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**SECOND AMENDED AND RESTATED
MASTER DEED AND DECLARATION CREATING
A HORIZONTAL PROPERTY REGIME FOR
BLOOMFIELD TOWNHOMES, A CONDOMINIUM PROPERTY REGIME**

This Second Amended and Restated Master Deed and Declaration (this "Second Amended and Restated Master Deed") made this 6th day of September, 2007, by the lawful successors of Bloomfield Venture, a Nebraska joint venture (the "Declarant"), for itself, its successors, grantees and assigns.

WITNESSETH:

I. Purpose and Name

The undersigned representing the requisite number of Owners to do so hereby execute this Second Amended and Restated Master Deed amending the Master Deed and Declaration creating Bloomfield Townhomes Property Regime dated May 20, 1983 and recorded at Book 1713, Page 219 in the office of the Douglas County Register of Deeds, as amended by the Amended and Restated Master Deed and Declaration Creating a Horizontal Property Regime for Bloomfield Townhomes dated December 11, 1987 and recorded at Book 835, Page 498 in the office of the Douglas County Register of Deeds, and as further amended by any other amendments or restatements thereof. The purpose of this Second Amended and Restated Master Deed is to govern a Horizontal Property Regime for the lands described herein and the property built thereon (the "Property"), in the manner provided by Neb. Rev. Stat. §76-825 et seq. (the "Act"), and the name by which this Horizontal Property Regime is to be identified is Bloomfield Townhomes, a Condominium Property Regime (the "Regime").

II. Property Submitted

The lands owned by the Declarant which are hereby submitted to the Regime are described as follows:

See attached Exhibit A.

III. Definitions

Except as hereinafter noted, or as context otherwise requires, the definitions set forth in

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the Act shall govern this Second Amended and Restated Master Deed.

- (a) Association shall mean Bloomfield Townhomes, Inc., a Nebraska not-for-profit corporation.
- (b) Board shall mean the Board of Directors of the Association.
- (c) Declaration shall mean this Second Amended and Restated Master Deed.
- (d) Townhome or Regime shall mean the entire townhome project including all buildings, land and other improvements upon the real estate as set forth in this Second Amended and Restated Master Deed as a part of the Regime, as legally described as Exhibit A attached hereto and incorporated by reference.
- (e) Unit or Lot shall mean the same as apartment or townhome unit, and shall refer to the horizontal planes designated on the exhibits attached hereto and shall be designated as all of the plot shown and numbered on Exhibit B, together with the fixtures as may from time to time be erected thereon as shown on Exhibit B. The boundaries are the horizontal boundaries of the plots as shown on Exhibit B.
- (f) Common Elements shall include, all of the Property described in Paragraph II above, excluding the Lots as shown on Exhibit B and also excluding any buildings erected thereon. Such Property shall include all streets and parking areas.
- (g) Owner shall mean the Declarant or other person who owns a Lot, but does not include a person having an interest in a Lot solely for an obligation.

IV. Description of Regime and Values

The Regime will consist of twenty-three (23) Lots, which may only be used for residential purposes. The Regime may also include parking areas, gardens, landscaping. The locations of each Lot are more particularly described in the building plans which are attached hereto as Exhibit B and are incorporated herein by reference.

The total number of votes of the entire Regime is 23 votes. The percentage of each Lot's share in the expenses of, and the rights in, Common Elements, the basic value of each Lot and the vote each Lot Owner(s) is 1/23, or 0.0435%.

V. Party Walls and Shared Roofs

Each wall and/or roof which is built as a part of the original construction of the homes upon the properties and which forms a common wall or roof dividing or benefiting two dwelling units shall constitute a party wall (or as applicable "party roof"), and, to the extent not inconsistent with this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of party walls and roofs shall be shared equally by the Owners of each Lot using the same.

If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used it, or the Association, may restore it, and if to the cost of restoration thereof in proportion to such use calls for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions, any Owner having paid more than his or her own proportionate share shall be entitled to recover for such excess expenditure from any other Owner or Owners liable at law or in equity. Should the Association elect to make such restoration, it may proceed at law or in equity against any Owner, Owners, or other sources of payment, in subrogation of the rights of any Owners using such party wall or roof.

VI. Maintenance

Except as provided herein by the Association, each Owner shall be responsible for the maintenance and repair (including interior and exterior) of all buildings and fixtures located on his Lot. Maintenance to the buildings and fixtures shall be done at such time and in such manner as is necessary to maintain surrounding structures and topography. In an effort to maintain the condition, desirability and attractiveness of the Property, the Association may direct repair and maintenance be done at the Owner's expense and, if not completed within 30 days of such direction, perform such work and assess the cost thereof against the Lot as well as proceed at law or in equity against the Owner to collect the cost of the improvements.

The Association shall have the sole jurisdiction over the responsibility of painting the exterior walls and cleaning the exterior of all windows of all buildings located upon the Lots. The frequency of such efforts shall be at the discretion of the Board except that windows shall be cleaned not less than once each spring and fall.

The Association shall be responsible for maintaining any and all perimeter walls and fences of the Regime. The Association shall further be responsible for maintaining all lawns within the Regime, and is hereby granted access over and to all unimproved areas in the front, side or rear of any Unit for such purposes, including, but not limited to, access by agents of the Association and installation and maintenance of sprinkler systems. Water to sprinkler systems may be metered water sources of individual Units, which shall be specially benefited by the water used and shall be responsible for paying for water used by sprinkler systems, or may be metered water at the expense of the Association which shall be a common expense. The Association may, in its discretion, elect to maintain, on a case-by-case basis, any trees, shrubs, bushes, or other plant material. The Association shall maintain a record and diagram of any trees, shrubs, bushes, or other plant material it has elected to maintain.

An Owner may, upon approval from the Association, install trees, shrubs, bushes, or other plant material on such Owner's Lot. Unless expressly assumed by the Association, the cost of maintaining such trees, shrubs, bushes, or other plant material shall be at the sole expense of the Owner having installed the trees, shrubs, bushes, or other plant material. In the event that any trees, shrubs, bushes, or other plants, in the opinion of the Board, create an unsafe condition, impair the Association's ability to perform its obligations under this Article VI, have become

unsightly in appearance, or are otherwise determined to require removal or maintenance, the Board may, in writing, request the Owner of a Lot to take actions required by the Board in maintaining, removing, or relocating such trees, shrubs, bushes, or other plant material. If the action required by the Board is not taken by the Owner within 30 days of written notice to the Owner, the Association may undertake the actions requested of the Owner and specially assess the cost of such action against the Owner and the Unit. Any damage caused to Association property or the property of the Owner of another Unit as a result of any trees, shrubs, bushes, or other plant material installed by an Owner shall be the responsibility of the installing Owner.

VII. Covenants, Conditions and Restrictions

The following covenants, conditions and restrictions relating to this Regime shall run with the land and bind all Owners, tenants of such Owners, employees and any other persons who use the Regime, including the persons who acquire the interest of any Owner through foreclosure, enforcement of any lien or otherwise:

(a) The Association has been incorporated to provide a vehicle for the management of the Regime. Each Owner shall automatically be deemed a member of the Association. The Bylaws the Association, and as the same shall be amended from time to time, are also the Bylaws of the Regime. Membership in the Association may not be separated from ownership of a Unit.

(b) The Common Elements are for the use and enjoyment of all Owners.

(c) The ownership of the Common Elements shall remain undivided, and no person or Owner shall bring any action for the partition or division of the Common Elements. The Association shall from time to time establish rules and regulations for the use of the Common Elements, and all Owners and users shall be bound thereby. The Association shall have the sole jurisdiction over the responsibility of making alterations, improvements, repairs and maintenance of the Common Elements. The share of an Owner in a Common Element is appurtenant to his Lot and inseparable from Lot ownership. Assessments against Owners for insurance, Common Element expenses, reserves and for other expenses incurred by the Association shall be made pursuant to the Bylaws. Dues shall become payable on the first (1st) day of each month, unless a different due date is established by the Board. Assessments not paid within twenty (20) days when due shall cause the associated Unit and Owner to be charged a late fee of \$25. Assessments delinquent for more than 30 days shall bear interest at eighteen percent (18%) or the highest legal interest rate at which individuals may contract, whichever is lower, from due date until paid. If any Owner shall fail or refuse to make any payment of such assessment when due, the amount thereof plus interest shall constitute a lien upon Owner's interest in his Lot and in the property, as defined in Neb. Rev. Stat. §76-874 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 due and unpaid on the Lot and except prior duly recorded mortgage and lien instruments. The Board may elect to waive late fees and interest, in its sole and absolute discretion.

(d) Each Owner shall be required, , except as herein provided by the Association, to furnish and be responsible for, at his own expense, all maintenance of, repairs and replacements to all fixtures and buildings located upon his Lot. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses, subject to the Bylaws, and rules and regulations of the Association. At the discretion of the Association, the Association may direct Owners who stand to be benefited by such maintenance of, repairs to or replacements with the Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Owners, pay the cost thereon with their own funds, and procure and deliver to the Association such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

Each Owner, at his own expense, shall furnish and be responsible for all repairs, maintenance or construction within his own Lot and all such repairs, maintenance or construction shall be done in accordance with the covenants, restrictions and provisions contained within this Declaration, as amended from time to time. Decorating of the Common Elements shall be furnished by the Association as part of the common expense.

If due to the act of neglect of an Owner, or his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Lot or Lots owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, however, the provisions of this paragraph are subject to any of the provisions of these documents providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Association.

The authorized representatives of the Association or the Board, or the Managing Agent (as defined in subsection (k), below) with approval of the Association, shall be entitled to reasonable access to the individual Units as may be required in connection with the preservation of any individual Unit in the event of any emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, or any equipment, facilities or fixtures affecting or serving other Units or Common Elements, and to make any alteration required by any governmental authority.

Except as provided in this paragraph, no alteration of any Common Elements or any additions or improvements thereto shall be made by any Owner without the prior written approval of the Association. The Board may, in its discretion, appoint an architectural control committee, to be made up of Owners, to approve any improvement or repair by Owners required or permitted by this section. The Association may authorize and charge as common expenses, alterations, additions and improvements of

the Common Elements as provided by the Bylaws.

No building or structure shall be altered, built, constructed, improved or otherwise maintained on any Lot without the written approval of the Association through its Architectural Control Committee, as to general appearance, so that its appearance and condition is in harmony with the external design and location in relation to the surrounding structures and topography.

(e) Each lot shall be used and occupied only by one (1) family, its servants and guests, as a residence and for no other purpose. A family shall be defined as individuals related by blood or marriage plus up to two (2) non-relatives. No Lot may be subdivided into a smaller Lot or any portion thereof sold or transferred without first amending this Second Amended and Restated Master Deed by the approval of at least 13 Lot Owners. Any two or more adjoining Lots may be combined for construction of a single home.

(f) No practice or use shall be permitted on the Regime or in any Lot 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 Lot. All portions of the Regime and the Lots 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.

(g) Unless a greater number is required by law, Owners representing two-thirds ($2/3$) or more of the total basic votes of the Regime may at any time in writing duly acknowledged effect an amendment to the Bylaws which may be amended, and unless a greater number is required by law, and except as provided in Paragraphs IX(a) and (b). Owners representing three-fourths ($3/4$) or more of the total basic votes of the Regime may in writing duly acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, effect an alteration, deletion or amendment to this Second Amended and Restated Master Deed, and as the same may have been amended subject to Paragraph XIII below; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.

(h) This Regime may be terminated or waived by written agreement of Owners representing eighty percent (80%) or more of the total basic votes of the Regime and by all lien-holders of record; which agreement shall be acknowledged and recorded in the office of the Register of Deeds of Douglas County, Nebraska, and termination shall be effective as of recording date. Following termination, the Property shall be equitably partitioned and by agreement among the Owners or upon the petition of any Owner, but if Owners representing eighty percent (80%) of the total basic votes of the Regime agree in writing to sell or otherwise dispose of the townhome property, then all Owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when as required by the Board of Directors of the Association. In such

case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the Property be sold or otherwise disposed of without the prior termination or waiver of the Regime, unless sale or disposition is approved in writing by Owners representing one hundred percent (100%) of the total basic votes of the Regime and by the holders of all mortgages of record covering any Lots within the Regime. Notwithstanding any provisions in the Bylaws, there shall be no reduction or deletion or conveyance of the Common Elements without the prior written consent of the holders of all mortgages of record against any Lots within the Regime.

(i) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view and approved in writing by the Association. Private barbecue grills may not be used in the general common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation, restriction and assessment as may be determined by the Association. The Association shall further regulate and restrict, as it deems necessary, the use of recreational areas, and any other matters which the Association deems proper for the continued use and enjoyment of all of the Owners.

(j) All notices required hereby shall be in writing and sent by certified or registered mail-return receipt requested or hand delivered:

(1) To an Owner at his last known address on the books of the Association.

(2) To the Regime or the Association at the registered office of the Association.

(k) The Association shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Association. The Association shall also have the authority, but shall not be obligated, to engage, supervise, and control such employees or agents as the Board deems advisable, to clean and maintain all or any part of the Regime, to the extent the Association deems it advisable, to provide such services for all or any portion of the Owners. The cost of such services shall be a common expense, except as such services may be necessitated by the negligence or willful act of an Owner, in which case that Owner shall be specially assessed the costs of such services.

(l) The Directors, Board and Officers of the Association shall not be personally liable to the Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever, unless such acts or omissions are found by a court of law to constitute gross negligence, bad faith, or fraud. The Association shall indemnify and hold harmless each of the Directors, Board, Officers and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the Bylaws,

except that there shall be no indemnification provided for actions brought by or on behalf of the Association against such Director or Officer.

(m) In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or Bylaws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Owners, subject to the right of Owners to seek other remedies provided by law after such determination by the Board.

(n) Each Owner shall have the right to use the Common Elements in common with all other Owners as may be required for the purposes of access, ingress to and egress from, use, occupancy, and enjoyment of the respective Lot owned by such Owner. Such right to use the Common Elements shall extend to not only each Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Act, Declaration, Bylaws and rules and regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

Parking areas which are part of the Common Elements shall be subject to rules and regulations as the Board may prescribe.

(o) Each Owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective ownership interest in the Common Elements. No Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Lot and the respective percentage interest in the Common Elements appurtenant thereto.

(p) The Board shall have the authority to obtain insurance for the improvements constructed on the Lots, exclusive of interior decorating to the Units such as wall paper, window coverings, and similar enhancements, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for full insurable replacement cost of the Common Elements and the Lots including the buildings and fixtures thereon, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Lots, and Units built thereon or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as the trustee for each of the Owners in direct ratio to said Owner's respective percentage of loss, as set forth in the Declaration and for the holders of mortgages on his Unit, if any. Such

policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Owners. The premiums for such insurance, if obtained, may be a common expense or specially assessed against the Units in amounts reasonably related to any Unit's fractional cost of such premiums.

The Board shall also have authority to and shall obtain comprehensive public liability insurance for the Association. In such amounts as it deems desirable and workmen's compensation insurance and other liability insurance as it deems desirable insuring each Owner, mortgagee of record, if any, the Association, its Officers, Directors, Board and employees, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

If the Association does not obtain insurance for all Units, each Owner shall be responsible for obtaining his own insurance on the Owner's Unit, the improvements and betterments to the interior of his home and his decoration, furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event an Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that this liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Owners as above provided, said Owner may, at his option and expense, obtain additional insurance. Should the Board, in its discretion, not obtain insurance covering the Units from insurable loss, the Owner of each Unit shall be required to obtain insurance coverage for his Unit, in an amount not less than the replacement cost of the Unit, and shall, provide evidence of the existence and sufficiency of such insurance to the Board, as may be requested from time to time.

(q) In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct a building, shall be applied to such reconstruction. Reconstruction of a building, as used in this paragraph, means restoring a building to substantially the same condition in which it existed prior to the fire, casualty, or other disaster with each Lot and the Common Elements having the same boundaries as before. Such reconstruction shall be by any party who is a beneficiary of such insurance.

If two-thirds (2/3) or more of a building is destroyed or substantially damaged and if the Owners of that building together, with at least eighty percent (80%) of the total voting power, decide not to rebuild the affected building(s), the Association shall use the insurance proceeds, if any, to clear the site and shall record with the Register of Deeds a notice setting forth such facts, and upon the recording of such notice:

(1) The Property shall be deemed to be owned in common by the Owners.

(2) The undivided interest in the Property owned in common shall appertain to each Owner and shall be the percentage of undivided interest previously owned by such Owner in the Common Elements.

(3) Any liens affecting any of the Lots shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property.

(r) Without limiting the generality of the foregoing provisions of this paragraph (r), use of the Property by the Owners shall be subject to the following restrictions:

(1) Nothing shall be stored in or on the Common Elements without prior consent of the Association.

(2) Nothing shall be done or kept in any Lot or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Lot or in or on the Common Elements which will result in the cancellations of insurance on any Lot, or any part of the Common Elements, or which will be violation of any law.

(3) No waste shall be committed in or on the Common Elements.

(4) Subject to the Declarant's right under paragraph (l) of this Paragraph VII, no sign of any kind other than a standard for sale sign shall be displayed to the public view on or from any Lot or the Common Elements without the prior written consent of the Managing Agent acting with the Association's direction.

(5) No noxious or offensive activity shall be carried on in any Lot or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Lot Owners.

(6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(7) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Association; provided, however, that temporary structures may be erected for use in connection with the repair or construction of a building or any portion thereof.

(8) Outdoor drying of clothes shall not be permitted.

(9) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Association applicable thereto.

(10) No planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Association.

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property or directly to a parking space.

(s) In the event of any violation of the provisions of the Act, this Second Amended and Restated Master Deed, Bylaws, or rules and regulations of the Board of the Association by any Owner (either by his own conduct or by the conduct of any other occupant, guest or invitee of his Lot) the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, this Second Amended and Restated Master Deed, Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Owner and/or others for enforcement of any lien and the appointment of a receiver for the Lot and Ownership interest of such Owner, or for damages, or injunction or specific performances, or for judgment for payment of money and collection thereof, or for any combination of remedies, for any other relief.

The violation of any restriction or condition or regulations adopted by the Board of Administrators or the breach of any covenant or provisions herein contained, shall give the Board of Administration the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Lot, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions thereby be deemed guilty in any manner of trespassing; or (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach; or (c) to take possession of such Owner's interest in the Property and to maintain an action for possession of such Lot in the manner provided by law.

If any Owner (either by his own conduct or the conduct of any occupant, guest or invitee of the Owner) shall violate any provision of the Act, this Declaration or the regulations of the Association, and if such default or violation shall continue for ten (10) days after notice to the Owner in writing from the Board of Administrators, or shall occur repeatedly during any ten (10) day period after such written notice of request to cure such violation from the Board of Administrators, then the Board of Administrators shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as Owner and to continue to occupy, use or control his Lot, and thereupon an action in equity may be filed by the Board of Administrators against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant, guest or invitee, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the

Lot owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of the proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot, the Owner's corresponding percentage of ownership in the Common Elements and to immediate possession of the Lot sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the Decree shall so provide, that the purchaser shall take the interest in the Lot ownership sold subject to this Declaration.

(t) If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities which prevents the creation of future interests depending on a remote contingency, then such provision shall continue only until twenty-one (21) years.

VIII. Easements

Easements are hereby reserved and granted from and to Declarant and each Owner of a Lot for encroachment if any part of a Lot encroaches upon any other Lot or the Common Elements or if any such encroachment shall hereafter occur due to the settling or shifting of a building or for any other reasons, or if a building is repaired or rebuilt after damage or destruction. The Association shall have an easement in and upon each Lot for the performance and repairs upon the Common Elements and for emergency repairs to any part of the Lot.

IX. Lots Subject to Master Deed, Bylaws and Rules and Regulations

All present and future Owners, tenants and occupants of Lots shall be subject to, and shall comply with the provisions of this Second Amended and Restated Master Deed, the Bylaws, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Second Amended and Restated Master Deed, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

X. Alterations and Transfer of Interest

The Common Elements appurtenant to each Lot shall have a permanent character and shall not be altered without the consent of sixty-seven percent (67%) of the Lots affected, expressed in an amendment to this Second Amended and Restated Master Deed duly recorded. The Common Elements and easements shall not be separated from the Lot to which they appertain and shall be deemed to be conveyed, leased or encumbered with such Lot even though such interest or easement is not expressly mentioned or described in the conveyance or other instrument.

The Association shall have the first right of refusal for any Lot that is to be leased by an Owner; the first right of refusal shall last for a period of twenty (20) days from the date written notice to lease is given the Association pursuant to Paragraph VII (j) (2). All leases to tenants or sub-tenants must have the express consent of the Association, and the Association shall have the right to refuse to accept a tenant or sub-tenant and may refuse a tenant or sub-tenant the use and benefits of the Common Elements if they so desire, without cause, if the Owner leases over their objection, and this remedy shall be in addition to the other legal remedies available to the Association.

XI. Amendment of Master Deed

At such time, this Second Amended and Restated Master Deed may be amended by the vote of three-fourths (3/4) or more of the total basic vote of the Regime, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. No such amendment shall be effective until recorded in the office of the Register of Deeds of Douglas County, Nebraska.

XII. Invalidity

The invalidity of any provisions of this Second Amended and Restated Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Second Amended and Restated Master Deed and, in such event, all the other provisions of this Second Amended and Restated Master Deed shall continue in full force and effect as if such invalid provisions had never been included therein.

XIII. Waiver

No provisions contained in this Second Amended and Restated Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

XIV. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Second Amended and Restated Master Deed

nor the intent of any provisions hereof.

XV. Gender

The use of the masculine gender in this Second Amended and Restated Master Deed and Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

EXECUTED the date first above written.

The Successors in interest to BLOOMFIELD VENTURE, A Joint Venture

Frances Fried

Frances Fried, Lot 1

Kenneth Fried, Lot 1

K D Power

Kenneth Power, Lot 2

Jane Power

Jane Power, Lot 2

John B Davis

John Davis, Lot 3

John B Davis POA

Cornelia Davis, Lot 3

Gloria Werner

Gloria Werner, Lot 4

Herbert Egerer

Herbert Egerer, Lot 5

Barbara J. Egerer
Barbara Egerer, Lot 5

Mary F Greene
Mary Greene, Lot 6

Gerald T. Toohey
Gerald Toohey, Lot 7

Virginia Toohey, Lot 7

Gerald E Reis MS
Gerald Reis, Lot 8

Leonard Kozeny, Lot 9

Margaret Hoffmaster
Margaret Hoffmaster, Lot 10

Jerald Damm, Lot 11

Aurel Couch
Aurel Couch, Lot 12

Luella Allison, Lot 13

Thomas Watts
Thomas Watts, Lot 14

Lou Ann Weber
Lou Weber, Lot 15

Charles Gottula
Charles Gottula, Lot 16

Mary Gottula
Mary Gottula, Lot 16

~~Donald Murphy, Lot 17-~~

~~Agnes Murphy, Lot 17-~~

R.K. Leiferman, Lot 18

Gloria Leiferman
Gloria Leiferman, Lot 18

Patsy J. Mafr
Patsy Mafr, Lot 19

Willard Richardson, Lot 20

Leitha Richardson, Lot 20

David W. Bouda
David Bouda, Lot 21

John Bouda
John Bouda, Lot 21

A. D. Goldstein
A. D. Goldstein, Lot 22

Judith Goldstein
Judith Goldstein, Lot 22

Richard Vasy
Richard Vasy, Lots 23 and 24

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of June, 2007 by FRANCES FRIED.



Sandy Kasada
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by KENNETH FRIED.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of JUNE, 2007 by KENNETH POWER.



Karen T. Rodis
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

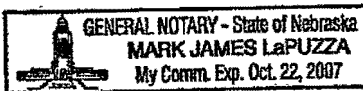
The foregoing instrument was acknowledged before me this 19th day of JUNE, 2007 by JANE POWER.



Karen T. Rodis
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

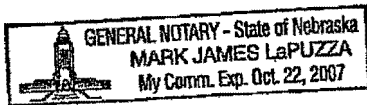
The foregoing instrument was acknowledged before me this 15th day of June, 2007 by JOHN DAVIS.



Mark James LaPuzza
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

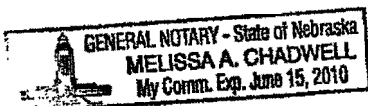
The foregoing instrument was acknowledged before me this 15th day of June, 2007 by CORNELIA DAVIS. through John Davis, under Power of Attorney



Mark James LaPuzza
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of July, 2007 by GLORIA WERNER.



Melissa A. Chadwell
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

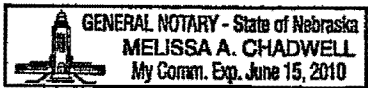
The foregoing instrument was acknowledged before me this 1st day of August, 2007 by HERBERT EGERER.



Shirley A Knight
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

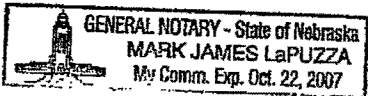
The foregoing instrument was acknowledged before me this 1st day of August, 2007 by BARBARA EGERER.



Melissa A. Chadwell
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

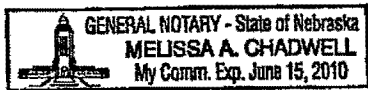
The foregoing instrument was acknowledged before me this 24th day of July, 2007 by MARY GREENE.



Mark James LaPuzza
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1 day of August, 2007 by GERALD TOOHEY.



Melissa A. Chadwell
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by VIRGINIA TOOHEY.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of June, 2007 by GERALD REIS.



Sandy Kasada
Notary Public

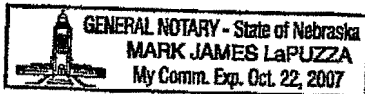
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by LEONARD KOZENY.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of June, 2007 by MARGARET HOFFMASTER.



Mark James LaPuzza
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by JERALD DANN.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of July, 2007 by AUREL COUCH.



Sandra Willmott
Notary Public

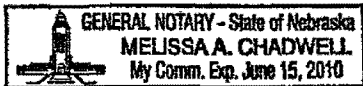
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by LUELLA ALLISON.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of June, 2007 by THOMAS WATTS.



Melissa A Chadwell
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

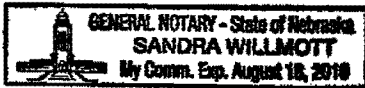
The foregoing instrument was acknowledged before me this 21st day of June, 2007 by LOU WEBER.



Mark James LaPuzza
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of June, 2007 by CHARLES GOTTULA.



Sandra Willmott
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of June, 2007 by MARY GOTTULA.



Sandra Willmott
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by DONALD MURPHY.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by AGNES MURPHY.

Notary Public

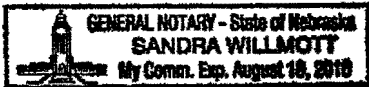
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by R. K. LEIFERMAN.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

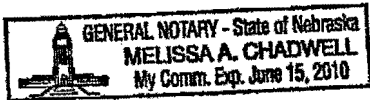
The foregoing instrument was acknowledged before me this 26th day of June, 2007 by GLORIA LEIFERMAN.



Sandra Willmott
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

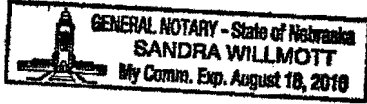
The foregoing instrument was acknowledged before me this 18th day of June, 2007 by PATSY MARR.



Melissa A. Chadwell
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of July 2007 by JOANN BOUDA.



Sandra Willmott
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17 day of July 2007 by A. D. GOLDSTEIN.



Sandy Kasada
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

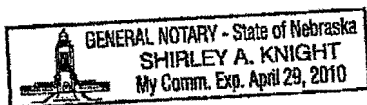
The foregoing instrument was acknowledged before me this 17 day of July 2007 by JUDITH GOLDSTEIN.



Sandy Kasada
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 8th day of August 2007 by RICHARD VASY.



Shirley A. Knight
Notary Public

Mary A. Reis
Mary A. Reis, Lot 8

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of June, 2007 by MARY A. REIS.

Sandy Kasada
Notary Public

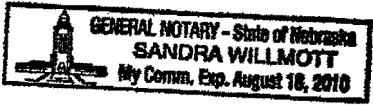


Jerold Dann
Jerold Dann, Lot 11

Janey W. Dann
Janey W. Dann, Lot 11

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

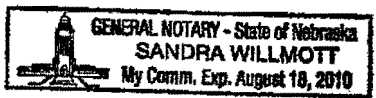
The foregoing instrument was acknowledged before me this 9th day of July, 2007 by JEROLD DANN.




Sandra Willmott
Notary Public

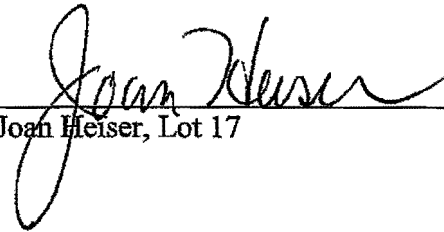
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of July, 2007 by JANEY W. DANN.



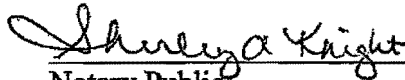
Sandra Willmott
Notary Public

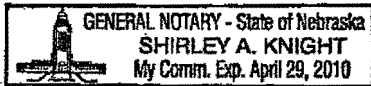

Thomas Otepka, Lot 17


Joan Heiser, Lot 17

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

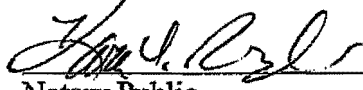
The foregoing instrument was acknowledged before me this 1st day of August, 2007 by THOMAS OTEPKA.

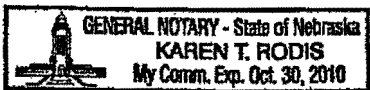

Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of AUGUST, 2007 by JOAN HEISER.


Notary Public



Barbara Wimbush

Barbara Wimbush, Lots 23 and 24

STATE OF ILLINOIS)
) ss.
COUNTY OF Jo Daviess)

This instrument was acknowledged before me on this 11th day of August, 2007 by BARBARA WIMBUSH.

Monica M. Hoppman

Notary Public



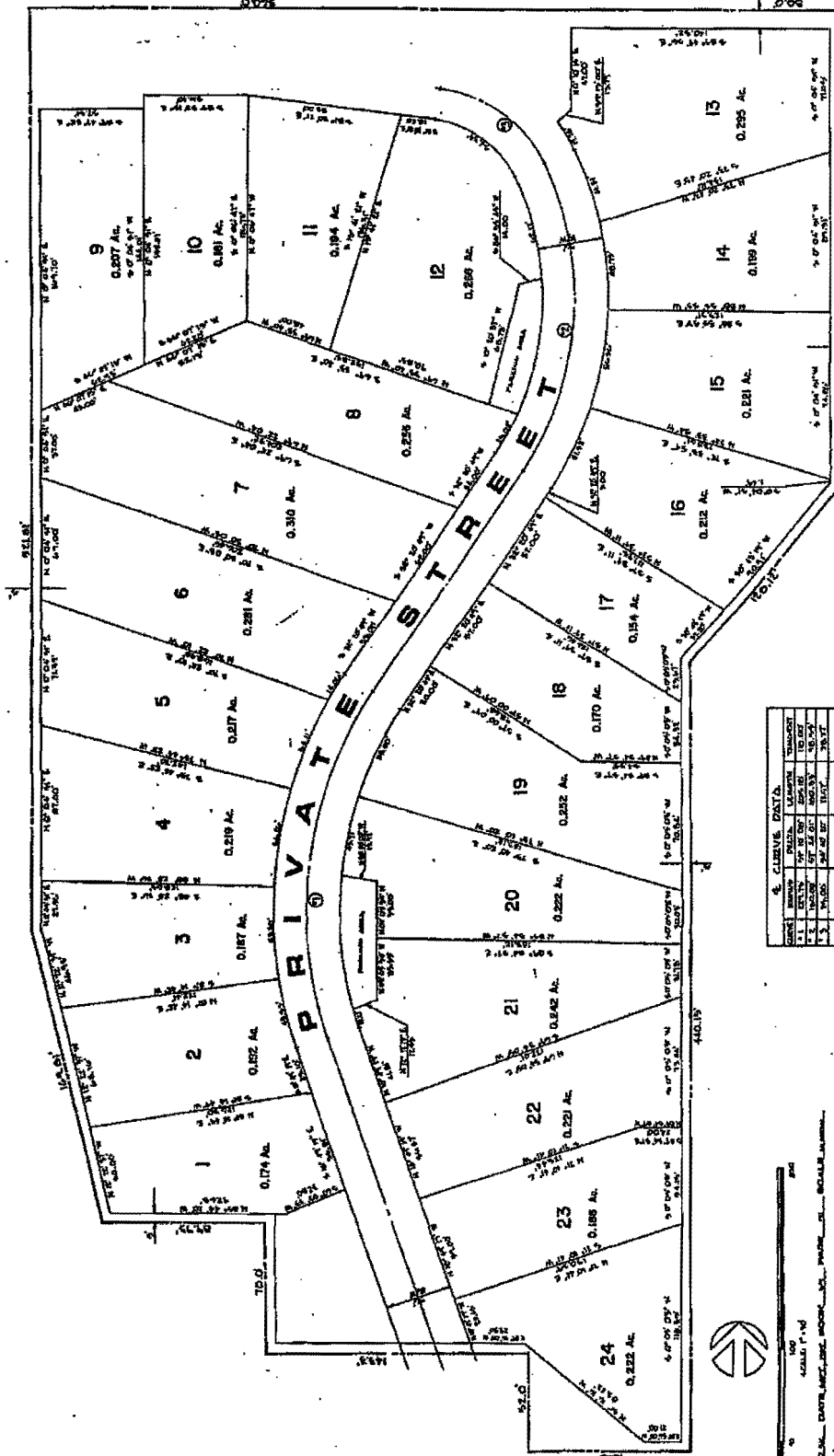
EXHIBIT A

Lots 1 through 24, inclusive, Bloomfield Townhomes, a condominium property regime, as amended, in Douglas County, Nebraska.

EXHIBIT B

BLOOMFIELD TOWNHOMES

A CONDOMINIUM PROPERTY REGIME



% CLERK'S DATA			
UNIT	AREA	PERCENTAGE	AMOUNT
1-24	6.87	100%	6.87
1-24	6.87	100%	6.87
1-24	6.87	100%	6.87

SCALE 1"=40'

PROPERTY REGIME: BLOOMFIELD TOWNHOMES CONDOMINIUM PROPERTY REGIME

DRAWN BY: J. J. ZIMMERMAN

DATE: 10/15/88

PROJECT: BLOOMFIELD TOWNHOMES

REVISIONS: 1. 10/15/88 - INITIAL PLAN

2. 11/15/88 - REVISED PLAN

3. 12/15/88 - REVISED PLAN

4. 1/15/89 - REVISED PLAN

5. 2/15/89 - REVISED PLAN

6. 3/15/89 - REVISED PLAN

7. 4/15/89 - REVISED PLAN

8. 5/15/89 - REVISED PLAN

9. 6/15/89 - REVISED PLAN

10. 7/15/89 - REVISED PLAN

11. 8/15/89 - REVISED PLAN

12. 9/15/89 - REVISED PLAN

13. 10/15/89 - REVISED PLAN

14. 11/15/89 - REVISED PLAN

15. 12/15/89 - REVISED PLAN

16. 1/15/90 - REVISED PLAN

17. 2/15/90 - REVISED PLAN

18. 3/15/90 - REVISED PLAN

19. 4/15/90 - REVISED PLAN

20. 5/15/90 - REVISED PLAN

21. 6/15/90 - REVISED PLAN

22. 7/15/90 - REVISED PLAN

23. 8/15/90 - REVISED PLAN

24. 9/15/90 - REVISED PLAN



UNIT 13: 0.295 AC.

UNIT 14: 0.189 AC.

UNIT 15: 0.221 AC.

UNIT 16: 0.212 AC.

UNIT 17: 0.154 AC.

UNIT 18: 0.170 AC.

UNIT 19: 0.232 AC.

UNIT 20: 0.222 AC.

UNIT 21: 0.148 AC.

UNIT 22: 0.221 AC.

UNIT 23: 0.188 AC.

UNIT 24: 0.222 AC.

UNIT 9: 0.207 AC.

UNIT 10: 0.181 AC.

UNIT 11: 0.194 AC.

UNIT 12: 0.259 AC.

UNIT 6: 0.281 AC.

UNIT 7: 0.310 AC.

UNIT 8: 0.255 AC.

UNIT 5: 0.271 AC.

UNIT 4: 0.219 AC.

UNIT 3: 0.187 AC.

UNIT 2: 0.232 AC.

UNIT 1: 0.174 AC.