

**RESTATED MASTER DEED CREATING
CRYER CREST TOWNHOMES CONDOMINIUM PROPERTY REGIME**

THIS MASTER DEED AND DECLARATION made this 22nd day of March, 2001, by CRYER CREST TOWNHOMES CONDOMINIUM PROPERTY REGIME, 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 et. seq., R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Cryer Crest Townhomes Condominium Property Regime.
2. The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

Lots 8, 9, 10 and 11, Block 6, Happy Hollow View Addition, an addition in Douglas County, Nebraska as surveyed, platted and recorded a/k/a Units 1-27, inclusive, Cryer Crest Townhomes Condominium Property Regime, Omaha, Douglas County, Nebraska.
3. Any prior Master Deeds, and Amendments to any prior Master Deeds, including, but not limited to, the Master Deed located in Book 1467 Page 463 and the First Amendment to the Master Deed located in Book 572 Page 76 in the Register of Deeds of Douglas County are hereby rescinded and revoked; provided, however, Paragraph 4 of the Master Deed in Book 1467 Page 463 is hereby adopted and approved along with the plans referenced in that Paragraph.
4. The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached Bylaws.

5. The condominium regime will consist of 17 buildings, which will vary, in height from one to two stories. The buildings will contain a total of 27 units, 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 building (including garages) aggregates 32,236 square feet and the total land area aggregates 145,799 square feet. Said buildings and improvement together with their location on the land and the area and location of each unit are more particularly described in the plans, which are attached hereto and recorded with this Master Deed.

6. The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings except for screening, windows, storm windows and exterior doors including garage doors, exterior water taps which may be used by the co-owners' association for watering and maintenance of common areas; the foundations, common walls, roofs, guttering, chimney caps, yards and gardens, except that any yard areas that may be included with patios or decks 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 units as shown on the attached plans. Air conditioning compressors or units or heat pumps are not common elements but are part of each townhome and shall be maintained and replaced as needed by each owner. Each unit owner shall be responsible for the repair, maintenance and replacement of all exterior windows and doors including garage doors and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof at such time as painting is deemed necessary by the Board on every unit. If any owner fails to repair, maintain or replace the exterior of an owner's unit as required in this Master Deed and the Bylaws described below, the Association may perform such work, invoice the owner therefore and secure and enforce a claim

and lien therefore against the owner and his unit in like manner as a delinquent assessment for common element expense.

7. It shall be deemed that the percentage which each unit shall share in the expenses or assessments shall be equal. Each unit's entitlement for repair under insurance policies or proceeds shall be governed by the terms of such insurance policies. The original total value of the entire condominium regime was \$822,000.00.
8. 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. Cryer Crest Townhomes Associations, 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 Bylaws of said Association are also the Bylaws of this condominium and are recorded simultaneously herewith.
 - 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 Board of Directors 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 Board of Directors 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 unit and inseparable from unit 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 Bylaws. 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 from the due date at the highest rate which is not usury under the laws of the State of Nebraska 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 unit and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments. Any co-owner failing or refusing to make any such payment shall be liable to the Association for all costs and attorney fees and reasonable administrative expenses in collecting any amount owed.

c. Each co-owner shall be responsible:

(1) To maintain, repair and replace at his expense all portions of his unit 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 unit 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 unit shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No unit may be subdivided into a smaller unit nor any portion thereof sold or transferred. No unit may

be combined in whole or in part with other units or sold or transferred as such.

- e. No practice or use shall be permitted on the condominium property or in any unit, which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property, including, but not limited to, frequent traffic from vendors or customers in connection with a home office. Except with special advance authorization of the Board, no vehicles shall be parked on the common elements, except designated parking areas and no vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the property shall be allowed in the condominium regime. No vehicles shall be parked or stored on blocks or other such devices on the common elements or other portion of the condominium regime. No vehicles shall be parked as to obstruct the fire lanes or roadways as may exist within the condominium regime. The Board is expressly authorized to tow away, at the offending owner's expense, any vehicle referred to in this section which is in violation hereof or which is placed on the common elements in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles used primarily for commercial purposes shall be stored, allowed to remain, or parked on the condominium, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association or Board of Directors. The above and foregoing list does not limit the list of annoyances. The list of annoyances may be broader than the list as mentioned and the Board or Association may adopt rules pertaining to specific annoyances. All portions of the property and of the units 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 regulation of the Association.

- f. No unit owner may sell or lease his unit or any interest therein without prior notice to the Association. This provision shall not affect transfer by death, but any person inheriting such unit shall be subject to the restrictions herein on subsequent transfer. An owner intending to make a sale or lease of his unit shall give the Association written notice thereof together with the proposed price and terms of such sale or lease, also providing, if engaged, the name of real estate listing agent, his/her company name and phone number. In event of sale, the treasurer of the Board shall provide to the listing agent a copy of the Master Deed and Bylaws, an authorization form for electronic deposit of monthly assessment by new owner, and any other such Association documents as required by law and as would apply to the ownership of a townhome in Cryer Crest, to be presented to the new owner at time of transfer of the deed or earlier if required.
- g. The condominium regime and all units therein are intended for the sole occupancy of the owners thereof as provided in "8d." above; provided, however, units may be leased or rented subject to written notice to and approval by the Association Directors as hereinafter set forth. Only a maximum of four (4) units or 15% of the total condominium regime, whichever is less, may be leased or rented at any one time. Any unit owner desiring to lease or rent his/her unit under the subparagraph shall advise the Association directors in writing thereof no later than sixty (60) days prior to the proposed effective date of any such lease or rental. The Directors shall thereupon determine the total number of units being leased or rented thereunder and, to the extent less than four (4) units or 15% of the condominium regime, whichever is less is so leased or rented, shall permit such proposed lease or rental so long as it does not exceed the maximum amount allowed above. Otherwise, such proposed lease or rental shall be rejected. The owner must provide a copy of the current lease/rental agreement to the Board, and all lessees/renters must abide by the condominium Master Deed and Bylaws rules and regulations.

- h. Co-owners representing three-fourths or more of the total units of the condominium regime may at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed; 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.
- i. For all purposes in the Master Deed and Bylaws, each unit shall only be entitled to one vote whether such unit has one or more owners.
- j. This condominium regime may be terminated or waived by written agreement of unit owners representing three-fourths or more of the total units of the condominium regime 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 unit owner, but if co-owners representing three-fourths of the total units of the condominium regime agree in writing to sell or otherwise dispose of the condominium property, then all unit 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.
- k. Special Provisions. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors shall be closed when not in use or occupied. No garbage cans or trash receptacles are to be permitted outside. 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.

l. All notices required hereby shall be sent by First Class United States Mail or electronic mail or similar means.

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

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

m. If any part of this Agreement shall be unenforceable, the remaining portions of this agreement shall be enforced so as to most nearly construe the intent of the document without the violating of any laws.

(1) Said condominium property regime hereby wholly adopts any requirements under the Nebraska Condominium Property Act.

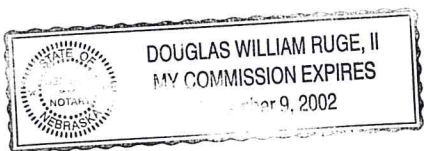
The undersigned are members representing three fourths of the unit owners.

Eleanor J. Metz
Eleanor J. Metz, #2305 S. 119th Ct.

State of Nebraska)
)ss
County of *Douglas*)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Eleanor J. Metz.

Douglas William Ruge, II
Notary Public



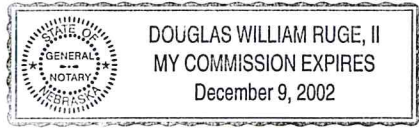
Blanche Rawe
Blanche Rawe, #2306 S. 119th Ct.

State of Nebraska)

)ss

County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Blanche Rawe.



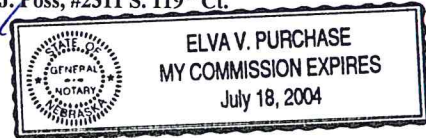
Douglas William Ruge II
Notary Public

State of Nebraska)

)ss

County of Douglas)

E. J. Poss
E. J. Poss, #2311 S. 119th Ct.



The foregoing instrument was acknowledged before me on 26 day of March, 2001 by E. J. Poss.

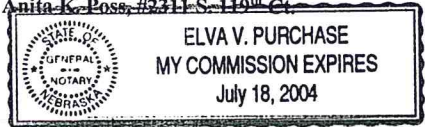
Elva V Purchase
Notary Public

State of Nebraska)

)ss

County of Douglas)

Anita K. Poss
Anita K. Poss, #2311 S. 119th Ct.



The foregoing instrument was acknowledged before me on 26 day of March, 2001 by Anita K. Poss..

Elva V Purchase
Notary Public

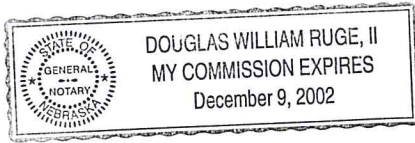
State of Nebraska)

)ss

County of Douglas)

Gordon Berger
Gordon Berger, #2312 S. 119th Ct.

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Gordon Berger.

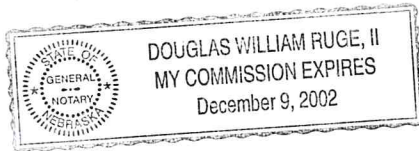


Douglas William Ruge II
Notary Public

Mary M. Tanner
Mary M. Tanner, #2317 S. 119th Ct.

State of Nebraska)
County of Douglas)ss)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Mary M. Tanner.

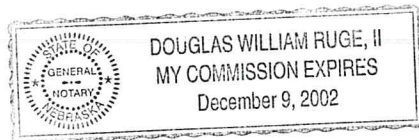


Douglas William Ruge II
Notary Public

Marie J. Hunter
Marie J. Hunter, #2318 S. 119th Ct.

State of Nebraska)
County of Douglas)ss)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Marie J. Hunter.

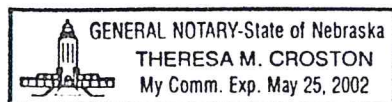


Douglas William Ruge II
Notary Public

Ronald J. Heath
Ronald J. Heath, #2320 S. 119th Ct.

State of Nebraska)
County of Douglas)ss)

The foregoing instrument was acknowledged before me on 24 day of 3, 2001 by Ronald J. Heath.



Theresa M. Croston
Notary Public

Sharon M. Heath

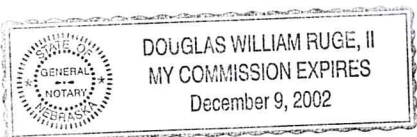
Sharon M. Heath, #2320 S. 119th Ct.

State of Nebraska)

County of *Douglas*)
)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Sharon M. Heath.

Douglas William Ruge II
Notary Public



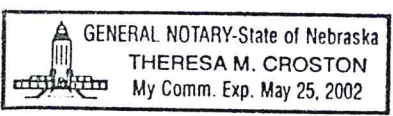
Robert S. Harvey
Robert S. Harvey, #2323 S. 119th Ct.

State of Nebraska)

County of *Douglas*)
)ss

The foregoing instrument was acknowledged before me on 24 day of 3, 2001 by Robert S. Harvey.

Theresa M. Croston
Notary Public



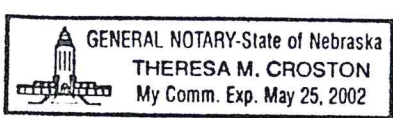
Patricia E. Stevens
Patricia E. Stevens, #2324 S. 119th Ct.

State of Nebraska)

County of *Douglas*)
)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Patricia E. Stevens.

Douglas William Ruge II
Notary Public



Mary F. McMann
Mary F. McMann, #2329 S. 119th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 24 day of 3, 2001 by Mary F. McManus.

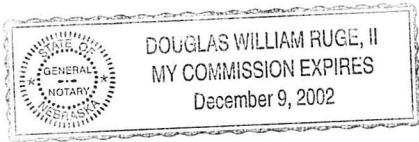
Sheresa M. Weston
Notary Public

Alan C. Brown
Alan C. Brown, #2305 S. 119th Plz.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Alan C. Brown.

Alan C. Brown
Notary Public

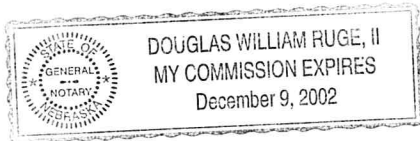


Betty H. Hallas
Betty H. Hallas, #2306 S. 119th Plz.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Betty H. Hallas.

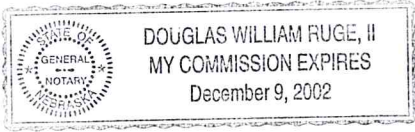
Alan C. Brown
Notary Public



Valda D. Grinbergs
Valda D. Grinbergs, #2311 S. 119th Plz.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Valda D. Grinbergs.

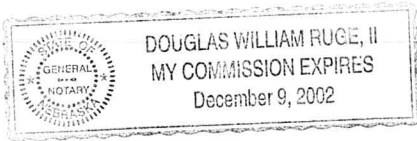


Douglas William Ruge II
Notary Public

Marilyn R. Raupe
Marilyn R. Raupe, #2312 S. 119th Plz

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Marilyn R. Raupe.

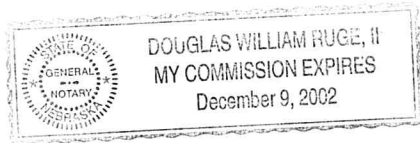


Douglas William Ruge II
Notary Public

Ann C. Burdette
Ann C. Burdette, #2318 S. 119th Plz.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Ann C. Burdette.

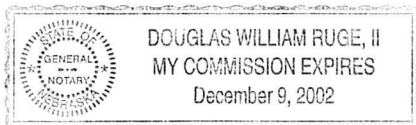


Douglas William Ruge II
Notary Public

James M. Shepard
James M. Shepard, #2324 S. 119th Plz.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by James M. Shepard.



Douglas William Ruge II
Notary Public

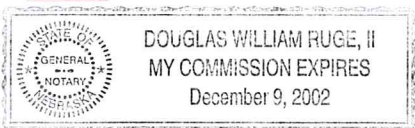
Renate M. Shepard

Renate M. Shepard, #2324 S. 119th Plz.

State of Nebraska)

County of Douglas)
)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Renate M. Shepard.



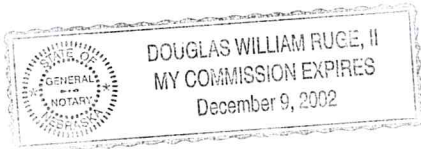
Douglas William Ruge II
Notary Public

Robert Segrave
Robert Segrave, #2325 S. 119th Plz.

State of Nebraska)

County of Douglas)
)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Robert Segrave.



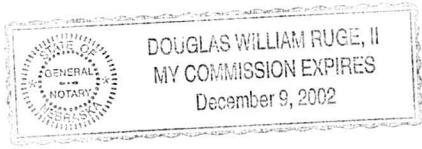
Douglas William Ruge II
Notary Public

Janet M. Segrave
Janet M. Segrave, 2325 S. 119th Plz.

State of Nebraska)

County of Douglas)
)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Janet M. Segrave.



Douglas William Ruge II
Notary Public

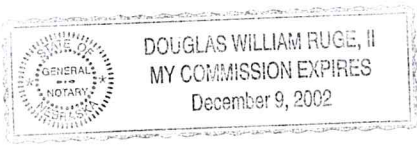
Bruce P. Baker
Bruce P. Baker, #2330 S. 119th Plz.

State of Nebraska)

County of Douglas)
)ss

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Bruce P. Baker.

Douglas William Ruge II
Notary Public

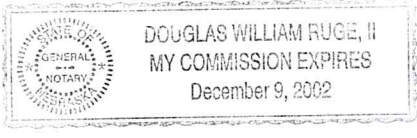


Karen D. Baker
Karen D. Baker, #2330 S. 119th Plz.

State of Nebraska)
)ss
County of DeWitt)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Karen D. Baker.

Douglas William Ruge II
Notary Public

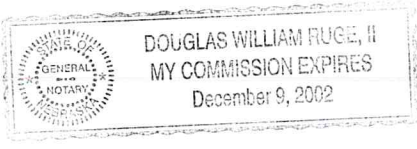


David L. Thompson
David L. Thompson, #2304 S. 118th Ct.

State of Nebraska)
)ss
County of DeWitt)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by David L. Thompson.

Douglas William Ruge II
Notary Public

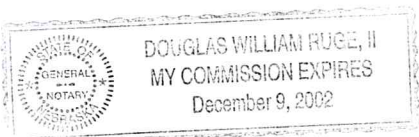


JoAnn M. Thompson
JoAnn M. Thompson, #2304 S. 118th Ct.

State of Nebraska)
)ss
County of DeWitt)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by JoAnn M. Thompson.

Douglas William Ruge II
Notary Public



Janet Gerdes
Janet Gerdes, #2305 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Janet Gerdes.



[Signature]
Notary Public

H. Warren Crawford
H. Warren Crawford, #2308 S. 118th Ct.

State of Nebraska)
)ss
County of [Redacted])

The foregoing instrument was acknowledged before me on [Redacted] day of [Redacted], 20[Redacted] by H. Warren Crawford.



[Signature]
Notary Public

Zoe Crawford
Zoe Crawford, #2308 S. 118th Ct.

State of Nebraska)
)ss
County of [Redacted])

The foregoing instrument was acknowledged before me on [Redacted] day of [Redacted], 20[Redacted] by Zoe Crawford.

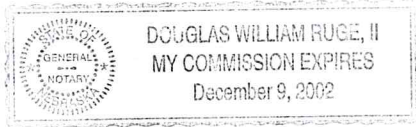


[Redacted]
Notary Public

Linda Goodman
Linda Goodman, #2311 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Linda Goodman.



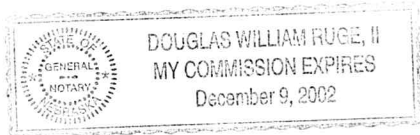
[Signature]
Notary Public

Linda L. Goodman, Trustee of
The Jack J. Lieb Trust

Jack Lieb, #2311 S. 118th Ct.
Linda L. Goodman, Trustee of
The Jack J. Lieb Trust

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Linda L. Goodman, Trustee of
The Jack J. Lieb Trust.

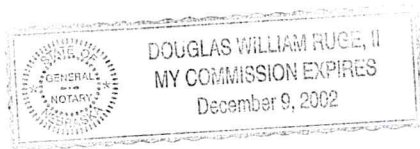


[Signature]
Notary Public

Sally A. Kjelson
Sally A. Kjelson #2314 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Sally A. Kjelson.

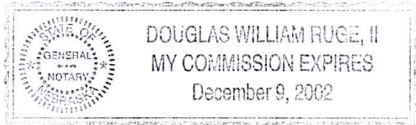


[Signature]
Notary Public

[Signature]
Morris Handleman, #2317 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2007 by Morris Handleman.

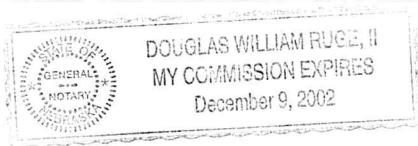


Douglas William Ruge II
Notary Public

Renee Handleman
Renee Handleman, #2317 S. 118th Ct.

State of Nebraska)
)ss
County of *Douglas*)

The foregoing instrument was acknowledged before me on 22 day of *March*, 2001 by Renee Handleman.

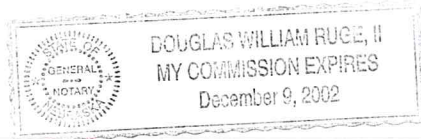


Douglas William Ruge II
Notary Public

Robert O. Lee
Robert O. Lee, #2320 S. 118th Ct.

State of Nebraska)
)ss
County of *Douglas*)

The foregoing instrument was acknowledged before me on 22 day of *March*, 2001 by Robert O. Lee.

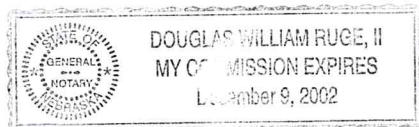


Douglas William Ruge II
Notary Public

Eugene H. Kaiser
Eugene H. Kaiser, #2323 S. 118th Ct.

State of Nebraska)
)ss
County of *Douglas*)

The foregoing instrument was acknowledged before me on 22 day of *March*, 2001 by Eugene H. Kaiser.

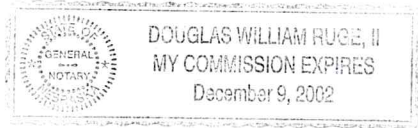


Douglas William Ruge II
Notary Public

Talma J. Kaiser
Talma J. Kaiser, #2323 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Talma J. Kaiser.

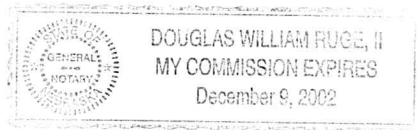


Douglas William Ruge II
Notary Public

Dean E. Monson
Dean E. Monson, #2326 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Dean E. Monson.

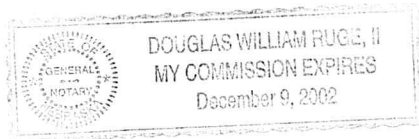


Douglas William Ruge II
Notary Public

Joan G. Monson
Joan G. Monson, #2326 S. 118th Ct.

State of Nebraska)
)ss
County of Douglas)

The foregoing instrument was acknowledged before me on 22 day of March, 2001 by Joan G. Monson.



Douglas William Ruge II
Notary Public



BK 1393 PG 403-428



MISC 2001 11950

RICHARD M. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 AUG -7 PM 4: 01

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

F

Misc.	FEE	108. ⁵⁰	FB	60-08450
20	BKP		C/O	COMI <i>Ed</i>
17	DEL	<i>Ed</i>	SCAN	<i>Ed</i> FV <i>Ed</i>

Ret: Doug W. Ruge.
14769 California St.
Omaha NE 68154.

✓2667 ✓2596.



DOUGLAS W. RUGE
ATTORNEY AT LAW

July 31, 2001

Mr. Charles E. Ludzinski
Register of Deeds Office
H09 Civic Center
1819 Farnam St.
Omaha, NE 68183

Re: Cryer Crest Townhomes Condominium Property Regime

Dear Mr. Ludzinski:

I am in receipt of your letter dated July 24th. You will find that the documents contain the updated legal description. Further, you will find that the Restated Master Deed has a legal description for the new units and incorporates the plan as recorded by the original Master Deed. Finally, you will find that the venue has been inserted in a number of the acknowledgements on the Master Deed. While a few signatures were not obtained, they are not necessary. The signatures obtained represent more than $\frac{3}{4}$ of the unit owners. We ask that the document be filed expeditiously as we must have a copy returned to us no later than the first week in October (in time for the annual meeting). Finally, enclosed please find an additional check for \$40 to cover any additional filing fees. (Please issue a check for any non-used filing fee.) Please advise if this will be a problem.

Very truly yours,

Douglas W. Ruge
Attorney at Law

DWR/cw

Enclosures

cc: Client

14769 California Street
Omaha, Nebraska 68154
phone 402.964.4617
fax 402.964.4650
e-mail ruge@radiks.net

OK
EBR
leave letter on for
verifying