

MASTER DEED

THIS MASTER DEED AND DECLARATION made this 11th day of September, 1975 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. 2.

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 $56^{\circ}41'05''$ W, 620.15 feet (Legal), said point being on the Easterly R.O.W. line of Oak Hills Drive; thence S $42^{\circ}19'00''$ E, 360.00 feet (Legal & Measured); thence S $61^{\circ}33'33''$ E, 104.98 feet (Legal & Measured) to the point of beginning; thence S $61^{\circ}33'33''$ E, 93.00 feet (Legal & Measured); thence S $83^{\circ}03'14''$ E, 246.95 feet (Legal & Measured); thence S $08^{\circ}42'09''$ W, 275.06 feet (Legal & Measured); thence S $34^{\circ}42'15''$ W, 133.04 feet (Legal & Measured); thence S $51^{\circ}12'28''$ W, 218.06 feet (Legal & Measured); thence S $25^{\circ}23'25''$ W, 115.03 feet (Legal & Measured); thence S $27^{\circ}00'32''$ E, 85.56 feet (Legal & Measured); thence S $45^{\circ}58'56''$ W, 126.04 feet (Legal & Measured); thence N $44^{\circ}02'05''$ W, 153.00 feet (N $44^{\circ}11'01''$ W Legal); thence N $24^{\circ}02'48''$ W, 160.48 feet (N $24^{\circ}01'54''$ W, 160.49 feet Legal); thence N $08^{\circ}34'31''$ W, 150.00 feet (N $08^{\circ}29'48''$ W Legal); thence N $81^{\circ}32'25''$ E, 244.44 feet (Legal & Measured); thence N $05^{\circ}23'41''$ W, 82.81 feet (L&M); thence N $87^{\circ}04'55''$ E, 109.13 feet (Legal & Measured); thence N $04^{\circ}35'08''$ E, 99.85 feet (Legal & Measured);

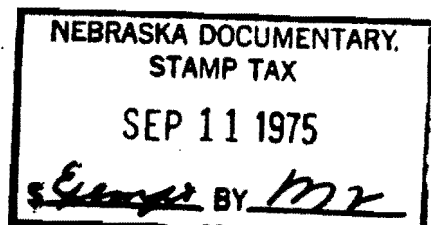
*(Continued on reverse of Page 5)

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 $1\frac{1}{2}$ stories plus basement. The buildings will contain a total of eighteen 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 44,450 square feet and the total land area aggregates 216,493.20 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:

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



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.

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. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 100 per cent of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

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 Association may include as part of the assessment against co-owners a charge for the use by the co-owners of this condominium of the swimming pool facilities located upon and owned by Oak Hills Highlands Condominium Property Regime No. 1; said charge to include a reasonable share of all reasonable expenses of owning, operating, maintaining, repairing, replacing, depreciating and amortizing the capital cost of said swimming facility.

l) 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 adjoining 36.69 acres referred to in Paragraph 2 above.

EXECUTED the date first-above written.

HAL GROVE, INC.

By: _____

[Handwritten Signature]
 President


BY-LAWS

1) These are the By-Laws of OAK HILLS HIGHLANDS ASSOCIATION, INC., a Nebraska non-profit corporation with its registered office at 2400 South 72 Avenue, Omaha, Nebraska 68124 (C/o John W. Delehant). These are also the By-Laws of OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 2.

2) Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal."

3) Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.

4) The Annual Members' Meeting will be held for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given. Said annual meeting shall be held

5) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.

6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

7) A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.

8) The Affairs Of The Association shall be managed by a Board of three Administrators (also known as Directors) who need to be members and who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining Administrators. Notwithstanding the foregoing, until December 31, 1978 or until Hal Grove, Inc., a Nebraska corporation (developer) elects in writing to waive

reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$3,000.00 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all 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. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

13) Insurance. The association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the common elements and of the apartments to provide for restoration thereof to tenantable condition in the event of damage. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Administrators, as Trustees for each of the apartment owners in the percentages established in the Master Deed and to the respective mortgagees of the apartment owners as their respective interests may appear. Said policy or policies shall provide for separate protection for each apartment and its attached, built-in, or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each apartment. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators, or any apartment owner, for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten days' written notice to the mortgagee. A copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgagee not later than ten days prior to the expiration of existing policies. In addition, insurance shall

Part of The SE 1/4 of Section 7, Part of SW 1/4 S

BOOK 1536 PAGE 190

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CORRECTIVE MASTER DEED

THIS CORRECTIVE MASTER DEED made this 15th day of January, 1976 by HAL GROVE, INC., a Nebraska corporation (herein called "Developer"), for itself, its successors, grantees and assigns,

WITNESSETH:

1) The purpose of this Corrective Master Deed is to correct an error in the legal description of the prior Master Deed creating Oak Hills Highlands Condominium Property Regime No. 2.; said deed being dated September 11, 1975 and recorded in Deed Book 1528 at Page 693 in the Register of Deeds of Douglas County, Nebraska. The undersigned is still the owner of all the lands to be submitted to the condominium regime and therefore hereby amends and corrects the legal description of said lands as described in paragraph 2 of said Master Deed to read as follows:

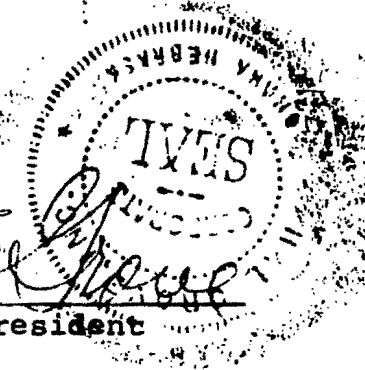
"In the fourth line of said legal description, the distance of 138.22 feet is corrected to read 238.22 feet."

Except as above corrected, said Master Deed shall remain unchanged and in full force and effect.

Executed the Date first above written.

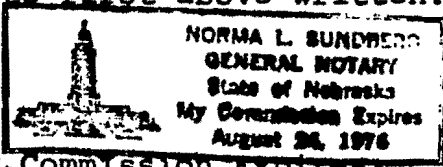
HAL GROVE, INC.

by Harold E. Grove
President



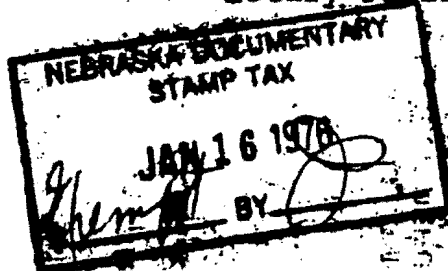
STATE OF NEBRASKA) On the date first-above written before me,
) ss. the undersigned, a Notary Public in and for
COUNTY OF DOUGLAS) said County, personally came HAROLD E. GROVE,
President of Hal Grove, Inc., (a corporation)
to me personally known to be the President and the identical person whose name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



Norma L. Sundberg
Notary Public

My Commission Expires:
August 24, 1976



48
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
19 76 AT 3:46 P.
C. HAROLD OSTLER, REGISTER OF DEEDS
16 DAY OF Jan

SECOND AMENDMENT TO MASTER DEED FOR
OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 2

The undersigned are the owners of 100 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 1528, Page 693, in the Register of Deeds of Douglas County, Nebraska as partially amended by a corrective Master Deed dated January 15, 1976, and the undersigned hereby partially amend said Master Deed as follows:

1) The condominium buildings as constructed encroached upon the Easterly boundary of the condominium real estate, and it is therefore necessary to enlarge the condominium real estate by adding a one-fourth acre parcel along the Easterly boundary. The undersigned developer, Hal Grove, Inc., is the owner of said one-fourth acre parcel and has executed this Amendment in order to subject said parcel to the condominium regime. All parties hereto (including Hal Grove, Inc.) hereby release all vehicular, pedestrian and utility easement rights over, under and upon the drive and passageway area described as "120th Plaza" on Sheet #2 of the Condominium Building Plans attached to the original Master Deed. Accordingly, Paragraph 2 of said original Master Deed is wholly amended to read as follows:

"The lands which are hereby submitted to the condominium regime are described as follows:

5.22 acres more or less in part of Southeast Quarter of Section 7 and part of Southwest Quarter of Section 8, all in Township 14 North, Range 12 East of 6th P.M. in Douglas County, Nebraska described on the attached Amended Sheet #1 as "Legal Description of entire condominium regime as amended hereby",

Subject to a non-exclusive perpetual vehicular, pedestrian and utility easement hereby reserved by the Developer, Hal Grove, Inc., over, under and upon the drive and passageway areas shown as "Oak Hills Plaza" and "Jefferson Plaza" and "South 120th Plaza" on the attached Amended Sheet #2 of the Condominium Building Plans attached to this Amended Master Deed; the Developer hereby reserving the right to hereafter grant one or several easements over said easement areas in favor of the future owners, occupants and users of the approximately 36.69 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, pedestrian and utility easement over, under and upon said drive and passageway areas shown as "Oak Hills Plaza" and "Jefferson Plaza", "South 120th Plaza" on said Amended Sheet #2 of said condominium plans."

2) Sheets #1 and #2 of the condominium building plans referred to in Paragraph 4 of the Master Deed and attached to said Master Deed are hereby wholly amended by substituting the attached Amended Sheets #1 and #2 in place of said original Sheets #1 and #2. Said Paragraph 4 of the Master Deed is hereby amended to show that the total land area now aggregates 227,396.20 square feet.

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3) 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."

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

"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."

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

HAL GROVE EXECUTED this 10th day of March, 1977.
HAL GROVE, INC.
By [Signature]
President

Developer and owner of additional land submitted to condominium regime.

Apartment Owned In Oak Hills Highlands Condominium Property Regime No. 2

<p>Owner</p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p>	<p>Apartment <u>1</u></p> <p>Apartment <u>2</u></p> <p>Apartment <u>4</u></p> <p>Apartment <u>-</u></p>
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