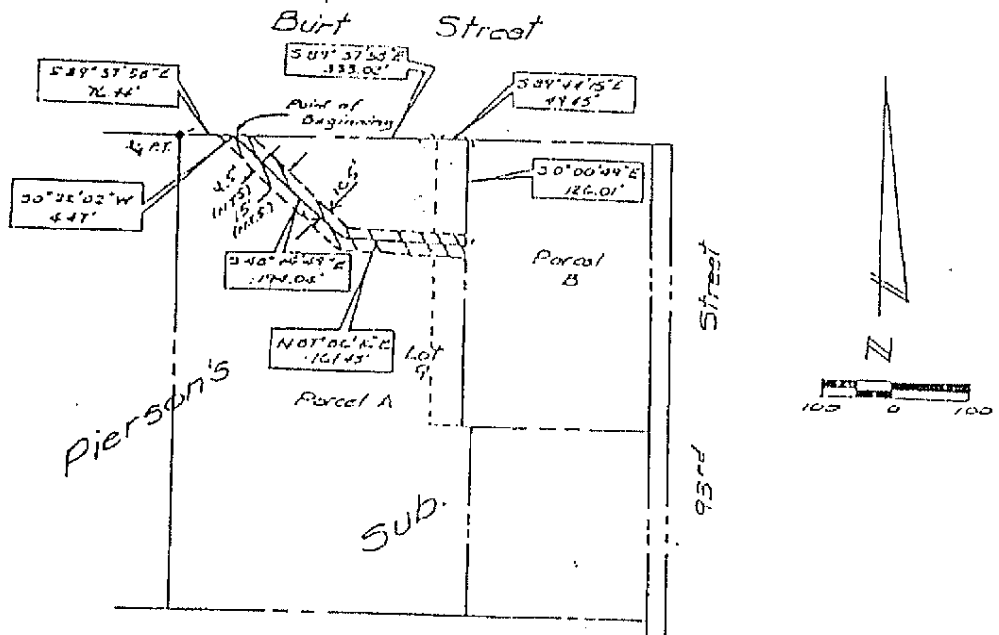
# LEGAL DESCRIPTION

## Permanent Easement

BOOK 1731 PAGE 349

EXHIBIT "A"

A permanent easement 15 feet in width, for the installation and maintenance of a sanitary sewer on part of Lot 9, PIERSONS SUBDIVISION, as surveyed, platted and recorded in Douglas County, Nebraska, said easement lying 10.5' on North & 4.5' on South: of a line described as follows: Commencing at the Northwest corner of said Lot 9; thence S 89° 37' 58" E (assumed bearings) for 76.44 feet along the North line of said Lot 9 to the True Point of Beginning; thence S 0° 22' 02" W for 4.47 feet; thence S 40° 14' 49" E for 124.04 feet; thence N 87° 56' 16" E for 161.43 feet to a point that is S 89° 37' 58" E for 333.02 feet and S 89° 44' 15" E for 49.45 feet and S 0° 00' 49" E for 126.01 feet of the Northwest corner of said Lot 9.



### Legend

P.T. = Pinched Top  
N.T.S. = Not to Scale

EXHIBIT B-1

77  
Rec'd

RECEIVED  
1904 JUN 14 AM 11:19

1731  
349  
-16-

1731  
349  
-16-



EXHIBIT 3

THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors

March 8, 2001

Mr. Fred Mickey  
Fred Mickey & Associates  
14748 West Center Road  
Omaha, NE 68144

RE: Lot 4 Embassy Tower  
TD<sup>2</sup> Job No. 1094-102.1

ROBERT E. DREESSEN, P.E.  
WILLIAM P. DORNER, L.S.  
NELSON J. HYMAN, P.E.  
JAMES D. WARNER, L.S.  
CHARLES E. RIGGS, P.E.  
KA "KIP" P. SQUIRE III, P.E.  
JOHN M. KOTTMANN, P.E.  
ARTHUR D. BECCARD, P.E.  
JOSEPH C. KOSINOVSKY, P.E.  
DOUGLAS S. DREESSEN, P.E.  
BRADLEY K. HAKEMAN, P.E.  
DEAN A. JAEGER, P.E.  
RICIARD M. BROYES, L.S.  
DAVID H. NEEF, L.S.  
RONALD M. KOENIG, L.S.  
CHRIS E. DORNER, L.S.  
LORAS A. KLOSTERMANN, P.E.  
TIMOTHY T. PAPSTEIN, P.E.  
MICHAEL J. SMITH, L.S.  
TROY J. NISSEN, P.E.  
DOUGLAS E. KELLNER, P.E.

Mr. Mickey:

Pursuant to your recent inquiry, we investigated the existing sanitary sewer capacity across the lot versus the proposed re-routed sanitary sewer capacity. We visited with the maintenance staff of the condominiums to the east to determine that a six-inch diameter vitrified clay pipe at 7.78% slope enters the lot from the east. This line has a capacity of 1.56 cubic feet per second. The proposed re-route of the sewer contains two runs. The north-south (new) run will be an 8 inch diameter PVC pipe at 10.01 % grade (capacity 3.80 cfs). The existing pipe parallel to Burt Street is an 8 inch diameter ABS pipe at 5.20% grade (capacity 2.74 cfs). The re-routed sewer actually provides added capacity to the area.

Please contact the undersigned for additional information or with any questions.

Respectfully submitted,

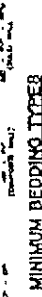
THOMPSON, DREESSEN & DORNER, INC.

Douglas S. Dreessen, P.E.

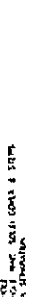
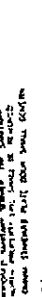
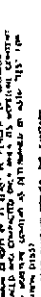
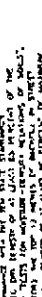
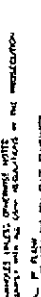
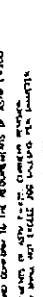
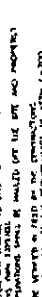
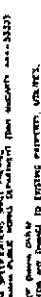
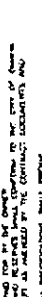
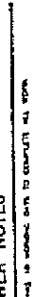
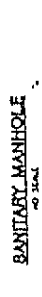
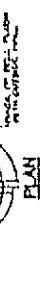
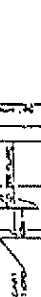
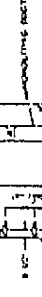
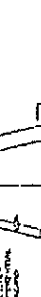
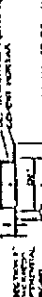
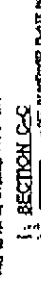
DSD/bam

cc: Gross & Welch, Joe Polack's successor ✓



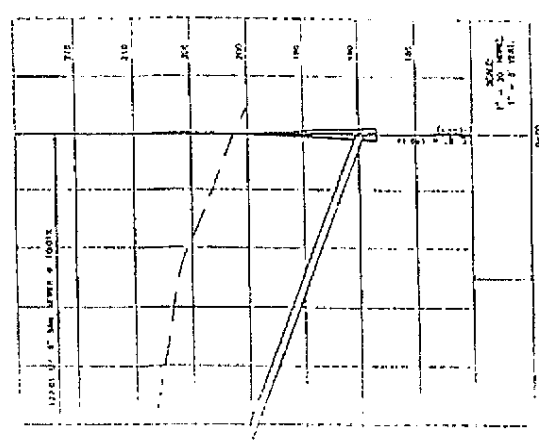
[illegible]

1000  
1965  
a)



SECRETARY OF DEFENSE

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
84



STATE OF NEW YORK

1	0.5
---	-----



MISC 2007052750



MAY 10 2007 12:22 P 18

After recording, please return to:

Keith Miller  
CROKER, HUCK, KASHER, DeWITT,  
ANDERSON & GONDERINGER, L.L.C.  
2120 S. 72nd Street, Suite 1200  
Omaha, NE 68124

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
5/10/2007 12:22:42.17



2007052750

**CORONADO CONDOMINIUM PROPERTY REGIME  
AMENDED AND RESTATED BYLAWS AS OF MAY 15, 2003**

Real Estate Description:

Units 1A1, 1B2, 1C3, 1B4, 1B6, 1C7, 1B8, 2A1, 2B2, 2C3, 2B4, 2D5, 2B6, 2C7,  
2B8, 3A1, 3B2, 3C3, 3B4, 3D5, 3B6, 3C7, 3B8, 4A1, 4B2, 4C3, 4B4, 4D5, 4B6,  
4C7, 4B8, 5A1, 5B2, 5C3, 5B4, 5D5, 5B6, 5C7, 5B8, 6A1, 6B2, 6C3, 6B4, 6D5,  
6B6, 6C7, 6B8 of Coronado Condominium Property Regime, Omaha, Douglas  
County, Nebraska

L MISC  
18  
47  
FILE 113.2 FB 53-07470.  
BRP \_\_\_\_\_ C/O \_\_\_\_\_ Comm. 5/2  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ EV \_\_\_\_\_  
152786 152799

**CORONADO CONDOMINIUM PROPERTY REGIME  
AMENDED AND RESTATED BYLAWS AS OF MAY 15, 2003  
TABLE OF CONTENTS**

**ARTICLE I - PLAN OF APARTMENT OWNERSHIP**

1. Apartment Ownership
2. Applicability of Bylaws
3. Application
4. Office

**ARTICLE II - BOARD OF ADMINISTRATORS**

1. Number and Qualifications
2. Powers and Duties
3. Managing Agent and Manager
4. Election and Term of Office
5. Removal of Board
6. Vacancies
7. Organization Meeting
8. Regular Meetings
9. Special Meetings
10. Waiver of Notice and Consents in Lieu of Meetings
11. Quorum of Board
12. Fidelity Bonds
13. Compensation
14. Liability of the Board

**ARTICLE III - OWNERS**

1. Annual Meetings
2. Place of Meetings
3. Special Meetings
4. Notice of Meetings
5. Adjournment of Meetings
6. Order of Business
7. Title to Apartments
8. Voting
9. Majority of Owners
10. Quorum
11. Majority Vote

**ARTICLE IV - OFFICERS**

1. Designation
2. Election of Officers
3. Removal of Officers
4. President
5. Vice President
6. Secretary
7. Treasurer
8. Agreement, Contracts, Deeds, Checks, Etc.
9. Compensation of Officers

**ARTICLE V - OPERATION OF THE PROPERTY**

1. Determination of Common Expenses
2. Owner's Share
3. Insurance
4. Repair or Reconstruction After Damage
5. Payment of Common Expenses
6. Collection of Assessments
7. Default in Payment of Common Expenses
8. Foreclosures of Liens for Unpaid Common Expenses
9. Statement of Common Expenses
10. Abatement and Enjoining of Violations
11. Maintenance and Repair
12. Limited Common Elements

13. Use of Apartment Units
14. Additions, Alterations, or Improvements by Board
15. Additions, Alterations, or Improvements by Apartment Owners
16. Use of Common Elements and Facilities
17. Right of Access
18. Rules of Conduct
19. Utilities

**ARTICLE VI - MORTGAGES**

1. Notice to Board
2. Notice of Unpaid Common Expenses
3. Notice of Default
4. Examination of Books

**ARTICLE VII - SALES AND LEASES OF APARTMENTS**

1. Sales and Leases
2. No Severance of Ownership
3. Devises
4. Payment of Assessments

**ARTICLE VIII - CONDEMNATION**

1. Condemnation

**ARTICLE IX - RECORDS**

1. Records and Audits

**ARTICLE X - MISCELLANEOUS**

1. Notices
2. Invalidity
3. Captions
4. Gender
5. Waiver
6. Common Elements

**ARTICLE XI - AMENDMENTS TO BYLAWS**

1. Amendments to Bylaws

**ARTICLE XII - CONFLICTS**

1. Conflicts

## **CORONADO CONDOMINIUM PROPERTY REGIME BYLAWS**

### **ARTICLE I          PLAN OF APARTMENT OWNERSHIP**

Section 1. **Apartment Ownership.** The property located at the southwest corner of 93rd and Burt Street in the City of Omaha, State of Nebraska, improved with a building containing 47 apartment units (collectively "the Apartments") and other improvements (all such property collectively referred to as the "Condominium") has been submitted to the provisions of the Nebraska Condominium Property Act and has been established as a Condominium Property Regime by recordation of the Master Deed ("the Master Deed") in the office of the Register of Deeds of Douglas County, Nebraska.

Section 2. **Applicability of Bylaws.** The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof. The term "Condominium Property" as used herein shall include the land, improvements, easements, rights, appurtenances, and all other property submitted to the provisions of The Nebraska Condominium Property Act as expressed in the Master Deed.

Section 3. **Application.** All present and future owners, mortgagees, lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Master Deed, and rules and regulations pertaining to the use and operation of the Condominium Property. The acceptance of a deed or conveyance, or the execution of a lease, or the act of occupancy of an apartment shall constitute an acceptance of and agreement to comply with the provisions of these Bylaws.

Section 4. **Office.** The office of the Condominium and of the Board of Administrators ("Board") shall be located on the premises of the Condominium.

### **ARTICLE II          BOARD OF ADMINISTRATORS**

Section 1. **Number and Qualification.** The affairs of the Condominium shall be governed by a Board. The Board shall be composed of five persons, all of whom shall be owners or spouses of owners, or, in the case of partnership owners, shall be members of such partnership, or in the case of corporate owners, shall be officers of such corporations, or in the case of fiduciary owners shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. **Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium, except such powers and duties as by law or by the Master Deed or by these Bylaws may not be delegated

to the Board by the apartment owners ("owners"). The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

- (A) Operation, care, upkeep and maintenance of the common elements;
- (B) Determination of the amounts required for operation, maintenance and other affairs of the Condominium;
- (C) Collection of the common expenses from the owners including the preparation and recordation of liens for unpaid common expense;
- (D) Employment and dismissal of personnel, as necessary for the efficient maintenance and operation of the Condominium;
- (E) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium property;
- (F) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;
- (G) Obtaining insurance for the Condominium Property, including the apartments, if necessary, pursuant to the provisions of Article V hereof; and,
- (H) Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of such property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

**Section 3. Managing Agent and Manager.** The Board shall employ for the Condominium a manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k), and (l) of Section 2 of this Article II. The Board may delegate to the manager the powers granted to the Board by these Bylaws in subsections A, C and D of Section 2 of this Article II.

**Section 4. Election and Term of Office.** The term of office of each member of the Board shall be two years, two of whom shall be elected in odd-numbered years and three of whom shall be elected in even-numbered years. Each member of the Board shall hold office until his or her successor shall have been elected.

**Section 5. Removal of Board.** At any regular or special meeting of owners, any one or more of the members of the Board may be removed with or without cause by a majority of the owners and a successor may then and there or thereafter be elected

to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 6. **Vacancies.** Vacancies in the Board caused by any reason, other than the removal of a member thereof by a vote of the owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board for the remainder of the term of the member so removed.

Section 7. **Organization Meeting.** The first meeting of the members of the Board following the annual meeting of the owners shall be held within ten days thereafter.

Section 8. **Regular Meetings.** Regular Meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or by delivery to such member's residence, at least three business days prior to the day named for such meeting.

Section 9. **Special Meetings.** Special meetings of the Board may be called by the President on three business days' notice to each member of the Board, given in writing, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board.

Section 10. **Waiver of Notice and Consents in Lieu of Meetings.** Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Business may be transacted and approved by the Board in the form of a written consent in lieu of a regular or special meeting provided all of the members of the Board shall have executed such written consent.

Section 11. **Quorum of Board.** At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a

quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. **Fidelity Bonds.** The Board may obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums for such bonds shall constitute a common expense.

Section 13. **Compensation.** No members of the Board shall receive any compensation for acting as such. Provided, however, members of the Board may be reimbursed for any reasonable expenses incurred on behalf of the Condominium at the direction of the Board.

Section 14. **Liability of the Board.** The members of the Board shall not be liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct. The owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the common elements as established in the Master Deed. Every agreement made by the Board or by the manager on behalf of the Condominium shall provide that the members of the Board or the manager, as the case may be, are acting only as agents for the owners and shall have no personal liability thereunder (except as owners), and that each owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all owners in the common elements.

### **ARTICLE III OWNERS**

Section 1. **Annual Meetings.** The annual meeting of the owners shall be held on the 15th day of May of each year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday.

Section 2. **Place of Meetings.** Meetings of the owners shall be held at the principal office of the Condominium or at such other suitable place convenient to such owners as may be designated by the Board.

Section 3. **Special Meetings.** It shall be the duty of the President to call a special meeting of the owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by at least 25% of all owners. The notice

of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** At least ten but not more than 20 days prior to each meeting, the Secretary shall mail or deliver written notice stating the time, place and purpose thereof to each owner of record at the address of the apartment unit or at such other address as such owner shall have designated by notice in writing to the Secretary.

**Section 5. Adjournment of Meetings.** If any meeting of owners cannot be held because a quorum is not present, a majority of the owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than one week from the time the original meeting was called.

**Section 6. Order of Business.** The order of business at all meetings of the owners shall be as follows:

- (A) Verify attendance;
- (B) Proof of notice of meeting;
- (C) Reading of minutes of preceding meeting;
- (D) Report of Board;
- (E) Report of committees;
- (F) Election of members of the Board;
- (G) Unfinished business; and
- (H) New business.

**Section 7. Title to Apartments.** Title to apartments may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, or in the name of a corporation or partnership, or in the name of a fiduciary.

**Section 8. Voting.** The owner or owners of each apartment, or some person designated by such owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment at all meetings of owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. A fiduciary shall be the voting member with respect to any apartment owned in a fiduciary capacity. Each apartment shall have one vote in all matters except that cumulative voting shall apply in all elections of the Board.

**Section 9. Majority of Owners.** As used in these Bylaws the term "majority of owners" shall mean those owners having more than 50% of the basic value of the Condominium Property, as a whole.



Section 10. **Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of "a majority of owners" shall constitute a quorum at all meetings of the owners.

Section 11. **Majority Vote.** The vote of a "majority of owners" at a meeting at which a quorum shall be present shall be binding upon all owners for all purposes except where a higher percentage vote is required by law, by the Master Deed, or by these Bylaws.

#### **ARTICLE IV      OFFICERS**

Section 1. **Designation.** The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Treasurer must be members of the Board.

Section 2. **Election of Officers.** Officers shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. **President.** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the owners and of the Board. He shall have all of the general powers and duties which are normally incident to the office of president of a corporation organized under the law of the State of Nebraska, including but not limited to the power of appointment from among the owners of any committee which he decides is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

Section 6. **Secretary.** The Secretary shall keep the minutes of all meetings of the owners and of the Board; he or she shall have charge of such books and papers as the Board may direct; and he or she shall, in general, perform all the duties normally

incident to the office of secretary of a corporation organized under the law of the State of Nebraska.

Section 7. **Treasurer.** The Treasurer shall have the responsibility for condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, in such depositories as may from time to time be designated by the Board, and shall, in general, perform all duties normally incident to the office of treasurer of a corporation organized under the law of the State of Nebraska.

Section 8. **Agreement, Contracts, Deeds, Checks, Etc.** All agreements, contracts, deeds, leases, mortgages, checks, and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board.

Section 9. **Compensation of Officers.** No officer of the Condominium shall receive any compensation for acting as such.

## **ARTICLE V      OPERATION OF THE PROPERTY**

Section 1. **Determination of Common Expenses.** The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the estimated annual expenses of the Condominium, and allocate such common expenses against the owners in accordance with the percentage of interest in the Common Elements as established in the Master Deed. The common expenses shall include:

- (A) Insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 3 of this Article V;
- (B) Such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium Property;
- (C) A reasonable amount for working capital of the Condominium, for a general operating reserve, for a reserve for replacements, and to make up any deficit in the common expenses for any prior year.

Section 2. **Owner's Share.** The Board shall advise each owner in writing of the amount of common expenses payable by such owner, and shall furnish copies of the budget on which such common expenses are based to all owners and to their mortgagees who request a copy in writing.

Section 3. **Insurance.** The Board shall purchase and maintain insurance as follows:

(A) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring all buildings (including all of the apartments but not including furniture, furnishings, or other personal property); such insurance shall insure the Condominium, the Board, and all owners and their mortgagees, as their interests may appear, in an amount equal to the replacement cost of such property. Each policy shall contain a standard mortgage clause in favor of each mortgagee of an apartment which shall provide that proceeds shall be payable to such mortgagee as its interest may appear, subject, however, to payment provisions in favor of the Board. Notwithstanding the foregoing, the determination of insurance coverage is lodged exclusively with the Board.

(B) Such other insurance as the Board may determine.

(C) All policies shall provide that adjustments of loss shall be made by the Board, and that the net proceeds thereof shall be payable to the Board.

(D) All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of apartments. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of apartments at least ten days prior to expiration of the then current policies. The Board shall obtain periodic insurance appraisals from a fire insurance company of both the replacement cost and actual cash value of the building or buildings in the Condominium.

(E) The Board may maintain, to the extent obtainable, public liability insurance in such limits as the Board may from time to time determine, covering each member of the Board, the managing agent, the manager, and each owner and the spouse and children of such owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board shall review such limits once each year.

(F) Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all policies shall contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any owner.

**Section 4. Repair or Reconstruction after Damage.** In the event of damage to or destruction of the Condominium Property as a result of fire or other casualty (unless 75% or more of the Condominium building is destroyed or substantially damaged and 75% or more of the owners do not duly and promptly resolve to proceed with repair or restoration within 100 days after such damage or destruction), the Board shall arrange for the prompt repair and restoration of such property (excluding anything within the definition of Apartment Unit as defined in the Master Deed, and any furniture, furnishings, or other personal property supplied, owned or installed by owners), and the Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board shall assess all the owners directly affected by the damage for such deficit. Subject to provisions of the following paragraph, such deficiency shall be borne by such owners in the proportion that the basic value (as specified in the Master Deed) of their respective apartment bears to the total of all such values of all apartments which are assessed.

If 75% or more of the building is destroyed or substantially damaged and 75% or more of the owners do not duly and promptly resolve to proceed with repair or restoration within 100 days after such damage or destruction, the Regime is waived and the condominium property shall be subject to an action for partition at the suit of any owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be delivered by the Board to all the owners in accordance with Section 76-820.01 of the Nebraska Condominium Property Act.

**Section 5. Payment of Common Expenses.** All owners shall be obligated to pay the common expenses assessed by the Board pursuant to the provisions of Section 1 of this Article V at such time or times as the Board shall determine.

An owner may, subject to the conditions specified in these Bylaws, and provided that his or her apartment is free and clear of liens and encumbrances other than a permissible first mortgage, and the statutory lien for unpaid common expenses, convey his or her apartment to the Board, or its designee, corporate or otherwise, on behalf of all other owners, and in such event be exempt from common expenses thereafter assessed. A purchaser of an apartment shall be jointly and severally liable with the Seller for the payment of common expenses assessed against such apartment prior to the acquisition by him of such apartment.

**Section 6. Collection of Assessments.** The Board shall assess common expenses against the owners at least annually and shall take prompt action to collect from an owner any common expenses due which remains unpaid by such owner for more than 30 days from the due date for its payment.

**Section 7. Default in Payment of Common Expenses.** In the event of default by any owner of payment of the assessed common expenses, such owner shall be obligated to pay interest at the maximum legal rate for individuals on such common expenses from the due date thereof, together with all expenses and attorney's fees which shall be considered damages in any proceeding brought to collect such unpaid common expenses. The Board shall attempt to recover such common expenses and damages in an action brought against such owner, or by foreclosure of the lien on such apartment as provided in Section 76-817 of the Nebraska Condominium Property Act.

**Section 8. Foreclosures of Liens for Unpaid Common Expenses.** In any action brought by the Board to foreclose a lien on an apartment because of unpaid common expenses, the owner shall be required to pay a reasonable rental for the use of his or her apartment, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board, acting on behalf of all owners, shall have power to purchase such apartment at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

**Section 9. Statement of Common Expenses.** The Board shall promptly provide a statement of unpaid common expenses to each owner who shall have requested such a statement.

**Section 10. Abatement and Enjoining of Violations.** The violation of any rule or regulation adopted by the Board, from time to time, or the breach of any Bylaw contained herein or the breach of any provision of the Master Deed shall give the Board the right, in addition to any other rights set forth in these Bylaws to:

(A) Enter the apartment which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

(B) Enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Nothing contained herein shall be construed to prevent an action for damages by the co-owner or tenant aggrieved by such violation.

**Section 11. Maintenance and Repair.**

(A) All maintenance of and repairs to any apartment, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the

negligence, misuse, or neglect of the owner of such apartment) shall be made by the owner of such apartment. Each owner shall be responsible for all damages to any other apartment and to the common elements resulting from his or her failure to effect such maintenance and repairs.

(B) All maintenance, repairs, and replacements to the common elements, whether located inside or outside of the apartments (unless necessitated by the negligence, misuse, or neglect of an owner, in which case such expense shall be charged to such owner), shall be made by the Board and be charged to all the owners as a common expense.

**Section 12. Limited Common Elements.** Limited common elements assigned to an apartment shall be for the exclusive use of the owner of such apartment. Such owner shall make all repairs to such limited common elements resulting from his negligence, misuse, or neglect. All other repairs in, to or with respect to such limited common elements shall be made by the Board, as a common expense, except as otherwise provided in the Master Deed establishing the Condominium.

**Section 13. Use of Apartment Units.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the apartments, the use of the Condominium Property shall be subject to the following limitations:

(A) Each apartment shall be used for a single family residence only.

(B) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of apartments.

(C) No nuisance shall be allowed on the Condominium Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium Property by its residents.

(D) No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or, any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Condominium Property.

(E) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.

**Section 14. Additions, Alterations, or Improvements by Board.** Whenever in the judgment of the Board the common elements shall require additions, alterations, or improvements costing in excess of \$10,000.00 and the making of such additions, alterations, or improvements shall have been approved by a majority of the owners, the Board shall proceed with such additions, alterations, or improvements and shall assess all owners on the costs thereof as a common expense. Any additions, alterations, or improvements costing \$10,000.00 or less may be made by the Board without approval of the owners and the cost thereof shall constitute a common expense.

**Section 15. Additions, Alterations, or Improvements by Owners.** No owner shall make any structural addition, alteration, or improvement in or to such owner's apartment without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by an owner for approval of a proposed structural addition, alteration, or improvement in such owner's apartment, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any apartment shall be executed by the Board. The Board shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, or for any claim arising in connection with such addition, alteration, or improvement.

**Section 16. Use of Common Elements and Facilities.** No owner or resident shall place any furniture, package, or objects in the lobbies, vestibules, public halls, stairways, or other common areas or common facilities. The lobbies, vestibules, public halls, and stairways shall be used for no purpose other than for a normal transit.

**Section 17. Right of Access.** The Board and the building its manager shall have the right of access to each apartment to make inspections on a reasonable basis to:

- (A) Correct any condition originating in an apartment which threatens another apartment or a common or common element;
- (B) Install, alter, or repair mechanical or electrical services or other common elements in an apartment or elsewhere in the building; and
- (C) Correct any condition which violates the provisions of any mortgage covering another apartment.

Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the owner. However, in case of an emergency, such right of entry shall be immediate, whether the owner is present at the time or not.

Section 18. **Rules of Conduct.** Rules and regulations concerning the use of the apartments and the common elements may be promulgated and amended by the Board with the approval of owners owning at least two-thirds of the basic value of all apartment units in the Condominium, as defined in the Master Deed establishing this Condominium. Copies of such rules and regulations shall be furnished by the Board to each owner prior to the effective date thereof.

Section 19. **Utilities.** Each owner shall be required to pay the bills for utilities consumed or used in such owner's apartment. The utilities serving the common elements shall be separately metered, and the Board shall pay all bills for such utilities as a common expense. Water utility costs for all water serving apartment units and the common elements shall be a common expense.

## **ARTICLE VI      MORTGAGES**

Section 1. **Notice to Board.** An owner who mortgages such owner's apartment shall notify the Board of the name and address of the mortgagee, and shall file a conformed copy of the note and mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Apartments".

Section 2. **Notice of Unpaid Common Expenses.** The Board, whenever so requested in writing by a mortgagee of an apartment, shall promptly report any then unpaid common expenses or other default by the owner of the mortgaged apartment.

Section 3. **Notice of Default.** The Board, when giving notice to an owner of a default, shall send a copy of such notice to each holder of a mortgage covering such owner's apartment.

Section 4. **Examination of Books.** Each owner shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

## **ARTICLE VII      SALES AND LEASES OF APARTMENTS**

Section 1. **Sales and Leases.** No owner may sell or lease an apartment, or any interest therein, except by complying with the provisions of this Section. An owner's sale of an apartment shall include the sale of:

- (A) The undivided interest in the common elements appurtenant thereto;
- (B) The interest of such owner in any apartments theretofore acquired by the Board, or its designee, on behalf of all owners, or the proceeds of the sale or lease thereof, if any; and



(C) The interest of such owner in any other assets of the Condominium, hereinafter collectively called the appurtenant interests.

**Section 2. No Severance of Ownership.** No owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her apartment without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any apartment may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the apartment to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interest of all apartments.

**Section 3. Devises.** Any owner shall be free to devise his or her apartment by will, or to pass the same by intestacy, without restriction.

**Section 4. Payment of Assessments.** No owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease such owner's apartment unless all common expenses theretofore assessed by the Board against such apartment have been paid, and unless and until all liens against such apartment have been released, except permitted mortgages.

## **ARTICLE VIII CONDEMNATION**

**Section 1. Condemnation.** In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board. If 75% or more of the owners duly and promptly approve the repair and restoration of such common elements, the Board shall arrange for the repair and restoration of such common elements and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of owners do not duly and promptly approve the repair and restoration of such common elements, the Board shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these Bylaws.

## **ARTICLE IX RECORDS**

**Section 1. Records and Audits.** The Board shall keep detailed records of:

(A) Its actions;

- (B) Minutes of its meetings;
- (C) Minutes of the meetings of the owners,
- (D) Financial records and books of account of the Condominium Regime, including a chronological listing of receipts and expenditures; and
- (E) A separate account for each apartment shall show the amount of each assessment of common expenses against such apartment unit, the amounts paid thereon, and the balance remaining unpaid.

A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board to all owners monthly.

## **ARTICLE X MISCELLANEOUS**

**Section 1. Notices.** All notices to the Board shall be in writing and sent by certified mail, receipt requested, in care of the manager, or delivered to the manager or if there is no manager, to an officer of the Board or to such other address as the Board may hereafter designate from time to time. All notices to an owner shall be in writing and delivered or sent by certified mail, receipt requested, to such owner's residence, or to such other address as may have been designated by such owner in writing to the Board. All notices to a mortgagee shall be sent by certified mail to its respective address, as designated by it from time to time, in writing to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

**Section 2. Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of the remaining provisions.

**Section 3. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

**Section 4. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 5. Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. **Common Elements.** Unless the context clearly requires otherwise, the use of the term common elements shall mean both general common elements and limited common elements as those terms are defined in the Master Deed establishing this Condominium.

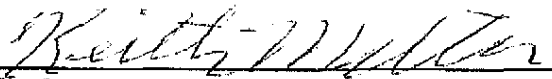
## **ARTICLE XI      AMENDMENTS TO BYLAWS**

Section 1. **Amendments to Bylaws.** These Bylaws may be modified or amended by the vote of owners owning at least two-thirds of all apartment units within the Regime at a meeting of owners duly held for such purposes.

## **ARTICLE XII      CONFLICTS**

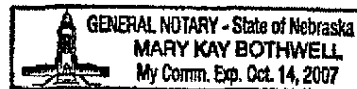
Section 1. **Conflicts.** These Bylaws are intended to comply with the requirements of The Nebraska Condominium Property Act. In case any of these Bylaws conflict with the provisions of such statute or of the Master Deed, the provisions of such statute or of the Master Deed, as the case may be, shall control.

The undersigned Secretary of the Board of Administrators of the Coronado Condominium Property Regime, as of May 15, 2003, hereby certifies that the above and foregoing Amended and Restated Bylaws were adopted by vote of the Owners on May 15, 2003.

  
Keith Miller, Secretary

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

The foregoing was subscribed and sworn to before me this 9th day of May, 2007 by Keith Miller, Secretary of the Coronado Condominium Property Regime.



  
Notary Public