of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace. Any person may hold two or more offices, except that the President shall not be Secretary. The Association's Board of Directors may elect additional officers, from time to time, to exercise such powers and duties as the Board of Directors shall find required to manage the business of the Association. Officers of the Association shall serve without compensation.

a) The President shall be the Chief Executive Officer of the Association, shall have all powers and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees to assist in the conduct of the business of the Association.

b) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice-President shall assist the President and exercise such other powers and perform such other duties as prescribed by the Board of Directors.

c) The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositors as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a Managing Agent employed by the Association; shall keep proper books of account; may cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members. The duties of the Treasurer may be performed by the Managing Agent.

d) The Secretary shall keep the Minutes of all proceedings of the Association and the Board of Directors. The Secretary shall prepare and deliver all notices required by the By-Laws to be delivered to the members of the Association and the Board of Directors, as well as all other notices required by law. The Secretary shall keep all records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary. The duties of the Secretary may be performed by the Managing Agent.

Assessments

a) All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owner's share in the Common Elements as set forth in Article III of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due in advance on the first day of each calendar month or less frequently as may be determined by the Board of Directors. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the Owners of the individual Units.

b) Each Unit Owner's obligation of payment of assessments shall be prorated to the closing date of the purchase of the Condominium Unit.

c) Assessment shall be based upon the cash requirements deemed to be such aggregate sum of the Board of Directors of the Association shall from time to time determine and is to be paid by all of the Condominium Unit Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which are the responsibility of the Association, and the real property and improvements owned thereby, which sum may include, but shall not be limited to, expenses of management, taxes and special assessments unless separately assessed; snow removal and road repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovation, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and By-Laws of the Association for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements.

d) Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair or reconstruction of the improvements in the event of their damage.

e) The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements, the individual Unit or any Unit Owner for damage or destruction caused by said individual Unit Owner's misconduct, negligence or infraction of the published rules and regulations of the Association.

f) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the Owner's obligation to pay the same.

g) The Association shall have all of the powers of the Association enumerated in the Act.

h) Within thirty (30) days after adoption of any proposed Budget for the Condominium, the Board of Directors shall provide a summary of the Budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the Budget, which date shall not be less than fourteen (14) no more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

7.8 Owner's Personal Obligation for Payment of Expenses. The amount of the Common Expenses assessed by the Association against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt themselves from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the real property and improvements owned by the Association or by abandonment of their Unit. The Board of Directors shall have the responsibility to take promptation to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for payment thereof. In the event of default in the payment of the assessment, the Unit Owner shall be obligated to pay interest at

the highest-rate permitted by laws on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws or Rules and Regulations of the Association. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien.

7.9 Association Lien for Non-Payment of Common Expenses.

a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens of the Condominium Unit in favor of any assessing entity, and all sums unpaid on a First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrances, and any junior mortgages or deeds of trust filed of record prior to the recordation of this Declaration. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the members of the Association's Board of Directors, by one of the offices 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. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

b) Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosed shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a 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 <u>Ascertainability of Unpaid Common Expenses</u> The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, uponten(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 <u>Scope of Coverage</u>. 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 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 <u>Certificate of Insurance</u>. 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 Mortgage who is listed as a scheduled holder of a First Mortgage in the insurance policy.

8.3 <u>Payment of Premiums</u>. 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 <u>Insurance Obtained by Owners</u>. 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 <u>Use of Insurance Proceeds</u>. 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 <u>Procedure where Insurance Proceeds are Insufficient</u>. 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 <u>Insurance Deductibles</u>. 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 <u>Waiver</u>. 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 <u>Savings Clause</u>. 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 <u>Amendment, Modification</u>. 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 <u>Termination</u>. The Condominium created hereunder, and in the Declaration and By-Laws herein shall not be terminated except with the written acknowledge 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, President

ATTESTED TO BY:

By:

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

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Oak Hills Highlands Association, Inc., known to me to be the identical person who executed the above instrument and acknowledged the execution thereof the be his voluntary act and deed on behalf of the corporation.

Witness my hand and Notorial Seal this _____ day of _____, 1998.

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 Condominium Property Regimes Nos. 1, 2 and 3. Further, 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 Condominium Property Regimes Nos. 1, 2 and 3. Further, 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 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, 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, 129.89feet (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 (N 08° 29' 48" W, 363.17 feet Legal); thence N 10° 47' 13" W, 91.89 feet (N 10° 49' 47" W, 92.01 feet Legal); thence N 27° 39' 20" W, 189.39 feet (N 27° 50' 45" W, 189.56 feet Legal); thence N 45° 52' 24" E, 106.97 feet, (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 (N 02° 20' 09" E, 80.19 feet Legal) to the point of beginning (Containing 4.27 acres more or less).

EXHIBIT B

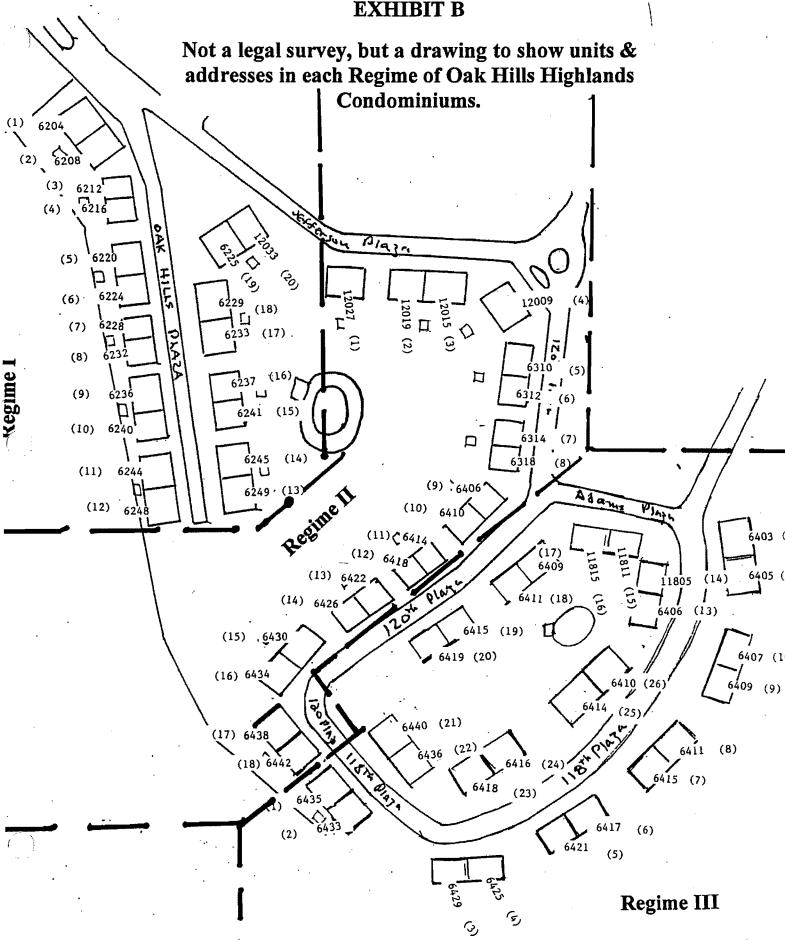


EXHIBIT "C"

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Address	<u>Unit Number</u>	Allocated Interest in Common Elements
6204 Oak Hills Plaza	1	5.75%
6208 Oak Hills Plaza	2	5.75%
6212 Oak Hills Plaza	3	4.25%
6216 Oak Hills Plaza	4	4.25%
6220 Oak Hills Plaza	5	5.00%
6224 Oak Hills Plaza	6	5.00%
6228 Oak Hills Plaza	7	5.00%
6232 Oak Hills Plaza	8	5.00%
6236 Oak Hills Plaza	9	5.00%
6240 Oak Hills Plaza	10	5.00%
6244 Oak Hills Plaza	11	5.75%
6248 Oak Hills Plaza	12	5.75%
6249 Oak Hills Plaza	13	5.00%
6245 Oak Hills Plaza	14	5.00%
6241 Oak Hills Plaza	15	4.25%
6237 Oak Hills Plaza	16	4.25%
6233 Oak Hills Plaza	17	5.00%
6229 Oak Hills Plaza	18	5.00%
6225 Oak Hills Plaza	19	5.00%
12033 Jefferson Plaza	20	<u>5.00%</u>
	,	100.00

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EXHIBIT "C"

Address	<u>Unit Number</u>	Allocated Interest in Common Elements
12027 Jefferson Plaza	1	6.08%
12019 Jefferson Plaza	2	5.53%
12015 Jefferson Plaza	3	5.53%
12009 Jefferson Plaza	4	6.08%
6310 South 120th Plaza	5	5.53%
6312 South 120th Plaza	6	5.53%
6314 South 120 th Plaza	7	4.69%
6318 South 120 th Plaza	8	4.69%
6406 South 120th Plaza	9	5.53%
6410 South 120th Plaza	10	5.53%
6414 South 120 th Plaza	11	4.69%
6418 South 120th Plaza	12	4.69%
6422 South 120th Plaza	13	5.53%
6426 South 120th Plaza	14	5.53%
6430 South 120 th Plaza	. 15	6.21%
6434 South 120 th Plaza	16	6.21%
6438 South 120 th Plaza	17	6.21%
6442 South 120th Plaza	18	<u>6.21%</u>
		<u>100.00%</u>

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