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- Section 4. The vote on behalf of an apartment shall be in person by the record owner thereof or by such owner's proxy.
- Section 5. All proxies must be in writing on a form prescribed by the Association and the signature of the owner must either be witnessed by an officer of the Association or attested by a Notary Public authorized to act in the place where executed. If an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by proxy. All proxies shall be designated in writing, signed by all of the owners of the apartment and filed with the Secretary of the Association on or prior to the date of the meeting at which the vote is to be cast.
- Section 6. The administrators shall be elected by ballot. The administrators shall serve for one year or until their successors are elected. Their term of office shall begin immediately after the Annual Meeting.
- Section 7. The vice president shall automatically become president in case of a vacancy in the presidency.
- Section 8. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary.

ARTICLE VI DUTIES OF OFFICERS

- Section 1. The President (or the Vice President in the absence or disability of the President) shall:
- be considered the official representative of this Association.
 - preside at all meetings of members and administrators.
 - execute all contracts and instruments.
 - have general management of corporate affairs.
 - carry out all orders as directed by the Board of Administrators and any other duties assigned to this office by the membership.
 - appoint an audit committee.
 - appoint a Building Representative for each Building in this condominium complex.
- Section 2. The Secretary shall:
- keep the minutes of the members' and administrators' meetings
 - have custody of the corporate seal and affix it to such instruments as are authorized by the members or administrators.
 - distribute to the owners the minutes of all member meetings and have the treasurer's report attached.
 - perform such other duties as prescribed by the members or the President or the administrators.

Section 3. The Treasurer shall:

- a. have custody of corporate funds and securities.
- b. account for all corporate receipts and disbursements.
- c. provide the secretary with copies of the treasurer's report to be distributed with the copy of the minutes.
- e. perform such other duties prescribed by the President, the Administrators or the Association members.
- f. Arrange and prepare all papers for an annual audit.

ARTICLE VII
MEETINGS

Section 1. Regular Monthly Member meetings shall be held the first Monday of each month. These meetings shall be held at 7:00 PM at the location in Omaha, Nebraska designated by the Administrators. Should the first Monday fall on a legal holiday, the meeting is automatically advanced to the second Monday of that month.

Section 2. Special Member meetings may be called by the President or the Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds (2/3) of the total basic value of the condominium regime. At least twenty-four (24) hours notice is required and notice may be given personally or by mail, telephone or telegraph.

Section 3. The Annual Member meeting shall be held in April of each year and is held for the purpose of electing a Board of Administrators and to transact any other business that may come before the assembly.

Section 4. A Quorum for the Annual meetings shall consist of persons owning a majority of the total basic value of the condominium regime. A meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

Section 5. A Quorum for the regular monthly meetings shall consist of persons owning twenty-five per cent (25%) of the total basic value of the condominium regime.

ARTICLE VIII
BOARD OF ADMINISTRATORS

Section 1. The Board of Administrators shall consist of the five (5) administrators who have been elected at the annual meeting to manage the general affairs of this Association.

- Section 2. The Annual Meeting of Administrators shall immediately follow the annual meeting of members in order to elect the officers of the Association. Officers shall be elected from the group of elected administrators or from the membership at large.
- Section 3. Special Meetings of Administrators may be called by the President or by a majority of the Administrators upon twenty-four (24) hours prior notice of the meeting given personally or by mail, telephone or telegraph.
- Section 4. A majority of the Administrators present at a Board Meeting shall constitute a quorum and a majority vote of Administrators present and voting (at a meeting comprising a quorum) shall constitute the act of the Administrators. Only the elected Administrators shall have voting power at a Board meeting. Officers appointed from the membership at large may attend Board Meetings but have no vote.
- Section 5. The Board of Administrators shall have authority for:
- the care, upkeep and surveillance of the condominium buildings and general or limited common elements or services.
 - the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings.
 - fixing the compensation of employees of the Association. (An administrator may be an employee.)
- Section 6. Vacancies occurring in the Board shall be filled by the Administrators unless an Administrator was removed (by majority vote) by the members in which case the vacancy is again filled by the members.
- Section 7. The Board of Administrators shall meet with the Building Representatives to advise them as to their duties.

ARTICLE IX COMPENSATION

Before any monthly expense is paid to an administrator or officer, the Board of Administrators shall meet with the Building Representatives to draft a recommendation which may be presented at any meeting of the condominium regime. A quorum must be present and the motion adopted by a majority vote of those present and voting.

ARTICLE X RIGHT OF ACCESS

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

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

ARTICLE XI BUDGET

- Section 1. The Board of Administrators shall adopt a budget for each fiscal year which shall:
- include the estimate of funds required to defray common and current expenses for the coming year.
 - provide reserves for deferred maintenance and replacement.
 - provide a working fund reserve to meet anticipated losses.
- Section 2. The budget shall be adopted in the eleventh (11) month of each fiscal year for the coming fiscal year. Copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. The fiscal year shall run from April 1 through March 31 of the following year. Budgets may be amended during a current year where necessary but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible.
- Section 3. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than three thousand (\$3000.00) dollars, unless and until such proposal is approved in writing by co-owners representing at least three-fourths (3/4) of the total basic value of the condominium regime.

ARTICLE XII ASSESSMENTS

- Section 1. Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year and preceding the year for which assessments are made. The annual assessments shall be due in twelve (12) equal monthly payments on the first day of each month.
- Section 2. The assessment to be levied against each apartment shall be such apartment's pro rata share of the total annual budget based on the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium regime.
- Section 3. In case of an amended budget as provided in Article XI, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner.

- Section 4. If any co-owner becomes delinquent, fails or refuses to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.
- Section 5. Assessments delinquent more than thirty (30) days after the due date shall bear interest at the highest legal contract rate from this due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.
- Section 6. Members in arrears shall be denied the use of the pool and shall pay the Association's full cost of enforcing this restriction, including the hiring of guards if the association deems guards to be needed.
- Section 7. If the owner, occupant or guest of an apartment breaches the peace or tranquility of the condominium regime or of its owners, the owner of such apartment causing or contributing to such disturbance shall pay all of the costs incurred by the Association in restoring or maintaining peace and tranquility, in hiring guards, and performing clean-up and repairs necessitated by such breaches.
- Section 8. All such payments by delinquent owners or by owners causing or permitting such disturbances shall be paid within thirty (30) days of invoice by the Association; failing which the Association may file and enforce a lien against such apartment for the amount of such invoice plus interest at the highest legal contract from and after date of invoice.
- Section 9. If an apartment is rendered uninhabitable due to an insured casualty which the Association is reconstructing, then the monthly assessment shall be reduced to twenty-five (25%) per cent of the normal monthly assessments but only during the period that the apartment remains uninhabitable during reconstruction up to a maximum period of six months. Thereafter, the administrators shall have the power to reinstate the normal assessment.

ARTICLE XIII INSURANCE

- Section 1. Fire and extended coverage insurance policies upon the

condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made if possible, for the issuance of certificates of insurance to holders of first mortgages upon individual apartments.

- Section 2. The insurance shall cover all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted.
- Section 3. In addition, insurance shall be procured for workmen's compensation coverage, where applicable, and at least \$100,000/300,000 Bodily Injury and \$50,000 Property Damage public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense.
- Section 4. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagees to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees.
- Section 5. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds (2/3) of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths (3/4) of the total basic value of the condominium within one hundred twenty (120) days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to apartment owner.
- Section 6. In cases of over insurance, any excess proceeds of insurance received shall be credited to the common element working fund.

Section 7. Each apartment co-owner may obtain additional insurance at his own expense.

ARTICLE XIV
PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any Special Rules of Order the Association may adopt.

ARTICLE XV
AMENDMENTS

Section 1. These Bylaws and the system of administration set out herein may be amended by co-owners representing at least two-thirds (2/3) of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provision set forth in 76-815 R.R.S. Nebraska.

Section 2. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these Amended Bylaws.

ARTICLE XVI
REVISIONS

These Bylaws, adopted April 2, 1990, are the Amended and Restated Bylaws which wholly amend and restate the bylaws recorded on February 13, 1981 in Miscellaneous Book 647 at Page 1 of the Register of Deeds of Douglas County, Nebraska.

EXECUTED this 9th day of April, 1990.

OAKTOWNE SQUARE CONDOMINIUM
PROPERTY REGIME
and
OAKTOWNE SQUARE ASSOCIATION,
INC.

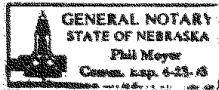
By: Robert F. Hartford
President

Attest:

Christine G. Lord
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me this
9th day of April, 1990 by Robert F. Hartford, the
President, and Christine G. Lord, the Secretary of
the Oaktowne Square Association, Inc.



Phil Meyer
Notary Public

4-23-93

MASTER DEED CREATING OAKTOWNE SQUARE CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION made this 17th day of December, 1971 by HAL GROVE, INC. (herein called "Developer"), a Nebraska corporation, for itself, its successors, grantees and assigns,

WITNESSETH:

1) The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Oaktowne Square Condominium Property Regime.

2) The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

East 500 feet of Lot 74 together with the vacated South 5 feet of Bartels Drive adjoining on the North; all of Lots 69, 70, 71, 72 and 726; West 90 feet of East 345 feet of Lot 413; West 80 feet of East 114.99 feet of Lot 68; West 80 feet of East 194.99 feet of Lot 68; all in The Oaks, a subdivision, now part of City of Omaha, Douglas County, Nebraska.

3) The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached By-Laws.

4) The condominium will consist of 17 buildings which will vary in height from one to two stories. The buildings will contain a total of 52 apartments which may only be used for residential purposes. The condominium will also include a swimming pool, automobile garages and parking areas, gardens and landscaping. The total ground floor area of all buildings including garages aggregates 56,039 square feet and the total land area aggregates 228,180 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.

5) The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings except for screening, window glass and exterior doors including garage doors; the foundations, main walls, roofs, yards and gardens, except that the yard areas included within patios as delineated on the attached plans shall not be common elements; the swimming pool, drives, walks, parking areas and all parts of the property and improvements which are not located within the apartments as shown on the attached plans. Although all parking areas are considered general common elements, each apartment shall be entitled to the exclusive use of the parking stalls thus identified as reserved for such apartment on the attached plans. Air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as needed by each owner. Each apartment owner shall be responsible for the repair, maintenance and replacement of all exterior doors including garage doors and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair, maintain or replace the exterior of his apartment as required in this Master Deed and the By-Laws described below, the

Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total value of the entire condominium regime is \$1,241,226.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

| <u>Apartment No.</u> | <u>Basic Value</u> | <u>Percentage Interest</u> |
|----------------------|--------------------|----------------------------|
| 1 | \$20,056 | 1.61% |
| 2 | 27,401 | 2.20 |
| 3 | 24,304 | 1.95 |
| 4 | 23,046 | 1.85 |
| 5 | 23,046 | 1.85 |
| 6 | 27,194 | 2.19 |
| 7 | 24,304 | 1.95 |
| 8 | 27,401 | 2.20 |
| 9 | 24,288 | 1.95 |
| 10 | 20,056 | 1.61 |
| 11 | 27,401 | 2.20 |
| 12 | 27,194 | 2.19 |
| 13 | 23,046 | 1.85 |
| 14 | 27,194 | 2.19 |
| 15 | 27,401 | 2.20 |
| 16 | 27,194 | 2.19 |
| 17 | 27,194 | 2.19 |
| 18 | 24,304 | 1.95 |
| 19 | 27,401 | 2.20 |
| 20 | 23,046 | 1.85 |
| 21 | 27,194 | 2.19 |
| 22 | 27,401 | 2.20 |
| 23 | 20,056 | 1.61 |
| 24 | 24,304 | 1.95 |
| 25 | 23,046 | 1.85 |
| 26 | 24,304 | 1.95 |
| 27 | 24,304 | 1.95 |
| 28 | 23,046 | 1.85 |
| 29 | 23,046 | 1.85 |
| 30 | 24,304 | 1.95 |
| 31 | 24,304 | 1.95 |
| 32 | 23,046 | 1.85 |
| 33 | 27,401 | 2.20 |
| 34 | 27,194 | 2.19 |
| 35 | 27,401 | 2.20 |
| 36 | 27,194 | 2.19 |
| 37 | 27,194 | 2.19 |
| 38 | 27,401 | 2.20 |
| 39 | 27,194 | 2.19 |
| 40 | 27,401 | 2.20 |
| 41 | 20,123 | 1.64 |
| 42 | 18,440 | 1.50 |
| 43 | 18,303 | 1.49 |
| 44 | 18,988 | 1.54 |
| 45 | 20,123 | 1.64 |
| 46 | 18,714 | 1.50 |
| 47 | 20,078 | 1.63 |
| 48 | 19,168 | 1.54 |
| 49 | 20,123 | 1.62 |
| 50 | 18,714 | 1.50 |
| 51 | 20,078 | 1.61 |
| 52 | 19,168 | 1.64 |

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

a) Oak Hills Association, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium and are attached hereto.

b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.

c) Each co-owner shall be responsible:

1) To maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements.

2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the apartment building; unless approved by the Association in writing.

3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

d) Each apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other

purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

e) No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

f) No apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the Association. This provision shall not affect transfer by death but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his apartment shall give the Association written notice thereof together with the name, and a current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within thirty days after receipt of such notice, the Association shall by written notice to the owner either approve such purchase or lease or elect to either purchase the property for said price or terms or either lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty days thereafter. Failure of the Association to act within the first 30-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

h) This condominium regime may be terminated or waived by written agreement of apartment owners representing three-fourths or more of the total basic value of the condominium and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any apartment owner, but if co-owners

representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all apartment owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

1) All notices required hereby shall be in writing and sent by certified or registered mail--return receipt requested.

1) To an owner at his last-known address on the books of the Association.

2) To the condominium or the Association at registered office of the Association.

EXECUTED the date first-above written.

HAL GROVE, INC.

Attest: Edric V. Harding
Assistant Secretary

By: Harold E. Grove
President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On the date first-above written before me the undersigned, a Notary Public in and for said County, personally came HAROLD E. GROVE, President of Hal Grove, Inc., to me personally known to be the President and the identical person whose name is affixed to the foregoing Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Corporation, and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the date first-above written.

Notary Public
Notary Public

BY-LAWS

1) These are the By-Laws of Oak Hills Association, Inc., a Nebraska non-profit corporation with its registered office at 2400 South 72 Avenue, Omaha, Nebraska (C/o John W. Delehant Law Office). These are also the By-Laws of Oaktowne Square Condominium Property Regime.

2) Seal. The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal."

3) Members. This corporation has been organized to provide a means of management for various condominium property regimes organized within Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regimes. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.

4) The Annual Members' Meeting will be held on the third day of January of each year at 6:00 P.M. at the Oak Hills Country Club clubhouse for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given.

5) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

7) A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

8) The Affairs Of The Association shall be managed by a Board of three Administrators (also known as Directors) elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining administrators. Notwithstanding the foregoing, until December 31, 1975 or until Hal Grove, Inc. as developer elects in writing to waive its right to elect the administrators (whichever shall first occur)

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

9) The Annual Meeting Of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of administrators may be called by the President or by a majority of the administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

10) The Officers of the corporation shall be elected by the administrators. Compensation of officers shall be fixed by the administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the administrators shall deem necessary from time to time.

a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The Secretary shall record the minutes of meetings of administrators and members shall have custody of the corporate seal and affix it to such instruments as are authorized by the administrators, and shall perform such other duties prescribed by the President or the administrators.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the administrators.

11) Budget. The Board of Administrators shall adopt a budget for each calendar year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in

November of each year for the coming calendar year, and copies of the budget and proposed assessments shall be sent to each owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$2000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium and until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before December 31 preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member in his apartment and the administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable.

13) Insurance. Insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver

releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment owner may obtain additional insurance at his expense.

14) The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by the owner with all of the owner's duties under the condominium regime.

15) These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and the original By-Laws.

EXECUTED this 17th day of December, 1971.

HAL GROVE, INC.

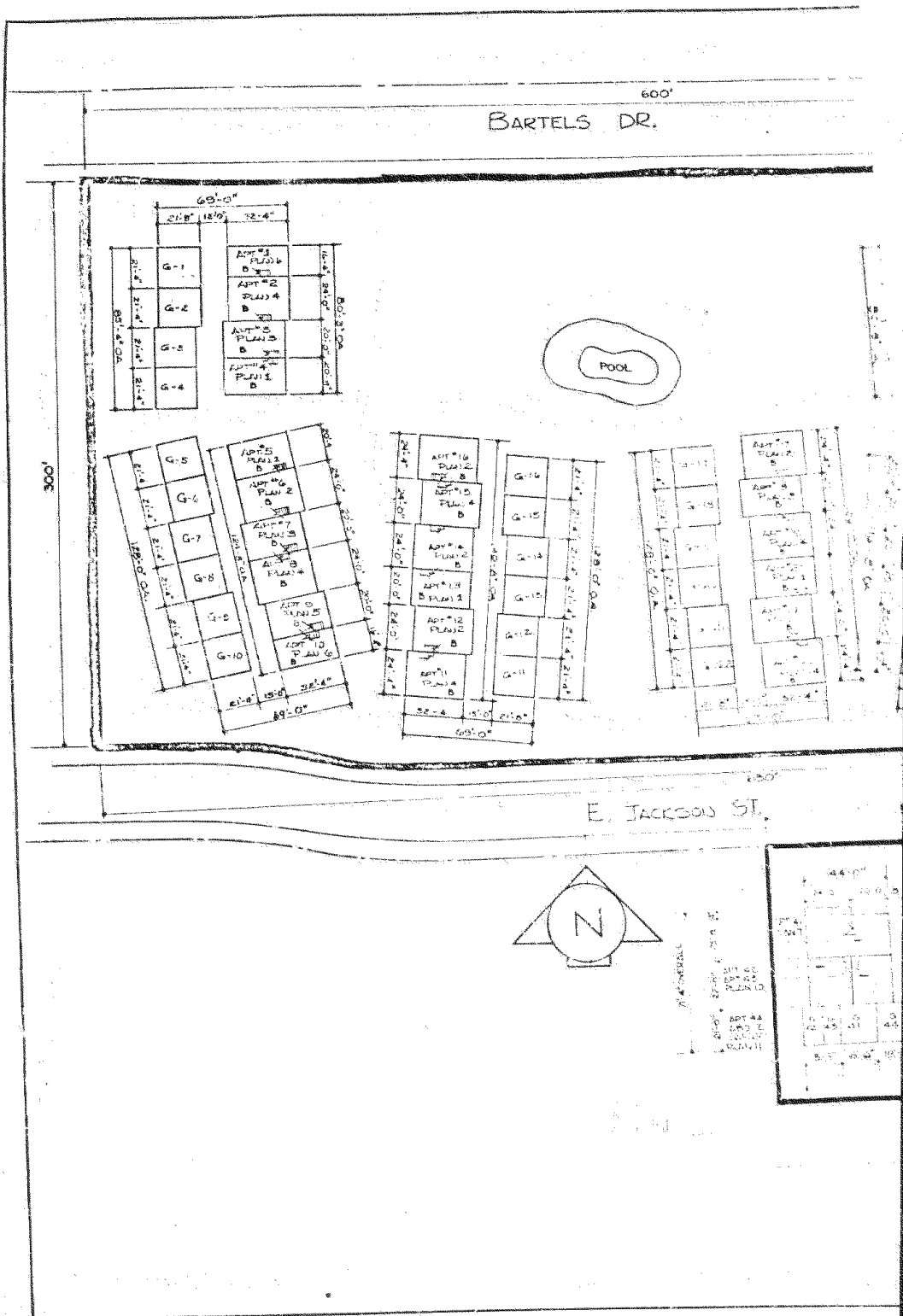
Attest: Edric V. Harding
Assistant Secretary

By: Harold E. Grove
President

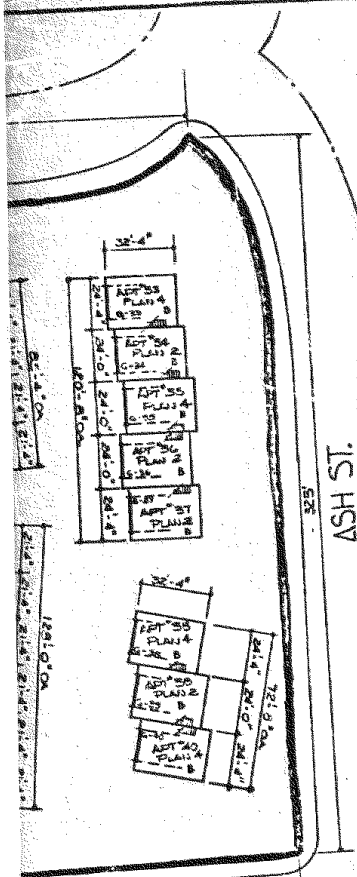
STATE OF NEBRASKA) On the date last-above written before me the under-
)ss. signed, a Notary Public in and for said County,
COUNTY OF DOUGLAS) personally came HAROLD E. GROVE, President of Hal
Grove, Inc., to me personally known to be the President and the identical
person whose name is affixed to the foregoing By-Laws, and acknowledged
the execution thereof to be his voluntary act and deed as such officer and
the voluntary act and deed of the said Corporation, and the Corporate Seal
of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County of Douglas,
date last-above written.

Notary Public





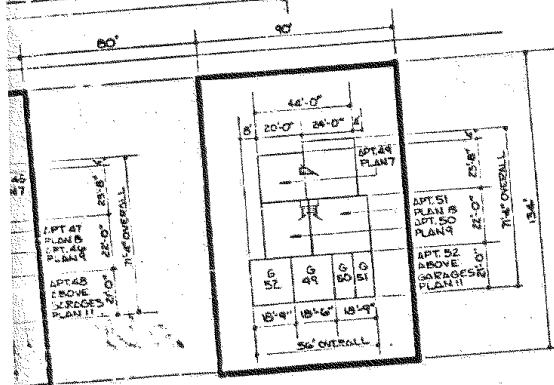


SYMBOLS

G- GARAGE UNEXCAVATED

B- BASEMENT

PROPERTY LINE



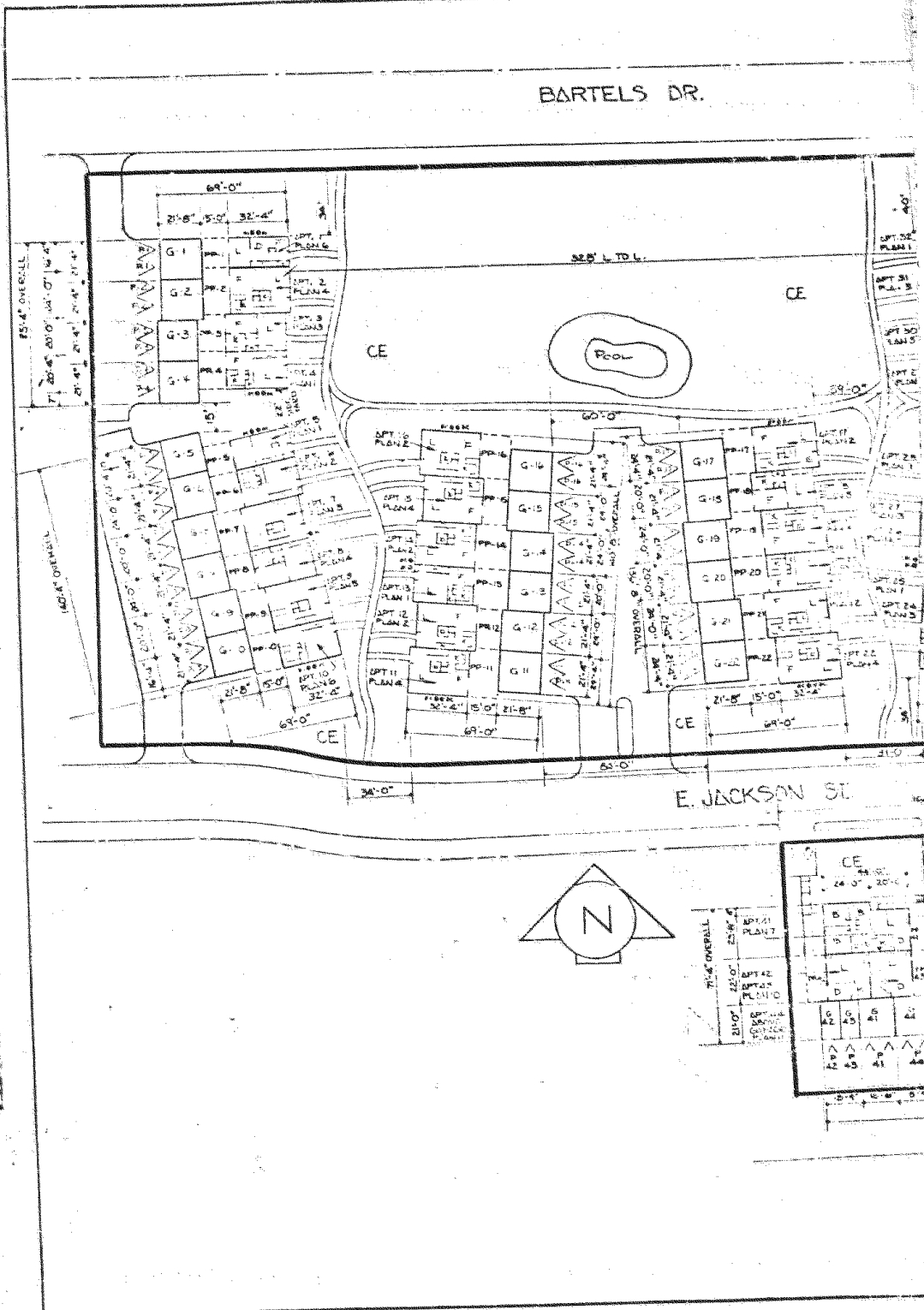
OAK TOWN SQUARE

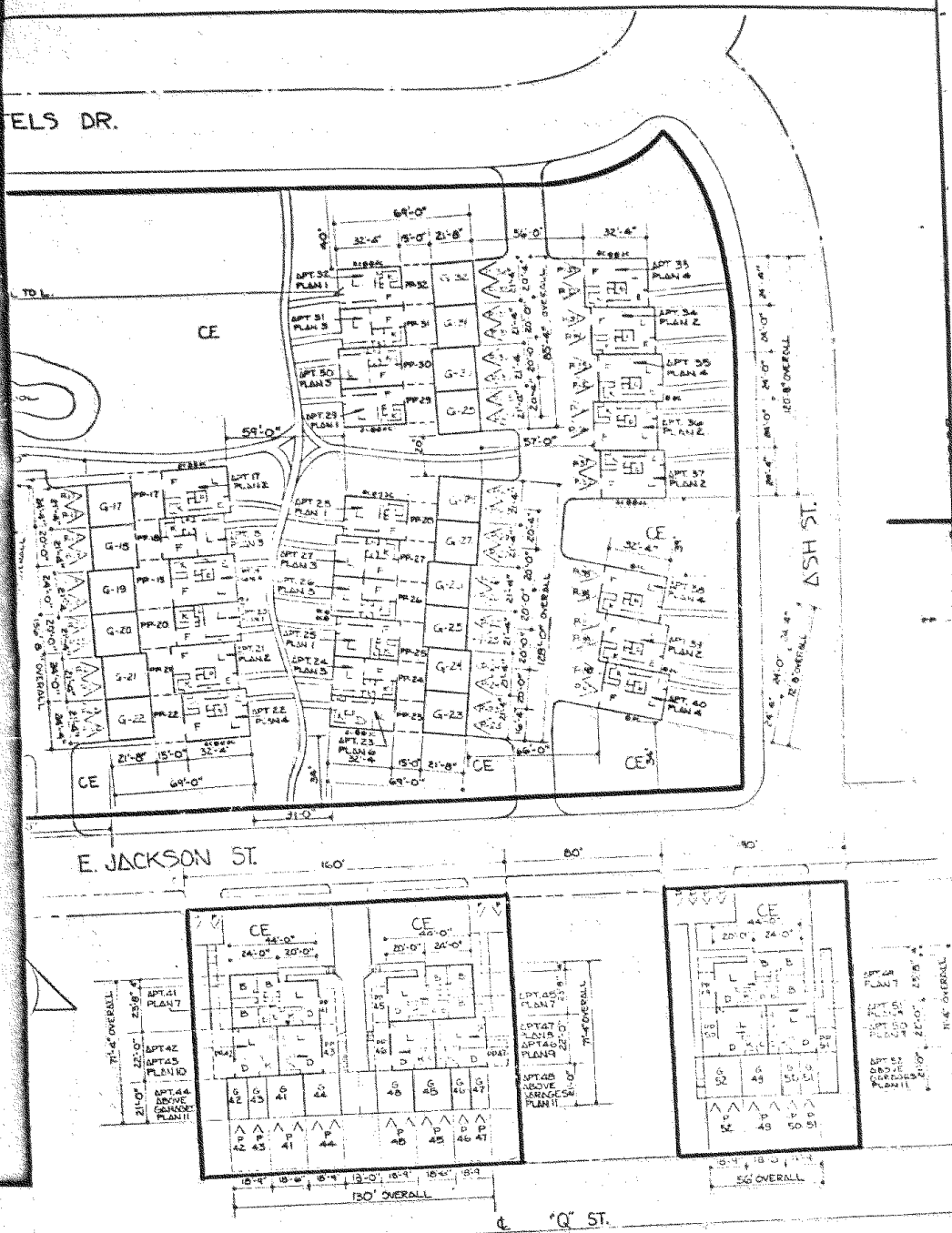
DOORS OF MILLARD CONDOMINIUM PROPERTY
LOWER LEVEL

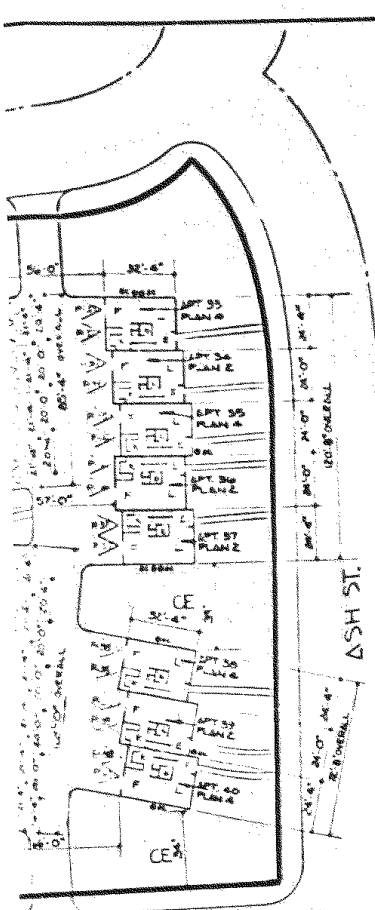
PAGE 1

HILL GROVE INC.
DEVELOPER

| | | |
|--|--------------|-----------------|
| COMPOSITE OF TOWNHOUSES VAL GREENING - DEVELOPER | | DESIGN OF P. S. |
| SCALE 1" = 30' | APPROVED BY: | PERMIT |
| NOTED: EXCEPT AS NOTED | | |
| ABOVE PLAN DRAWN & CERTIFIED AS REQUIRED BY 16-00 RRS NEBR. | | |
| TAX MAP NO. 16-00 RRS NEBR. | | GRADING PLANS |

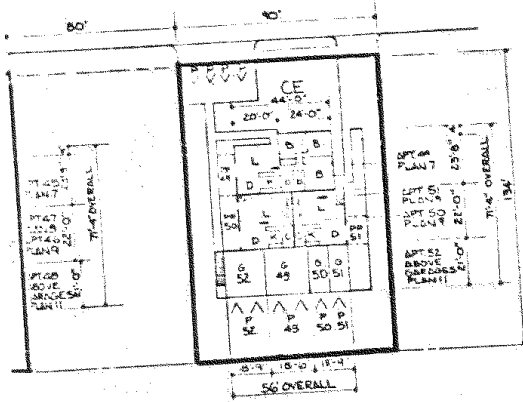






SYMBOLS

- D - DINING ROOM
- F - FAMILY ROOM
- L - LIVING ROOM
- B - BATH
- BR - BEDROOM
- K - KITCHEN
- PK - PORCH
- DR - DRIVE
- PR - PROPERTY LINE
- AC - AIR CONDITIONER UNIT
- CE - COMMON ELEMENTS
INCLUDES ALL WALKS, POOL, WALKS, DRIVES AND OTHER ELEMENTS DEFINED IN PARAGRAPH 5 OF MASTER DEED.
- PP - PRIVATE PATIO



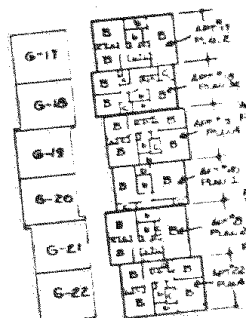
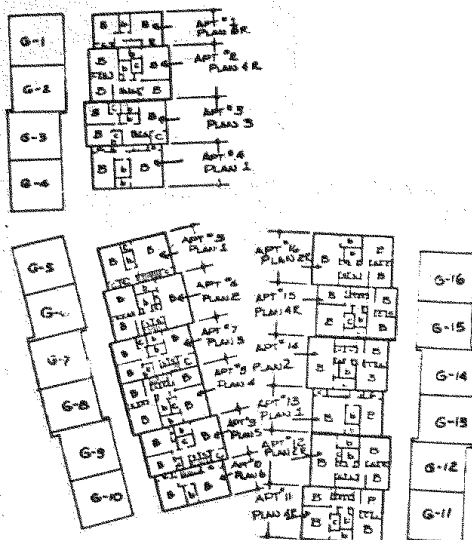
OAK TOWN SQUARE
OAKS OF MILLARD CONDOMINIUM PROPERTY
MAIN LEVEL

PAGE 2

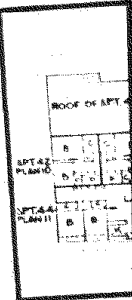
HOL GROVE INC.
DEVELOPER

| | | | |
|--|--------------|---------------|--|
| COMPOSITE OF TOWNHOUSES | | DEVELOPER | |
| SCALE: 1" = 30' | APPROVED BY: | DRAWN BY: BDB | |
| DATE: 9/17/70 | | REVIEW: | |
| ABOVE PLAN APPROVED AND CERTIFIED AS REQUIRED BY ILL. 36-60 R.R.S. NEBR. | | | |
| [Signature] | | [Signature] | |

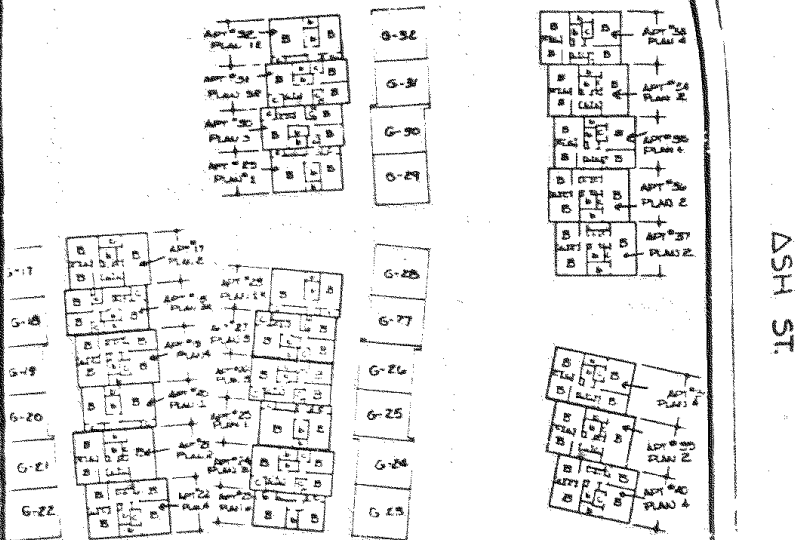
BARTELS DR.



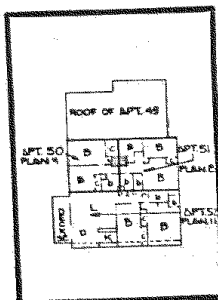
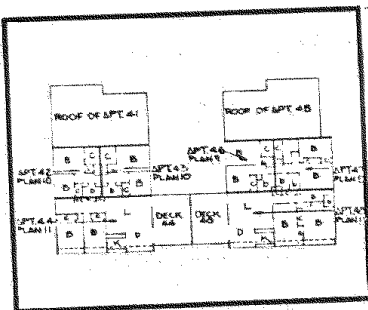
E. JACKSON



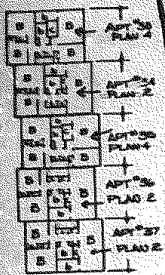
DR.



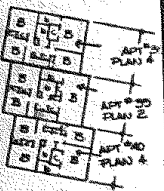
E. JACKSON ST.



Q ST.



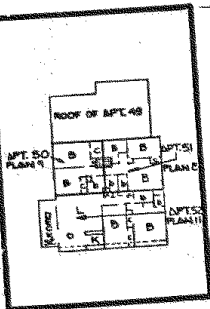
ASH ST.



SYMBOLS

- PROPERTY LINE
- B - BEDROOM
- b - bath
- C - CLOSET
- L - LIVED
- D - DINING
- G - GARAGE ROOF

OAK TOWN SQUARE
ROWS OF MILLARD CONDOMINIUM PROPERTY
UPPER LEVEL

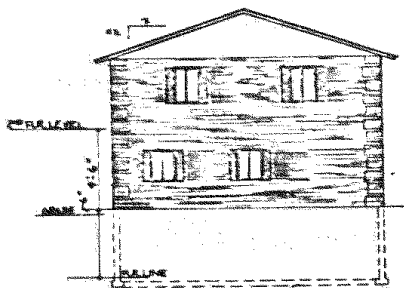


ST.

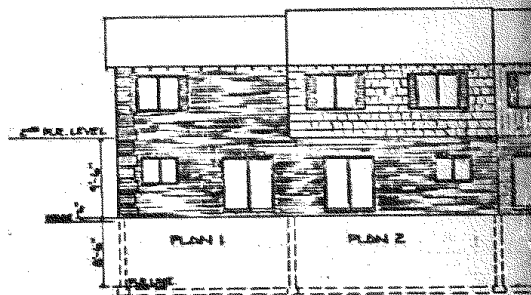
PAGE 3

HAL GROVE INC.
DEVELOPER

| | |
|--|--------------------|
| COMPOSITE OF TOWNHOUSES | |
| HAL GROVE INC. DEVELOPER | |
| SCALE 1"=30' | APPROVED BY |
| DATE 9/10/78 | DESIGNED BY B.D.B. |
| ABOVE PLAN APPROVED & CERTIFIED | |
| AS REQUIRED BY SEC. 70 B.O.R.S. N.C.B.R. | |
| Signature | DATE 9-22-80 |



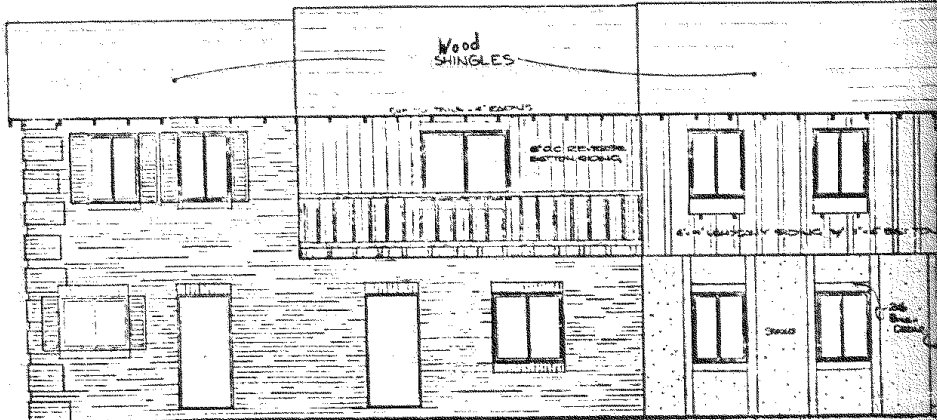
LEFT SIDE ELEVATION
1/8" = 1'-0"



• DASH GREEN SLUTTERS

• DASH GREEN SLUTTERS

• BRICKWORK BENEATH STUCCO

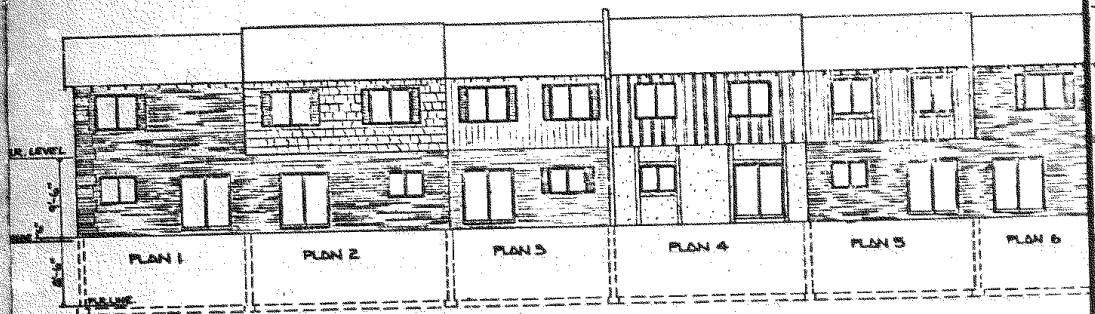


TYPICAL PLAN #6
FRONT ELEVATION
SCALE: 1/4" = 1'-0"

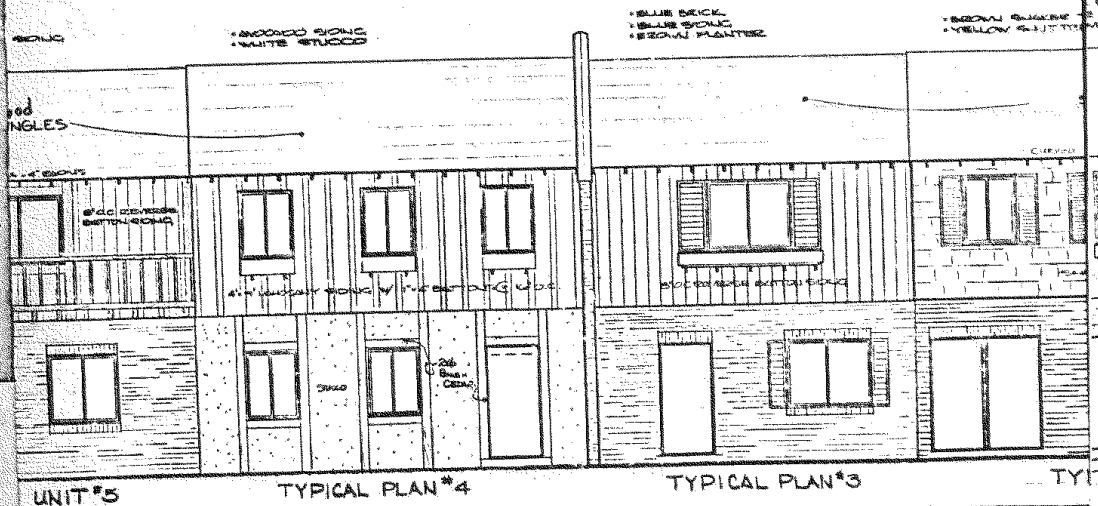
TYPICAL UNIT #5

TYPICAL PLAN #4

ON

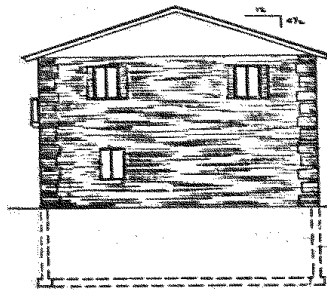
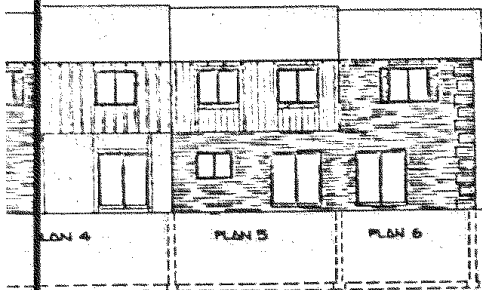


REAR ELEVATION
118'-11"0"
Basement Garages
in Units 33 Thru 40



OAK TOWN SQUARE

OAKS OF MILLARD - CONDOMINIUM PROPERTY



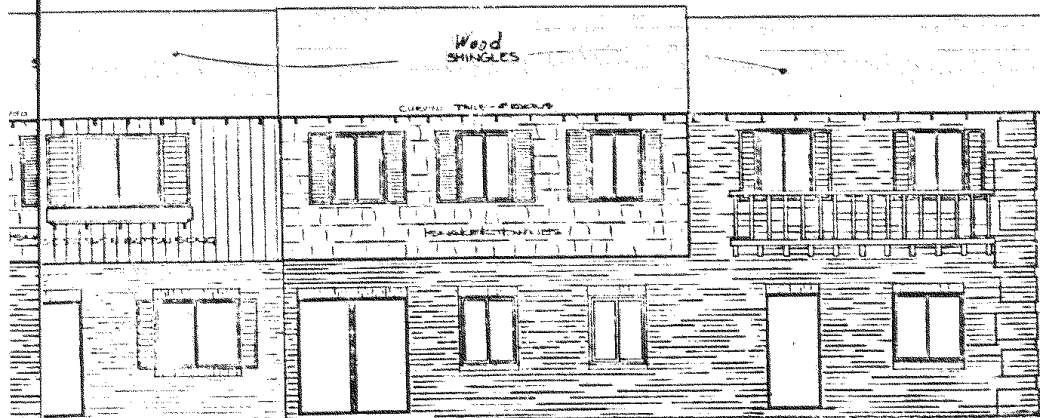
RIGHT SIDE ELEVATION
1/8" = 1'-0"

ON
pages
40

BRICK
W/ SHINGLES
TYPICAL PLANTING

BRICK SHINGLES TOWERS
YELLOW SHUTTERS & DOOR

BRICK SHUTTERS & BALCONY



QUICKS ON ALL
OUTSIDE COR-
NERS TO BE
PROJECTED 1/4"

TYPICAL PLAN*3

TYPICAL PLAN*2

TYPICAL PLAN*1

PAGE 4

SQUARE

INDOMINIUM PROPERTY

HOL GROVE INC.
DEVELOPER

COMPOSITE OF TOWNHOUSES

ELEVATIONS

SCALE 1/4" = 1'-0"

DATE 11/17/71

APPROVED BY

ABOVE PLAN APPROVED AND CERTIFIED AS
REQUIRED BY DEC 75-SIO R.R.S. NEBA

THE 1/4" = 1'-0" ELEVATIONS

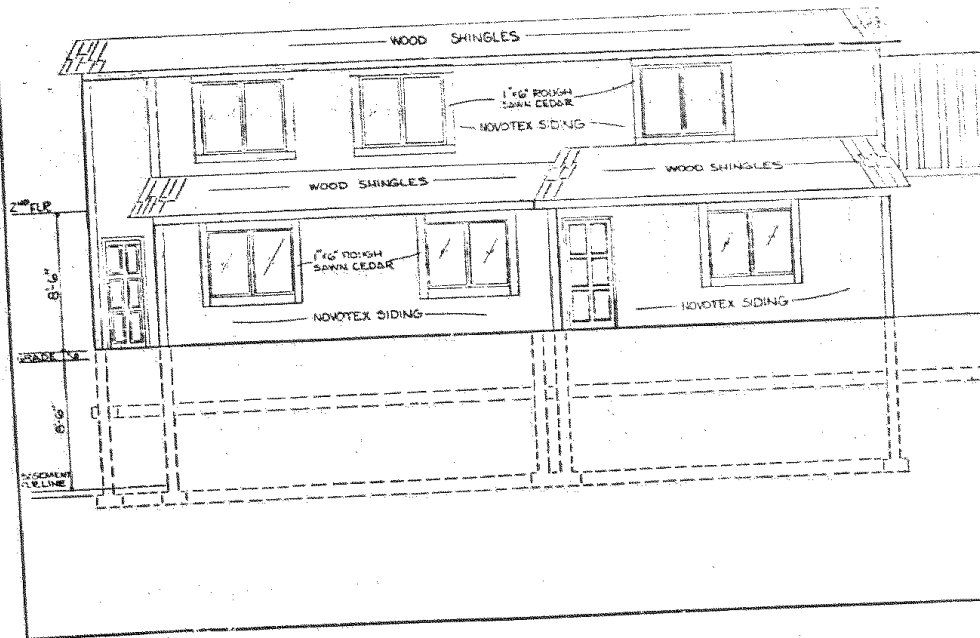
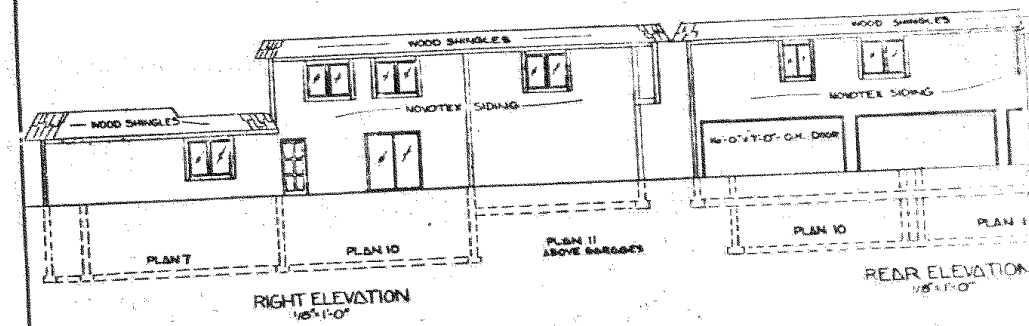
DRAWN BY EDC

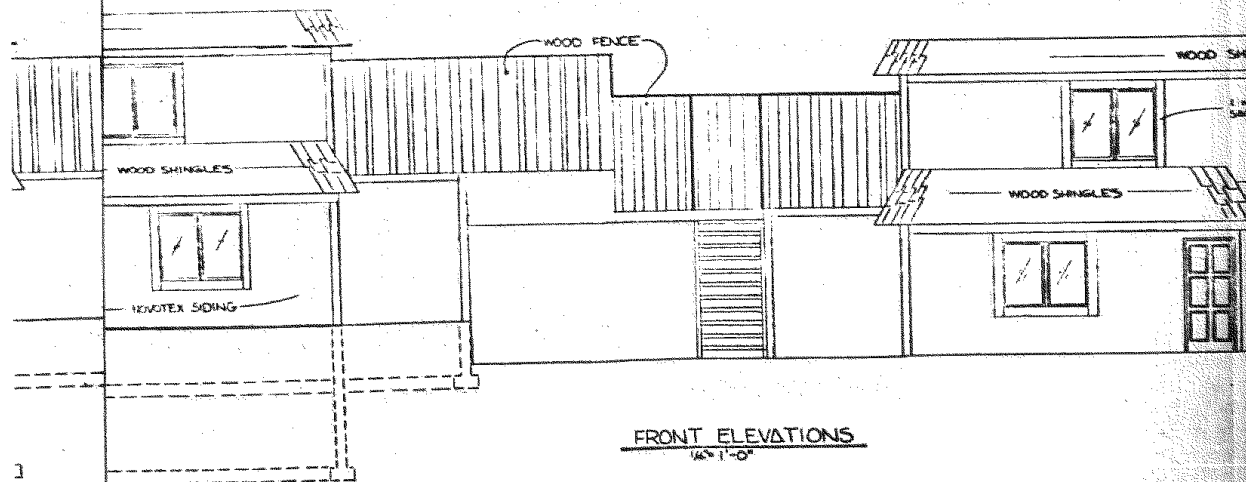
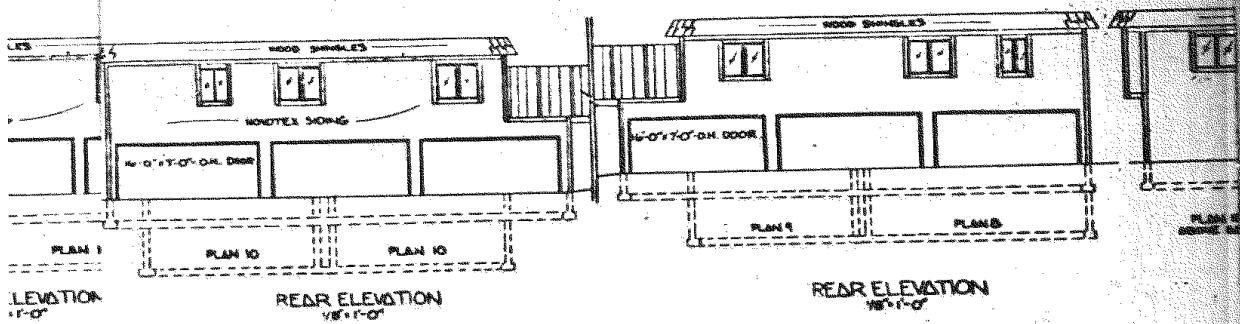
REVISION

DATE

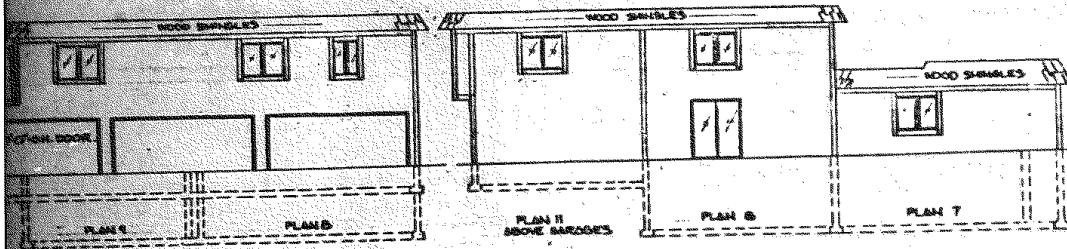
BY

DATE



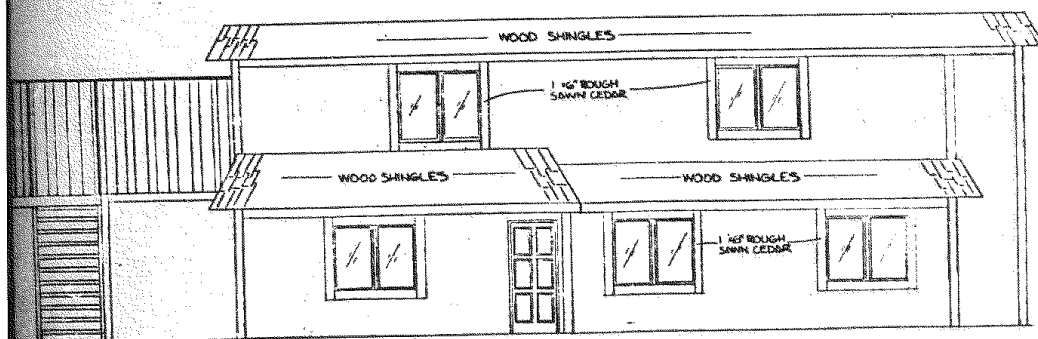


1445 536



REAR ELEVATION
16'-1"-0"

LEFT ELEVATION
16'-1"-0"

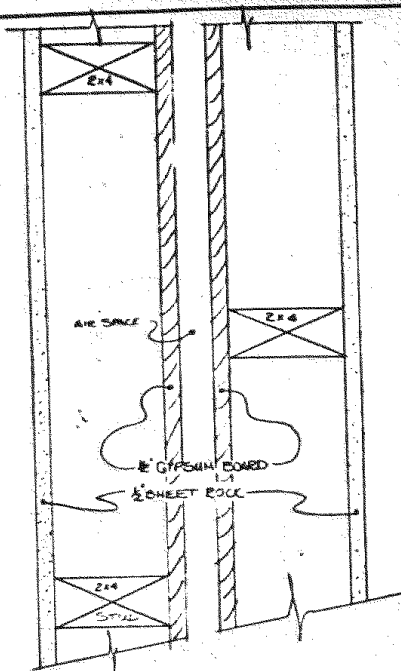


FRONT ELEVATIONS
16'-1"-0"

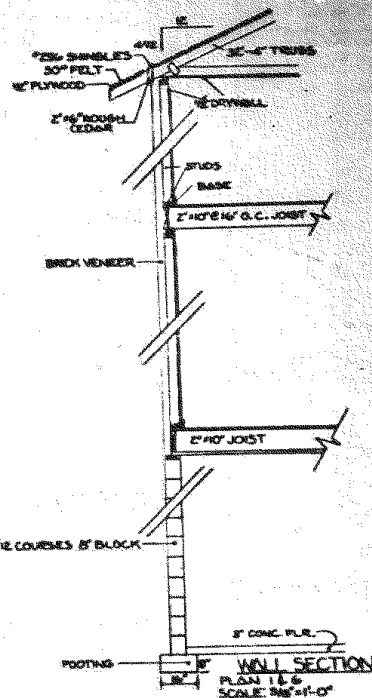
HOL GROVE INC.
DEVELOPER

PAGE 5

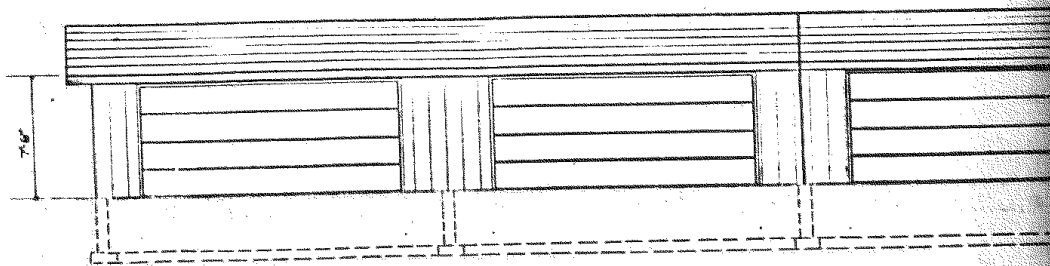
| COMPOSITE OF TOWN-HOUSES ELEVATIONS | | |
|--|--------------|--------------|
| SCALE: AS NOTED | APPROVED BY: | DATE: 12 JUN |
| DATE: 9/17/77 | REVISION: | |
| ABOVE PLAN APPROVED AND CERTIFIED AS REQUIRED BY THE CITY OF SEATTLE | | |
| SIGNATURE: [Signature] | | LEGEND: NONE |



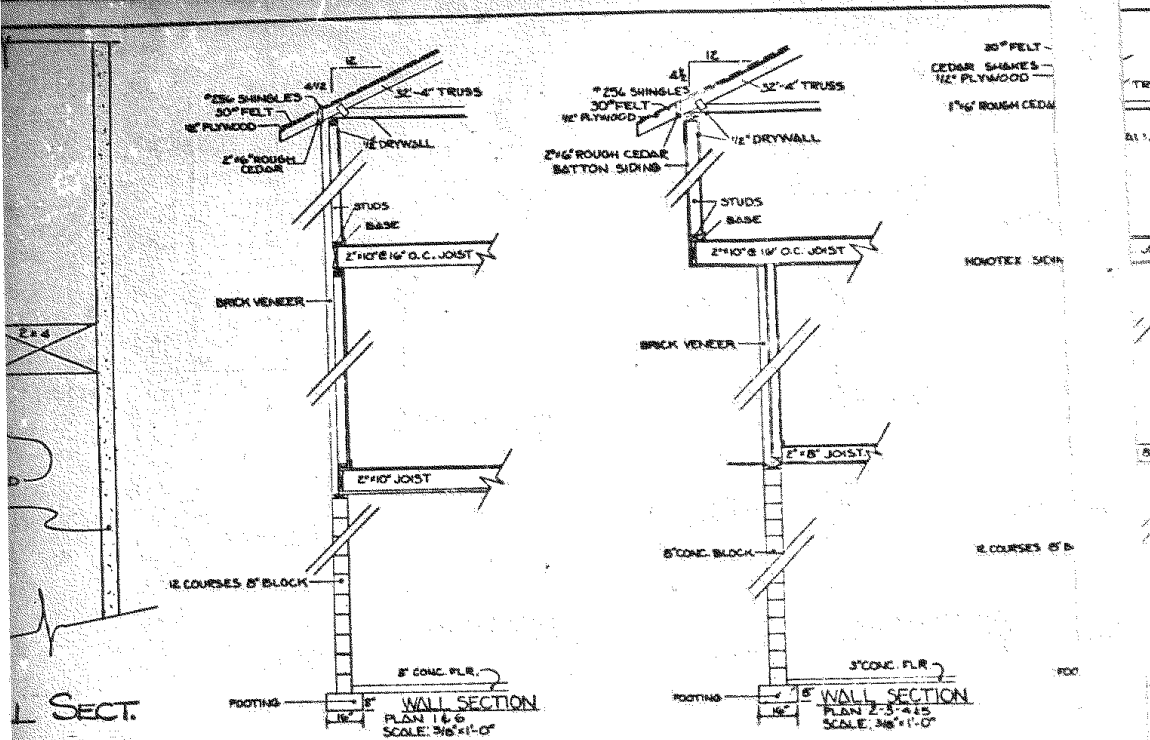
PARTY WALL SECT.
SCALE: 1/2" = 1'



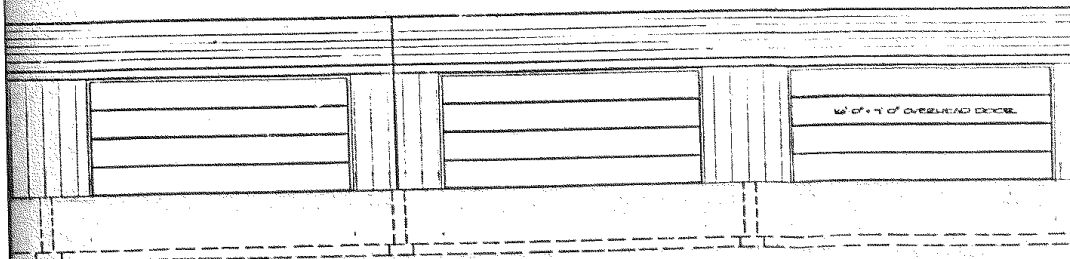
• TYPICAL GARAGE ELEVATIONS • 1/4" = 1'-0"



08/85

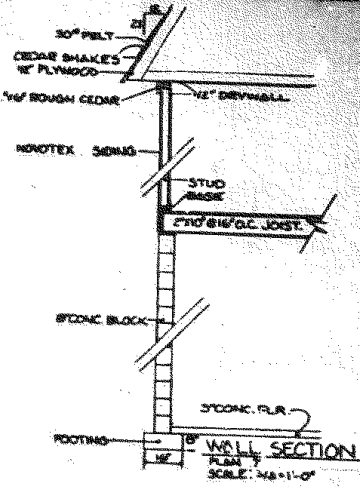
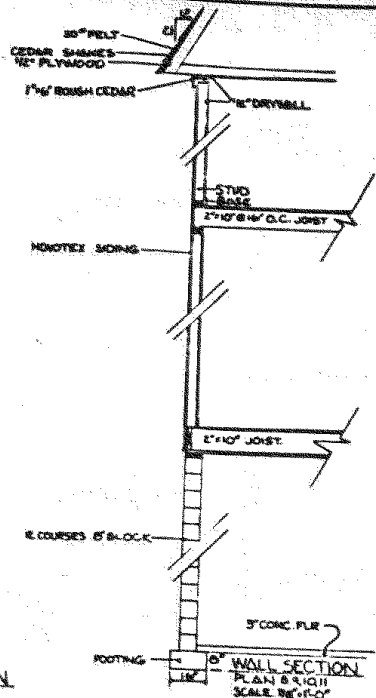


TYPICAL GARAGE ELEVATIONS • Units 1 thru 32
1/16"=1'-0"

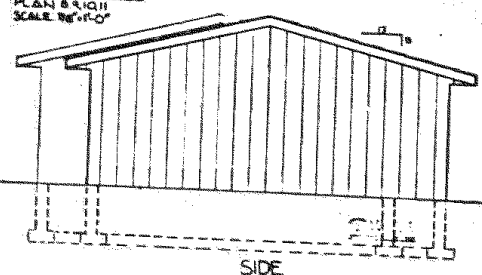


OAK TOWN SQUARE
OAKS OF MILLARD CONDOMINIUM PROPERTY

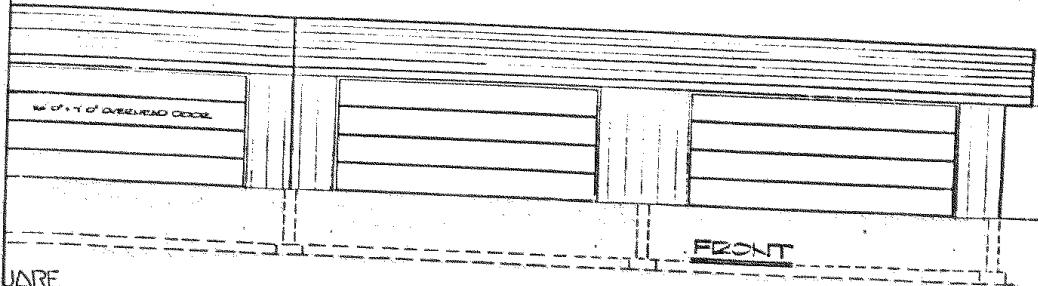
10" PELT
SHAKES
WOOD
HIGH CEDAR
TRUSS
ALL
JOIST
JOIST
JOIST
ES. 6" B
FOOT



WALL SECTION
PLAN 2-3-415
SCALE: 1/8"=1'-0"



SIDE



FRONT

ADJACENT
UNIM PROPERTY

HAL GROVE INC.
DEVELOPER

PAGE 6

| | |
|--|------------------|
| OAK TOWN SQUARE - TYPICAL GARAGES | |
| LIN. CRUMB, P.C. | ENVELOPE |
| SCALE: 1/8"=1'-0" | DESIGNED BY: JLV |
| DATE: 4/11/71 | REVIEWED BY: JLV |
| ABOVE PLAN APPROVED AND CERTIFIED AS REQUIRED BY SECTION 2-10 R.S. NEBR. | |
| | |

6
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
21 DAY OF December 1971 AT 10:28 AM
M. C. HAROLD OSTLER, REGISTER OF DEEDS
106.00

73-332
79.409 etc.

BOOK 546 PAGE 607

FIRST AMENDMENT TO MASTER DEED
CREATING
OAKTOWNE SQUARE CONDOMINIUM PROPERTY REGIME

The undersigned are the owners of more than 75 per cent of both the number and of the basic value of the apartments in the foregoing named condominium created by Master Deed, recorded in Deed Book 1445, Page 563, in the Register of Deeds of Douglas County, Nebraska and hereby partially amend said Master Deed and the condominium plans attached thereto, as follows:

1) Paragraph 2 of said Master Deed is hereby partially amended to delete the following parcel from the real estate submitted to the condominium regime: West 90 feet of East 345 feet of Lot 413 in The Oaks. ✓

2) Paragraph 4 of said Master Deed is hereby partially amended to reduce the number of buildings from 17 to 16 buildings, to reduce the total number of apartments in the condominium from 52 to 48 and to reduce the total ground floor area of all buildings including garages from 56,039 square feet to 52,664 square feet and to reduce the total land area from 228,180 square feet to 216,120 square feet.

3) The condominium plans referred to in said Paragraph 4 and attached to said original Master Deed are hereby partially amended to delete therefrom Apartments 49, 50, 51 and 52 and said real estate deleted above in Paragraph 1 hereof. ✓

4) Paragraph 6 of said Master Deed is wholly amended to read as follows:

"6) The total value of the entire condominium regime is \$1,163,143.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

| <u>Apartment No.</u> | <u>Basic Value</u> | <u>Percentage Interest</u> |
|----------------------|--------------------|----------------------------|
| 1 | \$20,056 | 1.72% |
| 2 | 27,401 | 2.36 |
| 3 | 24,304 | 2.09 |
| 4 | 23,046 | 1.98 |
| 5 | 23,046 | 1.98 |
| 6 | 27,194 | 2.34 |
| 7 | 24,304 | 2.09 |
| 8 | 27,401 | 2.36 |
| 9 | 24,288 | 2.08 |
| 10 | 20,056 | 1.72 |
| 11 | 27,401 | 2.36 |
| 12 | 27,194 | 2.34 |
| 13 | 23,046 | 1.98 |
| 14 | 27,194 | 2.34 |
| 15 | 27,401 | 2.36 |
| 16 | 27,194 | 2.34 |
| 17 | 27,194 | 2.34 |
| 18 | 24,304 | 2.09 |
| 19 | 27,401 | 2.36 |
| 20 | 23,046 | 1.98 |
| 21 | 27,194 | 2.34 |
| 22 | 27,401 | 2.36 |
| 23 | 20,056 | 1.72 |
| 24 | 24,304 | 2.09 |
| 25 | 23,046 | 1.98 |
| 26 | 24,304 | 2.09 |
| 27 | 24,304 | 2.09 |
| 28 | 23,046 | 1.98 |
| 29 | 23,046 | 1.98 |
| 30 | 24,304 | 2.09 |
| 31 | 24,304 | 2.09 |
| 32 | 23,046 | 1.98 |
| 33 | 27,401 | 2.36 |

| <u>Apartment No.</u> | <u>Basic Value</u> | <u>Percentage Interest</u> |
|----------------------|--------------------|----------------------------|
| 34 | \$27,194 | 2.34% |
| 35 | 27,401 | 2.36 |
| 36 | 27,194 | 2.34 |
| 37 | 27,194 | 2.34 |
| 38 | 27,401 | 2.36 |
| 39 | 27,194 | 2.34 |
| 40 | 27,401 | 2.36 |
| 41 | 20,123 | 1.72 |
| 42 | 18,440 | 1.59 |
| 43 | 18,303 | 1.57 |
| 44 | 18,988 | 1.63 |
| 45 | 20,123 | 1.72 |
| 46 | 18,714 | 1.60 |
| 47 | 20,078 | 1.72 |
| 48 | 19,168 | 1.65 |
| Total | \$1,163,143 | 100 %" |

5) Paragraph 7 a) of said Master Deed is hereby partially amended to substitute Oaktowne Square Association, Inc. for Oak Hills Association, Inc. as the corporate vehicle for the management of the condominium; said substitution to be effective January 1, 1975. The By-Laws of said Association are also the By-Laws of this condominium and are attached hereto in substitution for the By-Laws attached to said Master Deed.

6) Said condominium property regime hereby wholly adopts the amendments to the Nebraska Condominium Property Act enacted by Legislative Bill 730 of 1974 Unicameral Legislature (83rd Legislature - Second Session).

7) Except as above provided, said original Master Deed remains unchanged and in full force and effect.

EXECUTED this 31st day of December, 1974.

Owner

Apartment Owned In Oaktowne Square
Condominium Property Regime

Myrtle M. McLevie
A single person)
Lynea K. Bair
wife & Husband)
Norma L. Pruitt
wife and Husband)
Luc W. Cho
Husband and Wife)
Marie B. Cho
A Single Person)

1
6
5
9
44

OwnerApartment Owned In Oaktowne Square
Condominium Property Regime

| | |
|---|-----------|
| <u>Madalene W. Wall</u> | |
| <u>Barbara Wiley</u> Husband and Wife | <u>23</u> |
| <u>Martha A. Hartman</u> A single person | <u>41</u> |
| <u>Etta Mae Covert</u> A single person | <u>42</u> |
| <u>Margaret M. Kruse</u> A SINGLE PERSON | <u>12</u> |
| <u>Lis M. Brice</u> A single person | <u>29</u> |
| <u>George A. Munch</u> <u>Mary J. Munch</u> Husband and Wife | <u>20</u> |
| <u>Ronald W. Taylor</u> A Single Person | <u>27</u> |
| <u>W. D. Mason</u> <u>Weather A. Mason</u> Husband and Wife | <u>24</u> |
| <u>Boland E. McKinsey</u> <u>Norathy McKinsey</u> Husband and Wife | <u>7</u> |
| <u>Roberta J. Carlin</u> <u>Richard A. Carlin</u> 12-12-74 Wife and Husband | <u>30</u> |
| <u>Margaret L. Harford</u> <u>Robert F. Harford</u> Wife and Husband | <u>18</u> |

OwnerApartment Owned In Oaktowne Square
Condominium Property Regime

| | |
|--|-----------|
| <u>Norma J. True</u> A single person | <u>15</u> |
| <u>Lu Inang</u> Husband and wife | <u>8</u> |
| <u>Lucille A. Landgraf</u> A single person | <u>32</u> |
| <u>John Landgraf</u> A single person | <u>38</u> |
| <u>Barbara Naughton</u> A single person | <u>13</u> |
| <u>Patricia M. Davis</u> A single person | <u>4</u> |
| <u>Betty L. Wilfong</u> A single person | <u>19</u> |
| <u>Charles James Mann</u> Husband and wife | <u>26</u> |
| <u>Patricia Jean Mann</u> Husband and wife | <u>47</u> |
| <u>Delmar J. Holtzinger</u> Husband and wife | <u>16</u> |
| <u>Vernice J. Holtzinger</u> Husband and wife | <u>17</u> |
| <u>Michael J. Miller</u> Husband and wife | |
| <u>Kathleen A. Miller</u> Husband and wife | |
| <u>Shirley C. Lawrence</u> A single person | |
| <u>CK Phau</u> Husband and wife | |

Owner

Apartment Owned In Oaktowne Square
Condominium Property Regime

| | |
|--|----|
| Warren B. Becker Victoria A. Becker Husband and wife | 22 |
| Mary E. Barelet | 11 |
| Richard D. Stute Lisa M. Stute Husband and wife | 45 |
| Herbert S. Hansen A single person | 43 |
| Louisa J. Tilford A single person | 46 |
| Edgar Dale Halston Dale Anne Halston Husband and wife | 14 |
| Dale R. Turner A single person | 48 |
| John A. L. Castell Lara Anne M. Castell Husband and wife | 10 |
| Susan Jane Ford John K. Ford Wife and Husband | 21 |
| D. E. Houston Virginia R. Houston Husband and wife | 40 |
| Maria M. Wilmore | 3 |

BOOK 546 PAGE 612

Owner

Apartment Owned in Oaktowne Square
Condominium Property Regime

James F. Hubert Administration
for Eugene L. Blum Estate

28

25, 33, 34, 35, 36, 37, 39
49, 50, 51, 52

HAL GROVE, INC.

Harold E. Grove, President

STATE OF NEBRASKA)
)ss.
 COUNTY OF DOUGLAS)

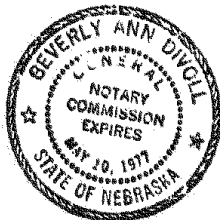
BOOK 546 PAGE 613

On the date last-above written before me, the under-
 signed, a Notary Public, duly commissioned and qualified for said
 County, personally came Myrtle M. McGuire, Teresa K. Lair, Ralph
 A. Lair, Jr., Norma L. Prevett, James C. Prevett, Lee W. Cox,
 Marie B. Cox, Diane J. Strickler, Michael E. Willey, Barbara Willey,
 Martha A. Hartman, Etta Mae Covert, Margaret M. Krusen, Lois M.
 Brice, George A. Munch, Mary J. Munch, Ronald W. Traynor, M. D.
 Mason, Heather H. Mason, Roland E. McKinsey, Dorothy McKinsey,
 Roberta G. Carlin, Richard T. Carlin, Marjorie L. Harford, Robert
 F. Harford, Norma J. True, L. W. Franzen, Lucille A. Landgraf,
 A. Jean Landgraf, Barbara Naughtin, Patricia M. David, Betty J.
 Wilfing, Charles James Marr, Patsy Jean Marr, Delmar J. Holtzinger,
 Veronica I. Holtzinger, Michael G. Miller, Kathleen A. Miller,
 Robert C. Bowersox, C. K. Phares, Lynn L. Phares, Warren G. Becker,
 Victoria A. Becker, Mary E. Barakat, Richard D. Stueber, Jill M.
 Stueber, Herbert L. Hansen, Louisa J. Tiltford, Edgar Dale Holsten,
 Sally Anne Holsten, Dale R. Turner, John A. DelCastillo, Lois
 Diane DelCastillo, Sarah Jane Hood, John K. Hood, B. E. Huston,
 Virginia R. Huston, Marie M. Gilmore, Janice Kubat

Owners of the foregoing apartment units, to me known to be the
 identical persons whose names are subscribed to the foregoing
 First Amendment To Master Deed, and acknowledged the execution
 thereof to be their voluntary act and deed.

Also on the date last-above written before me, the under-
 signed, a Notary Public in and for said County, personally came
 Harold E. Grove, President of Hal Grove, Inc. (A Corporation) also
 owner of the foregoing apartment units, to me personally known
 to be the President and the identical person whose name is affixed
 to the foregoing First Amendment To Master Deed, and acknowledged
 the execution thereof to be his voluntary act and deed as such
 officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal on the date last-above
 written.



Beverly Ann Divoll
 Notary Public

1) These are the By-Laws of OAKTOWNE SQUARE ASSOCIATION, INC., a Nebraska non-profit corporation with its registered office at 2400 South 72 Avenue, Omaha, Nebraska 68124 (C/o John W. Delehant). These are also the By-Laws of Oaktowne Square Condominium Property Regime.

2) Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal."

3) Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.

4) The Annual Members' Meeting will be held for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given. Said annual meeting shall be held on the second Monday of January of each year at 6:00 P.M. at the Oak Hills Country Club Clubhouse in Omaha, Nebraska.

5) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

7) A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

8) The Affairs Of The Association shall be managed by a Board of three Administrators (also known as Directors) who need to be members and who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Administrators. Notwithstanding the foregoing, until December 31, 1975 or until Hal Grove, Inc., a Nebraska corporation (developer) elects in writing to waive

its right to elect the Administrators (whichever shall first occur) the Administrators of the Association shall be elected solely by the developer. After relinquishment of control by the developer, any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The normal term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of Administrators and of employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

9) The Annual Meeting Of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of Administrators may be called by the President or by a majority of the Administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

10) The Officers of the corporation shall be elected by the Administrators. Compensation of officers shall be fixed by the Administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall deem necessary from time to time.

a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and Administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The Secretary shall record the minutes of meetings of Administrators and members shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators, and shall perform such other duties prescribed by the President or the Administrators.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the Administrators.

11) Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance,

reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$ 3,000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

13) Insurance. Fire and extended coverage insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. In addition, insurance shall

be procured for workmen's compensation coverage (where applicable) and at least \$100,000/300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment co-owner may obtain additional insurance at his expense.

14) The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by co-owner with all of his duties under the condominium regime.

15) These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these original By-Laws.

16) These By-Laws are attached to and are to be recorded with the First Amendment To Master Deed creating Oaktowne Square Condominium Property Regime and are to be effective as of January 1, 1975.

11 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
17 DAY OF Jan 19 75 AT 2:52 P.M. S. HAROLD OSTLER, REGISTER OF DEEDS

46.25

AMENDED AND RESTATED
BY-LAWS

1) These are the Amended and Restated By-Laws of OAKTOWNE SQUARE ASSOCIATION, INC., a Nebraska non-profit corporation with its registered office at 2400 South 72 Avenue, Omaha, Nebraska 68124 (c/o John W. Delehant). These are also the Amended and Restated By-Laws of Oaktowne Square Condominium Property Regime.

2) Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal".

3) Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof or by such owner's proxy. If an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by proxy. All proxies shall be designated in writing signed by all of the owners of the apartment and filed with the Secretary of the Association on or prior to the date of the meeting at which the vote is to be cast. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.

4) Regular Meetings. Regular monthly member meetings shall be held the first Monday of each month. The April meeting shall be designated the Annual Member Meeting held for the purpose of electing a Board of Administrators and to transact any other business that may come before the meeting. These meetings shall be held at 7:00 P.M. at the location in Omaha, Nebraska designated in the notice of the meeting. Should the first Monday fall on a legal holiday, the meeting is automatically advanced to the second Monday of that month. Ten days' prior written notice of annual meetings shall be delivered or mailed to each apartment, but no notice of other regular meetings need be given.

5) Special Members' Meetings may be called by the President or the Vice-President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment.

6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

7) A Quorum for annual meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

7A) A Quorum for the regular monthly meetings, except the annual meeting, shall consist of persons owning twenty-five per cent (25%) of the total basic value of the condominium regime.

7B) Execution of Proxies. All proxies must be in writing on a form prescribed by the Association and the signature of the owner must either be witnessed by an officer of the Association or attested by a Notary Public authorized to act in the place where executed.

8) The Affairs Of The Association shall be managed by a Board of three Administrators (also known as Directors) who need to be members and who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the Administrators. Any administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The normal term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of Administrators and of employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

9) The Annual Meeting Of Administrators shall immediately follow the annual meeting of members and 10-day prior written notice thereof shall be mailed or delivered to each administrator. Special meetings of administrators may be called by the President or by a majority of the administrators upon 24 hours prior notice of the meeting given personally or by mail, telephone or telegraph.

10) The Officers of the corporation shall be elected by the administrators. Compensation of officers shall be fixed by the administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the administrators shall deem necessary from time to time.

a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the Association; shall preside at meetings of members and administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The Secretary shall record the minutes of meetings of administrators and members; shall have custody of the corporate seal and affix it to such instruments as are authorized by the administrators, and shall perform such other duties prescribed by the President or the administrators.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the Administrators.

11) Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. The fiscal year shall run from April 1 through March 31 of the following year. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$ 3,000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

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

12A) Reconstruction. If an apartment is rendered uninhabitable due to an insured casualty which the Association is reconstructing, then the monthly assessment shall be reduced to 25 per cent of the normal monthly assessment, but only during the period that the apartment remains uninhabitable during reconstruction up to a maximum period of six months. Thereafter, the administrators shall have the power to reinstate the normal assessment.

12.B) Delinquency. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than 30 days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent. Members in arrears shall be denied the use of the pool and shall pay the Association's full cost of enforcing this restriction, including the hiring of guards if the Association deems guards to be needed. If the owner, occupant or guest of an apartment breaches the peace or tranquility of the condominium regime or of its owners, the owner of such apartment causing or contributing to such disturbance shall pay all of the costs incurred by the Association in restoring or maintaining peace and tranquility, in hiring guards, and performing clean-up and repairs necessitated by such breaches. All such payments by delinquent owners or by owners causing or permitting such disturbances shall be paid within 30 days of invoice by the Association; failing which the Association may file and enforce a lien against such apartment for the amount of such invoice plus interest at the highest legal contract from and after date of invoice.

13) Insurance. Fire and extended coverage insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. In addition, insurance shall be procured for workmen's compensation coverage (where applicable) and at least \$100,000/300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds

of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment co-owner may obtain additional insurance at his expense.

14) The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by co-owner with all of his duties under the condominium regime.

15) These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815 R.R.S. Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these Amended and Restated By-Laws.

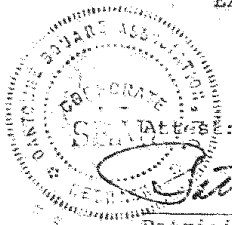
16) The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the Association may adopt.

17) These Amended and Restated By-Laws wholly amend and restate the By-Laws recorded in Miscellaneous Book 546 at Page 614 of the Register of Deeds of Douglas County, Nebraska, and attached to the First Amendment To Master Deed creating Oaktowne Square Condominium Property Regime dated December 31, 1974. These Amended and Restated By-Laws are effective

-6-

February 1, 1981 and shall upon recording be deemed to be reflective of and in fulfillment of the Certificate of First Amendment to By-Laws of Oaktowne Square Condominium Property Regime dated January 5, 1981 and recorded in Miscellaneous Book 644, Page 518 of said Records.

EXECUTED this 31st day of January, 1981.



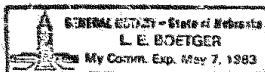
OAKTOWNE SQUARE CONDOMINIUM
PROPERTY REGIME
and
OAKTOWNE SQUARE ASSOCIATION, INC.

Patricia David
Secretary

By: Ralph A. Lair, Jr.
Ralph A. Lair, Jr.
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

SUBSCRIBED, ACKNOWLEDGED and SWORN to before me the date
last-above written.



Notary Public

DECEMBER

186 FEB 3 PM 1:44

RECEIVED
JUN 10 1968
U.S. DEPT. OF JUSTICE

Book 647
Page 1
of 17

Feb 27 1900

Index

Comandante

79-409 Etc

BOOK 644 PAGE 548
FIRST AMENDMENT TO BYLAWS

Date: 1/11/14

OF

OAKTOWNE SQUARE CONDOMINIUM PROPERTY REGIME

The undersigned are the owners of more than two-thirds of the total basic value of the apartments in the foregoing named condominium administered by the bylaws recorded in Deed Book 546, page 614 in the Register of Deeds of Douglas County, Nebraska and hereby partially amend said bylaws as follows:

- 1) Paragraph (5) of said bylaws is hereby partially amended to permit proxy voting by the record owner.
- 2) Paragraph (4) of said bylaws is hereby partially amended to delete the sentence that stated no notice of annual meetings be given. It also amended the date of the annual meeting to become the first Monday of April at 7:00 P.M. at a designated location and regular member meetings are provided for.
- 3) Paragraph (5) of said bylaws is hereby partially amended to delete the last sentence concerning notice of the meeting.
- 4) Paragraph (7) of said bylaws is hereby partially amended to change the word "member meetings" to read "annual meetings" in the first sentence.

A new paragraph is added to establish a quorum for regular monthly meetings of owners representing twenty-five per cent of the total basic value of the condominium regime.

A new paragraph is added to establish the procedures for proxy voting.

- 5) Paragraph (8) of said bylaws is hereby partially amended to delete the third sentence and the first phrase of the fourth. The new third sentence will then begin with the words "Any administrator may be removed by...."
- 6) Paragraph (9) of said bylaws is hereby partially amended to delete the sentence which said that notice of the annual meeting was not required.
- 7) Paragraph (10)(a) of said bylaws is hereby partially amended to change the word "company" to read "association".
- 8) Paragraph (11) of said bylaws is hereby partially amended to add a new third sentence as follows: "The fiscal year shall run from April 1 through March 31 of the following year."
- 9) Paragraph (12) of said bylaws is hereby partially amended to delete sentence number five.

Subparagraphs are added to provide for reduced assessments if reconstruction is required, denial of pool use to delinquent members and lien and other incurred expenses to be paid by members who cause the expense.

- 10) Paragraph (15) of said bylaws is hereby partially amended to add the word "revised" before the word "bylaws" in the last sentence.
- 11) Said bylaws are hereby partially amended by adding a new final paragraph referring to Robert's Rules of Order.
- 12) Except as provided above, the original bylaws remain unchanged and in full force and effect.

Executed this 5th day of January 1901.

Owner

Apartment Owned in
Oaktowne Square Condominium
Property Regime

| | |
|----------------------------|-----------|
| <u>James A. Forgy</u> | <u>45</u> |
| <u>Betty Clark</u> | <u>39</u> |
| <u>Robert G. Bowers</u> | <u>16</u> |
| <u>David M. Schultz</u> | <u>1</u> |
| <u>Ronald W. Tynan</u> | <u>27</u> |
| <u>Jackie Murch</u> | <u>20</u> |
| <u>Samuel J. Holzinger</u> | <u>26</u> |

Marjorie Hayford

18

Frank & Helen

17

Joyce Lanley

31

Shirley Macdhammond

48

Dorothy Ansley

47

Kathleen A. Severano

23

Al Bream

11

Etta MacGuer

42

Marlene Buhara

44

Lee W. Cox
Mavis Cox

9

Bob Mausbach
Fathima J. Mausbach

43

John Del Costello
Phanie Del Costello

10

Kathy Sprugelhalter

8

Larry T. Bredin
Caroline Bredin

2

Margaret McKusack

12

Orin Maddisell
Linda Matheson

25

Roland E. McKinney

7

Mary Ellen Kronberg

28

| | |
|---|----|
| Mrs Caroline Brekin | — |
| Esther M Lund | 13 |
| Norma L Prentiss | 5 |
| Norma June Allgood Dennis Dean Allgood | 15 |
| John R. Tate | 46 |
| Susan V. Hueley | 30 |
| Maxine V. Tins | 32 |
| Bess Atkins | 35 |
| Louis Price | 29 |

Ralph A. Lair, Jr.

Ralph A. Lair, Jr., President

6

Paul H. Mackin
Paul H. Mackin

4

Victor A. Becker

22

Sam H. Pursh

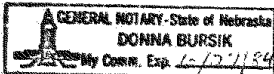
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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date last-above written before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Zeneth A Pelczynski, Betty Walkup, Robert C. Bowersox, David M. Schulte, Ronald W. Traynor, Jackie Munch, Delmar J. Holtzinger, Marjorie Harford, Ronald L. Wiley, Joyce Ganley, Shirley Moedhammer, Nancy Amsler, Kathleen A. Pecoraro, Al Bream, Etta Mae Covert, Marlene Penkava, Lee W. Cox, Marie S. Cox, Bob Mausbach, Kathryn J. Mausbach, John DelCastillo, Diane DelCastillo, Kathy Spiegelhalter, Larry J. Bredin, Caroline Bredin, Margaret M. Krusen, Eric Matthiesen, Linda Matthiesen, Roland E. McKinsey, Mary Ellen Kronberg, Patricia M. David, Norma L. Prevett, Norma Truse Allgood, Dennis Dean Allgood, John M. Miles, Susan V. Hurley, Maxine V. Lins, Bev Adkins, Lois Brice, Hershel H. Madoerin, Beata P. Madoerin, Victoria A. Becker and Paul M. Bursik owners of the foregoing apartments, to me known to be the identical persons whose names are subscribed to the foregoing First Amendment To Bylaws, and acknowledged the execution thereof to be their voluntary act and deed.

Also on the date last-above written before me, the undersigned, a Notary Public in and for said County, personally came Ralph A. Lair, President of Oaktowne Square Condominium Property Regime (A Corporation) and also owner of a foregoing apartment, to me personally known to be the President and the identical person whose name is affixed to the foregoing First Amendment To Bylaws, and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal on the date last-above written.



Notary Public

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SECOND AMENDMENT TO MASTER DEED
CREATING
OAKTOWNE SQUARE CONDOMINIUM PROPERTY REGIME

The undersigned are the owners of more than 75 percent of both the number and of the basic value of the apartments in the foregoing named condominium created by Master Deed, recorded in Deed Book 1445, Page 563, as partially amended by First Amendment recorded in Miscellaneous Book 546, Page 607, in the Register of Deeds of Douglas County, Nebraska and hereby partially amend said Master Deed as follows:

- 1) Paragraph 7 f) of said Master Deed is hereby amended to delete the entire subparagraph f) of Paragraph 7.
- 2) Except as above provided, said original Master Deed as previously amended remains unchanged and in full force and effect.

EXECUTED this 9th day of September, 1985.

All of the following described unit numbers refer to Apartment numbers in Oaktowne Square Condominium Property Regime in Douglas County, Nebraska:

AMENDMENT OF THE MASTER DEED TO STRIKE OUT PARAGRAPH 7F

BOOK 755 PAGE 345

| NAME | UNIT # |
|---|--------------------|
| <u>Dana Imbler</u> SINGLE PERSON | <u>47 E-4-Plex</u> |
| <u>Shirley Woodhammes</u> SINGLE PERSON | <u>48-E-4-Plex</u> |
| <u>Marlene P. B. B. B.</u> SINGLE PERSON | <u>44-W-4-Plex</u> |
| <u>Edna MacCovett</u> SINGLE PERSON | <u>42 W-4-Plex</u> |
| <u>Lucinda Miles</u> SINGLE PERSON | <u>46-E-4-Plex</u> |
| <u>Samuel A. B. B.</u> SINGLE PERSON | <u>35</u> |
| <u>Louis M. B. B.</u> SINGLE PERSON | <u>39</u> |
| <u>Sus. H. B. B.</u> SINGLE PERSON | <u>30</u> |
| <u>Carol J. Yathye</u> SINGLE PERSON | <u>38</u> |
| <u>Edna B. B. B.</u> SINGLE PERSON | <u>14</u> |
| <u>Edna B. B. B.</u> SINGLE PERSON | <u>16</u> |
| <u>Margaret M. B. B.</u> SINGLE PERSON | <u>12</u> |
| <u>William J. B. B.</u> SINGLE PERSON | <u>32</u> |
| <u>Paul W. B. B.</u> SINGLE PERSON | <u>5</u> |
| <u>Margaret B. B. B.</u> SINGLE PERSON | <u>7</u> |
| <u>Derry Wion</u> SINGLE PERSON | <u>19</u> |
| <u>Robert J. B. B.</u> SINGLE PERSON | <u>1</u> |
| <u>Heleen H. B. B.</u> SINGLE PERSON | <u>38</u> |
| <u>Edna B. B. B.</u> SINGLE PERSON | <u>33</u> |

AMENDMENT OF THE MASTER DEED TO STRIKE OUT PARAGRAPH 7F

BOOK 755 PAGE 346

| NAME | UNIT # |
|---|-----------|
| <u>Ann M. [unclear]</u> SINGLE PERSON | <u>13</u> |
| <u>Betty Walden</u> SINGLE PERSON | <u>37</u> |
| <u>Patricia Mooney</u> SINGLE PERSON | <u>37</u> |
| <u>Al Bream</u> <u>Ruby Bream</u> WIFE & HUSBAND | <u>11</u> |
| <u>Dean Allgood</u> <u>Norma Allgood</u> WIFE & HUSBAND | <u>15</u> |
| <u>John Delcastello</u> <u>Joan Delcastello</u> WIFE & HUSBAND | <u>10</u> |
| <u>Wm W. C.</u> <u>Therese B. C.</u> WIFE & HUSBAND | <u>9</u> |
| <u>Ralph A. Linn</u> <u>Theresa Linn</u> WIFE & HUSBAND | <u>10</u> |
| <u>Charles J. Smith</u> <u>Theresa J. Smith</u> WIFE & HUSBAND | <u>5</u> |
| <u>Larry J. Bredin</u> <u>Pauline Bredin</u> WIFE & HUSBAND | <u>2</u> |
| <u>Leslie H. Madson</u> <u>Theresa H. Madson</u> WIFE & HUSBAND | <u>4</u> |
| <u>Edna [unclear]</u> <u>[unclear]</u> WIFE & HUSBAND | <u>1</u> |
| <u>[unclear]</u> <u>[unclear]</u> WIFE & HUSBAND | <u>17</u> |

AMENDMENT OF THE MASTER DEED TO STRIKE OUT PARAGRAPH 7F

BOOK 755 PAGE 347

NAME

UNIT #

Paul Harford
Marlene Harford
 WIFE & HUSBAND

18

P. J. Zeigler
 WIFE & HUSBAND

21

Eric Kennedy
 WIFE & HUSBAND

23

Warren & Becker
Victoria A. Becker
 WIFE & HUSBAND

22

Salma J. Heringer
Veronica Heringer
 WIFE & HUSBAND

26

Thelma J. Heringer
Thelma J. Heringer
 WIFE & HUSBAND

30

WIFE & HUSBAND

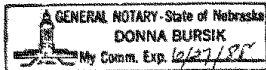
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On the date last-above written before me, the under-
signed, a Notary Public, duly commissioned and qualified
for said County, personally came the above named and de-
scribed Owners of the foregoing apartment units, to me
known to be the identical persons whose names are subscribed
to the foregoing Second Amendment To Master Deed, and ac-
knowledgeed the execution thereof to be their voluntary act
and deed.

WITNESS my hand and Notarial Seal on the date last-
above written.



Donna Bursik
Notary Public

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GEORGE LEURICZ
RECORDS OF DEEDS
DOUGLAS COUNTY, NEBR.

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BYLAWS OF THE
OAKTOWNE SQUARE ASSOCIATION, INC.

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ARTICLE I
NAME

GEORGE J. BUSLEWICZ
REGISTER OF DEEDS
DODGE COUNTY, NE

This Association shall be known as the Oaktowne Square Condominium Association, Inc. and the Oaktowne Square Condominium Property Regime, a Nebraska non-profit corporation with its registered office at 8515 Park Drive, Ralston, NE 68127 (c/o Mark Klinker).

ARTICLE II
SEAL

The corporate seal shall bear the name of the corporation and the words "Corporate Seal".

ARTICLE III
PURPOSE

This corporation has been established to provide a means of management for the above described condominium association.

ARTICLE IV
MEMBERS

Membership in this Association is automatically granted and restricted to owners of apartments in this condominium regime.

ARTICLE V
OFFICERS AND ADMINISTRATORS

Section 1. The officers of this organization shall be a President, Vice President, Secretary and Treasurer. The officers shall perform the duties prescribed by these bylaws and by the parliamentary authority adopted by this organization.

Section 2. A Nominating Committee of three (3) members shall be appointed by the President at the regular January Board meeting. It shall be the duty of this committee to nominate at least five (5) candidates for election as Administrators at the April meeting. Before the election at the annual meeting in April, additional nominations from the floor shall be permitted. A name shall not be placed in nomination without the prior consent of the nominee.

Section 3. Each apartment shall be entitled to the number of votes equaling the percentage interest of basic value assigned to such apartment in the Master Deed creating the condominium regime. 848.3 64-2

MARK A. KLINKER
8515 PARK DR
RALSTON NE 68127

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- Section 4. The vote on behalf of an apartment shall be in person by the record owner thereof or by such owner's proxy.
- Section 5. All proxies must be in writing on a form prescribed by the Association and the signature of the owner must either be witnessed by an officer of the Association or attested by a Notary Public authorized to act in the place where executed. If an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by proxy. All proxies shall be designated in writing, signed by all of the owners of the apartment and filed with the Secretary of the Association on or prior to the date of the meeting at which the vote is to be cast.
- Section 6. The administrators shall be elected by ballot. The administrators shall serve for one year or until their successors are elected. Their term of office shall begin immediately after the Annual Meeting.
- Section 7. The vice president shall automatically become president in case of a vacancy in the presidency.
- Section 8. Any person may hold two or more offices, but no one person shall hold the office President and Secretary.

ARTICLE VI DUTIES OF OFFICERS

- Section 1. The President (or the Vice President in the absence or disability of the President) shall:
- be considered the official representative of this Association.
 - preside at all meetings of members and administrators.
 - execute all contracts and instruments.
 - have general management of corporate affairs.
 - carry out all orders as directed by the Board of Administrators and any other duties assigned to this office by the membership.
 - appoint an audit committee.
 - appoint a Building Representative for each Building in this condominium complex.
- Section 2. The Secretary shall:
- record the minutes of the members' and administrators' meetings.
 - have custody of the corporate seal and affix it

to such instruments as are authorized by the members or administrators.

- c. distribute to the owners the minutes of all Member, Monthly Board of Administrators' Meetings, and the Annual Meeting with the Treasurer's reports attached.
- d. perform such other duties as prescribed by the members or the President or the administrators.

Section 3.

The Treasurer shall:

- a. have custody of corporate funds and securities.
- b. account for all corporate receipts and disbursements.
- c. provide the secretary with copies of the treasurer's report to be distributed with the copy of the minutes.
- d. perform such other duties prescribed by the President, the Administrators or the Association members.
- e. arrange and prepare all papers for an annual audit.

ARTICLE VII
MEETINGS

Section 1.

Regular Quarterly Member Meetings shall be held the first Monday of January, April, July, and October. These meetings shall be held at 7:00 P.M. at the location in Omaha, Nebraska designated by the Administrators. Should the first Monday fall on a legal Holiday, the meeting is automatically advanced to the second Monday of that month.

Section 2.

Special Member meetings may be called by the President or the Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds (2/3) of the total basic value of the condominium regime. At least twenty-four (24) hours notice is required and notice may be given personally or by mail or telephone.

Section 3.

The Annual Member meeting shall be held in April of each year and is held for the purpose of electing a Board of Administrators and to transact any other business that may come before the assembly.

Section 4.

A Quorum for the Annual meetings shall consist of persons owning a majority of the total basic value of the condominium regime. A meeting consisting of less than a quorum may by majority vote adjourn

the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

Section 5. A Quorum for the quarterly meetings shall consist of persons owning twenty-five per cent (25%) of the total basic value of the condominium regime.

ARTICLE VIII BOARD OF ADMINISTRATORS

Section 1. The Board of Administrators shall consist of the five (5) administrators who have been elected at the annual meeting to manage the general affairs of this Association.

Section 2. The Annual Meeting of Administrators shall immediately follow the annual meeting of members in order to elect the officers of the Association. Officers shall be elected from the group of elected administrators or from the membership at large.

Section 3. Special Meetings of Administrators may be called by the President or by a majority of the Administrators upon twenty-four (24) hours prior notice of the meeting given personally or by mail or telephone.

Section 4. A majority of the Administrators present at a Board Meeting shall constitute a quorum and a majority vote of Administrators present and voting (at a meeting comprising a quorum) shall constitute the act of the Administrators. Only the elected Administrators shall have voting power at a Board meeting. Officers appointed from the membership at large may attend Board Meetings but have no vote.

Section 5. The Board of Administrators shall have authority for:

- the care, upkeep and surveillance of the condominium buildings and general or limited common elements or services.
- the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings.
- fixing the compensation of employees of the Association. (An administrator may be an employee.)

Section 6. Vacancies occurring in the Board shall be filled by the Administrators unless an Administrator was removed (by majority vote) by the members in which case the vacancy is again filled by the members.

Section 7. The Board of Administrators shall meet with the Building Representatives to advise them as to their duties.

ARTICLE IX RIGHT OF ACCESS

The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines, and any common elements accessible from within any apartment, and to insure compliance by co-owner with all of his duties under the condominium regime.

ARTICLE X BUDGET

Section 1. The Board of Administrators shall adopt a budget for each fiscal year which shall:
--include the estimate of funds required to defray common and current expenses for the coming year.
--provide reserves for deferred maintenance and replacement
--provide a working fund reserve to meet anticipated losses.

Section 2. The budget shall be adopted in the eleventh (11) month of each fiscal year for the coming fiscal year. Copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. The fiscal year shall run from April 1 through March 31 of the following year. Budgets may be amended during a current year where necessary but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible.

Section 3. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than three thousand (\$3000.00) dollars, unless and until such

proposal is approved in writing by co-owners representing at least three-fourths (3/4) of the total basic value of the condominium regime.

ARTICLE XI ASSESSMENTS

- Section 1. Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year and preceding the year for which assessments are made. The annual assessments shall be due in twelve (12) equal monthly payments on the first day of each month.
- Section 2. The assessment to be levied against each apartment shall be such apartment's pro rata share of the total annual budget based on the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium regime.
- Section 3. In case of an amended budget as provided in Article X, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner.
- Section 4. If any co-owner becomes delinquent, fails or refuses to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.
- Section 5. Assessments delinquent more than thirty (30) days after the due date shall bear interest at the highest legal contract rate from this due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.
- Section 6. Members in arrears shall be denied the use of the pool and shall pay the Association's full cost of enforcing this restriction, including the hiring of guards if the association deems guards to be needed.

- Section 7. If the owner, occupant or guest of an apartment breaches the peace or tranquility of the condominium regime or of its owners, the owner of such apartment causing or contributing to such disturbance shall pay all of the costs incurred by the Association in restoring or performing clean-up and repairs necessitated by such breaches.
- Section 8. All such payments by delinquent owners or by owners causing or permitting such disturbances shall be paid within thirty (30) days of invoice by the Association; failing which the Association may file and enforce a lien against such apartment for the amount of such invoice plus interest at the highest legal contract from and after date of invoice.
- Section 9. If an apartment is rendered uninhabitable due to an insured casualty which the Association is reconstructing, then the monthly assessment shall be reduced to twenty-five (25%) per cent of the normal monthly assessments but only during the period that the apartment remains uninhabitable during reconstruction up to a maximum period of six months. Thereafter, the administrators shall have the power to reinstate the normal assessment.

ARTICLE XII INSURANCE

- Section 1. Fire and extended coverage insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made if possible, for the issuance of certificates of insurance to holders of first mortgages upon individual apartments.
- Section 2. The insurance shall cover all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted.
- Section 3. In addition, insurance shall be procured for workmen's compensation coverage, where applicable, and at least \$100,00/300,00 Bodily Injury and

\$50,000 Property Damage public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense.

Section 4. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees.

Section 5. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds ($2/3$) of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by co-owners representing three-fourths ($3/4$) of the total basic value of the condominium within one hundred twenty (120) days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest as specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to apartment owner.

Section 6. In cases of over insurance, any excess proceeds of insurance received shall be credited to the common element working fund.

Section 7. Each apartment co-owner may obtain additional insurance at his own expense.

ARTICLE XIII PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any Special Rules of Order the Association may adopt.

ARTICLE XIV
AMENDMENTS

Section 1. These Bylaws and the system of administration set out herein may be amended by co-owners representing at least two-third (2/3) of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provision set forth in 76-815 R.R.S. Nebraska.

Section 2. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and these Amended Bylaws.

ARTICLE XV
REVISIONS

These Bylaws, adopted April 4, 1994, are the Amended and Restated Bylaws which wholly amend and restate the bylaws recorded on April 2, 1990 in Miscellaneous Book 924 at Page 414 of the Register of Deeds of Douglas County, Nebraska.

EXECUTED this 24 day of June, 1994.

OAKTOWNE SQUARE CONDOMINIUM
PROPERTY REGIME

and
OAKTOWNE SQUARE ASSOCIATION, INC.

By:

Allan L. Bream
President

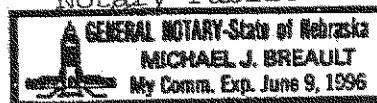
Attest:

Christine A. Lund
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
24 day of JUNE, 1994 by ALLAN L. BREAM,
the President, and Christine A. LUND, the
Secretary of the Oaktowne Square Association, Inc.

Michael J. Breault
Notary Public



RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995:

Lots One (1) through Four Hundred Forty-four (444), both inclusive, in The Oaks, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for the purposes specified in paragraph F or for single family dwellings, accessory structures incidental to residential use, or for church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure. All plots shall be kept free of all trash and debris.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.

D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

E. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. At time of initial occupancy of main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one pin oak tree; said tree to be located in the front yard at least 10 feet from the front lot line.

The sidewalk shall be placed four (4) feet back of street curb line. Such walks shall be built by the then owner of the lot at the time of completion of the main structure upon the lot. No sidewalks need be built on the following areas:

South sides of Lots 22, 67, 68, 413, 433 & 434.

F. The following building restrictions shall apply to the following lots:

(1) In no event may any single family residential lot be reduced below its area and width as originally platted, unless parts of two or more lots are combined to make one building plot, in which event the resulting building plot must have an area and width at least as large as the original platted area and width of the largest lot included to make up said building plot; provided that these restrictions shall not apply to lots 22, 67, 68, 413, 434, 74, 317, 334 or 335.

(2) Lots One (1) through Twenty (20) and Twenty-three (23) through Sixty-five (65) shall be single family residential lots and shall be restricted as follows: Minimum front yard: 40 feet. Minimum side yard for main residential structure: 15 feet. Minimum enclosed finished living area on main floor exclusive of open porches, garages and breezeways: 1,150 square feet for a one story house; 1,000 square feet for split level or split entry style; 912 square feet for a one-and-one-half or two-story house. Minimum lot area: 11,200 square feet.

(3) Lots Four Hundred Thirteen (413) and Four Hundred Thirty-four (434) shall permit duplexes and shall be restricted as follows: Minimum front yard: 30 feet. Minimum side yard for main structure: 10 feet for single story and 15 feet for two story structure. Minimum finished enclosed living area exclusive of open porches, garages and breezeways: 750 square feet for each family unit.

(4) Lots 21, 66, 68, 74, 334 and 335 permit multiple family structures and shall be restricted as follows: Minimum front yard: 30 feet. Minimum side yard for main structure: 10 feet for a one story and 15 feet for a two story building. Minimum enclosed finished living breezeways: 750 square feet for each family unit. Minimum lot area: 5,000 square feet for single family dwelling; 10,000 for a two or three family structure plus 2,500 square feet additional for each family unit in excess of three.

(5) Lots Sixty-Nine (69) through Seventy-three (73); Seventy-five (75) through Three Hundred Thirty-three (333); Three Hundred Thirty Six (336) through Four Hundred Twelve (412); Four Hundred Fourteen (414) through Four Hundred Thirty-three (433) and Four Hundred Thirty-five (435) through Four Hundred Forty-four (444) shall be single family residential lots and shall be restricted as follows: Minimum front yard: 35 feet. Minimum side yard for main residential structure: 6 feet. Minimum enclosed finished living area on main floor exclusive of open porches, garages and breezeways: 960 square feet for a one-story house; 912 square feet for a split level or split entry style. The minimum lot area is 7,000 square feet.

-3-

(6) On corner lots used for single residential family purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement.

(7) Notwithstanding the provision of this paragraph No. F, the restrictive provisions for building sizes, lot area, side yards, and front yard shall automatically be amended as to any lot for which the Planning Commission or Board of Trustees of the Village of Millard, Nebraska shall determine and permit a lesser area or distance or size.

(8) Lots Twenty-two and Sixty-seven (22 & 67) may be used for any commercial purposes permitted by applicable zoning ordinances of the Village of Millard.

G. Prior to the commencement of construction of any structures on any of said lots, the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. This restriction shall terminate ten years after date hereof.

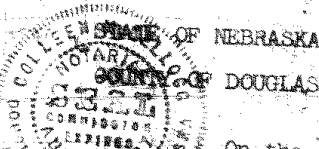
IN WITNESS WHEREOF, Oaks, Inc., a Nebraska corporation, being the owner of all said real estate, has executed these covenants this 12 day of February, 1962.

Attest:

OAKS, INC.

Donald C. W. [Signature]
Secretary

By: [Signature]
President



ss.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

[Signature]
Notary Public

My commission expires:

August 12, 1963

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County

Entered in Abstract Index and
for Record in the Office of the Register of
Deeds of said County and recorded in

Book 876 of 2242

Page 229

Thomas J. O'Connor
Register of Deeds

Robert R. R. Co.

212 21st St. Omaha

Feb 11 1900

AMENDMENT TO
RESTRICTIVE COVENANTS

409 page 631

The undersigned, OAKS, INC., is the owner of all of the real estate described in the Restrictive Covenants, recorded on February 12, 1962, in Book 376 at Page 229 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska. The undersigned herewith amends subparagraphs 3 and 4 of Paragraph F of said Covenants to add the following provision to said subparagraphs to cover instances where the following lots may be used for single-family structures rather than multi-family or duplex structures:

"In the event that Lots 21, 66, 68, 74, 334, 335, 413 and 434 in The Oaks, a subdivision, are used for single-family structures, then said single-family structures shall be restricted as follows: Minimum front yard: 35 feet; minimum side yard for main residential structures: 6 feet; minimum enclosed finished living area on main floor exclusive of open porches, garageways and breezeways: 960 square feet for a one-story house; 912 square feet for a split-level or split-entry style; the minimum lot area for a single-family house shall be 7,000 square feet."

Other than above amended, said Restrictive Covenants shall remain in full force and effect as originally executed and recorded.

EXECUTED this 14th day of February, 1962.

OAKS, INC.

By:

Secretary

President

STATE OF NEBRASKA) On the date last above written before me
) ss. the undersigned, a Notary Public in and for
COUNTY OF DOUGLAS) said County, personally came HAROLD E. GROVE,
President of Oaks, Inc., to me personally known to be the President
and the identical person whose name is affixed to the foregoing
Amendment, and acknowledged the execution thereof to be his volun-
tary act and deed as such officer and the voluntary act and deed
of the said corporation and that the corporate seal of the said
corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County
on the date last above written.

Patricia J. Olson
Notary Public

BOX 409 INC 632

409 INC
631

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Harriet Mulick Builders
P.O. Box 211
Milledale, N.Y.

12th Mail

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THOMAS J. O'CONNOR
REGISTER OF DEEDS

THE STATE OF NEBRASKA) ss.
Douglas County
Entered in Instrumental Index and Filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 402 of Meals
Page 493

Thomas J. O'Connor
Register of Deeds

By _____ Deputy
Mail 73-222
N 70 G.N.P.
Folio 76 Fee 76

*Payd Walter Bell
Selling to
1905 Douglas*