

receiver during foreclosure. The Association shall have the power to bid in the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

c) Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of this mortgage or encumbrance within the necessity of having to record a notice of claim of such lien. The Association shall report to the Mortgagee of a Condominium Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

d) The recorded lien may be released by recording a Release of Lien signed by one of the members of the Association's Board of Directors, by one of the officers of the Association on behalf of the Association, or any Managing Agent employed by the Board of Directors and shall be recorded in the Recorder's Office for Douglas County, Nebraska.

e) Notwithstanding any of the foregoing provisions, any First Mortgagee who obtains a title to a Condominium Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clear of all Common Expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

7.10 Ascertainability of Unpaid Common Expenses. The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts which statement shall be conclusive upon the Association in favor of all persons who rely therein in good faith. Unless such request shall be complied with within ten (10) days after receipt of such written request, all unpaid Common Expenses which become due prior to the date of such request will be subordinate to the rights of the person requesting such statement.

7.11 Priorities of Association and Recreational and Maintenance Association Lien for Common Expenses.

The Owner of a Condominium Unit may create a junior deed of trust or mortgage (junior) to the lien of the First Mortgage or Deed of Trust, liens or encumbrances of the Condominium Unit; provided, however, that any such junior mortgage, deed of trust, liens or encumbrances, which is made after the recordation of this Declaration, will always be subordinate to the prior and paramount lien of the Association for Common Expenses and all of the terms, conditions, covenants, restrictions, uses, limitation and obligations under this Declaration and By-Laws and provided, further, that such junior encumbrances shall be released for purposes of restoration of any improvements upon the encumbered Condominium Unit, all of the Unit Owner(s) rights, title and interest in and to the proceeds under all

insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

ARTICLE VIII - INSURANCE - DAMAGE, DESTRUCTION AND RECONSTRUCTION

8.1 Scope of Coverage. The Association shall maintain, to the extent reasonably available, the following insurance coverage:

a) Property insurance on the Common Elements and Units insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements and Units, as determined by the Board of Directors; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy. For insurance purposes only, all in laid carpet and wallpaper and all other fixtures permanently affixed to a Unit, shall be included in the master insurance policy held by the Association.

b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than One Million Dollars (\$1,000,000.00) per injury or injuries, including death, arising out of a single occurrence; Fifty Thousand Dollars (\$50,000.00) property damage, or in the alternative, a liability policy affording coverage for bodily injury and property damage with a combined single limit in an amount not less than One Million Fifty Thousand Dollars (\$1,050,000.00). The policy or policies shall cover the Association, the Association's Board of Directors and the officers of the Association, all agents and employees of the Association and all Owners and other Persons entitled to occupy any Unit or other portion of the Condominium Unit for occurrences commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Common Elements or other portion of the Condominium which the Association has the responsibility to maintain and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owner as a group to an Owner.

c) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

d) The insurance policies purchased by the Association, to the extent reasonably available, contain the following provision:

(i) Each Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or their membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to the Owners and members of their household.

(iii) No act or omission by any Owner, unless acting within the scope of their authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(vi) Statement of the name of the insured as Oak Hills Highlands Association, Inc. for the use and benefit of the individual Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance a standard mortgagee clause providing that the insurance carrier shall notify the First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.

e) "Agreed Amount" and "Inflation Guard" endorsements.

f) It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the policy enforced is adequate to meet the need of the Association and to satisfy the requirement of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed, by the Board's Managing Agent requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association as set forth herein and satisfies the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such improvements, or betterment's or personal property within the Unit as its own expense. Each policy may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost.

8.2 Certificate of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each First Mortgagee who is listed as a scheduled holder of a First Mortgage in the insurance policy.

8.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Elements and shall be paid for by the Association.

8.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent an Owner from obtaining insurance for their own benefit and at their own expense covering their Unit, personal property and providing personal liability coverage.

8.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 8.6 and 8.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements and Units, and Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of records after the Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

8.6 Use of Insurance Proceeds. In the case of fire or any disaster, the insurance proceeds, if sufficient to reconstruct any building so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the building, as used herein, means restoring the insured building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

8.7 Procedure where Insurance Proceeds are Insufficient. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the Condominium Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days from the date of damage or destruction, the Association may record a notice setting forth such facts; and upon the recording of such notice:

- a) The property shall be deemed to be owned in Common by the Condominium Unit Owners;
- b) The undivided interest in the property owned in Common which shall appertain to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements.
- c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the property as provided herein; and
- d) The property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund, and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the property, after the first paying out of the respective share of the Condominium Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Condominium Unit Owner.

8.8 Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or Persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit or Unit and the Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.1 Effective Covenants. Each Unit Owner, and any grantee of a Unit Owner, by the acceptance of a deed of conveyance, shall accept the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest of estate in said property, and shall inure to the benefit of such Condominium Unit Owner on like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

9.2 Waiver. No covenant, restriction, condition or provision of this Declaration and in the By-Laws shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

9.3 Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and By-Laws herein contained, as the case may be, shall not render the remainder of the Declaration invalid, nor any other part therein contained.

ARTICLE X-CONDEMNATION

Each Unit Owner, by acceptance of a deed for his or her Unit, irrevocably appoints the Association as his or her attorney-in-fact in his or her name, place and stead to deal with any condemning authority. The Association shall have the power to negotiate, settle, litigate or otherwise agree to the amount of the condemnation award or damages. Any proceeds received by the Association shall be payable to the Association for the benefit of the Unit Owners and their Qualified Lenders. Any distribution made shall be made in accordance with the Act. The Association shall promptly notify any Qualified Lender of any taking in condemnation or by eminent domain which effects its interest.

ARTICLE XI - AMENDMENT AND TERMINATION

11.1 Amendment, Modification. Except as to any modification or amendment with respect to percentage interest or termination of the Condominium Regime, the Declaration may be amended by the vote or agreement of seventy-five (75%) percent of the Unit Owners; provided, however, that this Declaration and By-Laws shall at all times contain the minimum requirements imposed by the Act and any amendments thereto.

11.2 Termination. The Condominium created hereunder, and in the Declaration and By-Laws herein shall not be terminated except with the written acknowledged consent of seventy-five percent (75%) of the Condominium Unit Owners, together with the written acknowledged consent of fifty-one percent (51%) Qualified Lenders or other holders of

obligations secured by any recorded mortgage or deed of trust against the Condominium property or any Unit therein contained, and such termination shall be effective when duly recorded in the office of the Recorder of Deeds in the county in which said property is situated, and upon such recording:

a) The property shall be deemed to be owned in common by the Condominium Unit Owner;

b) The undivided interest in the property owned in common which shall appertain to each Condominium Unit shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements;

c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest in the Condominium Unit Owners in the property as provided herein; and

d) The property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of sale shall be considered as one fund and shall be divided among all Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the property, after first taking out the respective shares of the Condominium Unit Owners, to the extent sufficient for that purpose, all liens on the undivided interest in the property owned by each Condominium Unit Owner.

IN WITNESS WHEREOF, Oak Hills Highlands Association, Inc. has cause these presents to be signed by its authorized Officer, which is effective on the day and year first above written.

OAK HILLS HIGHLANDS ASSOCIATION, INC., a Nebraska non-profit corporation,

By: Donald Mangan
Donald Mangan, President

ATTESTED TO BY:

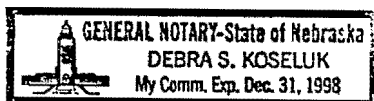
By: Carolyn King
Carolyn King, Secretary

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Donald Mangan, President of Oak Hills Highlands Association, Inc., known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of the corporation.

Witness my hand and Notarial Seal this 21 day of May, 1998.

Debra S. Koseluk
Notary Public



BE IT RESOLVED, notwithstanding any language to the contrary contained in the Revised Declaration and Master Deed of Oak Hills Highlands Condominium Property Regime Nos. 2 and 3, Oak Hills Highlands Association, Inc. shall replace all of the windows in the Units located in Oak Hills Condominium Property Regime Nos. 2 and 3 at its expense, for the reason the work was contemplated prior to the Declaration revisions and was actually completed in Oak Hills Condominium Property Regimes No. 1. The responsibility of the repair and replacement of the windows in the Units thereafter shall be the Unit Owner's responsibility pursuant to the terms of the Revised Declaration and Master Deed of Oak Hills Highlands Condominium Property Regimes Nos. 1, 2 and 3. Further, the Revised Declaration and Master Deed of Oak Hills Highlands Regime Nos. 2 and 3 were approved by the Members of the Association based upon this condition.

EXHIBIT "A"

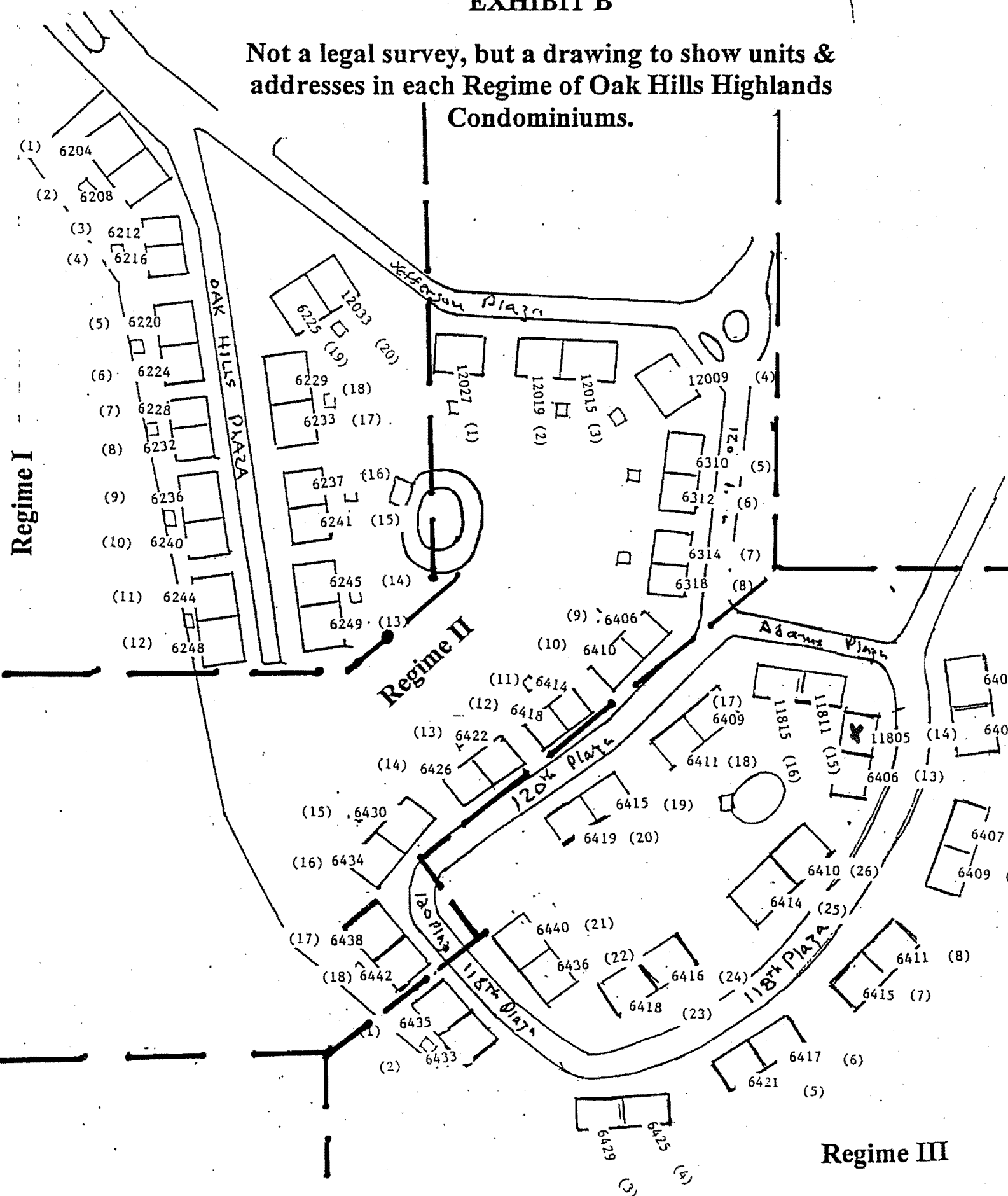
LEGAL DESCRIPTION

Part of the SE 1/4 of Section 7, and part of the SW 1/4 of Section 8, all in Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said SE 1/4; thence South on the East line of said SE 1/4, 238.22 feet (Legal); thence West 46.57 feet (Legal); thence S 56° 41' 05" W, 620.15 feet (Legal), said point being on the Easterly R.O.W. line of Oak Hills Drive; thence S 42° 19' 00" E, 360.00 feet (Legal & Measured); thence S 61° 33' 33" E, 197.98 feet (Legal & Measured) to the point of beginning; thence S 83° 03' 14" E, 246.95 feet (Legal & Measured); thence S 08° 42' 09" W, 275.06 feet (Legal & Measured); thence S 34° 42' 15" W, 133.04 feet (Legal & Measured); thence S 51° 12' 28" W, 218.06 feet (Legal & Measured) to the point of beginning; thence N 63° 55' 48" E, 159.82 feet; thence N 44° 10' 33" E, 155.54 feet; thence S 67° 08' 12" E, 126.67 feet; thence S 24° 53' 57" E, 145.24 feet; thence S 49° 31' 31" E, 73.65 feet; thence N 40° 28' 08" E, 34.85 feet; thence S 48° 38' 40" E, 114.82 feet; thence S 42° 32' 01" W, 210.89 feet (Measured); S 41° 55' 20" W (Legal); thence S 66° 37' 32" W (Measured); S 67° 28' 39" W (Legal) 387.66 feet (Legal & Measured); thence N 63° 16' 05" W, 140.18 feet (Measured), N 63° 23' 21" W, 140.27 feet (Legal); thence N 44° 02' 05" W, 103.91 feet (Measured), N 44° 11' 01" W, 103.91 feet (Legal); thence N 45° 59' 53" E, 126.12 feet (Measured); thence N 45° 58' 56" E, 126.04 feet (Legal); thence N 27° 00' 32" W, 85.56 feet; thence N 25° 23' 25" E, 115.03 feet to the point of beginning. (Containing 5.22 acres more or less).

Together with all easement rights granted to the owners, occupants and users of this condominium regime a perpetual non-exclusive vehicular, pedestrian and utility easement over, under and upon said drive and passageway areas shown as "Oak Hills Plaza", "South 118th Plaza", "Jefferson Plaza", "Adams Plaza" and "South 120th Plaza" on said attached condominium plats.

EXHIBIT B

Not a legal survey, but a drawing to show units & addresses in each Regime of Oak Hills Highlands Condominiums.



Regime III

EXHIBIT "C"

<u>Address</u>	<u>Unit Number</u>	<u>Allocated Interest in Common Elements</u>
6435 South 118 th Plaza	1	4.07%
6433 South 118 th Plaza	2	4.07%
6429 South 118 th Plaza	3	4.43%
6425 South 118 th Plaza	4	4.43%
6421 South 118 th Plaza	5	4.07%
6417 South 118 th Plaza	6	4.07%
6415 South 118 th Plaza	7	3.07%
6411 South 118 th Plaza	8	3.07%
6409 South 118 th Plaza	9	3.07%
6407 South 118 th Plaza	10	3.07%
6405 South 118 th Plaza	11	4.43%
6403 South 118 th Plaza	12	4.43%
6406 South 118 th Plaza	13	4.07%
11805 Adams Plaza	14	4.07%
11811 Adams Plaza	15	4.07%
11815 Adams Plaza	16	4.07%
6409 South 120 th Plaza	17	3.07%
6411 South 120 th Plaza	18	3.07%
6415 South 120 th Plaza	19	4.07%
6419 South 120 th Plaza	20	4.07%
6440 South 120 th Plaza	21	4.07%
6436 South 120 th Plaza	22	4.07%
6418 South 120 th Plaza	23	3.07%
6416 South 120 th Plaza	24	3.07%
6414 South 120 th Plaza	25	4.44%
6410 South 120 th Plaza	26	4.44%
		<u>100%</u>