BOOK 875 FAGE 526

Dist. 26 Lets

AMENDED MASTER DEED

CREATING OAK HILLS CONDOMINIUM PROPERTY REGIME NO. 1

THIS AMENDED MASTER DEED AND DECLARATION (hereinafter referred to as "Master Deed") is made this \angle day of March, 1988, by the undersigned, being the co-owners owning apartments representing three-fourths or more of the total basic value of the Oak Hills Condominium Property Regime No. 1.

WITNESSETH:

PURPOSE I.

The purpose of this Amended Master Deed and Declaration is to amend the Master Deed creating the Oak Hills Condominium Property Regime No. 1 dated August 12, 1970, and recorded in the office of the Register of Deeds, Douglas County, Nebraska, at Book 1415, Page 271, and to subject the lands and improvements herein described to the terms in said amendment. The name of this condominium regime is, and shall continue to be, Oak Hills Condominium Property Regime No. 1 (hereinafter called the . "Condominium Regime").

PROPERTY INCLUDED II.

The lands hereby resubmitted to the Condominium Regime are described as follows:

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1.5 77440

Section 18 Section

65-27960 That part of Lot 87, Oak Hills of Millard II, a platted and recorded Subdivision in Douglas County, Nebraska, described as follows:

> Beginning at the Southmost corner of said Lot 87; thence North 30°38'27" West (assumed bearing) on the Westerly line of said Lot 87, a distance of 152.54 feet to a point of curvature; thence Northwesterly on a 495.00 foot radius curve to the right a distance of 271.73 feet to a point of tangency; thence North 00°48'43" East a distance of 105.68 feet to the Northwest corner of said Lot 87; thence South 89°59'28" East on the North line of said Lot 87, a distance of 335.00 feet; thence South 17°55'15" East a distance of 384.55 feet to a point of the Northerly R.O.W. line of Golfing Green Drive; thence South 69°51'33" West along a 765.00 foot radius curve to the right a chord distance of 63.06 feet to a point of reverse curve; thence, Southwesterly on a 1345.00 foot radius curve to the left a distance of 271.92 feet to the point of beginning, containing 3.73 acres.

III. AMENDMENT

Section 7 f) is hereby amended to read as follows:

No apartment Owner may sell his apartment, or any (a) 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 of his apartment shall give the Association written notice thereof, together with the name and a current address and credit report of the purchaser, and the terms and price of such sale, together with a copy of the proposed purchase agreement. Within thirty (30) days after receipt of such notice, the Association shall, by written notice to the Owner, either approve such purchase or elect to purchase the property for said price and terms. If the Association elects to purchase the property,

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closing shall be within thirty (30) days thereafter. Failure of the Association to act within the first thirty-day period shall be deemed an approval of the sale, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfer shall not apply to acquisition of ownership through foreclosure of a Security Agreement, such as, but not limited to, a mortgage, a deed of trust, or land contract upon an apartment.

(b) No apartment may be occupied by anyone other than the Owner, along with members of the Owner's immediate family, related by blood or marriage, his or her servants, and temporary guests. It is the intention of this paragraph to prohibit the rental of any units which will result in occupancy by others than the Owner along with members of the Owner's immediate family, related by blood or marriage, his or her servants, and temporary guests.

The undersigned co-owners, representing over three-fourths (3/4) of the total basic value of the condominium in Oak Hills Condominium Property Regime No. 1, having read the foregoing amendment, hereby agree that same be adopted and be binding as to the Owners of the apartments in the Condominium Regime, their heirs, successors and assigns.

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STATE OF NEBRASKA) : ss. COUNTY OF DOUGLAS)

BE IT KNOWN that on this 14^H day of <u>NOUenber</u>, 1988, before me, a Notary Public in and for said County and State personally appeared the foregoing named individuals, co-owners of condominiums in Oak Hills Condominium Property Regime Number 1, to be known to be the identical persons described in and who executed the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.



Notary