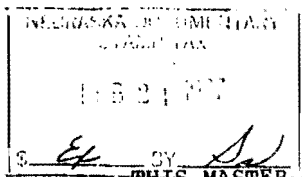


Note
Amendment
attached



BOOK 1563 PAGE 383
MASTER DEED

Oak Hills
37

~~THIS MASTER DEED~~ AND DECLARATION made this 23rd day of February, 1977 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 76-824, 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. 3.

2) The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:
Part of the Southeast Quarter of Section 7 and Part of the Southwest Quarter 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 Southeast Quarter; thence South on the East line of said SE 1/4, 238.22 feet (Legal); thence West, 46.57 feet (Legal); thence South 56° 41'05" West, 620.15 feet (Legal), said point being on the Easterly R.O.W. line of Oak Hills Drive; thence South 42°19'00" East, 360.00 feet (Legal and Measured); thence South 61°33'33" East, 197.98 feet (Legal and Measured); thence South 83°03'14" East, 246.95 feet (Legal and Measured); thence South 08°42'09" West, 275.06 feet (Legal and Measured); thence South 34° 42'15" West, 133.04 feet (Legal and Measured); thence
(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 13 buildings with a height of not more than two stories plus basement. The buildings will contain a total of 26 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 65,678 square feet and the total land area aggregates 227,285 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 with necessary appurtenances and 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 \$1,996,980.00, 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:

Apartment			Apartment		
Number	Basic Value	Percentage	Number	Basic Value	Percentage
1	79,680.00	4.00			
2	79,680.00	4.00			
3	86,735.00	4.33			
4	86,735.00	4.33			
5	79,680.00	4.00			
6	79,680.00	4.00			
7	79,680.00	4.00			
8	79,680.00	4.00			
9	60,175.00	3.01			
10	60,175.00	3.01			
11	86,735.00	4.33			
12	86,735.00	4.33			
13	79,680.00	4.00			
14	79,680.00	4.00			
15	79,680.00	4.00			
16	79,680.00	4.00			
17	60,175.00	3.00			
18	60,175.00	3.00			
19	79,680.00	4.00			
20	79,680.00	4.00			
21	79,680.00	4.00			
22	79,680.00	4.00			
23	60,175.00	3.00			
24	60,175.00	3.00			
25	86,735.00	4.33			
26	86,735.00	4.33			
	\$1,996,980.00	100 %			

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., which is 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 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. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Unless a greater number is required by law, co-owners representing two-thirds 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; and 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 changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change 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. 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.

*After notice
and hearing
in writing*

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.

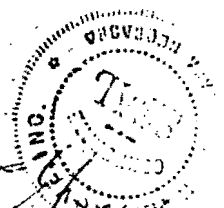
2) To the condominium or the Association at registered office of the Association.

k) 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 36.44 acres referred to in Paragraph 2 above.

EXECUTED the date first-above written.

HAL GROVE, INC.

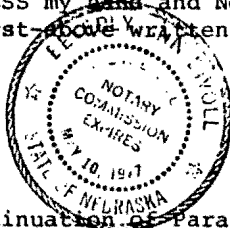
By: *[Signature]*
President



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 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.

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



W. L. Wood
Notary Public

(Continuation of Paragraph 2 from Page 1)

South 51°12'28" West, 218.06 feet (Legal and Measured) to the point of beginning; thence North 63°55'48" East, 159.82 feet; thence North 44°10'33" East, 155.54 feet; thence South 67°08'12" East, 126.67 feet; thence South 24°53'57" East, 145.24 feet; thence South 49°31'31" East, 73.65 feet; thence North 40°28'08" East, 34.85 feet; thence South 48°38'40" East, 114.82 feet; thence South 42°32'01" West, 210.89 feet (Measured); South 41°55'20" West (Legal); thence South 66°37'32" West, (Measured); South 67°28'39" West (Legal), 387.66 feet (Legal and Measured); thence North 63°16'05" West, 140.18 feet (Measured), North 63°23'21" West, 140.27 feet (Legal); thence North 44°02'05" West, 103.91 feet (Measured), North 44°11'01" West, 103.91 feet (Legal); thence North 45°59'53" East, 126.12 feet, (Measured); thence North 45°58'56" East, 126.04 feet (Legal); thence North 27°00'32" West, 85.56 feet; thence North 25°23'25" East, 115.03 feet to the point of beginning. (Containing 227,285 square feet or 5.22 acres more or less.)

Subject to a non-exclusive perpetual vehicular, pedestrian and utility easement hereby reserved by the Developer over, under and upon the drive and passageway areas shown as "Oak Hills Plaza" and "Jefferson Plaza", "South 118th Plaza", "Adams Plaza" and "South 120th Plaza" on Sheet #2 of the Condominium Building Plans attached to this Master Deed; the Developer hereby reserving the right to hereafter grant one or several easements over, under and upon said Easement areas in favor of the future owners, occupants and users of the approximately 36.44 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", "South 118th Plaza", "Jefferson Plaza", "Adams Plaza" and "South 120th Plaza" on said attached condominium plans.

- 1) These are the By-Laws of OAK HILLS HIGHLANDS ASSOCIATION, INC., which is 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. 3.
- 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 on the second Tuesday of January at 7:30 P.M. each year at the Oak Hills Country Club clubhouse in Omaha unless a different time and place is specified in a ten-day prior notice delivered or mailed to all members.
- 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, 1979 or until Hal Grove, Inc., a Nebraska corporation (developer) elects in writing to waive

its right to elect the Administrators (whichever shall first occur) the Administrators of the Association shall be elected solely by the developer. After relinquishment of control by the developer, any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The normal term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of Administrators and of employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

9) The Annual Meeting Of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of Administrators may be called by the President or by a majority of the Administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

10) The Officers of the corporation shall be elected by the Administrators. Compensation of officers shall be fixed by the Administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall deem necessary from time to time.

a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and Administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The Secretary shall record the minutes of meetings of Administrators and members shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators, and shall perform such other duties prescribed by the President or the Administrators.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the Administrators.

11) Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance,

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

590 635

FIRST AMENDMENT TO MASTER DEED
CREATING
OAK HILLS HIGHLANDS CONDOMINIUM PROPERTY REGIME NO. 3

The undersigned is the owner of more than 75 percent of both the number and of the total basic value of the apartments in the foregoing named condominium created by Master Deed, recorded in Deed Book 1563, Page 383, in the Register of Deeds of Douglas County, Nebraska and hereby partially amends said Master Deed and the condominium plans attached thereto as follows:

1) Paragraph 4 of said Master Deed is hereby partially amended to decrease the total ground floor area of all buildings including garages from 65,678 square feet to 65,028 square feet.

2) Sheets 1, 2 and 3 of 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 amended sheets 1, 2 and 3 for the original sheets 1, 2 and 3 of the building plans attached to said original Master Deed. Said amended sheets reflect changes in the design and size of apartments 7 and 8.

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

"6) The total value of the entire condominium regime is \$1,957,970.00 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	\$79,680.00	4.07
2	79,680.00	4.07
3	86,735.00	4.43
4	86,735.00	4.43
5	79,680.00	4.07
6	79,680.00	4.07
7	60,175.00	3.07
8	60,175.00	3.07
9	60,175.00	3.07
10	60,175.00	3.07
11	86,735.00	4.43
12	86,735.00	4.43
13	79,680.00	4.07
14	79,680.00	4.07
15	79,680.00	4.07
16	79,680.00	4.07
17	60,175.00	3.07
18	60,175.00	3.07
19	79,680.00	4.07
20	79,680.00	4.07
21	79,680.00	4.07
22	79,680.00	4.07
23	60,175.00	3.07
24	60,175.00	3.07
25	86,735.00	4.44
26	86,735.00	4.44
	<u>\$1,957,970.00</u>	<u>100%</u>

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

EXECUTED this 14th day of December, 1977.

Apartment Owned In Oak Hills
Highlands Condominium Property
Regime No. 3

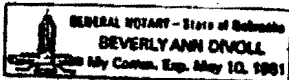
Apartments 4,5,6,7,8,9,10,11,12,13,14,15,
16,19,21,22,23,24,25, and 26

Owner
HAL GROVE, INC.
BY Harold E. Grove
President
NOTARIAL SEAL OF HAROLD E. GROVE, INC. NEBRASKA

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of December, 1977, before me, the undersigned a Notary Public in and for said County, personally came Harold E. Grove, President of Hal Grove, Inc., to me personally known to be the President and the identical person whose name is affixed to the foregoing First Amendment To Master Deed Creating Oak Hills Highlands Condominium Property Regime No. 3, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.



Beverly Ann Dvornik
Notary Public