

I

MASTER DEED

THIS MASTER DEED AND DECLARATION made this 8 day of November, 1973 by HAL GROVE, INC., a Nebraska corporation (herein called "Developer"), 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 OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 1.

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

Part of the SE 1/4 of Section 7 and part of the SW 1/4 of Section 8, all in T14N, R12E 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, 138.22 feet (Legal); thence West 46.57 feet (Legal); thence S 56°41'05" W, 620.15 feet (Legal) to the point of beginning, said point being on the Easterly R.O.W. line of vacated Oak Hills Drive; thence S 42°19'00" E, 360.00 feet (Legal & Measured); thence S 61°33'33" E, 104.98 feet (Legal & Measured); thence S 18°36'07" W, 129.89 feet (Legal & Measured); thence S 05°25'53" E, 89.83 feet (Legal & Measured); thence S 81°38'04" E, 129.66 feet (Legal & Measured); thence S 04°35'08" W, 99.85 feet (Legal & Measured); thence S 87°04'55" W, 109.13 feet (Legal & Measured); thence S 05°23'41" E, 82.81 feet (Legal & Measured); thence S 81°32'25" W, 244.44 feet (Legal & Measured); thence N 08°34'31" W, 362.69 feet (Legal & Measured); thence N 08°29'48" W, 363.17 feet (Legal); thence N 10°47'13" W, 91.89 feet (Legal); thence N 10°49'47" W, 92.01 feet (Legal); thence N 27°39'20" W, 189.39 feet (Legal); thence N 27°50'45" W, 189.56 feet (Legal); thence N 45°52'24" E, 106.97 feet (Legal); thence N 45°45'52" E, 107.16 feet (Legal) to a point on the westerly R.O.W. line of said Oak Hills Drive; thence N 02°23'50" E, 80.02 feet (Legal); thence N 02°20'09" E, 80.19 feet (Legal) to the point of beginning (Containing 4.27 acres more or less).

Subject to a perpetual vehicular and pedestrian easement hereby reserved by Developer over the area shown as Roadway Easement (RE) on the
*(Continued on reverse of Page 5)

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 ten buildings with a height of not more than 1 1/2 stories plus basement. The buildings will contain a total of twenty apartments which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 47,474.92 square feet and the total land area aggregates 186,001.2 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:

A swimming pool and all related equipment;
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 apartment buildings except that exterior screening, window glass, storm doors and exterior doors including garage doors shall not be common elements; the

the foundations, exterior walls and party walls, roofs, yards and gardens, except that any yard areas and equipment that may be included within individual apartment patios and individual apartment fences as delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the interior of the apartments as shown on the attached plans; common water meters and common chimney flues used by more than one apartment. The air conditioning compressor supplying coolant for each apartment is not a common element but is a part of each such apartment and shall be maintained and replaced as needed by each co-owner. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment and the exterior portions thereof which have been excluded from the above definition of common elements including specifically, but not limited to, exterior glass, screens, storm doors, entry doors and garage doors; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and replacements of the parts of the exterior of his apartment which are herein excluded from the common elements and are thereby included within the individual apartment definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total basic value of the entire condominium regime is \$1,128,800.00 , 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 Number</u>	<u>Basic Value</u>	<u>Percentage</u>	<u>Apartment Number</u>	<u>Basic Value</u>	<u>Percentage</u>
1	\$63,910.00	5.66			
2	63,910.00	5.66			
3	47,310.00	4.19			
4	47,310.00	4.19			
5	55,610.00	4.93			
6	55,610.00	4.93			
7	55,610.00	4.93			
8	55,610.00	4.93			
9	55,610.00	4.93			
10	55,610.00	4.93			
11	63,910.00	5.66			
12	63,910.00	5.66			
13	55,610.00	4.93			
14	55,610.00	4.93			
15	47,310.00	4.18			
16	47,310.00	4.18			
17	63,910.00	5.66			
18	63,910.00	5.66			
19	55,610.00	4.93			
20	55,610.00	4.93			

Note Amendment attached listing correct ownership percentages

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 HIGHLANDS 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 regime 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 contract 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 the county wherein the condominium is located, 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 co-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 co-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 against any subsequent transfer. Any co-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 co-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, or to a deed to a mortgagee in lieu of foreclosure.

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 the **By-Laws** of said condominium which are 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 co-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 co-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 co-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.

i) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the 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 and restriction by the Association.

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

1) To a co-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.

k) The swimming pool described in Paragraph 5 and shown on the attached plans may be used by the future owners and occupants of the 4.97-acre tract of land adjoining on the South and West which is to be developed as a condominium regime; the conditions and price for such use to be determined by contract to be negotiated between the Associations governing the respective condominiums; said adjoining real estate being described as follows: Part of the SE 1/4 of Section 7 and Part of the SW 1/4 of Section 8, all in T14N, R12 E 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, 138.22 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 vacated Oak Hills Drive; thence S 42°19'00" E, 360.00 feet (Legal & Measured); thence S 61°33'33" E, 104.98 feet (Legal & Measured) to the point of beginning; thence S 61°33'33" E, 93.00 feet (Legal & Measured); 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); thence S 25°23'25" W, 115.03 feet (Legal & Measured); thence S 27°00'32" E, 85.56 feet (Legal & Measured); thence S 45°58'56" W, 126.04 feet (Legal & Measured); thence N 44°02'05" W, 153.00 feet (N 44°11'01" W Legal); thence N 24°02'48" W, 160.48 feet (N 24°01'54" W, 160.49 feet Legal); thence N 08°34'31" W, 150.00 feet (N 08°29'48" W Legal); thence N 81°32'25" E, 244.44 feet (Legal & Measured); thence N 05°23'41" W, 82.81 feet (L & M); thence N 87°04'55" E, 109.13 feet (Legal & Measured); thence N 04°35'08" E, 99.85 feet (Legal & Measured); thence N 81°38'04" W, 129.66 feet (Legal & Measured); thence N 05°25'53" W, 89.83 feet (Legal & Measured); thence N 18°36'07" E, 129.89 feet (Legal & Measured) to the point of beginning (Containing 4.97 acres more or less).

1) Developer reserves the right to use any apartments owned by it as model homes and closing facilities until completion of sales by Developer of all apartments or homes to be constructed within this condominium and within the 37.39 acres referred to in Paragraph 2 above.

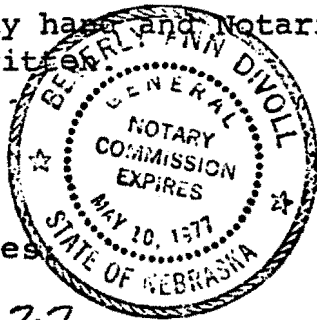
EXECUTED the date first-above written.

HAL GROVE, INC.

By: Harold E. Grove
President

STATE OF NEBRASKA) On the date first-above written before me, the
)ss. undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came HAROLD E. GROVE, President
of Hal Grove, Inc., (a corporation) to me personally known to be the
President and the identical person whose name is affixed to the above
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 and that the Corporate Seal of the said Corporation was
thereto affixed by its authority.

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



Beverly Ann Divoll
Notary Public

My Commission Expires

May 10, 1977

*(Continuation of description in Paragraph 2 from Page 1)
Condominium Building Plans attached to this Master Deed; the Developer hereby reserving the right to hereafter grant one or several easements over said Roadway Easement area in favor of the future owners, occupants and users of the approximately 37.39 acres of land adjoining the parcel first-above described and located in the approximate center of the front nine of the Oak Hills Country Club golf course.

Hereby also granting to the owners, occupants and users of this condominium regime a perpetual non-exclusive vehicular and pedestrian easement over the following-described real estate shown on the attached Plans as Oak Hills Drive (private drive): The Easterly 5.0 feet of Lot 86, Oak Hills of Millard II, together with the vacated Oak Hills Drive and the Westerly 5.00 feet of Parcel "C" (Golf Course), in Douglas County, Nebraska more particularly described as follows: Beginning at the Northeasterly corner of Lot 86, Oak Hills of Millard II, thence Westerly along an 865.00 foot radius curve to the right an arc distance of 5.00 feet; thence Southeasterly along a 925.00 foot radius curve to the left an arc distance of 277.37 feet to a point of reverse curvature thence continuing Southeasterly on a 513.96 foot radius curve to the right an arc distance of 24.99 feet; thence North 02°30'09" East a distance of 80.19 feet; thence Northwesterly on a 865.00 foot radius curve to the right an arc distance of 231.97 feet to the Southwesterly right of line of Golfing Green Drive; thence Southwesterly along the said right-of-way line along a 865.00 foot radius curve to the right an arc distance of 55.02 feet to the point of beginning.

FIRST AMENDMENT TO MASTER DEED
CREATING
OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 1

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 1491, Page 619, 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 4 of said Master Deed is hereby partially amended to increase the total ground floor area of all buildings including garages from 47,474.92 square feet to 49,976.33 square feet.

2) The condominium building plans referred to in said Paragraph 4 and attached to said original Master Deed are hereby wholly amended by substituting the attached building plans sheets one through six for the building plans attached to said original Master Deed.

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

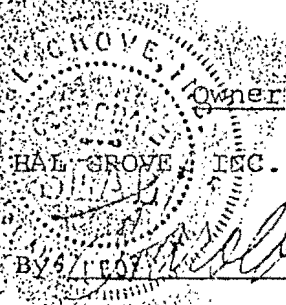
"6) The total value of the entire condominium regime is \$1,112,200.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

<u>Apartment Number</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
1	\$63,910.00	5.75
2	63,910.00	5.75
3	47,310.00	4.25
4	47,310.00	4.25
5	55,610.00	5.00
6	55,610.00	5.00
7	55,610.00	5.00
8	55,610.00	5.00
9	55,610.00	5.00
10	55,610.00	5.00
11	63,910.00	5.75
12	63,910.00	5.75
13	55,610.00	5.00
14	55,610.00	5.00
15	47,310.00	4.25
16	47,310.00	4.25
17	55,610.00	5.00
18	55,610.00	5.00
19	55,610.00	5.00
20	55,610.00	5.00
		100 %

4) 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).

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

EXECUTED this 18th day of August, 1975.



Apartment Owned In Oak Hills Highlands Condominium Property Regime No. 1

Apartment #5
Apartments 14-15-16-17-18-
#8

Tom H. Moore)

Apartment #3

Clifford C. Roberts M.D.)

Apartment #19

Margie J. Pinkerton)

Ernst J. Helms)

Apartment #4

J. E. Schlitzfeld)

Apartment #5

Janice E. Schlitzfeld)

Merwin T. Hopkins)

Apartment #6

Karl W. Hopkins)

Gerald L. Bowman)

Apartment #9

Sally Ann Bowman)

Lyle R. Nelson)

Apartment #10

Lyle R. Nelson)

[Signature])

Apartment #11

James E. Nicker)

Walter H. [Signature])

Apartment #12

Maria D. Seidel)

Evelyn M. Vance)
_____)

Apartment # 20 _____

~~_____~~)
~~Sean L. Hanks~~)

Apartment # 7 _____

William R. Long)
Laura B. Long)

Apartment 12 _____

Paul L. Merker)
_____)

Apartment 2 _____

~~_____~~)
David A. Grove)

Apartment 1 _____

SECOND AMENDMENT TO MASTER DEED
CREATING
OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 1

The undersigned are the owners of more than 75% 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 1491, Page 619, in the Register of Deeds of Douglas County, Nebraska as partially amended by the First Amendment to Master Deed, and the undersigned hereby partially amend said Master Deed as follows:

1) Subparagraph f) of Paragraph 7 of said Master Deed is hereby wholly deleted and in place thereof, the following provisions are hereby substituted:

"7 f) No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease."

2) Subparagraph g) of Paragraph 7 of said Master Deed is hereby partially amended by adding thereto the following provisions:

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"7 g) Unless a greater number is required by law, 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 any alteration, deletion or amendment to this Master Deed; provided that such change shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing."

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

EXECUTED this 1st day of February, 1977.

Apartment Owned In Oak Hills
Highlands Condominium Property
Regime No. 1

Harold B. Grace)
Joyce J. Grace)
Paul L. Miller)
Tom H. Moore)
Ernst J. Hansen)

Apartment #1

Apartment #2

Apartment #3

Apartment #4

Owner

Apartment Owned in Oak Hills
Highlands Condominium
Property Regime #1

Jay E. Schottelkopf)
Janice E. Schottelkopf)

Apartment #5

Norris H. Hopkins)
Wesley H. Hopkins)

Apartment #6

Edward T. Hanks)
Sean T. Hanks)

Apartment #7

Thomas M. Marzetta)
Raige Mottishaw)

Apartment #8

Sally Ann Burman)
Henry R. Burman)

Apartment #9

Lyle E. Nelson)
Spore E. Nelson)

Apartment #10

Thomas E. Nisker)
Michelle)

Apartment #11

William F. Seidel)
Marcia D. Seidel)

Apartment #12

Anna B. Lee)
Laura B. Lee)

Apartment #13

Donna M. Kelly (BTS))
(Mrs. Janet J. Kelly))

Apartment #14

Edwin L. Jones)
Richard L. Jones)

Apartment #15

Robert W. Thompson)
Trudi A. Thompson)

Apartment #16

_____)
_____)

Apartment #17

Owner

Apartment Owned in Oak Hills
Highlands Condominium
Property Regime #1

Mary J. Collins
Marjorie Pinkerton
Clifford C. Pinkerton
Jerome V. Vanico
Ethel Nelson Vanico

Apartment #18

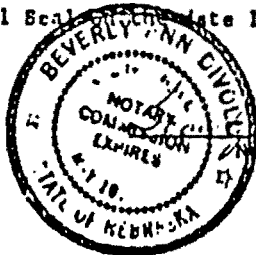
Apartment #19

Apartment #20

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 Harold E. Grove, Joyce J. Grove, Paul L. Merker, Tom H. Moore, Evert S. Sibbersen, Fay E. Schlotfeldt, Janice E. Schlotfeldt, Nevin W Hopkins, Ruth Hopkins, Leonard T. Hanks, Jean L. Hanks, Thomas M. Moriarty, Zaiga Moriarty, Sally Ann Bowman, Jerry L. Bowman, LuRee E. Nelson, Grove E. Nelson, June C. Nisker, Meyer Nisker, William H. Seidel, Marcia D. Seidel, William B. Leacox, Laura B. Leacox, Donna Neely Potts, Elaine E. Jones, Richard S. Jones, Robert L. Ottemann, Linda A. Ottemann, Albert Collins, Mary J. Collins, Marjorie J. Pinkerton, Clifford C. Pinkerton, Jerome V. Vanico and Ethel Nelson Vanico, 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 acknowledge the execution thereof to be their voluntary act and deed.

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



Beverly Ann Cincich
Notary Public

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RECEIVED
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 COUNTY OF DOUGLAS
 BOOK 581
 PAGE 182
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