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DECLARATION
FOR
DEER CREEK CONDOMINIUM

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DECLARATION
FOR
DEER CREEK CONDOMINIUM

ARTICLE I.
CREATION; DEFINED TERMS

Section 1.1. Creation of the Condominium. Pursuant to the provisions of the Nebraska Condominium Act, Neb. Rev. Stat §§ 76-825 through 76-894 (hereinafter "NCA"), Landmark Enterprises, Inc., a Nebraska corporation (hereinafter "Declarant") hereby creates a Condominium comprised of the real estate described below, together with all of the other improvements located thereon, all estates, rights, interests and privileges appertaining thereto, subject to easements, covenants and restrictions of record, and all furniture, appliances, fixtures, machinery, equipment, supplies and other personal property owned by Declarant located on, attached to or used in connection with the occupation, maintenance and operation of such real estate ("Property"), to-wit:

Lot 242, Deer Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

Section 1.2. Defined Terms. Except as otherwise more specifically defined herein, all terms used in the Condominium instruments shall have the meanings specified in Section 76-827 of the NCA.

Section 1.2.1. The following terms are used or defined in general terms in the NCA and shall have specific meanings herein as follows:

(a) "Association" shall mean the Deer Creek Condominium Association, a Nebraska non-profit corporation, created pursuant to Section 76-859 of the NCA.

(b) "By-Laws" means the instrument identified by that name and adopted by the Association, as such instrument may be amended from time to time.

(c) "Common Elements" means all portions of the Condominium other than the Units.

(d) "Declarant" means the named Declarant, except that any successor to such named Declarant as to Special Declarant Rights shall, as to such Special Declarant Rights, be the "Declarant". Without limiting the generality of the foregoing, in the event that TierOne Bank (or any successor mortgagee under the existing mortgage described in this Section 1.2.1(d)), as mortgagee under the mortgage delivered by Declarant in connection with the Property prior to the execution of this Declaration (as such mortgage is amended and modified from time to time), acquires title to any Unit owned by Declarant through foreclosure or conveyance in lieu of

foreclosure, TierOne Bank (or its successor, as applicable) shall be deemed to be the "Declarant" hereunder.

(e) "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and ending Sixty (60) days after conveyance of fee title to ninety percent (90%) of the Units which may be created to Unit Owners other than the Declarant.

(f) "Declaration" means this document and the attached Plat and Plans, as the same may be amended from time to time.

(g) "Development Rights" means any right or combination of rights reserved by the Declarant to (i) add real estate to the Condominium; (ii) create Units, Common Elements, or Limited Common Elements within the Condominium; (iii) subdivide Units or convert Units into Common Elements; or (iv) withdraw real estate from the Condominium.

(h) "Executive Board" means the Executive Board of the Association.

(i) "First Transition Election" means the election of one (1) additional Executive Board member to the initial three (3) person Executive Board, such election to be held within sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant or an affiliate of Declarant as defined in Section 76-827(1) of the NCA.

(j) "Limited Common Elements" means those portions of the Common Elements designated herein or on the Plat and Plans as being Limited Common Elements for the exclusive use of one or more but fewer than all of the Units.

(k) "Plat and Plans" means the Plat (Exhibit "A" hereto) and Plans (Exhibit "B-1 to B-28" hereto) of Deer Creek Condominium being recorded pursuant to the NCA simultaneously with this document and constituting a part of the Declaration, as the same may be amended from time to time.

(l) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declaration or the By-Laws.

(m) "Special Declarant Rights" herein means only the following Special Declarant Rights reserved to the Declarant: (1) to complete improvements indicated on the Plat and Plans; (2) to exercise any Development Rights; (3) to maintain sales and management offices in Units owned by Declarant; (4) to maintain an unlimited number of exterior and interior advertising signs on the Common Elements while Declarant is selling Units in the Condominium; (5) to lease Units owned by Declarant to tenants approved by Declarant and (6) to appoint or remove any officer of the Association or any Executive Board Member during the Declarant Control Period, except for Board Members elected by Unit Owners other than Declarant or an affiliate of Declarant at the First Transition Election and thereafter.

(n) "Second Transition Election" means the election of one (1) additional Executive Board member (in addition to the additional Executive Board member elected at the First Transition Election) to the four (4) person Executive Board, such election to be held within sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, or an affiliate of Declarant as defined in Section 76-827(1) of the NCA.

(o) "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are as described in this document and in the Plat and Plans.

Section 1.2.2. The following terms when used herein shall have the meaning set forth below:

(a) "Condominium Documents" consist of this Declaration, including the Plat and Plans, the By-Laws, and the Rules and Regulations.

(b) "Eligible Mortgage" means any of the following: (i) Any first mortgage; or (ii) Any junior mortgage which is to the Declarant, or to the seller of a Unit, or is approved by the Executive Board as an eligible mortgage. A holder, insurer or governmental guarantor of an eligible mortgage is referred to herein as an "Eligible Mortgagee". The term mortgage as used herein shall include deeds of trust. Notwithstanding anything else herein, for all purposes hereunder, the mortgage encumbering the Property delivered by Declarant to TierOne Bank prior to the execution of this Declaration (and all amendments and modifications thereof) shall be deemed to be an Eligible Mortgage, and no notice to, or approval of, the Executive Board shall be required in connection therewith.

(c) "Common Element Interest Allocation" means the undivided ownership interest in the Common Elements and the liability for common expenses allocated to each Unit as set forth in the Common Element Interest Allocation Table, as set forth on Exhibit C attached hereto.

Section 1.3. Provisions of the NCA. The provisions of the NCA and those amendments thereto which by their terms would be applicable to this Condominium shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the NCA as so amended, are contained in this Declaration (including the Plat and Plans) or the By-Laws.

ARTICLE II.

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location of the buildings on the Property are depicted on the "Plat", which is attached hereto, marked Exhibit "A" and incorporated herein.

Section 2.2. Units.

(a) The dimensions of the buildings on the Property and the location of Units within the building and their dimensions are shown on the "Plans" attached hereto, consisting of twenty-eight (28) pages, marked Exhibit B-1 through B-28), and by this reference incorporated herein. Declarant reserves the right to create approximately 23 Units within the Condominium, subject to an amendment of the Declaration to add more units pursuant to the NCA.

(b) The Common Element Interest Allocation Table attached as Exhibit "C" hereto and by this reference incorporated herein is a list of all Units, their identifying numbers, location (all as shown more fully on the Plat and Plans), type and the common element interest allocated to each Unit determined on the basis of the size of each Unit (excluding the size of the garage portion of each Unit). In the event additional Units are added to the Condominium, the allocations listed on Exhibit "C" shall be adjusted such that the allocation for each Unit is a fraction the numerator of which is equal to the square footage of the Unit (excluding the garage area), as shown in the amendment to this Declaration adding such Units, and the denominator of which is the total square footage of all Units (excluding garage areas).

(c) The "size" of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plat and Plans, which size is reflected on Exhibit "C."

Section 2.3. Unit Boundaries. The boundaries of each Unit are as shown on the Plat and Plans and shall consist of:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (parametric) boundaries:

(1) Upper Boundary: The upper boundary of a Unit is the horizontal plane of the bottom surface of the attic floor joists above the garage of the Unit and the bottom surface of the roof sheeting for the remainder of the Unit.

(2) Lower Boundary: The lower boundary of the Unit is the horizontal plane of the top surface of the concrete floor slab in the basement. The lower boundary of the garage of the Unit is the top surface of the concrete floor.

(b) Vertical (parametric) Boundaries: The vertical boundaries of a Unit are the vertical planes of the interior surface of the studs which support the drywall or plaster perimeter walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries of the Unit. The vertical boundaries of a garage are the inside surface of the wall studs and the inside surface of the garage door.

(c) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the walls, floors, or ceilings designated as boundaries of a Unit or garage are a part of

that Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements.

(d) The Unit shall include the exhaust fan, heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

(e) Subject to the provisions of Paragraph (d) above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(f) Subject to the provisions of Paragraph (e) above, all spaces, interior soffits, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(g) Subject to the provisions of Paragraph (d) above, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows, or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

Section 2.4. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units is permitted subject to compliance with the provisions thereof in Section 5.7 of the By-Laws and in Sections 76-849 and 76-850 of the NCA.

Section 2.5. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the provisions of Section 2.3 above, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 76-865 of the NCA, except as expressly set forth to the contrary in this Section 2.5. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed equally against the Units to which such Limited Common Element was assigned at the time the expense was incurred.

Section 2.6. Allocation of Unit Owner's Voting Rights. Each Unit shall be entitled to votes in the Association as described in Exhibit "C" attached hereto. In the event that additional Units are added to the Condominium, each additional Unit will receive one vote in the Association for each square foot of the Unit (excluding garage areas) as shown in the amendment to this Declaration which adds the additional Units.

ARTICLE III.
DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

Section 3.1. Common Elements. All portions of the Condominium other than the Units are Common Elements. The locations of the Common Elements to which each Unit has direct access are shown on the Plat and Plans.

Section 3.2. Limited Common Elements.

Section 3.2.1 The following portions of the Building are hereby designated as Limited Common Elements:

- (a) Doors leading from Units to Limited Common Elements, and their related frames, sills and hardware;
- (b) Doors leading from Units to Common Elements, and their related frames, sills, and hardware; and
- (c) Windows and doors and their related frames, sills, and hardware which are not part of the Unit but which are adjacent to and serve only such Unit;
- (d) The open area in a building in which Units are located between the upper boundary of such Unit and the roof of the building; and
- (e) Those Limited Common Elements described as such in Sections 2.3(e) and 2.3(g), above.

Section 3.2.2. The exclusive use of the Limited Common Elements by a Unit Owner to which it is assigned, shall be limited to lawful uses normally associated with property serving residential apartments. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the Limited Common Elements that are consistent with the provisions of the immediately preceding sentence, and in any event no alteration of any portion of any Limited Common Element may be performed without the prior written consent of the Executive Board.

ARTICLE IV.
EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 76-851, 76-852, and 76-853 and other provisions of the NCA, the Condominium shall be subject to the following easements and restrictions:

Section 4.1.1. Declarant's Use for Sales Purposes.

(a) Declarant shall have an easement to maintain sales offices, management offices, and models in any Units owned by Declarant, and to maintain an unlimited number of interior and exterior advertising signs on the Common Elements while the Declarant is selling Units in the Condominium.

(b) Declarant may from time to time relocate models, management offices and sales offices to different Units owned by Declarant within the Property. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

(c) So long as Declarant shall be selling Units in the Condominium, Declarant shall have the right to restrict the use of the Common Element parking spaces. Such use shall include reserving such spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, maintenance, construction or management activities.

Section 4.1.2. Utility and Other Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.1.2. shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment, ducts, chimneys, flues, vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2., unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 4.1.3. Declarant's Easements.

(a) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures and the performance of work respecting the Property.

(b) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4.1.3(b) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected portion of the Property as closely to its original condition as practicable.

(c) During the Declarant Control Period, the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

Section 4.1.4. Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(b) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in a building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in a building, the Common Elements and the Limited Common Elements.

Section 4.1.5. Common Elements Easement in Favor of the Association. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

Section 4.1.6. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Unit benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which

are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(c) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the drywall or plaster perimeter walls bounding the Unit and the bottom surface of floor joists above the Unit to the extent the nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(d) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grills and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or was thereafter installed by Declarant.

Section 4.1.7. Units and Limited Common Elements Easements in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(a) For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both;

(c) For correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

ARTICLE V.
AMENDMENT OF DECLARATION

Section 5.1. Amendment Generally.

(a) This Declaration may be amended only in accordance with the procedures specified in Section 76-854 of the NCA or referred to in Section 76-854 thereof and the express provisions of this Declaration.

(b) No amendment shall be made to this Declaration during the Declarant Control Period without the written consent of the Declarant. No amendment to this Declaration shall diminish or impair the rights of Declarant under this Declaration without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person under this Article. Except as specifically provided in this Declaration or the NCA, no provision of this Declaration shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of Mortgagees.

ARTICLE VI.
USE RESTRICTIONS

Section 6.1. Rules and Regulations.

(a) The occupancy and use of the Units and Common Elements (including Limited Common Elements) shall be subject to the following restrictions:

(i) The Units and Common Elements (including Limited Common Elements) in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as sample, model, management or sales offices) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

(ii) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(b) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereof shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 6.2. Exception to Use Restrictions. Notwithstanding the foregoing Rules and Regulations in Section 6.1, a Unit Owner may lease his or its Unit to Declarant, to the Association or to a managing agent acting on behalf of either the Declarant or the Association for the uses specified in Section 8.2, *infra*.

ARTICLE VII. MORTGAGES

Section 7.1. Requirements.

(a) Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the NCA and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 76-871 of the NCA or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage; or (iii) (other than with respect to TierOne Bank or its successor as mortgagee under the mortgage existing on the Property prior to the execution of this Declaration) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(i) Nothing contained in Section 7.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(b) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Executive Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than (i) a first mortgage or (ii) a junior mortgage to the Declarant or Seller of a Unit is delivered to the Executive Board, the Executive Board shall promptly notify the proposed mortgagee whether such mortgage has been approved by the Executive Board as an Eligible Mortgage.

Section 7.2. Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each Eligible Mortgage, and whether it is a first Mortgage.

Section 7.3. Rights of Eligible Mortgagees.

Section 7.3.1. Upon the specific written request of a holder of an Eligible Mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(b) Any audited or unaudited financial statements of the Executive Board which are prepared for the Executive Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;

(c) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(f) Notice of any default of the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(g) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(h) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property;

(i) Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Mortgagee's mortgage;

(j) Such other financial data as such Eligible Mortgagee shall reasonably request; or

(k) Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Section 7.4. below.

Section 7.3.2. The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Executive Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 7.3.2.

Section 7.3.3. Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Executive Board.

Section 7.3.4. Any Eligible Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Association at any reasonable time.

Section 7.4. Approval of Mortgagees. Subject to the limitations imposed by Section 76-856 of the NCA, and further subject where applicable to the agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are required by the NCA:

(a) The prior written approval of holders of first mortgages of Units representing at least sixty-seven percent (67%) of the votes of Units subject to first mortgages shall be required to terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property;

(b) The prior written approval of at least two-thirds (2/3) of the holders of first mortgages on Units (based upon one vote for each first mortgage owned) shall be required for any of the following:

(i) The termination or abandonment of the condominium status of the Property except for termination or abandonment as a result of condemnation or substantial loss to the Units and/or Common Elements;

(ii) A change in the schedule of Common Element Interest Allocations set forth in Exhibit "C" allocated to each Unit;

(iii) The partition or subdivision of any of the Common Elements;

(iv) The abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection);

(v) The use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property;

(c) The prior written approval of holders of first mortgages of Units representing at least fifty-one percent (51%) of the votes of Units subject to first mortgages shall be required to make an amendment of a material nature to the Condominium Documents. A change in the provisions of any Condominium Document directly relating to any of the following shall for this purpose be considered material:

(i) Voting rights;

(ii) Assessments, assessment liens or subordination of assessment liens;

(iii) Reserves for maintenance, repair and replacement of the Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the General or Limited Common Elements or rights to their use;

(vi) Convertibility of Units into Common Elements or of Common Elements into Units;

(vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(viii) Insurance or fidelity bonds;

(ix) Leasing of Units;

(x) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xi) A decision by the Association to establish self-management if any professional management had been required previously by an Eligible Mortgagee;

(xii) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;

(xiii) Actions to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;

(xiv) Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.

(d) Notwithstanding anything to the contrary in this Section 7.4., written approval of holders of first mortgages on Units shall not be required for an amendment to this Declaration made pursuant to Section 12.4 hereof.

ARTICLE VIII. LEASING

Section 8.1. Restrictions.

Section 8.1.1. A Unit Owner may lease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

(a) No Unit may be leased for transient or hotel purposes or for an initial term of less than ninety (90) days;

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and

(d) The rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the owner of that Unit.

Section 8.1.2. Notwithstanding the foregoing, the restrictions set forth in Section 8.1.1 shall not apply to the Declarant (or Declarant's mortgagee if such mortgagee acquires title to Units owned by Declarant through foreclosure or conveyance in lieu of foreclosure, thereby becoming a successor Declarant) during the Declarant Control Period and Declarant shall have unrestricted authority to lease the Units owned by Declarant during the Declarant Control Period. Upon the expiration of the Declarant Control Period, the restrictions set forth in Section 8.1.1 shall apply to the Declarant.

Section 8.1.3. Notwithstanding the foregoing, except as set forth in Section 8.1.2, the provisions of Section 8.1.1. shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

Section 8.2. Exception to Restrictions. Notwithstanding the restrictions in Section 8.1, above, a Unit Owner may lease his or its Unit to Declarant, to the Association or to a managing agent acting on behalf of either Declarant or the Association, for use by residents of the Condominium as an office, a dining room, a club room, party room or a meeting room, under such terms and conditions as may be mutually agreed upon between the Unit Owner on the one hand and either Declarant, the Association or a managing agent on the other.

ARTICLE IX.

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Payments. The Executive Board shall levy and enforce the collection of general and special assessments for Common Expenses. Assessments shall commence upon the fee title conveyance of the first Unit to a Person other than the Declarant. All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month. Special assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month, during such period of time as established by the Executive Board. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis, payable in monthly installments, and not on an annual basis.

Section 9.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 76-860(a)(10), 76-860(a)(11), and 76-860(a)(12) of the NCA, shall be subordinate to the lien of a first mortgage on a Unit.

Section 9.3. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may in the discretion of the Executive Board either be returned to the Unit Owners pro rata in accordance with each Unit Owner's Percentage Interest or be so credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expenses assessments.

ARTICLE X.

DECLARANT'S RIGHTS

Section 10.1. Declarant Control of The Association.

Section 10.1.1. The Declarant may, at its option, control the Association during the Declarant Control Period.

Section 10.1.2. During the Declarant Control Period the Declarant may appoint and remove the officers and members of the Executive Board except as otherwise provided in Section 76-861 of the NCA or Section 10.1.3. below.

Section 10.1.3. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, the First Transition Election shall be held at which time one (1) additional member shall be elected to the Executive Board by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, the Second Transition Election shall be held at which time one (1) additional member shall be elected to the Executive Board by Unit Owners other than the Declarant. Neither the member elected at the First Transition Election nor the member elected at the Second Transition Election nor their successors, shall be subject to removal by the Declarant.

Section 10.2. Termination of Declarant Control Period.

Section 10.2.1. The Declarant Control Period shall commence with the date of recording this Declaration and continue for a period not to exceed sixty (60) days after conveyance of fee title to ninety percent (90%) of the Units comprising the Condominium to Unit Owners other than Declarant.

Section 10.2.2. Anything in Section 10.2.1. to the contrary notwithstanding, the Declarant Control Period and the extent of such control may be modified, changed or altered in any way in a written agreement to be entered into between Declarant and fifty percent (50%) or more of the Unit Owners other than Declarant.

ARTICLE XI.

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future owner, lessee, occupant and mortgagee of a Unit shall be subject to and comply with the provisions of the NCA, this Declaration (including the Plat and Plans), the By-Laws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the NCA or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the NCA, this Declaration (including the Plat and Plans), the By-Laws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as Attorney-in-Fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

ARTICLE XII EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Powers of Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the NCA.

Section 12.2. Composition of Executive Board. The Executive Board shall initially consist of five (5) members who shall be elected at Annual Meetings of Association members except that until the First Transition Election there shall be only three (3) members of the Executive Board, which three (3) members and any successors to such three (3) members shall be appointed by the Declarant until the end of the Declarant Control Period. One (1) additional Executive Board member shall be elected at the First Transition Election. At the First Transition Election all Unit Owners other than the Declarant shall have the right to vote for the additional one (1) Executive Board member. One (1) additional Executive Board member (in addition to the additional member elected at the First Transition Election, with the membership of the Executive Board thus being raised to five (5)) shall be elected at the Second Transition Election. At the Second Transition Election all Unit Owners other than Declarant shall have the right to vote for the additional one (1) Executive Board member. During the Declarant Control Period successors to the additional members of the Executive Board elected at the First Transition Election and the Second Transition Election shall be elected by the vote only of Unit Owners other than the Declarant. At the end of the Declarant Control Period, the Executive Board shall consist of five (5) members. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the By-Laws. Cumulative voting shall be permitted by Unit Owners with respect to election of Executive Board Members.

Section 12.3. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration (including the Plat and Plans), the By-Laws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board following an appeal to such Executive Board from the Association body making a determination in the first instance shall be final and binding on each and all such Unit Owners, except as may be otherwise provided in a Management Agreement negotiated between the Declarant and fifty percent (50%) or more of the Unit Owners, as contemplated by the By-Laws. Subject to such limitations as may be otherwise set forth in said Management Agreement, the Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in

carrying out its responsibilities under this Section 12.3. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

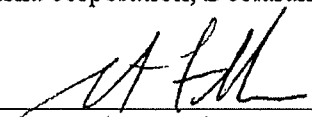
Section 12.4. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the NCA and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, then at any time and from time to time, the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 12.4. shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

Section 12.5. Abating and Enjoining Violations by Unit Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the By-Laws or the breach of any provision of this Declaration or the NCA by any Unit Owner, shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 12.6. Insurance. The Executive Board shall obtain and maintain insurance as provided in the By-Laws.

IN WITNESS WHEREOF, LANDMARK ENTERPRISES, INC., a Nebraska corporation, has caused these presents to be executed the day and year first above written.

LANDMARK ENTERPRISES, INC.,
A Nebraska corporation, Declarant

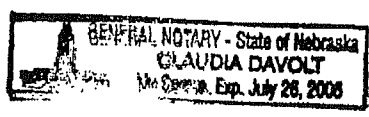
By: 
Steve Faller, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 19 day of August, 2005, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Steve Faller, President of Landmark Enterprises, Inc., a Nebraska corporation, known to me to be the identical person who signed the above instrument, and acknowledged the execution thereof to be his own act and deed, and the act and deed of the Partnership.

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

Claudia Davolt
Notary Public



CONSENT

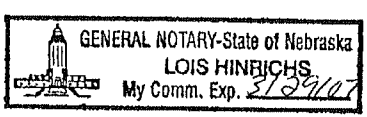
The undersigned hereby consents to the formation of Deer Creek Condominium as provided in this Declaration.

TIERONE BANK, Mortgagee
By: [Signature]
Delmar E. Williams, Senior Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 19th day of August, 2005, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Delmar E. Williams, Senior Vice President of TierOne Bank, known to me to be the identical person who signed the above instrument, and acknowledged the execution thereof to be his own act and deed, and the act and deed of the Bank.

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



Lois Hineichs
Notary Public

Exhibit A - Plat

Page 1 of 2



Exhibit B - Plans

Page 1 of 28

Exhibit B - Plans

Page 2 of 28

Buildings 1, 2 and 5

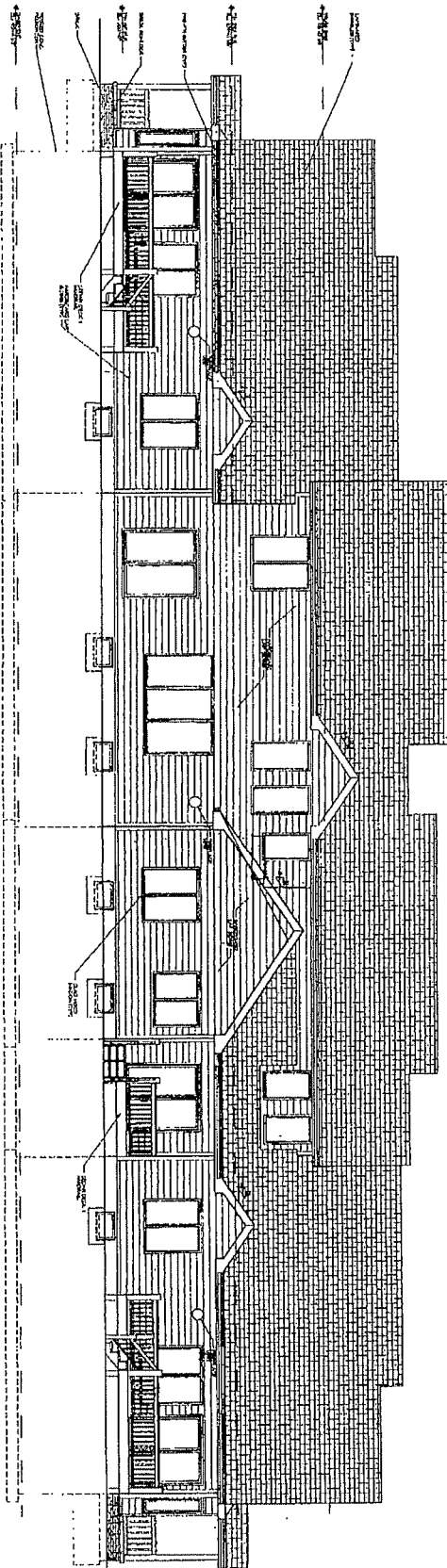
Units 1, 2, 3, 4, 5, 6, 7, 8, 20, 21, 22 and 23

- Front and Rear Elevation
- Left and Right Side Elevation
- Basement Plan
- Main Floor Plan
- Second Floor Plan
- Roof Plan and Sections
- HVAC Plans
- Electrical Plans

Buildings 1, 2 and 5
Page 3 of 28

Rear elevation of, from left to right:
Building 1: Units 1, 2, 3 and 4
Building 5: Units 20, 21, 22 and 23

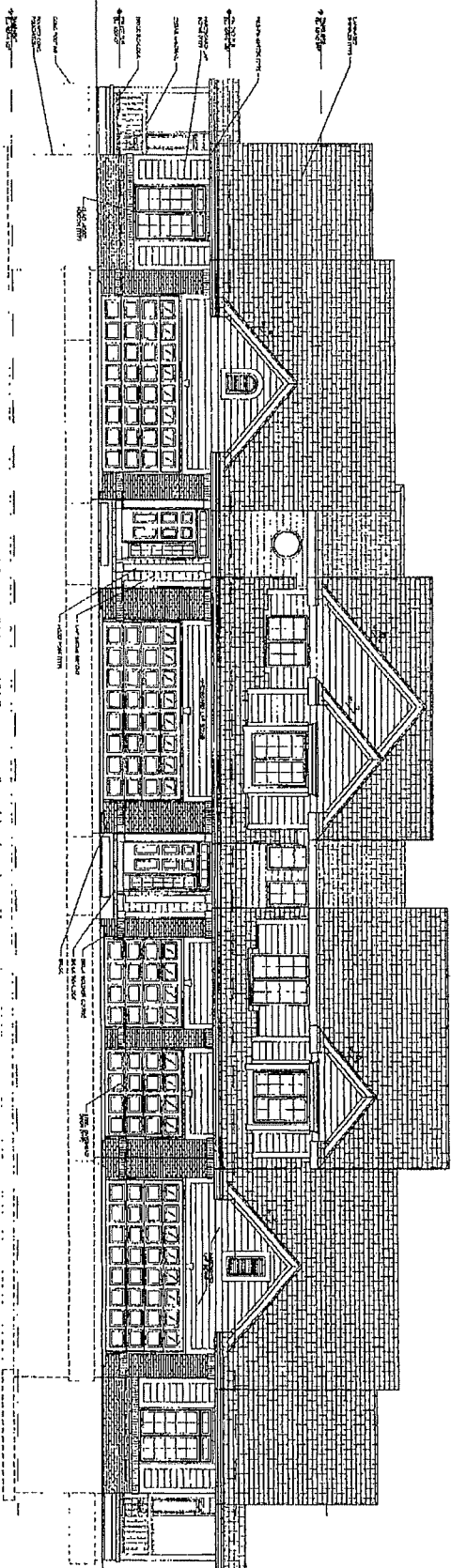
Building 2: Units 8, 7, 6 and 5



2 REAR ELEVATION
SCALE 1/8" = 1'-0"

Front elevation of, from left to right:
Building 1: Units 4, 3, 2 and 1
Building 5: Units 23, 22, 21 and 20

Building 2: Units 5, 6, 7 and 8



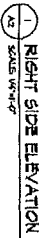
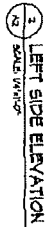
1 FRONT ELEVATION
SCALE 1/8" = 1'-0"

EXTERIOR ELEVATIONS

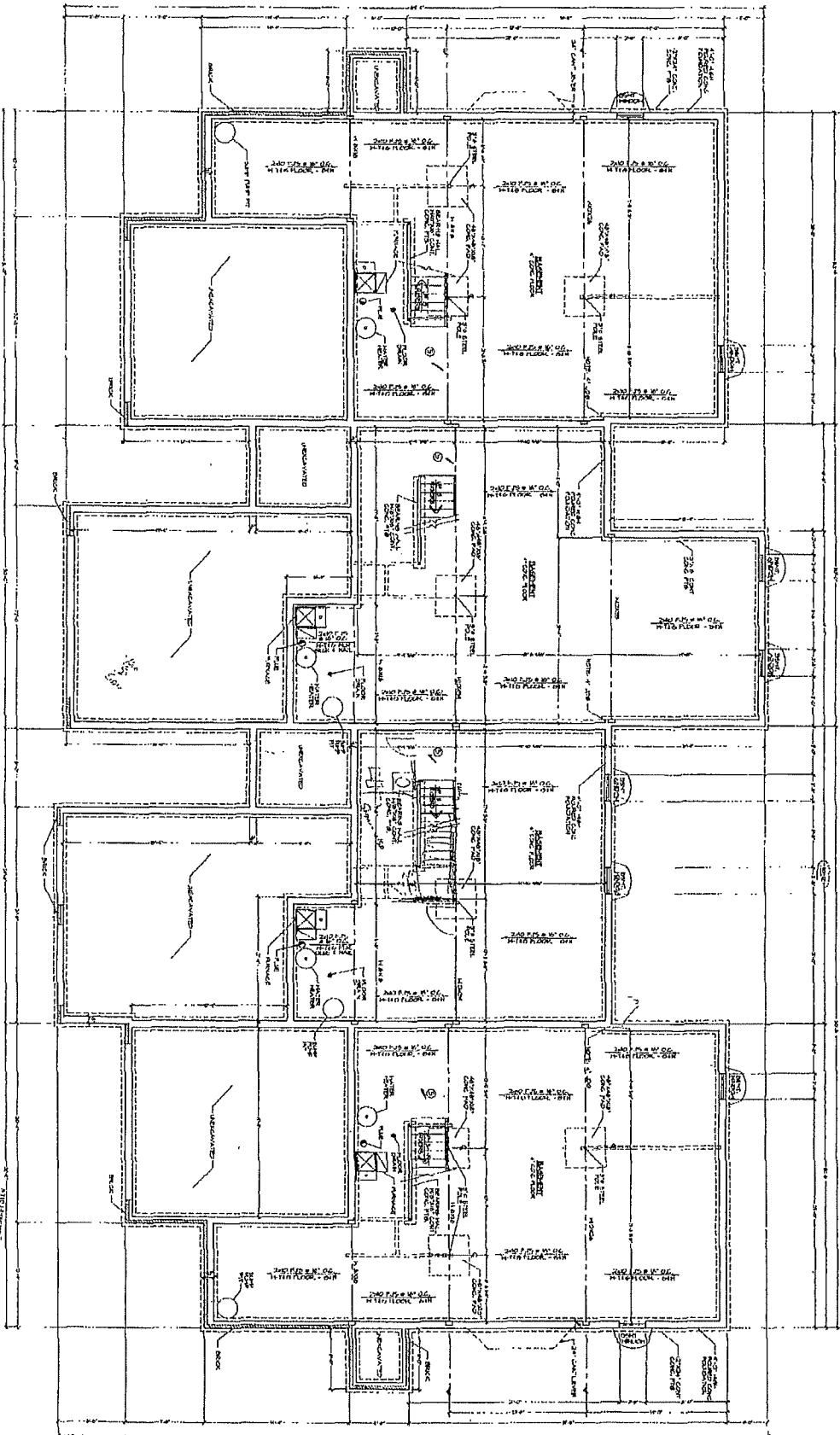
LANDMARK TOWNHOMES
DEER CREEK 4-PLEX
12251 READ STREET
OMAHA, NEBRASKA

Purdy & Slack
ARCHITECTS
11519 Grand Street, Suite 200 Omaha, Nebraska 68164 (402) 935-4445



[illegible]

Basement plans of, from left to right:
 Building 1: Units 4, 3, 2 and 1
 Building 2: Units 5, 6, 7 and 8
 Building 5: Units 23, 22, 21 and 20



LANDMARK TOWNHOMES
DEER CREEK 4-PLEX
12251 READ STREET
OMAHA, NEBRASKA

Purdy & Slack
ARCHITECTS

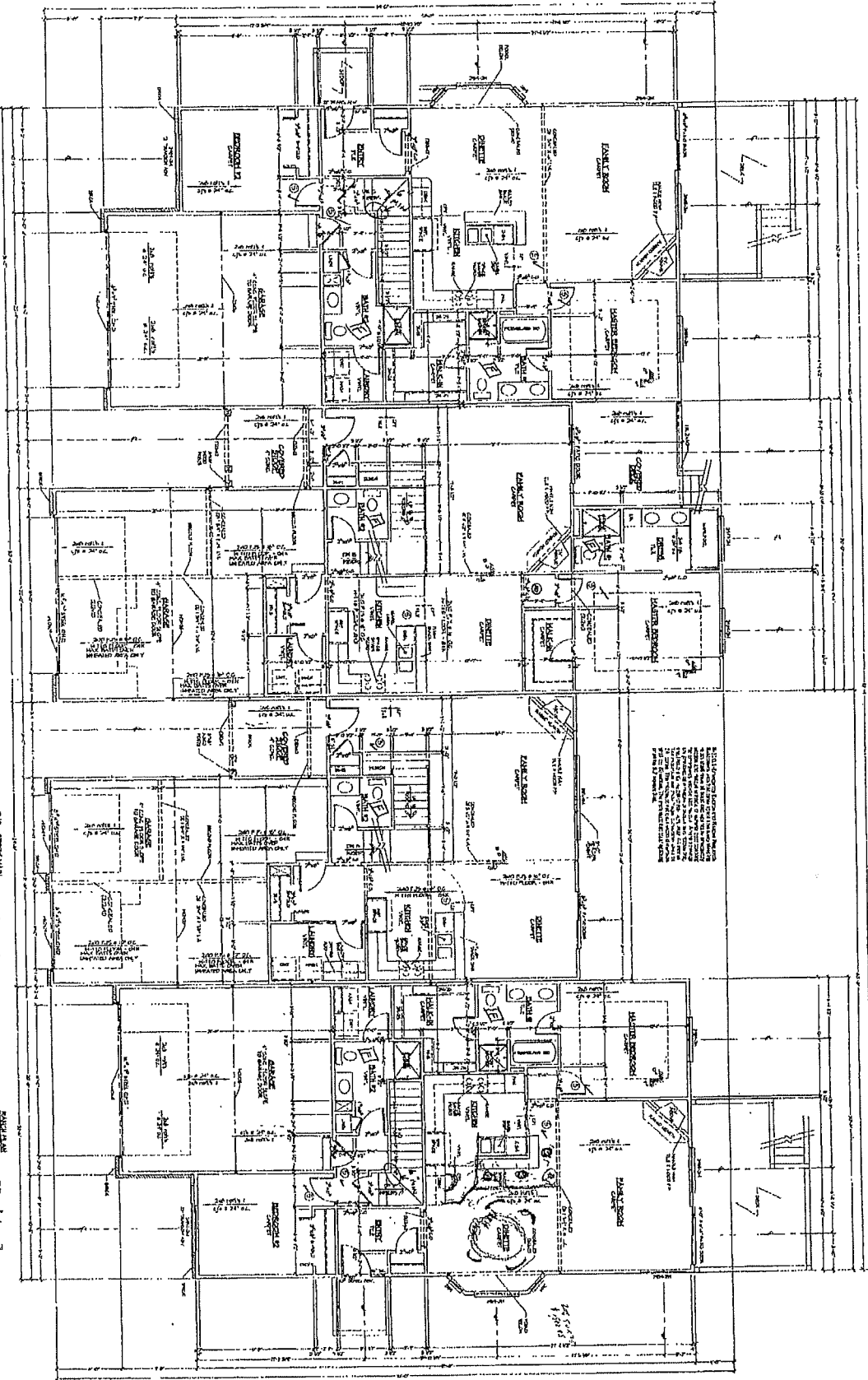
11914 West Street Suite 200 Omaha, Nebraska 68104 (402) 445-4444

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FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

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BUILDINGS 1, 2 AND 5
Page 6 of 28

Main floor plans of, from left to right:
Building 1: Units 4, 3, 2 and 1
Building 2: Units 5, 6, 7 and 8
Building 5: Units 23, 22, 21 and 20



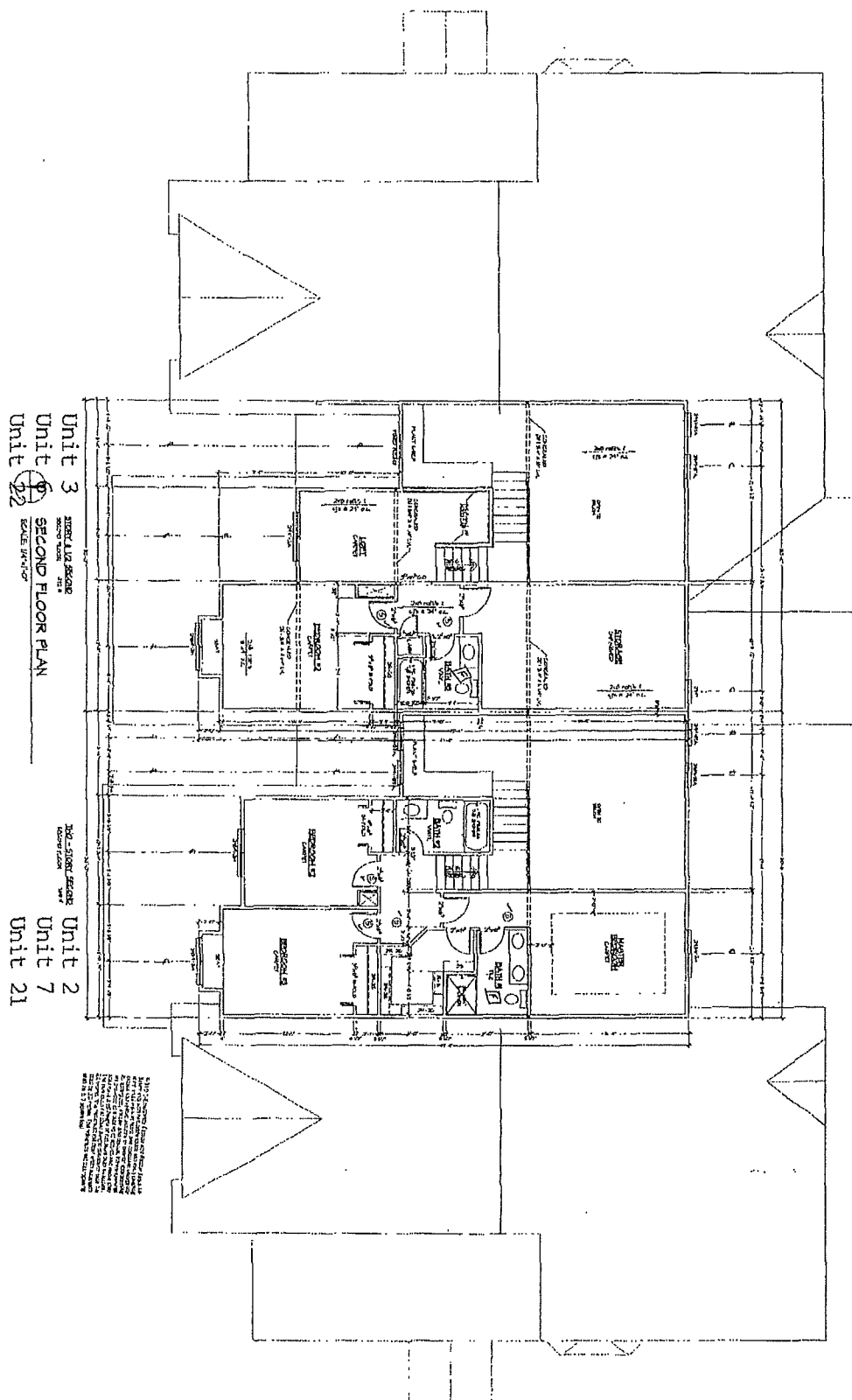
SECT. 4, 5, 23
Unit 4
Unit 5
Unit 23

SECT. 4, 5, 23
Unit 3
Unit 6
Unit 22

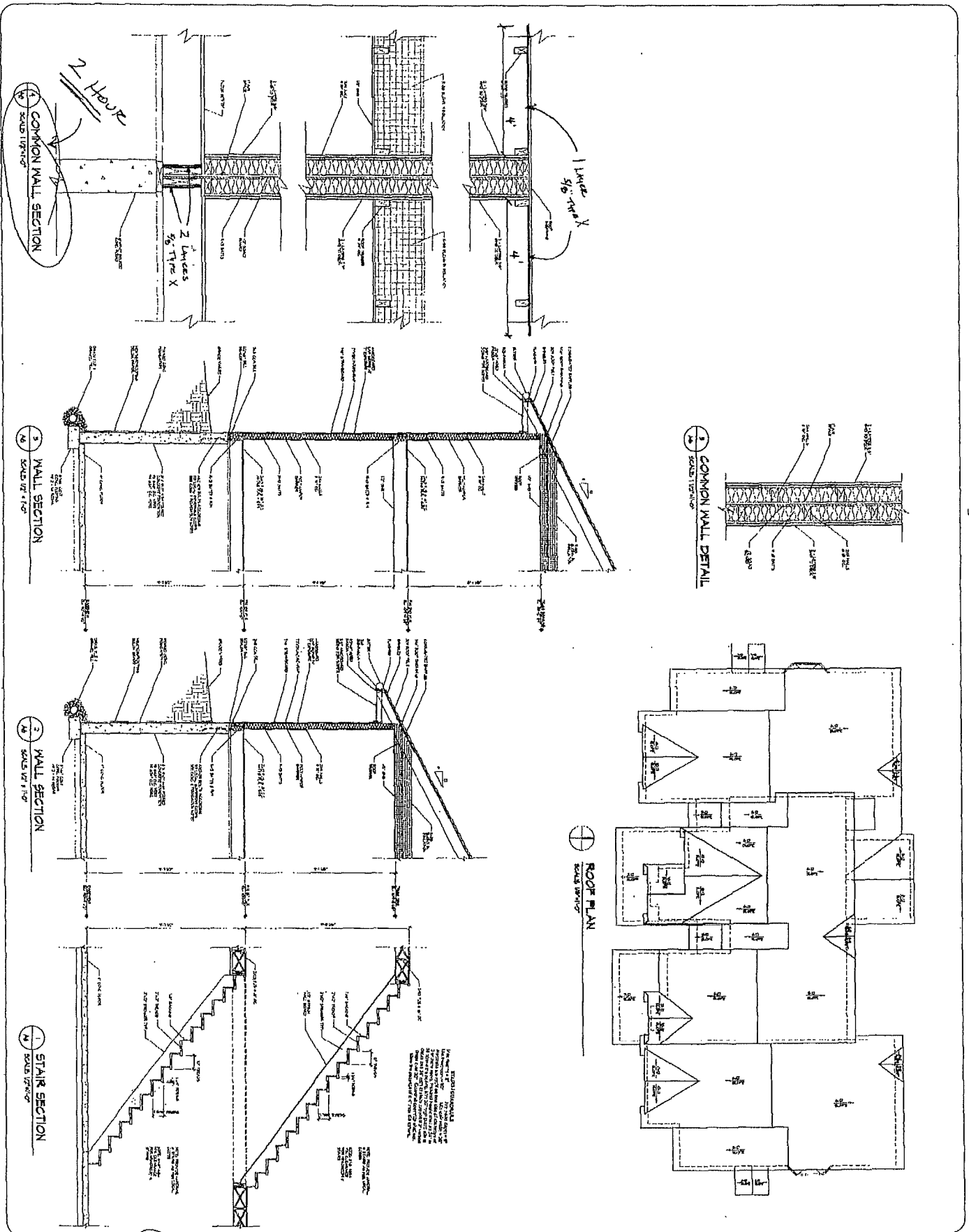
SECT. 4, 5, 23
Unit 2
Unit 7
Unit 21

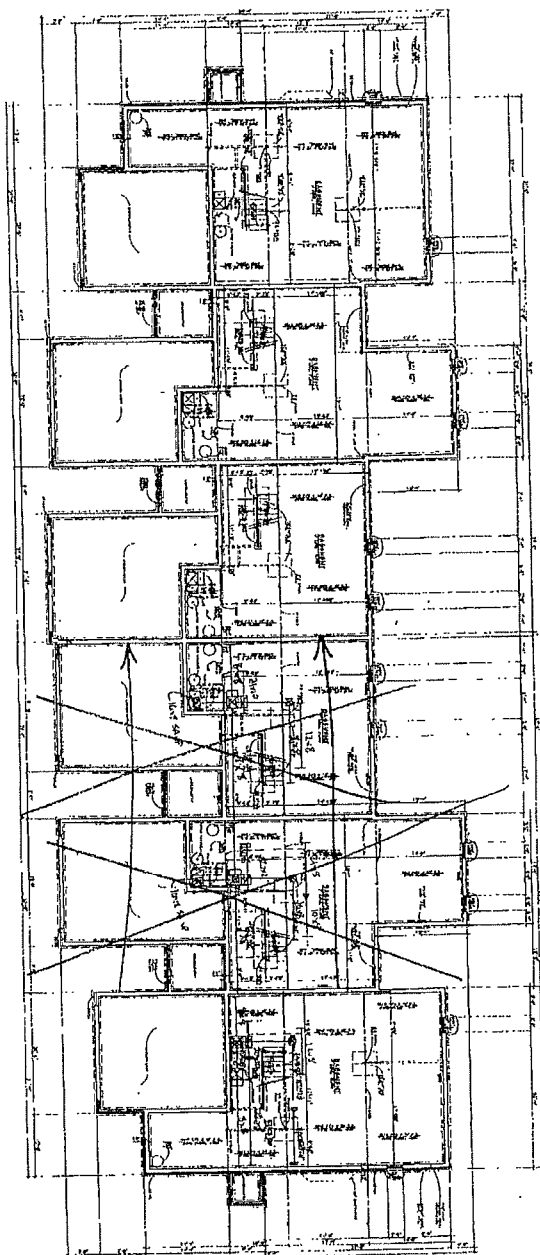
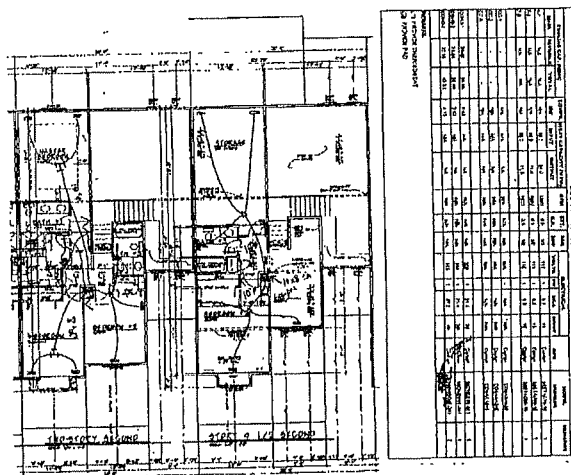
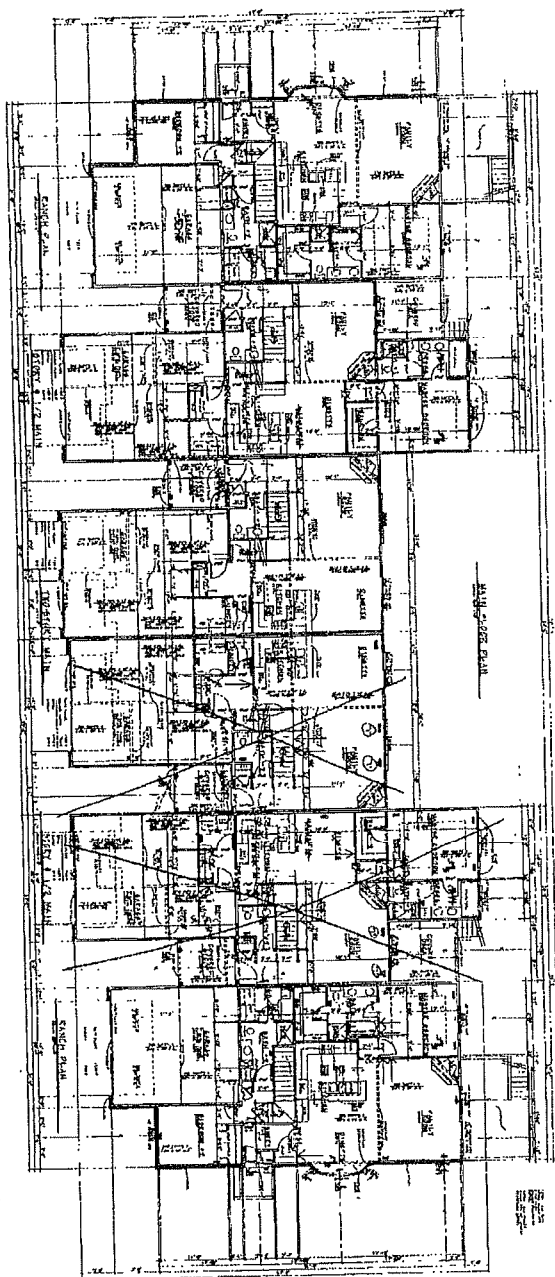
SECT. 4, 5, 23
Unit 1
Unit 8
Unit 20

Second floor plans of, from left to right:
 Building 1: units 3 and 2
 Building 2: units 6 and 7
 Building 5: units 22 and 21



Buildings 1, 2 and 5
Page 8 of 28





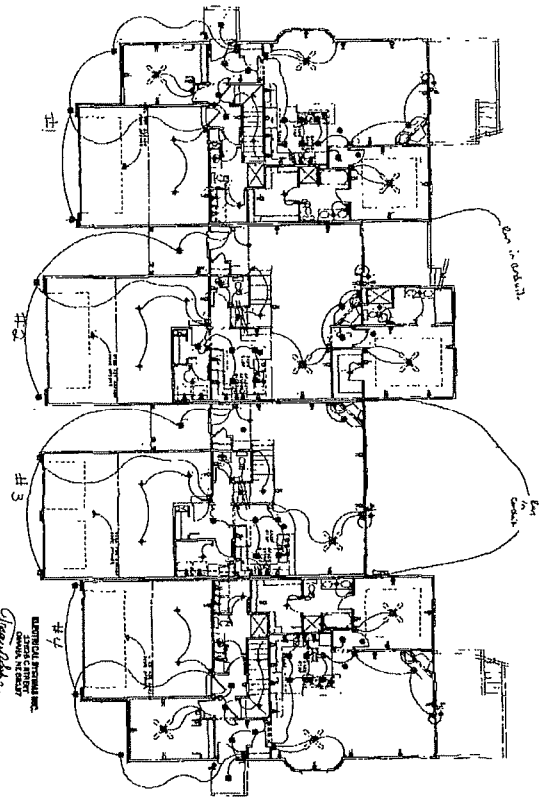
4 units only:

No detailed known
for Dwyer, but water hunting
on water abundant
Please submit

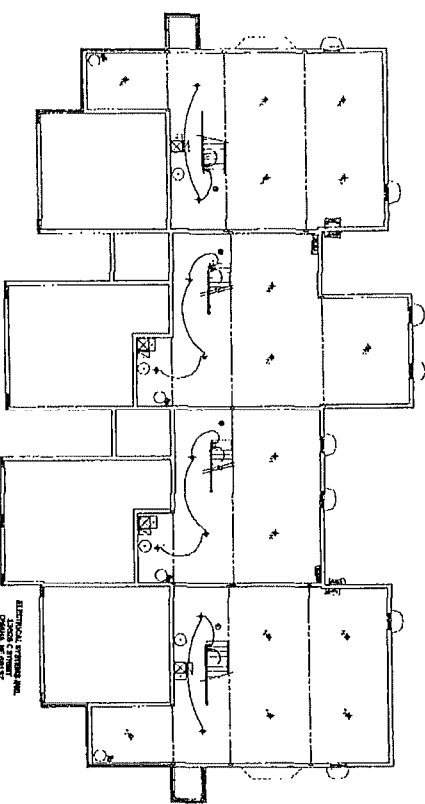
AKSARBEN HEATING
LICENSE NO. 23425
HVAC PLANS

Chinese, African, and Nigerian				
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C-1	BEIRUT	NA	IN AFR	11212

**Buildings 1, 2 and 5
Electrical Plans**

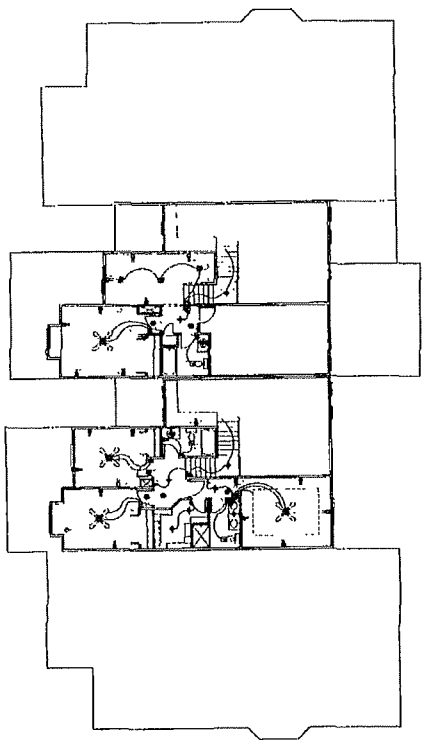


Electrical Systems Inc.
102-095-9143
10/20/03
Steve Crawford



Electrical Systems Inc.
102-095-9143
10/20/03
Steve Crawford

Main floor and basement, left to right:
Building 1: Units 4, 3, 2 and 1
Building 2: Units 5, 6, 7 and 8
Building 5: Units 23, 22, 21 and 20



Electrical Systems Inc.
102-095-9143
10/20/03
Steve Crawford

Second floor, left to right:
Building 1: Units 3 and 2
Building 2: Units 6 and 7
Building 5: Units 22 and 21

Exhibit B - Plans

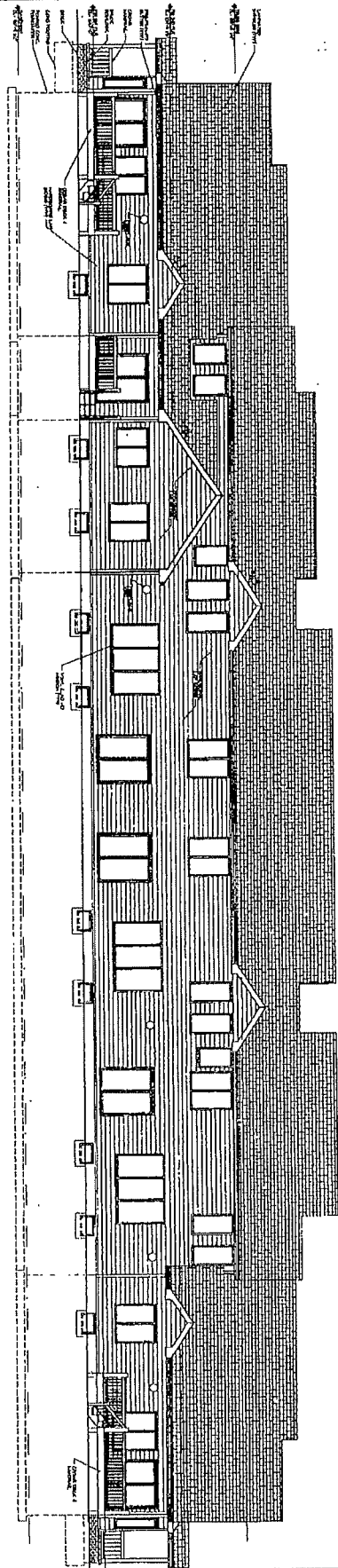
Page 11 of 28

Building 3

Units 9, 10, 11, 12, 13 and 14

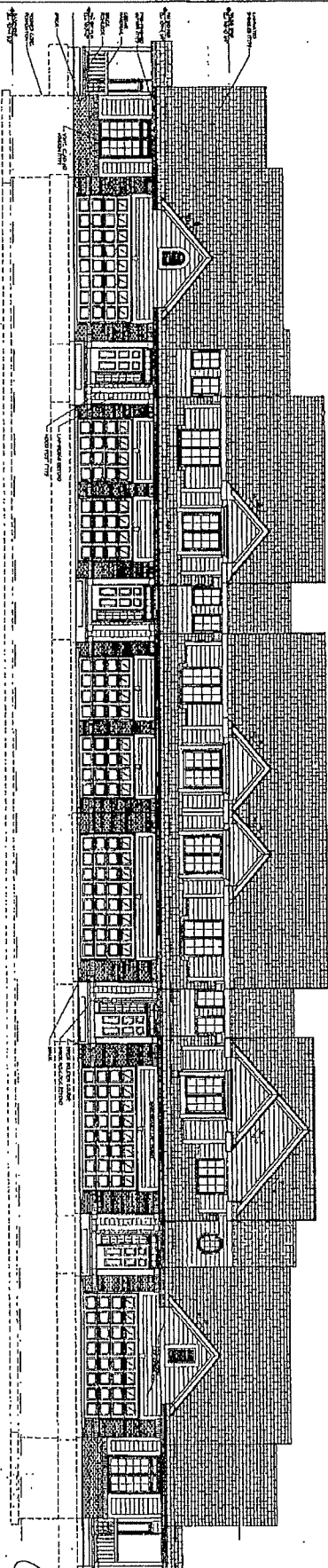
- Front and Rear Elevation
- Left and Right Side Elevation
- Basement Plan
- Main Floor Plan
- Second Floor Plan
- Roof Plan and Sections
- HVAC Plans
- Electrical Plans

Rear elevation of, from left to right, Units 14, 13, 12, 11, 10 and 9



2 REAR ELEVATION
SCALE 3/8" = 1'-0"

Front elevation of, from left to right, Units 9, 10, 11, 12, 13 and 14



1 FRONT ELEVATION
SCALE 3/8" = 1'-0"

EXTERIOR ELEVATIONS

LANDMARK TOWNHOMES
DEER CREEK 6-PLEX
12251 READ STREET
OMAHA, NEBRASKA

Purdy & Stark
ARCHITECTS

11119 Grand Street, Suite 200 Omaha, Nebraska 68164 (402) 491-1444



DATE	BY	CHK
12/15/11	MS	MS
12/15/11	MS	MS
12/15/11	MS	MS

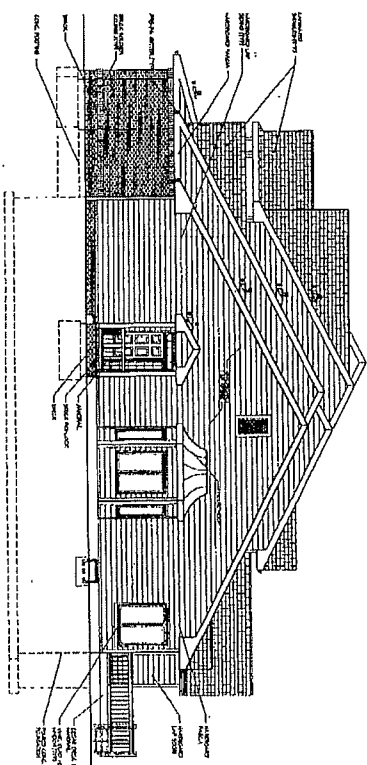
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2
12

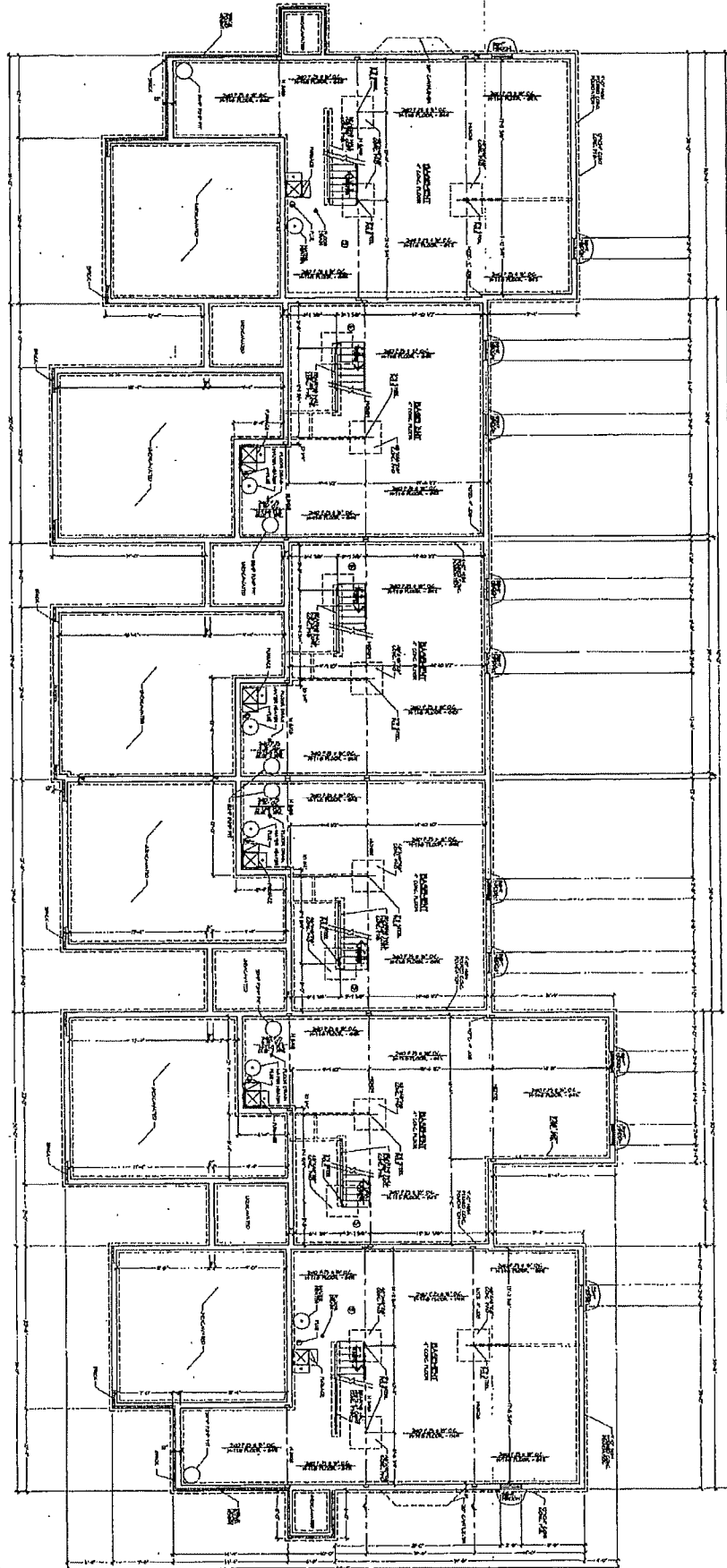
LEFT SIDE ELEVATION

SCALE 3/8"=1'-0"



RIGHT SIDE ELEVATION

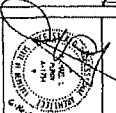
Basement plans of, from left to right: Units 9, 10, 11, 12, 13 and 14



⊕ BASEMENT PLAN
SCALE: 1/8" = 1'-0"

A3

PROJECT NO.	2001
DATE	12/11/01
BY	JS
CHECKED BY	JS



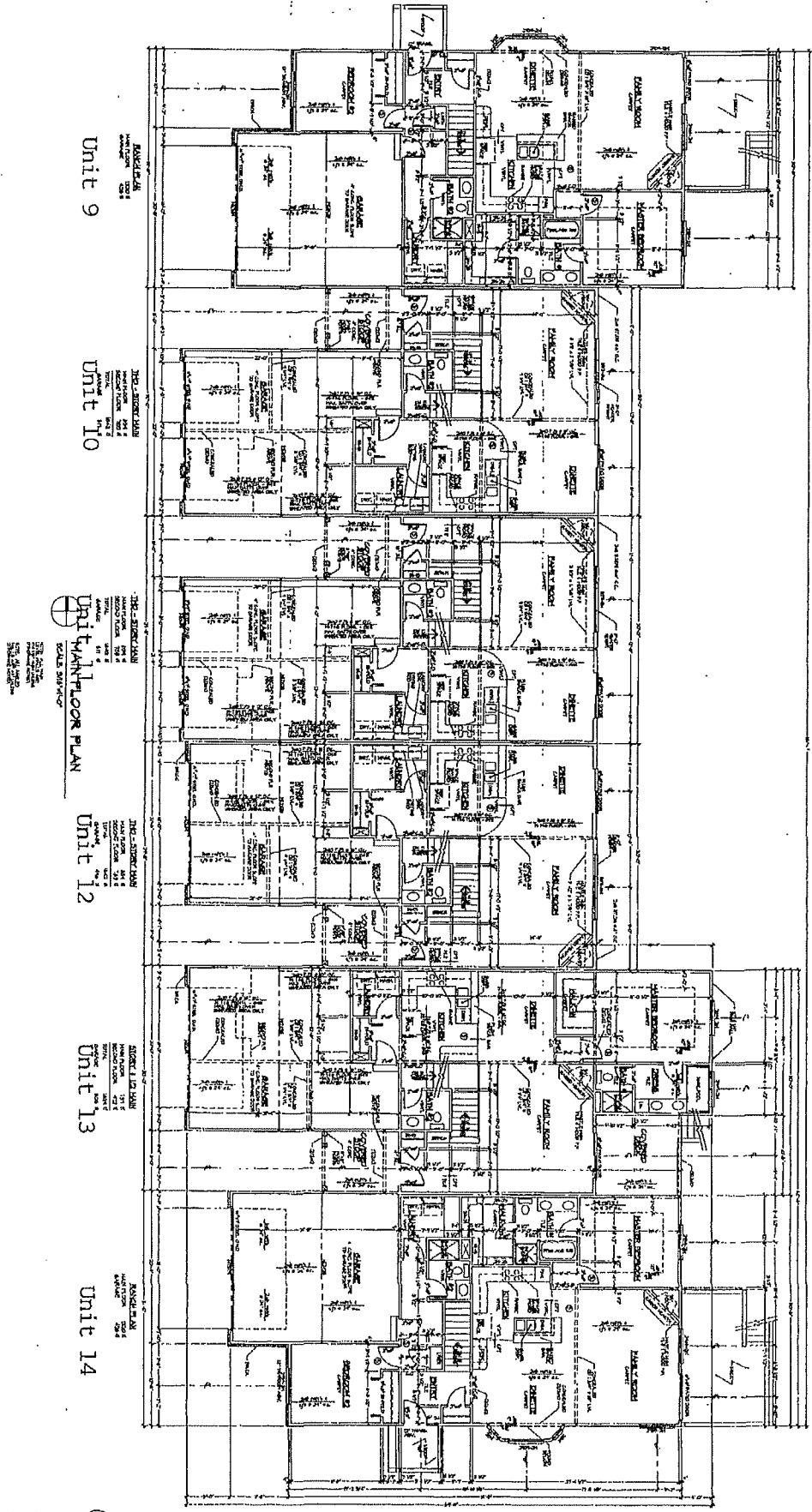
Randy & Stark
ARCHITECTS

11818 Grand Tower, Suite 200, Omaha, Nebraska 68164 (402) 498-4448

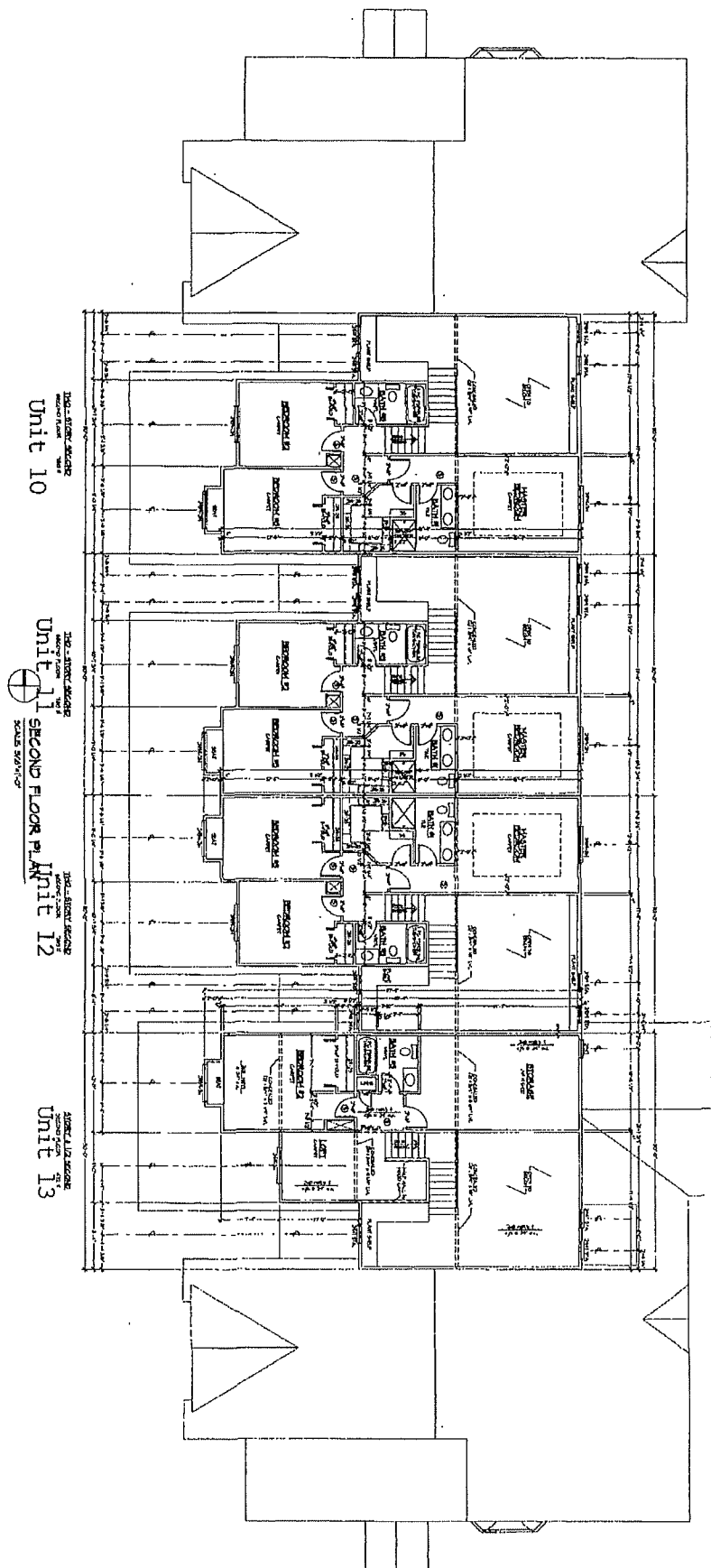
LANDMARK TOWNHOMES
DEER CREEK 6-PLEX
12251 ROAD STREET
OMAHA, NEBRASKA

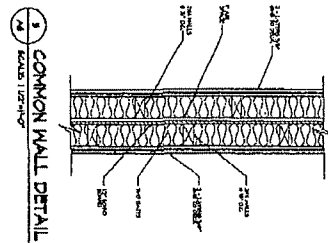
BASEMENT PLAN

Main floor plan of, from left to right, Units 9, 10, 11, 12, 13 and 14

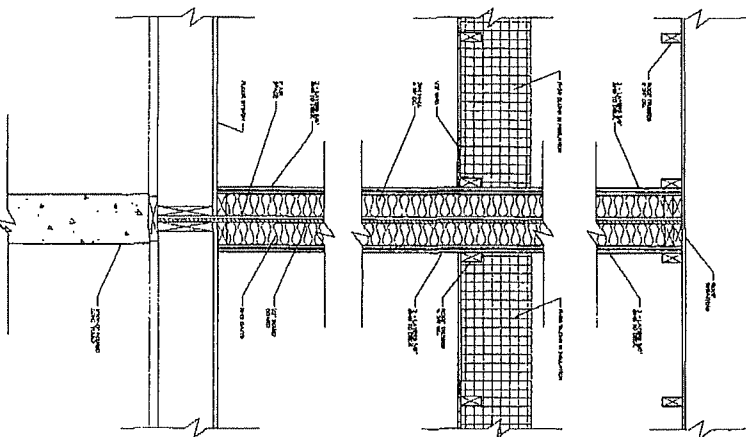


Second floor plans of, from left to right, Units 10, 11, 12 and 13

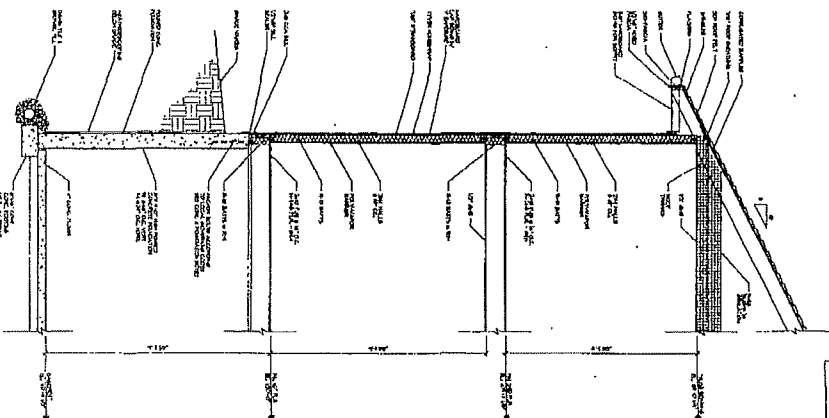




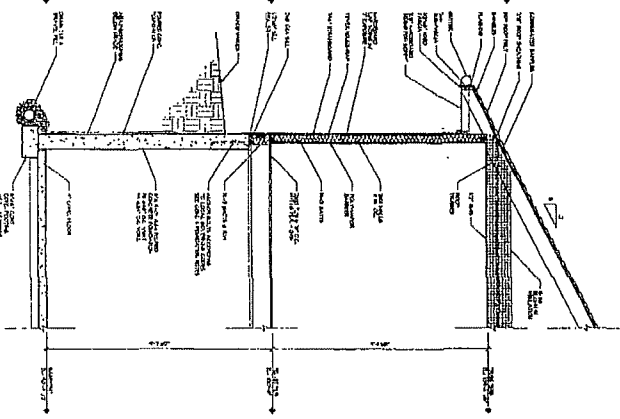
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SCALE 1/2\"/>



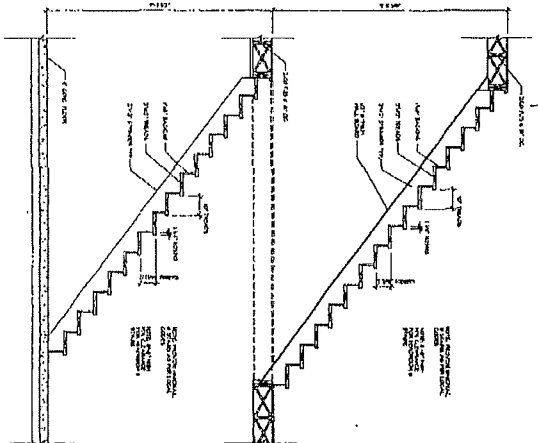
WALL SECTION
SCALE 1/2\"/>



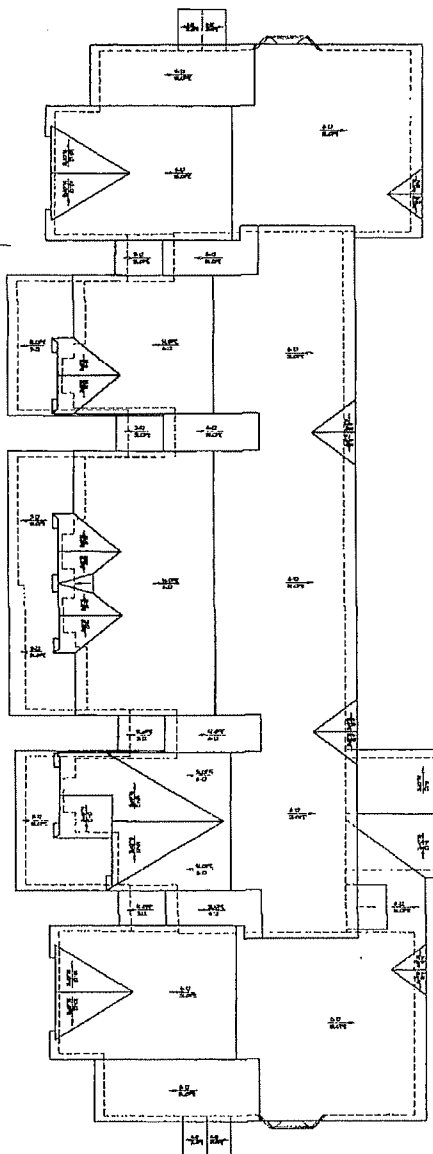
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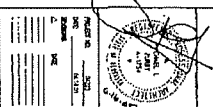
STAIR SECTION
SCALE 1/2\"/>



ROOF PLAN
SCALE 1/8\"/>



AS



Randy S. Shook
ARCHITECTS

13118 Grand Street Suite 200 Omaha, Nebraska 68136 (402) 495-4444

LANDMARK TOWNHOMES
DEER CREEK 6-PLEX
12251 RFAO STREET
OMAHA, NEBRASKA

ROOF PLAN & SECTIONS

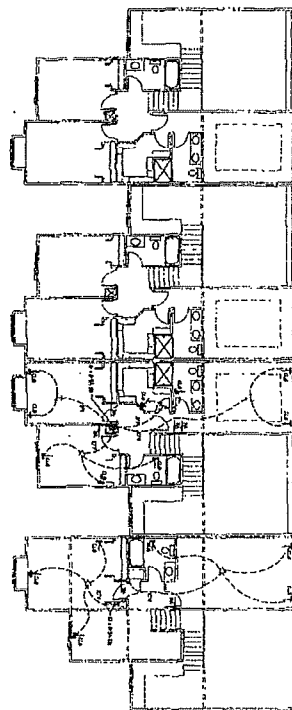
EQUIPMENT SCHEDULE											
NO.	DESCRIPTION	QTY	UNIT	MANUFACTURER	MODEL	SIZE	HP	WATT	BTU/H	SEER	REMARKS
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2	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 10
3	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 11
4	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 12
5	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 13
6	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 14
7	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 9
8	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 10
9	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 11
10	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 12
11	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 13
12	CONDENSING UNIT	1	CONDENSING UNIT	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 14

HEATING, AIR CONDITIONING NOTES:

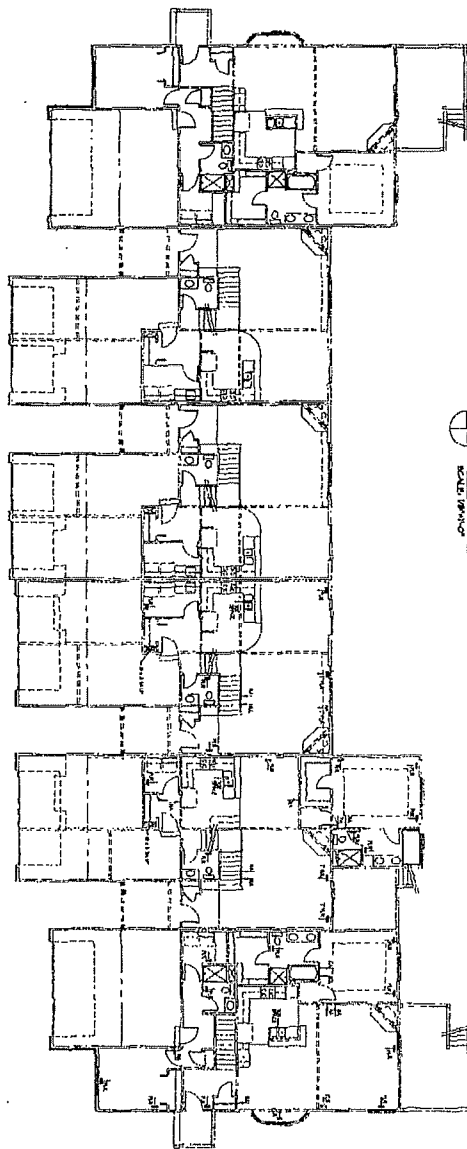
1. THE HVAC SYSTEMS SHOWN ON THESE PLANS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
2. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
3. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
4. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
5. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
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11. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
12. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
13. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
14. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
15. THE SYSTEMS ARE BASED ON THE FOLLOWING ASSUMPTIONS:

DIFFUSERS, GRILLS AND REGISTERS

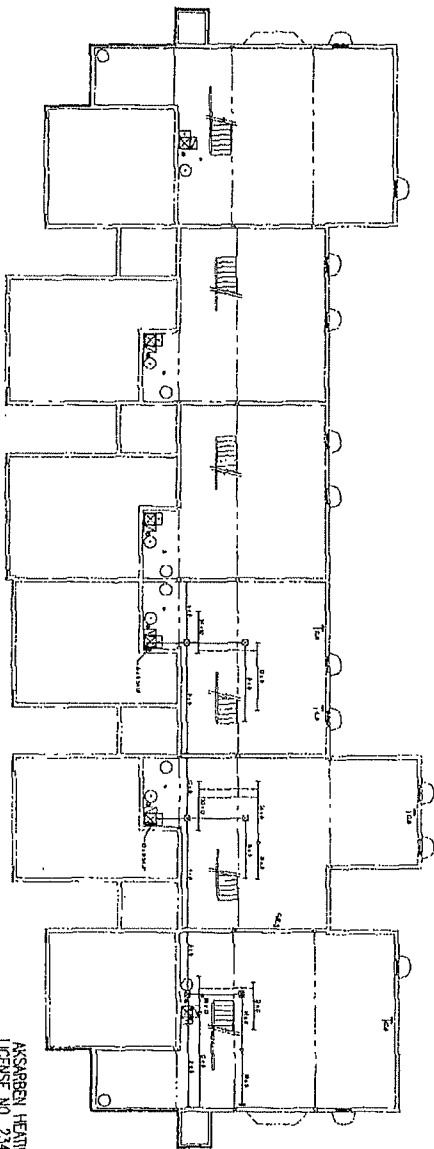
NO.	DESCRIPTION	QTY	UNIT	MANUFACTURER	MODEL	SIZE	HP	WATT	BTU/H	SEER	REMARKS
1	DIFFUSER	1	DIFFUSER	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 9
2	DIFFUSER	1	DIFFUSER	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 10
3	DIFFUSER	1	DIFFUSER	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 11
4	DIFFUSER	1	DIFFUSER	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 12
5	DIFFUSER	1	DIFFUSER	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 13
6	DIFFUSER	1	DIFFUSER	DAIKIN	FXS25	24"	1.5	1100	12000	13.0	UNIT 14



SECOND FLOOR HVAC PLAN



MAIN FLOOR HVAC PLAN



BASMENT HVAC PLAN

ASSUREN HEATING
LICENSE NO. 23425

Pindy & Shook
ARCHITECTS
11111 Grand Street, Suite 200, Omaha, Nebraska 68134 (402) 488-4444

LANDMARK TOWNHOMES
WATERFORD 4-PLEX
15598 IOWA STREET
OMAHA, NEBRASKA

H.V.A.C. PLANS

1/11

BIBLIOGRAPHICAL REFERENCES

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2. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
3. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
4. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
5. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
6. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
7. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
8. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
9. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.
10. KLEINMAN, H. *ORGANIC CHEMISTRY*, 2nd Edition, John Wiley, New York, 1965, pp. 103-104.

Second floor,
left to right:
Units 10, 11, 12
and 13

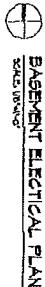
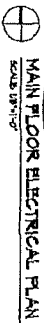
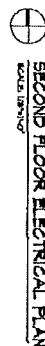


Exhibit B - Plans

Page 20 of 28

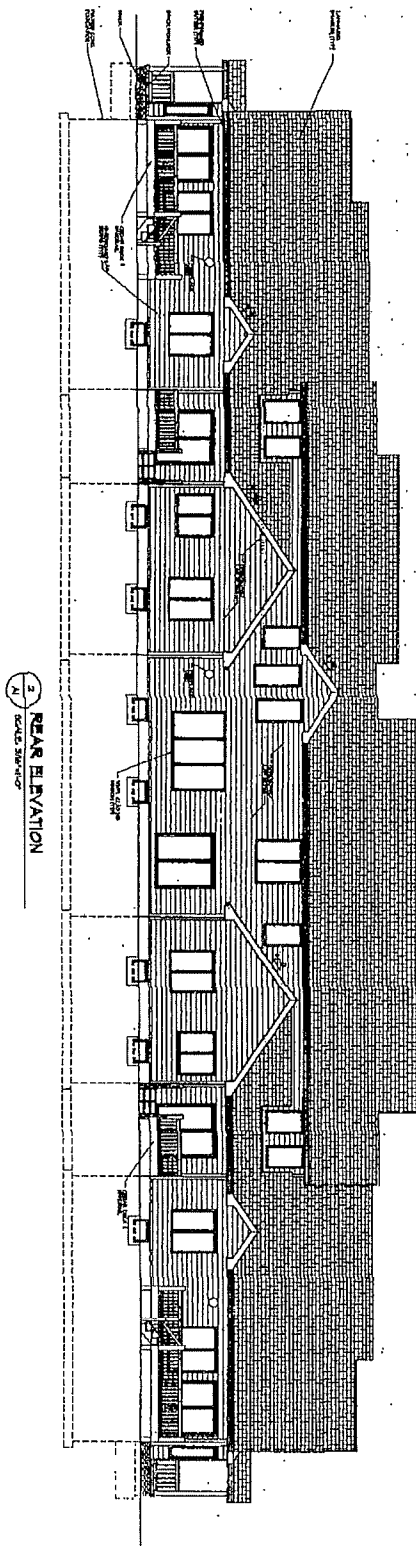
Building 4

Units 15, 16, 17, 18 and 19

- Front and Rear Elevation
- Left and Right Side Elevation
- Basement Plan
- Main Floor Plan
- Second Floor Plan
- Roof Plan and Sections
- HVAC Plans
- Electrical Plans

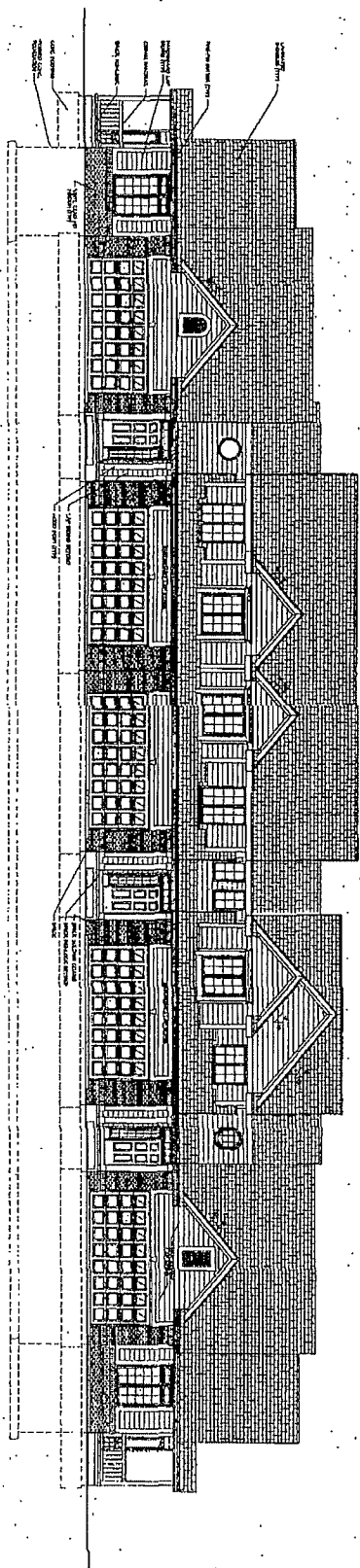
Building 4
Page 21 of 28

Rear elevation of, from left to right, Units 19, 18, 17, 16 and 15



2 REAR ELEVATION
SCALE: 3/8\"/>

Front elevation of, from left to right, Units 15, 16, 17, 18 and 19



1 FRONT ELEVATION
SCALE: 3/8\"/>

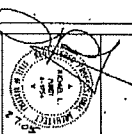
NOTES: 1. SEE SHEET 20 FOR GENERAL NOTES. 2. SEE SHEET 20 FOR MATERIALS. 3. SEE SHEET 20 FOR FINISHES. 4. SEE SHEET 20 FOR EQUIPMENT. 5. SEE SHEET 20 FOR UTILITIES. 6. SEE SHEET 20 FOR STRUCTURE. 7. SEE SHEET 20 FOR MECHANICAL. 8. SEE SHEET 20 FOR ELECTRICAL. 9. SEE SHEET 20 FOR PLUMBING. 10. SEE SHEET 20 FOR HVAC. 11. SEE SHEET 20 FOR FIRE PROTECTION. 12. SEE SHEET 20 FOR SAFETY. 13. SEE SHEET 20 FOR ACCESSIBILITY. 14. SEE SHEET 20 FOR SIGNAGE. 15. SEE SHEET 20 FOR LANDSCAPE. 16. SEE SHEET 20 FOR FURNITURE. 17. SEE SHEET 20 FOR LIGHTING. 18. SEE SHEET 20 FOR SOUND. 19. SEE SHEET 20 FOR VIBRATION. 20. SEE SHEET 20 FOR OTHER.

EXTERIOR ELEVATIONS

LANDMARK TOWNHOMES
DEER CREEK 5-PLEX
12251 READ STREET
OMAHA, NEBRASKA

Purdy & Shook
ARCHITECTS

11510 Oval Street, Suite 200 Omaha, Nebraska 68154 (402) 493-1444



NO.	DATE	DESCRIPTION
1	10/1/14	ISSUED FOR PERMIT
2	10/1/14	ISSUED FOR CONSTRUCTION
3	10/1/14	ISSUED FOR RECORD

1/1

Building 4

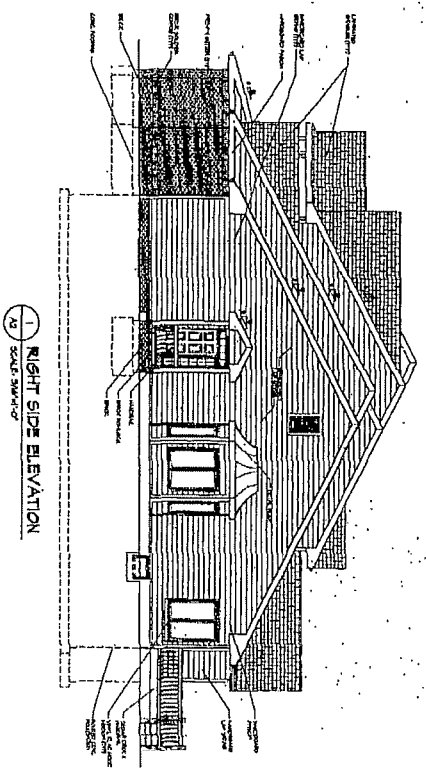
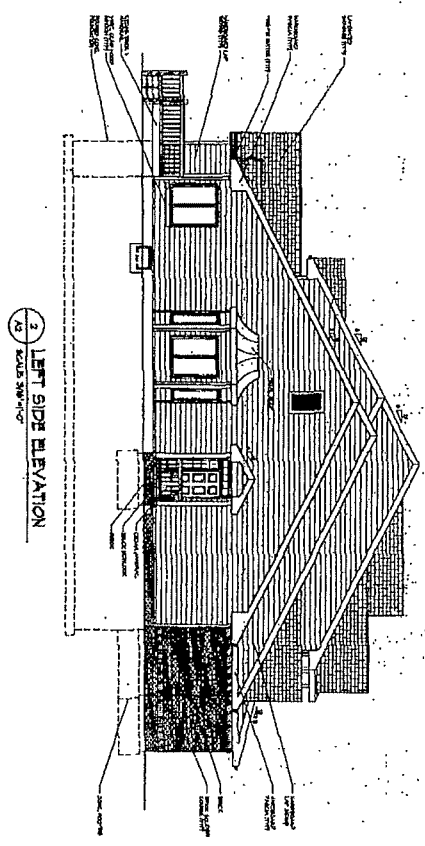
Page 22 of 28

1. EXISTING
 1.1. The existing building is a two-story structure with a gabled roof. The exterior walls are finished with horizontal siding. The roof is covered with asphalt shingles. The building is located on a lot with a driveway on the left side. The existing building is in good condition and is ready for renovation.

2. RENOVATION
 2.1. The renovation will consist of the following items:
 a. Removal of the existing exterior siding and replacement with new horizontal siding.
 b. Removal of the existing roof shingles and replacement with new asphalt shingles.
 c. Removal of the existing driveway and replacement with a new concrete driveway.
 d. Removal of the existing front porch and replacement with a new front porch.
 e. Removal of the existing rear porch and replacement with a new rear porch.
 f. Removal of the existing side porch and replacement with a new side porch.
 g. Removal of the existing rear deck and replacement with a new rear deck.
 h. Removal of the existing front deck and replacement with a new front deck.
 i. Removal of the existing side deck and replacement with a new side deck.
 j. Removal of the existing rear deck and replacement with a new rear deck.
 k. Removal of the existing front deck and replacement with a new front deck.
 l. Removal of the existing side deck and replacement with a new side deck.
 m. Removal of the existing rear deck and replacement with a new rear deck.
 n. Removal of the existing front deck and replacement with a new front deck.
 o. Removal of the existing side deck and replacement with a new side deck.
 p. Removal of the existing rear deck and replacement with a new rear deck.
 q. Removal of the existing front deck and replacement with a new front deck.
 r. Removal of the existing side deck and replacement with a new side deck.
 s. Removal of the existing rear deck and replacement with a new rear deck.
 t. Removal of the existing front deck and replacement with a new front deck.
 u. Removal of the existing side deck and replacement with a new side deck.
 v. Removal of the existing rear deck and replacement with a new rear deck.
 w. Removal of the existing front deck and replacement with a new front deck.
 x. Removal of the existing side deck and replacement with a new side deck.
 y. Removal of the existing rear deck and replacement with a new rear deck.
 z. Removal of the existing front deck and replacement with a new front deck.

3. MATERIALS
 3.1. The materials to be used in the renovation are as follows:
 a. Siding: Horizontal siding, 1/2" thick, white.
 b. Roofing: Asphalt shingles, 30-year warranty.
 c. Driveway: Concrete, 4" thick, gray.
 d. Porch: Concrete, 4" thick, gray.
 e. Deck: Composite decking, 2" thick, white.
 f. Deck: Composite decking, 2" thick, white.
 g. Deck: Composite decking, 2" thick, white.
 h. Deck: Composite decking, 2" thick, white.
 i. Deck: Composite decking, 2" thick, white.
 j. Deck: Composite decking, 2" thick, white.
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 m. Deck: Composite decking, 2" thick, white.
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 s. Deck: Composite decking, 2" thick, white.
 t. Deck: Composite decking, 2" thick, white.
 u. Deck: Composite decking, 2" thick, white.
 v. Deck: Composite decking, 2" thick, white.
 w. Deck: Composite decking, 2" thick, white.
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 y. Deck: Composite decking, 2" thick, white.
 z. Deck: Composite decking, 2" thick, white.

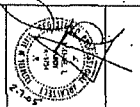
4. NOTES
 4.1. The renovation will be completed within 12 weeks.
 4.2. The renovation will be completed within 12 weeks.
 4.3. The renovation will be completed within 12 weeks.
 4.4. The renovation will be completed within 12 weeks.
 4.5. The renovation will be completed within 12 weeks.
 4.6. The renovation will be completed within 12 weeks.
 4.7. The renovation will be completed within 12 weeks.
 4.8. The renovation will be completed within 12 weeks.
 4.9. The renovation will be completed within 12 weeks.
 4.10. The renovation will be completed within 12 weeks.



EXTERIOR ELEVATIONS

LANDMARK TOWNHOMES
 DEER CREEK 5-PLEX
 12251 ROAD STREET
 OMAHA, NEBRASKA

Purdy & Shook
 ARCHITECTS
 11019 Clark Street Suite 207 Omaha, Nebraska 68164 (402) 998-4418

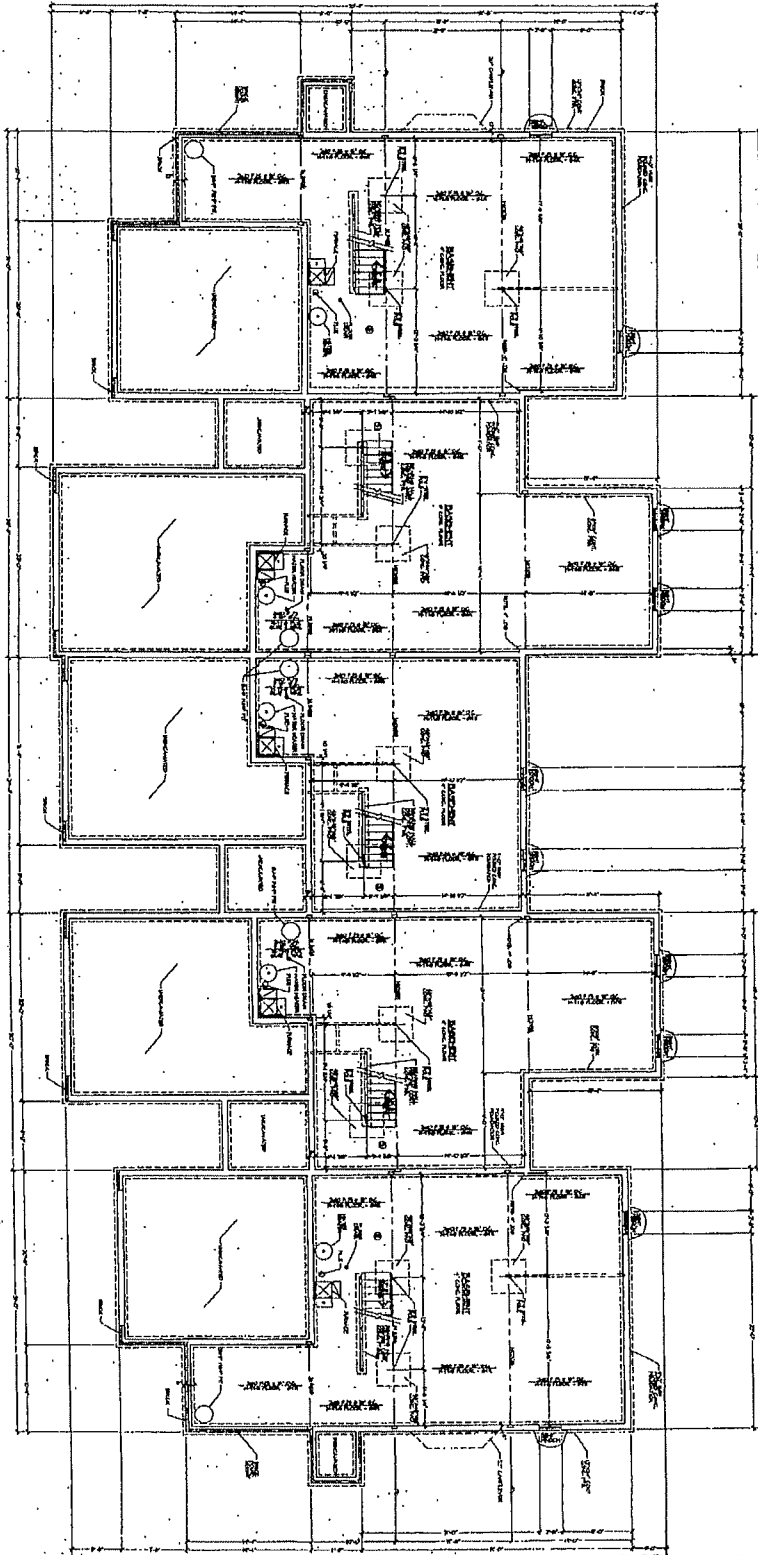


A2

Building 4

Page 23 of 28

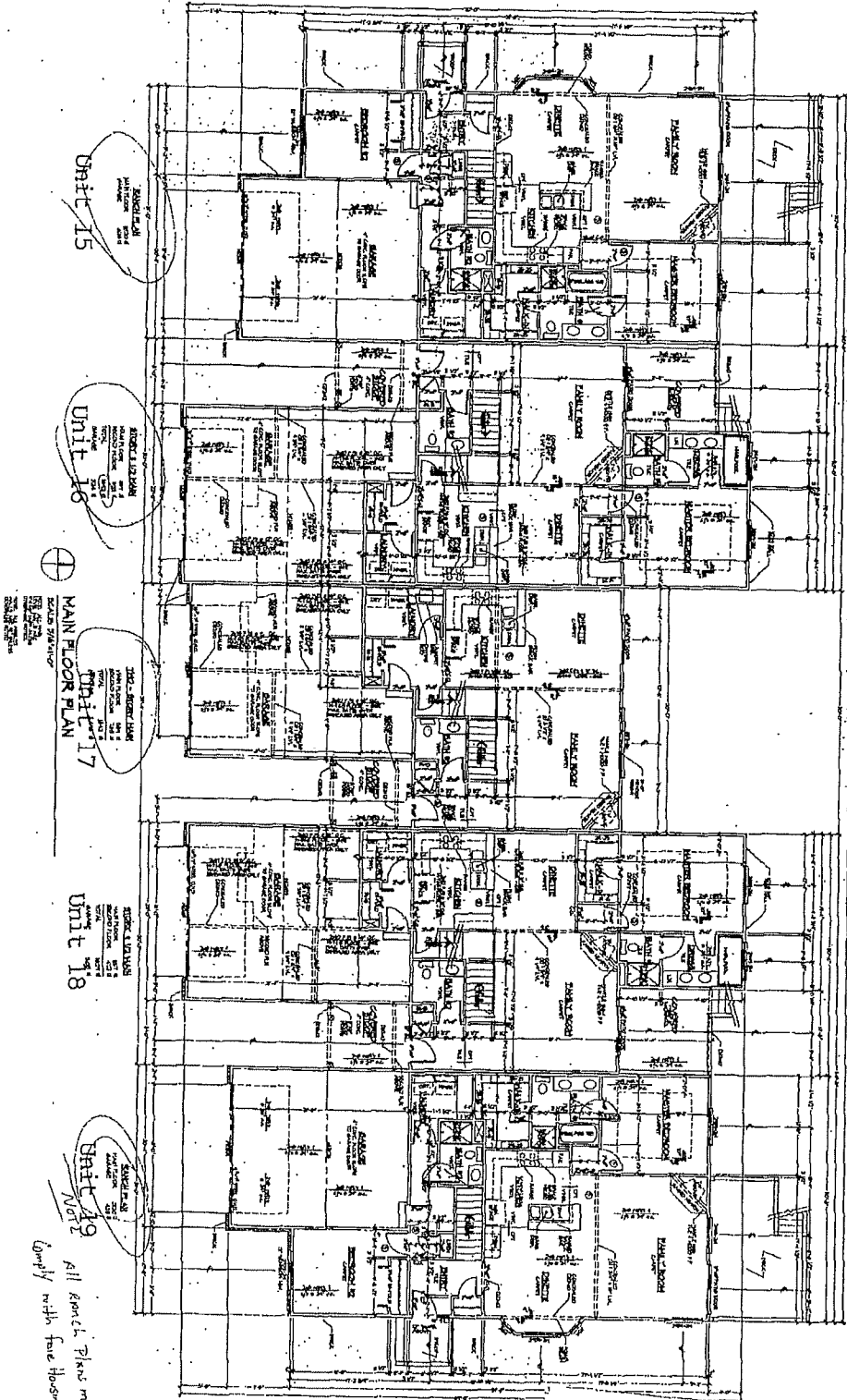
Basement plans of, from left to right, Units 15, 16, 17, 18 and 19



⊕ BASEMENT PLAN
SCALE: 1/8" = 1'-0"

	<p>Randy & Shari ARCHITECTS 21318 Grand View, Suite 200 Omaha, Nebraska 68164 (402) 596-8888</p>	<p>LANDMARK TOWNHOMES DEER CREEK 5-PLEX 12251 ROAD STREET OMAHA, NEBRASKA</p>	<p>BASEMENT PLAN</p>
--	---------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------	----------------------

Main floor plans of, from left to right, Units 15, 16, 17, 18 and 19



Unit 19
Note: All finish plans must comply with fire housing standards!

M4

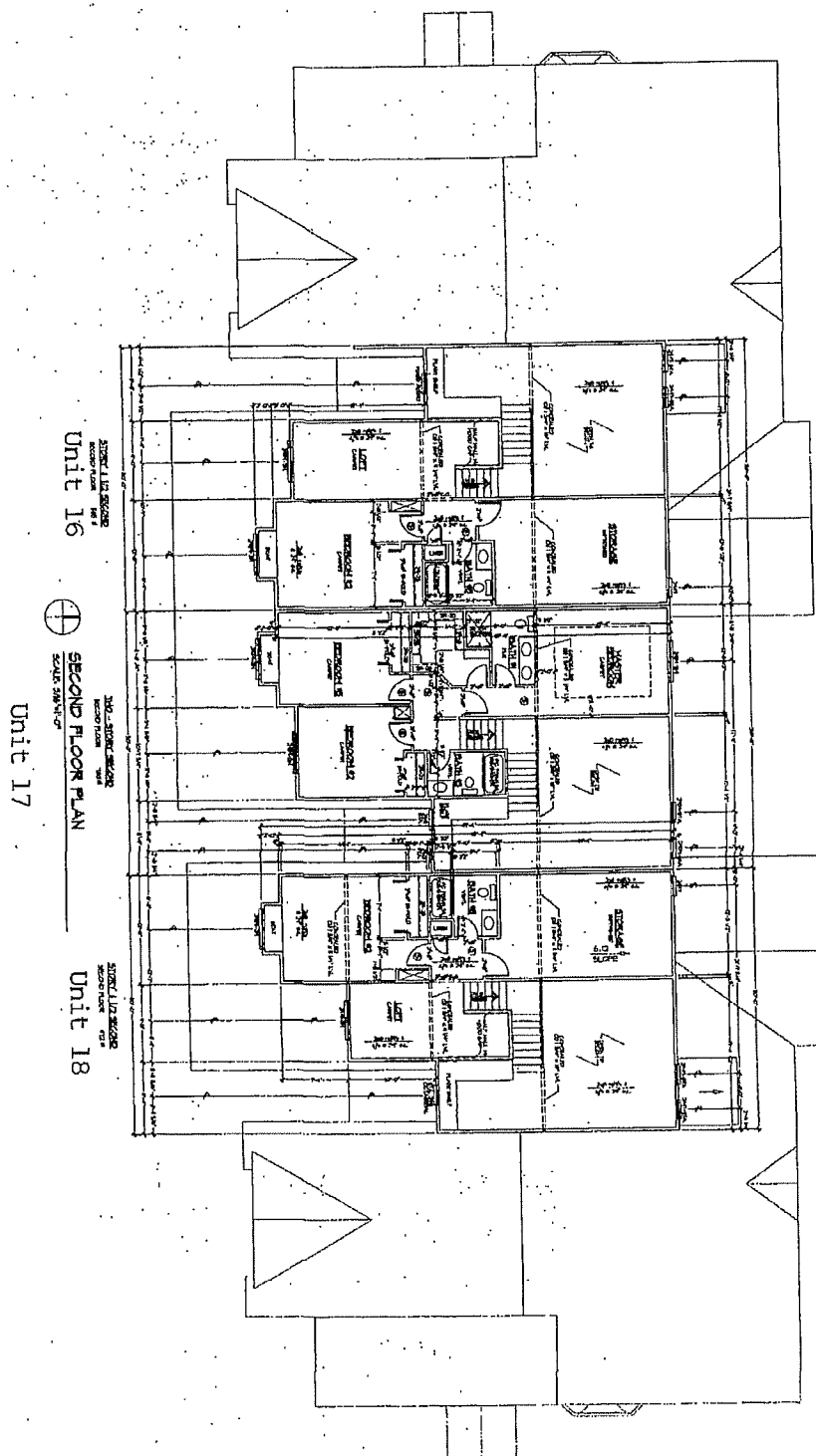


Randy & Stark
ARCHITECTS
21519 Creek Street, Suite 200 Omaha, Nebraska 68131 (402) 865-1448

JOHNS
DEER CREEK 5-PLEX
12251 READ STREET
OMAHA, NEBRASKA

MAIN FLOOR PLAN

Second floor plans of, from left to right, Units 16, 17 and 18



A5

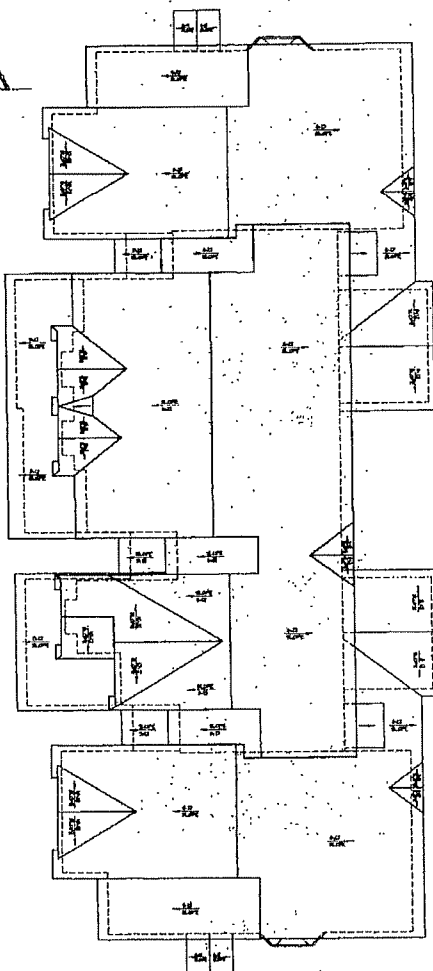
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DATE	2000



Randy S. Stark
ARCHITECTS
11010 Grant Street Suite 200 Omaha, Nebraska 68164 (402) 426-4448

LANDMARK TOWNHOMES
DEER CREEK 5-PLEX
12251 ROAD STREET
OMAHA, NEBRASKA

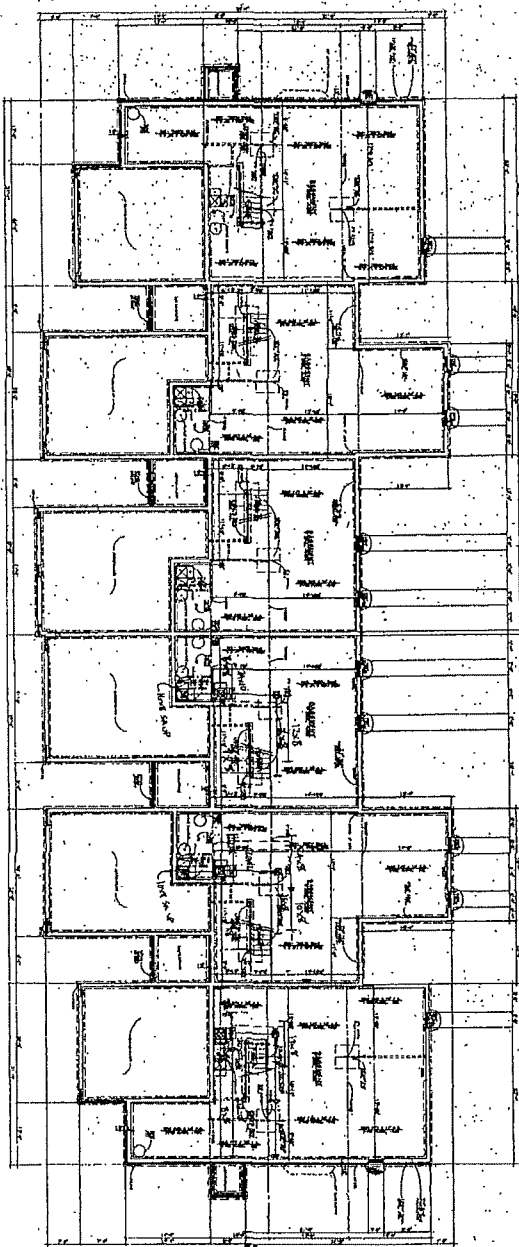
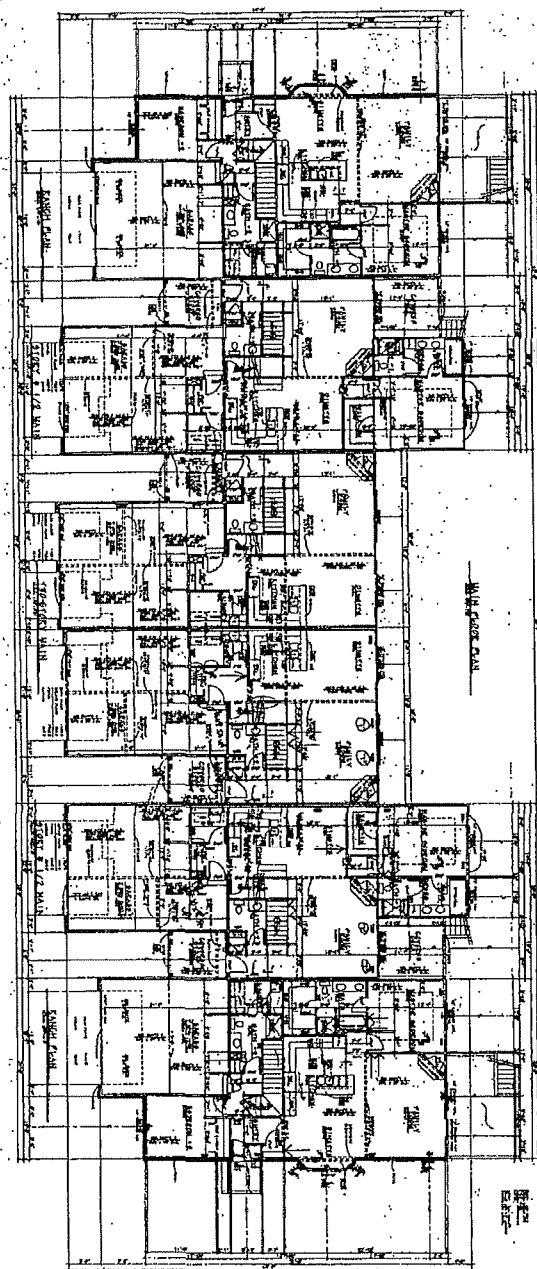
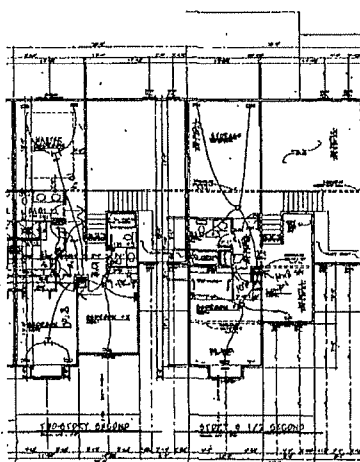
SECOND FLOOR PLAN



⊕
ROOF PLAN
SHEET NO. 100



HVAC plans for Units 15, 16, 17, 18 and 19

[illegible]

DRIVER, OFFICE, and DELIVERY				
BLANK	SERVICE LOCATION	COLOR TYPE	MANUFACTURER	DATE/TYPE NO.
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12	SPRINT	BLK	DAEWOO	2000
13	SPRINT	BLK	DAEWOO	2000
14	SPRINT	BLK	DAEWOO	2000
15	SPRINT	BLK	DAEWOO	2000
16	SPRINT	BLK	DAEWOO	2000
17	SPRINT	BLK	DAEWOO	2000
18	SPRINT	BLK	DAEWOO	2000
19	SPRINT	BLK	DAEWOO	2000
20	SPRINT	BLK	DAEWOO	2000
21	SPRINT	BLK	DAEWOO	2000
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23	SPRINT	BLK	DAEWOO	2000
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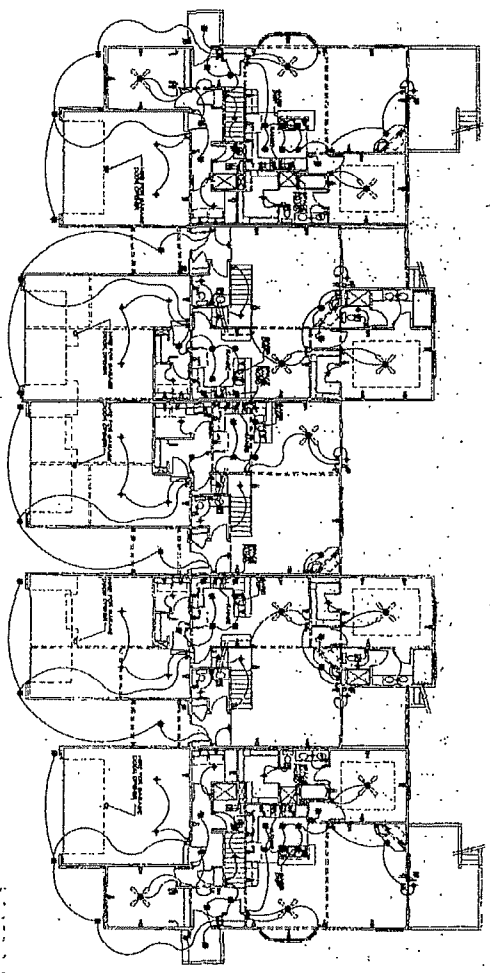
AKSÄR BEN HEATING
: LICENSE NO. 23425
HVAC PLANS

Electrical Plans

ELECTRICAL SYMBOL LEGEND	
SYMBOL	DESCRIPTION
1	120V 15A BRN/BLK
2	120V 20A BRN/BLK
3	120V 30A BRN/BLK
4	120V 40A BRN/BLK
5	120V 50A BRN/BLK
6	120V 60A BRN/BLK
7	120V 75A BRN/BLK
8	120V 100A BRN/BLK
9	120V 150A BRN/BLK
10	120V 200A BRN/BLK
11	120V 250A BRN/BLK
12	120V 300A BRN/BLK
13	120V 350A BRN/BLK
14	120V 400A BRN/BLK
15	120V 450A BRN/BLK
16	120V 500A BRN/BLK
17	120V 550A BRN/BLK
18	120V 600A BRN/BLK
19	120V 650A BRN/BLK
20	120V 700A BRN/BLK
21	120V 750A BRN/BLK
22	120V 800A BRN/BLK
23	120V 850A BRN/BLK
24	120V 900A BRN/BLK
25	120V 950A BRN/BLK
26	120V 1000A BRN/BLK
27	120V 1050A BRN/BLK
28	120V 1100A BRN/BLK
29	120V 1150A BRN/BLK
30	120V 1200A BRN/BLK
31	120V 1250A BRN/BLK
32	120V 1300A BRN/BLK
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34	120V 1400A BRN/BLK
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37	120V 1550A BRN/BLK
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46	120V 2000A BRN/BLK
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53	120V 2350A BRN/BLK
54	120V 2400A BRN/BLK
55	120V 2450A BRN/BLK
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63	120V 2850A BRN/BLK
64	120V 2900A BRN/BLK
65	120V 2950A BRN/BLK
66	120V 3000A BRN/BLK
67	120V 3050A BRN/BLK
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69	120V 3150A BRN/BLK
70	120V 3200A BRN/BLK
71	120V 3250A BRN/BLK
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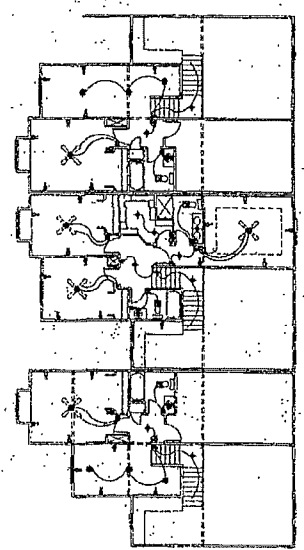
ELECTRICAL GENERAL NOTES:
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE ILLINOIS ELECTRICAL CODE (IEC).
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE (IEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE (IEC) AND THE NATIONAL ELECTRICAL CODE (NEC).

All needed lighting
outlets need to comply with
2013 NEC and chapter 99 of the
City Code.

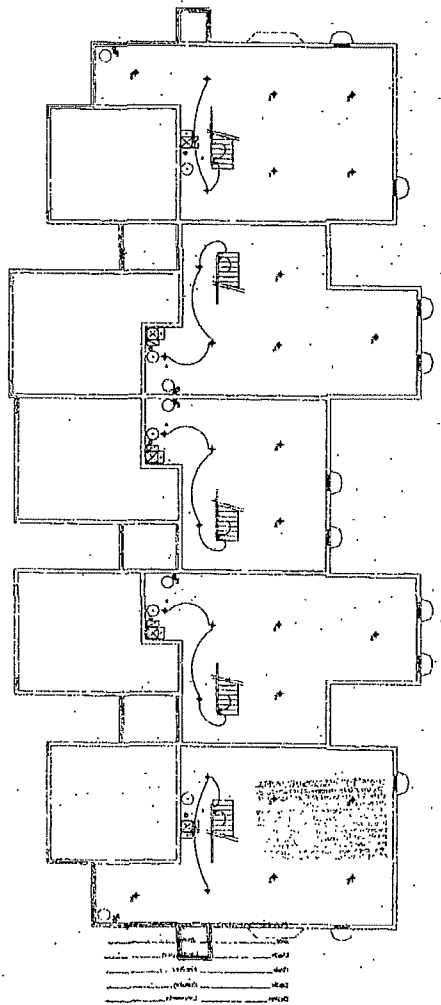


MAIN FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"

Main Floor and basement, left to right:
Units 15, 16, 17, 18 and 19



SECOND FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"



BASMENT ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"

LANDMARK TOWNHOMES
DEER CREEK 5-PLEX
12251 ROAD STREET
OMAHA, NEBRASKA
3-4783

Exhibit C - Common Element and Vote Allocation

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Exhibit C
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**Common Interest Allocation Table
Deer Creek Condominium**

Unit Number	Building	Unit Address	Unit Type	Unit Sq. Ft.	% Int In Comm	Votes
01	1	6916 N. 122 nd Ct.	Ranch	1320	3.82	1320
02	1	6914 N. 122 nd Ct.	2	1642	4.76	1642
03	1	6912 N. 122 nd Ct.	1.5	1629	4.73	1629
04	1	6910 N. 122 nd Ct.	Ranch	1320	3.82	1320
05	2	12228 Ida Plz.	Ranch	1320	3.82	1320
06	2	12226 Ida Plz.	1.5	1629	4.73	1629
07	2	12224 Ida Plz.	2	1642	4.76	1642
08	2	12222 Ida Plz.	Ranch	1320	3.82	1320
09	3	6815 N. 122 nd St.	Ranch	1320	3.82	1320
10	3	6813 N. 122 nd St.	2	1642	4.76	1642
11	3	6811 N. 122 nd St.	2	1642	4.76	1642
12	3	6809 N. 122 nd St.	2	1642	4.76	1642
13	3	6807 N. 122 nd St.	1.5	1629	4.73	1629
14	3	6805 N. 122 nd St.	Ranch	1320	3.82	1320
15	4	12251 Ida Plz.	Ranch	1320	3.82	1320
16	4	12253 Ida Plz.	1.5	1629	4.73	1629
17	4	12255 Ida Plz.	2	1642	4.76	1642
18	4	12257 Ida Plz.	1.5	1629	4.73	1629
19	4	12259 Ida Plz.	Ranch	1320	3.82	1320
20	5	12252 Mary Plz.	Ranch	1320	3.82	1320
21	5	12254 Mary Plz.	2	1642	4.76	1642
22	5	12256 Mary Plz.	1.5	1629	4.73	1629
23	5	12258 Mary Plz.	Ranch	1320	3.82	1320