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CONDOMINIUM DECLARATION

Belle Meade Condominium
14725 Bedford Plaza
Omaha, Nebraska 68116

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Terra Pacific Omaha
14725 Bedford PLZ
Omaha, NE 68116

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CONDOMINIUM DECLARATION
Belle Meade Condominium
14725 Bedford Plaza
Omaha, Nebraska 68116

This Declaration is made this 10th day of August, 2005, pursuant to the provisions of the Nebraska Condominium Act, by TERRA PACIFIC OMAHA, LLC, a Nebraska limited liability company ("Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in Omaha, Douglas County, Nebraska, legally described on Exhibit "A" annexed hereto and by this reference incorporated herein, and commonly known as 14725 Bedford Plaza, Omaha, Nebraska (the "Property"); and

WHEREAS, a certain as-built survey consisting of one page and condominium plans consisting of sheets one through thirteen which shows the location and dimensions of the land described on Exhibit "A" and the location and dimensions of the improvements constructed or contemplated to be constructed thereon, together with other information required by the Condominium Act, are attached hereto as Exhibit "A-1" and by this reference incorporated herein; and

NOW THEREFORE, the Declarant hereby declares that the Property, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth herein.

1. **Submission of Property**. The Declarant hereby submits the Property to the provisions of the Condominium Act to create a plan of condominium ownership of the Property.

2. **Name and Address of Condominium**. The name of the Condominium is Belle Meade Condominium. The address of the Condominium is 14725 Bedford Plaza, Omaha, Nebraska.

3. **Definitions**. The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are defined as follows:

"Allocated Interests" means the undivided interest in the Common Elements, the Common Expenses Liability, and votes in the Association allocated to each Unit.

"Association" means Belle Meade Condominium Association, Inc., a Nebraska not-for-profit corporation.

"Buildings" means the buildings designed for residential use or motor vehicle storage, as shown on the Condominium Plat, and containing Units which comprise part of the Condominium.

"Bylaws" means the bylaws duly adopted by the Association as they may from time to time be amended.

"Common Elements" means all portions of the Property other than the Units.

"Common Expenses" means the expenses of administration (including management and professional services) of the Condominium; except as otherwise specifically provided herein, the cost of maintenance, repair and replacement of the Common Elements; except as specifically provided herein, the cost of additions, alterations or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Executive Board; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration or the Bylaws; if not separately metered or charged to the Unit Owners, the cost of waste removal, water, sewer and other necessary utility services; and all other expenditures made or liabilities incurred by or on behalf of the Association, together with all assessments for the creation and maintenance of contingencies and replacement reserves.

"Common Expenses Liability" means the liability for Common Expenses allocated to each Unit pursuant to the terms of this Declaration and the Condominium Act.

"Community Rules" means those rules and regulations adopted from time to time by the Executive Board.

"Condominium" means the Property (and any interest therein) which is hereby submitted to the provisions of the Condominium Act by recording of this Declaration.

"Condominium Act" means The Nebraska Condominium Act, Neb. Rev. Stat. §§ 76-825 through 76-894.

"Condominium Instruments" means this Declaration, the Bylaws, the Condominium Plat and the Condominium Plans, and any and all exhibits, schedules or certificates thereto, and all amendments thereto which are adopted or recorded pursuant to the provisions of the Condominium Act.

"Condominium Plat" means one or more plats of survey of the Condominium, and any amendments thereof, made and recorded in accordance with Sections 76-846 of the Condominium Act.

"Condominium Plans" means the plans of the Buildings showing each Unit, and any amendments thereof, made and recorded in accordance with Section 76-846 of the Condominium Act.

"Condominium Unit" means a Unit, together with the Allocated Interests allocated to that Unit.

"Declarant" means Terra Pacific Omaha, LLC, or any assignee or successor to the Declarant.

"Declaration" means this instrument and such amendments thereof as may be recorded from time to time.

"Development Area" means the real estate legally described as Lot 2, Replat 1, in Belle Meade, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska. None of the covenants, conditions, restrictions or easements contained herein shall burden any portion of the Development Area, unless and until such portion is made a part of the Condominium.

"Development Rights" means any right, or combination of rights, reserved by Declarant in this Declaration to add the Development Area to the Condominium or to create additional Units, Common Elements or Limited Common Elements within the Condominium or the Development Area.

"Dwelling Unit" means a physical portion of the Condominium designed and intended for separate ownership and residential use and occupancy, the boundaries of which are described, and the Unit Number assigned to which is identified, on the Condominium Plan.

"Executive Board" means the board of directors for the Association.

"First Mortgage" means any first priority mortgage, deed of trust or other instrument conveying a first priority equitable interest as a lien upon, or title for security purposes only in respect of, a Unit.

"Garage Unit" means a physical portion of the Condominium designed and intended for separate ownership and motor vehicle storage, the boundaries of which are described, and the Unit Number assigned to which is identified, on the Condominium Plan.

"Land" means the real property described in Exhibit "A" to this Declaration, exclusive of the Buildings, and all easements and rights appurtenant thereto.

"Limited Common Elements" means a portion of the Common Elements which are designated by this Declaration or the Condominium Plans as being a limited common element appurtenant to and for the exclusive use of Unit Owners of one or more, but fewer than all, of the Dwelling Units. Any balcony, porch or patio attached to, adjoining or serving a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit.

"Mortgagee" shall mean the grantee or beneficiary of a First Mortgage.

"Percentage Interest" means the Allocated Interests (stated as a percentage) allocated to each Unit, as set forth on Exhibit "B" to this Declaration. The formula used to establish the Percentage Interest is, as respects each Unit, the number of square feet of the Unit divided by the number of square feet of all Units, as determined by Declarant.

"Person" means a natural person, corporation, limited liability company, partnership, association, trust or other entity capable of holding title to real property, or any combination of any of the foregoing.

"Record" means to record with the Register of Deeds of Douglas County, Nebraska.

"Resident" means an individual who resides in a Dwelling Unit and who is either a Unit Owner, a tenant of the Unit Owner, a contract purchaser of a Dwelling Unit, or a relative of any such Unit Owner, tenant or contract purchaser (but only if such relative actually resides in the Dwelling Unit).

"Special Declarant Rights" means rights reserved for the benefit of Declarant to construct or complete improvements indicated on the Condominium Plans; to exercise any Development Rights; to maintain sales offices, management offices, advertising signs for the Condominium, and models; to establish and utilize easements through the Common Elements for the purpose of making improvements within the Condominium; to create or add additional Units, Common Elements or Limited Common Elements; to add the Development Area to the Condominium and make improvements thereon; or to appoint or remove any officer of the Association or any member of the Executive Board during the period of Declarant control.

"Unit" means a Dwelling Unit or a Garage Unit.

"Unit Number" means one or more letters or numbers, or both, that identify a Unit, as depicted on the Condominium Plan.

"Unit Owner" means one or more Persons who own a Condominium Unit in fee simple, including, in a proper case, the Association.

4. **Buildings**. The location and dimensions of the Buildings and the two hundred twenty-two (222) parking spaces on the Land are shown on the Condominium Plat.

5. **Description and Dimensions of Units**.

5.1 Unit Number and Percentage Interest. The Unit Number and Percentage Interest of each Unit are set forth in Exhibit "B" to this Declaration. The dimensions and the vertical boundaries of each Unit, together with its Unit Number and relative location, are set forth in the Condominium Plans. The Condominium currently includes (i) ninety-two (92) Dwelling Units, nineteen (19) of which include a garage which is appurtenant to and a part of the Dwelling Unit and which are identified on Exhibit "B1" to this Declaration; (ii) an additional twenty-seven (27) garages which are attached to the three Buildings containing Dwelling Units (nine attached to each Building) and which are Garage Units; and (iii) seventeen (17) detached garages, each of which are also Garage Units. Declarant reserves the right to construct additional Units on the Land and on the Development Area, which Units, when constructed, will be added to the Condominium. In the event Declarant constructs the additional Units and adds them to the Condominium, the Percentage Interest of each Unit will be adjusted and recalculated, in accordance with the formula for computation of Percentage Interests set forth in this Declaration at Section 7.1. A Person must be

a Unit Owner to own a Garage Unit and a Garage Unit may not be transferred, conveyed, alienated, leased or used by a Person who is not either a Unit Owner or a Resident.

5.2 Upper and Lower Boundaries of Dwelling Units. The lower boundary of any Dwelling Unit in the Condominium is a horizontal plane, the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor thereof, extended to intersect the lateral or perimetric boundaries thereof. The upper boundary of any Dwelling Unit in the Condominium is a horizontal plane, the elevation of which coincides with the lower surface of the finished ceiling thereof, extended to intersect the lateral or perimetric boundaries thereof.

5.3 Upper and Lower Boundaries of Garage Units. The lower boundary of any Garage Unit in the Condominium is a horizontal plane, the elevation of which coincides with the election of the upper surface of the concrete floor thereof, extended to intersect the lateral or perimetric boundaries thereof. The upper boundary of any Garage Unit in the Condominium is the lower surface of the ceiling or, in Garage Units without a ceiling, the lower surface of the horizontal member of the trusses therein.

5.4 Lateral or Perimeter Boundaries. The lateral or perimeter boundaries of a Unit are vertical planes which coincide with the unfinished surfaces of the interior of the perimeter walls and the walls dividing the Units, including the inside surfaces of all windows, doors and vents, extended to intersect the upper and lower boundaries of the Unit and to intersect the other lateral or perimeter boundaries thereof.

5.5 Additional Items Included in Dwelling Units. Each Dwelling Unit includes:

(a) all nonstructural interior partition walls (except those portions which contain, comprise or support part of the Common Elements) located within the boundaries of the Dwelling Unit;

(b) the decorated inside surfaces of all boundary walls, ceilings and floors, including any wallpaper, paint, lath, wallboard, plastering, carpeting, floor and wall tiles and other floor coverings, and all other finishing materials; and

(c) all interior doors and all immediately visible fixtures, appliances, mechanical, electrical and intercom systems and equipment, water, gas and sewage pipes located within the boundaries of the Dwelling Unit which serve that Dwelling Unit, and all heating and air conditioning units installed for the sole and exclusive use of the Dwelling Unit, commencing at the point of disconnection from the structural body of the Building or from utility lines, pipes or systems serving any Dwelling Unit.

5.6 Items Excluded from a Unit. A Unit shall be deemed not to include pipes (except water and gas and sewage pipes located within the boundaries of a Unit and serving only that Unit), wires, conduits and other public utility lines, ventilation or other ducts, bearing walls and structural portions of the Building running through a Unit which are utilized for or serve more than one Unit, and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Condominium.

5.7 Marketable (Gross) Square Footage. The Marketable Square Footage which is generally utilized when selling or leasing a Unit consists of the Unit and that portion of the Common Elements which provide the perimeter structural support and components of the Unit. The Marketable (Gross) Square Footage of a Unit is enclosed by vertical planes which coincide with the center of the party wall where two units adjoin, the exterior of the support studs for that portion of the Unit that abuts the hallway, and the exterior of the Building as to that portion of the Unit which abuts the outside exterior of the Building. Notwithstanding the foregoing, those portions of the Marketable Square Footage which are within the Common Elements remain Common Elements.

6. **The Common Elements**.

6.1 Common Elements. The Common Elements of the Condominium include the following, except to the extent that any portion is a Limited Common Element:

(a) the Land, including all trees, shrubbery, paved areas and the like, but excluding balconies, porches, patios and parking spaces which are Limited Common Elements assigned and allocated exclusively to a particular Unit;

(b) the foundations, beams, supports, girders, columns, bearing walls, non-bearing and bearing perimeter walls of the Building; all walls and partitions of the Building separating Units from corridors, stairs and other mechanical spaces, excepting the finished portions of such walls as are within the interior of any Unit; all floors and ceilings except the finished flooring which is within a Dwelling Unit and the finished ceiling which is within a Unit;

(c) the roofs;

(d) all of the walkways, corridors, halls, elevators, steps and the like which are incident thereto or which provide access to the Units;

(e) all utility installations, including water service, electrical service, natural gas service, water tank, reservoir pump and the like, and further including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables, wires, telephone and data lines, coaxial cable, tubes and other utility lines and installations which service one or more Units, except those installations and equipment that are exclusively within or for the benefit of a particular Unit and not used to service any Unit other than that particular Unit;

(f) all other elements of the Condominium rationally of common use or necessary to its existence, upkeep and safety; and

(g) all of that part of the Condominium which is not part of any of the Units and which is not a Limited Common Element as defined in Section 6.2 below.

6.2 Limited Common Elements. The Limited Common Elements of the Condominium consist of the following:

(a) the parking space (if any) assigned to a Dwelling Unit;

(b) with respect to any garage which is part of a Dwelling Unit and any Garage Unit, if the driveway appurtenant thereto is twenty (20) foot or longer (measured from the garage door), the driveway;

(c) the patio (if any) directly adjacent to, and assigned to each of, Dwelling Units;

(d) the deck or balcony (if any) physically attached to a Dwelling Unit; and

(e) any shutters, awnings, window boxes, doorsteps, stoops; all exterior doors (including garage doors) and windows; and all other fixtures and systems designed to serve a single Dwelling Unit but located outside the boundaries of that Dwelling Unit.

7. **Ownership and Use of the Common Elements.**

7.1 Allocation of Percentage Interests. Each Unit is allocated an undivided Percentage Interest in the Common Elements, and each Unit Owner owns, as a tenant (or tenants) in common with all other Unit Owners, the Percentage Interest in the Common Elements allocated to such Unit Owner's Unit. The Percentage Interest in the Common Elements is appurtenant to and shall run with each Unit, shall not be separated from the Unit, and shall be deemed to be conveyed or encumbered with the Unit even though such undivided interest is not expressly mentioned or described in the document of conveyance or encumbrance. The Percentage Interest allocated to each Unit is set forth in Exhibit "B" to this Declaration. Each Unit Owner agrees to the allocation and reallocation of Percentage Interests occurring by reason of Declarant's exercise of any one or more Special Declarant Rights. Allocations and reallocations of Percentage Interests may be subject to minor variations attributable to rounding off. The respective Percentage Interests shall be computed to five (5) significant figures so that the sum of the Percentage Interests equals one hundred percent.

7.2 Use of Common Elements. The use of the Common Elements shall be limited to the Unit Owners in residence, to their tenants in residence and to their guests, invitees and licensees, and shall be governed by the Condominium Instruments and the Community Rules. Limited Common Elements are assigned and allocated exclusively to the Unit served thereby and use thereof is reserved to the owner of the Unit to which the Limited Common Element is allocated and his or her tenants, guests and invitees, subject, in all events, to the Condominium Instruments and the Community Rules.

7.3 No Revocation, Abandonment, Partition or Severance. The Common Elements shall remain undivided and shall not be abandoned by act or omission, and no Unit Owner or other Person may bring any action for partition or division of the Common Elements unless the condominium regime is terminated pursuant to the procedures set forth in the Condominium Act. The Allocated Interests are not severable and no Unit Owner may execute any deed, mortgage, lease

or other instrument affecting title to or right of use of such Unit Owner's Unit which purports to separate an interest in a Unit from the Allocated Interests of such Unit.

7.4 Suspension and Limitation of Use. The Executive Board may suspend or limit the right of any Unit Owner or other Person to use any part of the Common Elements upon failure of such Unit Owner or other Person to observe the provisions of the Condominium Instruments or the Community Rules governing the use of the Common Elements.

8. Easements.

8.1 Easements for Encroachments. If, and to the extent that, any Unit or Common Element encroaches on any other Unit or Common Element by reason of a deviation from the Condominium Plat or Condominium Plans in the construction thereof, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and for the maintenance of the same, so long as the encroaching Unit or Common Elements shall remain standing; provided however, that in no event shall an easement for any encroachment be created in favor of any Unit Owner if such encroachment is caused by the intentional, willful or negligent conduct of such Unit Owner or such Unit Owner's agent.

8.2 Easement of Support. Each Unit and the Common Elements shall have and are hereby granted an easement of lateral and subjacent support from every other Unit and the Common Elements.

8.3 Easements for Common Elements. Except as to the Limited Common Elements, perpetual easements are hereby granted and established in favor of and benefitting all Unit Owners, their families, guests, tenants, invitees and servants, for the use and enjoyment of all Common Elements, subject to the Condominium Instruments and the Community Rules governing the use of the Common Elements. Perpetual easements are hereby granted and established as to the Limited Common Elements in favor of and benefitting the Unit Owners as to whom such Limited Common Elements are assigned and allocated, their families, guests, tenants, invitees and servants, for the use and enjoyment of such Limited Common Elements, subject to the Condominium Instruments and the Community Rules governing the use of such Limited Common Elements.

8.4 Utility Easements. Easements as shown on the Condominium Plat or the Condominiums Plans, or as may hereafter be established by the Association, are hereby granted and dedicated for sewers, electricity, television, water, telephone, co-axial cable and data lines and all other utility purposes, including the right to install, lay, maintain, clean, repair and replace water mains and pipes, sewer lines, drainage pipes, conduits, telecommunications and television wires, cable, conduit and equipment, and electrical wires and conduits over, under, along and across any portion of the Common Elements. If and to the extent that any utility line, pipe, wire, conduit or related equipment serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Unit shall be burdened with, and there is hereby reserved and established, an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire, conduit and related equipment, such easement to run with the Land for the benefits of the Units served by the same. Declarant shall have and does hereby establish and reserve a transferrable easement in favor of Declarant and its assignees on and over the Common Elements for the purpose of making improvements on the Property and for the purpose of doing all things reasonably necessary and

appropriate in connection therewith. All public and private utilities serving the Condominium are hereby granted the right to lay, construct, renew, operate and maintain conduit, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Condominium for the purpose of providing utility services to the Development Area. The County of Douglas, the City of Omaha, and any political subdivision which has jurisdiction over the Development Area or which undertakes to provide services to the Development Area are hereby granted, declared and reserved access easements for ingress and egress to, over and across the Condominium for the purpose of providing any such services. The owners from time to time of portions of the Development Area which are not part of the Condominium are hereby granted and reserved a perpetual, non-exclusive easement of access over and across the roads and streets located in the Condominium.

8.5 Additional Easements. In addition to the easements provided for herein, the Executive Board, on behalf of the Unit Owners, shall have the right and power (a) to grant such easements in respect of the Common Elements (except the Limited Common Elements) as the Executive Board deems necessary and proper, including without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise, or easements related to the installation and operation of a cable or satellite television system, a wireless network or other communication systems, or (b) to cancel, or alter, change or modify, any easement which burdens the Condominium but does not benefit a Unit Owner, or any easement which burdens all or any part of the Development Area, as the Executive Board shall, in its discretion, determine. Without limiting the foregoing, until such time as Declarant no longer holds title to a portion of the Development Area, the Executive Board shall grant such easements as Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements or portions of the Development Area which are not part of the Condominium or to provide Owners of the Development Area with necessary utility services. Each Person, by acceptance of a deed, mortgage, trust deed or other instrument relating to a Unit, shall be deemed to grant a power coupled with an interest to the Executive Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

8.6 Sales and Management Offices, Model Units Easement. Declarant and its assigns shall have, and there is hereby established and reserved, a transferrable easement in favor of Declarant and its assigns for the maintenance of sales or management offices or model units on the Property, such easement to continue so long as Declarant owns or occupies any Dwelling Unit primarily for the purpose of sale. Such sales or management offices and/or model units may be maintained in such number and size as is reasonably determined by Declarant and may be located or relocated on the Property as reasonably determined by Declarant. In addition thereto, Declarant shall have, and there is hereby established and reserved, a transferrable easement in favor of Declarant and its assigns for use of the Common Elements for any purpose related to the development of the Property or the Development Area, which easement shall continue until a date which is one (1) year after the last Dwelling Unit is sold.

8.7 Effect of Easements. All easements and rights herein established shall run with the Land and inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other Person having an interest in any portion

of the Property herein described, whether or not such easements are maintained or described in any deed of conveyance.

8.8 Right of Entry. The Executive Board or its agents, upon reasonable notice or, in the case of an emergency without notice, shall have the right to enter any Unit, including any of the appurtenant Limited Common Elements, when necessary in the exercise of its authority under Section 9.10 hereof, or in connection with any maintenance, repair or replacement for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as is practicable, and any damage caused thereby shall be repaired by the Association, as a Common Expense.

9. **Use of Units and Compliance with Condominium Instruments and Community Rules.**

9.1 No Commercial Use. No business, trade, occupation or profession of any kind may be conducted, maintained or permitted on any part of the Property, without the prior written authorization of the Association; provided however, until construction of the Units and the Common Elements is completed and all of the Units are sold, Declarant and its successors and assigns may conduct such construction, improvement, sales and marketing activities on the Property as are deemed appropriate by Declarant. No "for sale" or "for rent" signs may be displayed by any Person on the Property except as specifically authorized in writing by the Association to reasonably facilitate the sale or lease of a Unit. A Dwelling Unit may be used only as a private, single family residence and no activities shall be conducted or maintained in any Unit or upon any of the Common Elements which are not in conformity with the zoning regulations of the City of Omaha. All Persons residing in a Dwelling Unit must be related to one another by blood (within the second degree of consanguinity) or marriage, and occupancy (except for temporary occupancy by visiting guests) shall not exceed two persons per bedroom. A Person occupying a Dwelling Unit for more than one month who is not related to the Voting Member of such Dwelling Unit by blood (within the second degree of consanguinity) or marriage shall be deemed a lessee for purposes of this Declaration. All present and future Unit Owners, tenants and occupants of Units, and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and the Community Rules. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium by any Person shall constitute such Person's agreement to be subject to and bound by the provisions of the Condominium Instruments and the Community Rules, and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the Land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof.

9.2 Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in a Unit, except domestic cats or dogs which are not kept, bred or maintained for any commercial purpose and do not endanger the safety, health or unreasonably disturb Persons residing in the Units. The Association may make reasonable Rules and Regulations in respect of the accommodation of pets.

9.3 Improvements; Alterations. No architectural changes or modifications to the Limited Common Elements shall be made or are permitted without the prior written approval of the

Association. No television antenna, satellite disc, communications receiver, or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a Unit or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation be permitted to originate from any Unit which may unreasonably interfere with the reception of television, radio or other signals within the Condominium, provided, however, the Declarant or the Association shall not be prohibited from installing equipment necessary for a master antenna, satellite dish, cable television, security, mobile radio, or other similar systems throughout the Condominium. Subject to such rules and regulations as may be adopted by the Executive Board, a Unit Owner may make improvements or alterations to such Unit Owner's Unit, so long as such alterations or improvements do not disturb or adversely affect the sound control underlayment system, impair the structural integrity of any portion of the Condominium, or otherwise weaken, damage, endanger or remove any load bearing wall or column in the Condominium.

9.4 Vehicles. No vehicle shall be parked on the Property other than in authorized parking areas, and no vehicle repairs, other than emergency repairs or repairs of minimal nature needed to be performed to move a vehicle off the Property, shall be allowed on the Property. The Association is expressly authorized to tow away any vehicle which is in violation hereof or which is placed on the Property in violation of the rules and regulations governing parking as may be adopted by the Association. No trailers, boats, boat trailers, campers, recreational vehicles or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked on the Property, except as otherwise approved in writing by the Association. Vehicular parking upon the Common Elements and Limited Common Elements shall be regulated by the Executive Board. Each parking area may be subject to designation of individual spaces as a Limited Common Element appurtenant to certain designated Units. Designated parking and the areas in front of garages are restricted to use as parking space for vehicles.

9.5 General Appearance; Nuisance Prohibition. Except as placed or erected by Declarant or its successors or assigns, nothing shall be placed or permitted to be placed on or in the Common Elements, including but not limited to the outside walls of the Building or the Roof, without the prior written consent of the Executive Board. No signs, billboards, clothes, sheets, blankets, laundry or other articles shall be hung or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other materials. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which, in the reasonable judgment of the Executive Board, is an annoyance or nuisance to the Unit Owners.

9.6 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Property except in covered containers of a type, size and style which are approved in writing by the Association. The Association shall have the right to purchase trash service for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. No incinerators shall be kept or maintained on the Property.

9.7 Acts Affecting Insurance. A Unit Owner shall not permit or suffer anything be done or kept in such Unit Owner's Unit which will increase the cost of casualty or liability

insurance maintained by the Association or which would adversely effect the insurability of any Unit.

9.8 Lawful Use. All laws, zoning ordinances and regulations promulgated by any governmental body having jurisdiction over the Property shall be observed. Any violation of such laws, zoning ordinances or regulations shall also be deemed a violation of this Declaration.

9.9 Rules and Regulations. In addition to the foregoing restrictions, the Executive Board shall have the right to make and enforce Community Rules governing the Condominium.

9.10 Maintenance.

(a) *By the Owner.* Each Unit Owner shall maintain, in good, clean and attractive condition and, when necessary, repair and replace, all portions of his, her or its Unit, any patio, porch or balcony appurtenant to the Unit, and all pipes, lines, ducts, conduits and other facilities and equipment serving only such Owner's Unit. Whenever the Executive Board shall determine, in its reasonable discretion, that any maintenance, repair or replacement of any Dwelling Unit or the Exclusive Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other portion of the Condominium:

(i) if such work is made necessary through the fault of the Unit Owner, the Executive Board may direct the Unit Owner thereof to perform such maintenance, repair or replacement and pay the cost thereof to the extent not covered by insurance; or

(ii) if such work in made necessary through no fault of the Unit Owner, the Executive Board may cause the work to be done and may, in its reasonable discretion, assess the cost thereof directly to the Unit Owners of the Dwelling Units or Exclusive Limited Common Elements appurtenant thereto with respect to which the work is done on the basis of Allocated Interests, equal shares or such other reasonable basis as the Executive Board shall deem appropriate.

If a Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time after being so directed by the Executive Board, the Executive Board may cause such maintenance, repair or replacement to be performed at the expense of such Unit Owner. The determination of whether or not the work is made necessary through the fault of the Unit Owner shall be made by the Executive Board and its determination shall be final and binding.

(b) *By the Association.* The Association shall maintain, in good, clean and attractive condition and, when necessary, repair and replace (but only if and to the extent sufficient funds are available therefor), all of the Property, except the Units and the patio, porch or balcony appurtenant to certain Units, and all pipes, lines, ducts, conduits and other facilities and equipment serving only one Unit.

9.11 Real Estate Taxes. Real estate taxes, special assessments and any other ad valorem charges are to be separately taxed to each Unit Owner for his Unit as provided in the Act. In the event that any real estate taxes or special assessments are assessed with respect to a portion of the Condominium other than on a Dwelling Unit by Dwelling Unit basis, the Unit Owners shall be responsible for the payment thereof based on each Unit Owner's Percentage Interest and, if the tax assessments affect the Condominium as a whole or portions of the Common Elements, each Owner shall pay his proportionate share thereof in accordance with his Percentage Interest. Upon the initial sale of each Unit, if the Unit has not been separately and individually assessed for real estate tax purposes, the amount of the real estate taxes attributable to such Unit (computed by multiplying the amount of real estate taxes for the entire Condominium becoming delinquent in the year in which the closing occurs times the Percentage Interest in respect of such Unit) shall be prorated as of the date of closing in accordance with the custom prevailing in urban Douglas County, Nebraska.

9.12 Lease of Units. No Dwelling Unit may be leased for less than six (6) months or for hotel or transient purposes. No Garage Unit may be separately leased; all Garage Units must be leased with and as a part of the lease of a Dwelling Unit. A Unit Owner may lease such Owner's Dwelling Unit subject to the following conditions precedent:

(a) the lease or rental agreement must be in writing, must provide that the lease is subject to the terms of the Condominium Instruments and that any failure of the lessee to comply with the terms of the Condominium Instruments shall be a default under the lease, upon the occurrence of which the Association shall have the right to evict the lessee from the Dwelling Unit;

(b) the lease must be a lease of the entire Dwelling Unit, must provide a term of not less than six (6) months, and must provide that all of the Persons occupying the Dwelling Unit must be related to one another by blood or marriage;

(c) the lease must provide it is not effective until approved by the Executive Board and a fully executed, original counterpart of the lease must be provided to the Executive Board not less than ten (10) days prior to the date the lessee, under the terms of the lease, is entitled to possession of the Dwelling Unit; and

(d) the lease must be approved by the Executive Board, in writing.

The Executive Board shall have the power and authority to adopt rules and regulations regarding leasing of Dwelling Units, including rules and regulations implementing the provisions of this section. This section shall also apply to subleases and assignments and renewals of leases, and no lease approved by the Executive Board shall be amended or modified or its term extended without the written approval of the Executive Board. The provisions of this section shall not apply to any Unit owned by Declarant.

9.13 Parking; Garages. With respect to any garage which is part of a Dwelling Unit and any Garage Unit, if the driveway appurtenant thereto is twenty (20) foot or longer (measured from the garage door), such driveway shall be used for parking only by the Resident of

the Dwelling Unit as to which the garage is a part, the owner of the Garage Unit, or such Resident's or owner's respective guests, and shall be a Limited Common Element in respect of such Unit.

9.14 Ownership Limitation. No Person may own more than ten percent (10%) of the total number of Dwelling Units.

10. Administration of Condominium.

10.1 Association. Prior to the conveyance of the first Unit, Declarant shall cause a Nebraska not-for-profit corporation named "Belle Meade Condominium Association", or a name similar thereto, to be incorporated pursuant to the Nebraska Nonprofit Corporation Act, which corporation shall be the governing body responsible for the maintenance, repair, replacement, administration and operation of the Condominium. The Board of Directors of the Association shall be the "Executive Board" referred to herein and in the Condominium Act.

10.2 Association Membership. The members of the Association shall consist of one natural person per Dwelling Unit, which natural person must be a Unit Owner of Record of the Dwelling Unit and which natural person must be the legal or equitable owner, directly or indirectly, of fifty percent (50%) or more of the interest in the Dwelling Unit. If the Unit Owner is a corporation, limited liability company, partnership, association or other entity, the natural person designated by the Unit Owner as a member of the Association in respect of the Dwelling Unit must own not less than fifty percent (50%) of the equity interest in the entity. If two natural persons each own, directly or indirectly, a fifty percent (50%) interest in a Dwelling Unit, the membership in the Association in respect of such Dwelling Unit shall be unanimously designated by them or by a court of competent jurisdiction. Each member of the Association shall be entitled to vote on all matters upon which members of the Association are entitled to vote; each such member of the Association is hereinafter referred to as a "Voting Member"; and each Voting Member shall be entitled to cast one vote for each Dwelling Unit as to which such Member is the Voting Member.

10.3 Proxy Voting. A Voting Member may vote in person or by proxy. All proxy designations must be made in writing and delivered to the Executive Board and shall be revokable at any time by actual notice to the Executive Board of the death or judicially declared incompetence of the proxy designator, or by written notice to the Executive Board by the Voting Member. Each Voting Member shall be entitled to cast one vote for each Dwelling Unit as to which he is the Voting Member.

10.4 Executive Board. The initial Executive Board, consisting of three (3) natural Persons, and the officers thereof shall be appointed by Declarant. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected exclusively by Voting Members other than Declarant, and not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, not less than 33⅓% of the members of the Executive Board shall be elected exclusively by Voting Members other than Declarant. Subject to the foregoing, Declarant shall continue to control the Association and have the right to appoint and remove officers and members of the Executive Board appointed by Declarant for a period ending on the earlier of (i) sixty (60) days after conveyance of ninety percent (90%) of the Units to Unit Owners other than Declarant, or (ii) two (2) years after Declarant

has ceased to offer Units for sale in the ordinary course of business ("Period of Declarant Control"). Subsequent to the Period of Declarant Control, the Executive Board shall be increased to five (5) members. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board prior to the termination of the Period of Declarant Control set forth hereinabove and, in such event, Declarant may require, for the duration of the Period of Declarant Control, that the actions of the Association or the Executive Board be approved by Declarant before they become effective.

10.5 Executive Board and Officer Liability. Neither the members of the Executive Board nor officers of the Association, whether elected or designated by Declarant, shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Executive Board members or officers, except for acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association hereby agrees to indemnify, defend and hold harmless each of the members of the Executive Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the members of the Executive Board or the officers of the Association on behalf of the Unit Owners or the Association, or arising out of their status as members of the Executive Board or officers of the Association, unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. The foregoing undertaking of indemnity includes indemnification against and in respect of all costs and expenses, including attorney fees, actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative or criminal, in which a member of the Executive Board or officer of the Association is involved by virtue of being or having been a member of the Executive Board or officer of the Association, and such indemnification includes all amounts necessary to discharge judgments and fines and amounts paid in settlement.

10.6 Special Declarant Rights. During the Period of Declarant Control, Declarant shall have the right to add the Development Area to the Condominium, create additional Units, Common Elements and Limited Common Elements, within all or any part of the Condominium or Development Area, and otherwise to exercise any or all Special Declarant Rights provided for under the Act.

11. **Operation, Maintenance and Extraordinary Expense Assessments**. Prior to the conveyance of the first Unit, the Executive Board shall prepare an initial operating budget, estimate the Common Expenses, and establish the initial monthly assessment in respect of each Unit based on such operating budget and the Percentage Interest of each Unit ("Initial Assessment Amount"). Each Unit Owner's obligation to pay the Initial Assessment Amount in respect of such Unit Owner's Unit shall begin on the first day of the month in which title to the Unit is conveyed to such Unit Owner and shall, together with an amount equal to two (2) months of the Initial Assessment Amount or Common Expense Liability assessment amount, as the case may be, be paid at the closing of the sale of such Unit. Each Unit Owner shall be liable for and shall pay the Initial Assessment Amount to the Association each month on or before the first day of each month. If title to a Unit is derived from Declarant, the Initial Assessment Amount for the month in which the closing occurs shall be prorated to the date of the closing. Thereafter, on or before December 1, 2005, and on or before December 1 of each subsequent year, the Executive Board shall estimate the Common Expenses, including the total amount necessary to pay the expenses of maintaining, repairing and insuring the Condominium for the succeeding year, together with reasonable amounts for reserves for

contingencies and replacements and, on before December 15 of such year, notify each Unit Owner in writing of the amount of such estimate, accompanied by a reasonable itemization thereof ("Annual Budget"). On December 31 of each year, each Unit Owner shall be assessed, and shall become personally liable for the payment of, an amount equal to the amount of the Annual Budget times the Percentage Interest allocated to such Unit Owner's Unit ("Common Expenses Liability"). On January 10 of the immediately succeeding year, and on the tenth day of each month of such year, 1/12th of the Common Expenses Liability in respect of each Unit shall become delinquent. Any failure or delay of the Executive Board in determining the Annual Budget or notifying Unit Owners of the amount payable in respect of a new year shall not constitute a waiver or release of Unit Owners' obligations to pay maintenance costs and necessary reserves when such amounts are determined and, in the absence of an Annual Budget or notice of the amount payable in respect a new year, each Unit Owner shall continue to pay the Common Expenses Liability amount established for the prior year and continue payment of such amount until the new Common Expenses Liability amount is determined. In the event an unanticipated or extraordinary expense or liability, or necessary capital expenditure, occurs or arises and such expense or liability is not included in the Annual Budget, the Executive Board may assess each Unit Owner an amount equal to the total amount of such expense or liability times the Percentage Interest allocated to such Unit Owner's Unit ("Extraordinary Expense Assessment"). The Executive Board shall notify each Unit Owner of the amount of the Extraordinary Expense Assessment payable by such Unit Owner and the date or dates the Extraordinary Expense Assessment is due and payable. The amount of the Extraordinary Expense Assessment shall become delinquent if not paid within ten (10) days of the date or dates due and payable. Expenses incurred or to be incurred for the construction, maintenance, repair or replacement of Limited Common Elements shall be specially assessed against the Units to which the Limited Common Elements are allocated, as reasonably determined by the Executive Board, and the Executive Board shall notify affected Unit Owners of the amount of such assessments and the date or dates such assessments are due and payable. Such Limited Common Element assessments shall become delinquent if not paid within ten (10) days of the date or dates due and payable. Any amount payable by a Unit Owner hereunder, including Common Expenses Liability amounts and Extraordinary Expense Assessment amounts, which have become delinquent shall bear interest, from the date of delinquency to the date paid in full, at an annual rate equal to the lesser of sixteen percent (16%), or the Prime Rate plus six percent (6%). "Prime Rate", as used herein, means the annual rate of interest quoted as the "Prime Rate" in the Money Rates Section of The Wall Street Journal, Midwest Edition. The Association shall have a lien on a Unit for any amount payable by a Unit Owner hereunder or under the Community Rules from the time the amount payable becomes due and a notice stating the dollar amount of such lien is recorded in the office of the Register of Deeds of Douglas County, Nebraska. Such lien shall be subordinate to the lien of any First Mortgage recorded prior to the recording of the notice of such lien. The Association's lien may be foreclosed in like manner as a mortgage on real estate but the Association shall give reasonable notice of its action to all lienholders in respect of the Unit whose interest would be effected. In lieu of enforcing such lien, the Association may initiate an action at law to collect the amounts due and payable. Common Expenses Liability assessments, Extraordinary Expense Assessments, and all other amounts payable by a Unit Owner pursuant to this Declaration or the Community Rules are the personal, individual debts of such Unit Owner and, if a Unit is owned by more than one Person, the liability of such Persons in respect thereof shall be joint and several. A Unit Owner's liability for such amounts is and shall not be affected by any waiver of the right to use or non-use of any of the Common Elements or by abandonment of such Unit Owner's Unit.

12. **Insurance, Damage, Destruction and Reconstruction.**

12.1 Scope of Coverage. Commencing not later than the date of the first conveyance of a Unit to a Person other than Declarant, the Association shall maintain, to the extent reasonably available:

(a) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed by Unit Owners, insuring against all risks 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 Executive Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board, but not less than One Million Dollars ($1,000,000.00) per injury or injuries, including death, arising out of a single occurrence, and 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), covering all occurrences commonly insured against for death, bodily injury and property damage arising out or in connection with the use, ownership or maintenance of the Common Elements.

(c) Such other insurance as the Executive Board shall determine from time to time to be appropriate to protect the Association or the Owners.

(d) The property and liability insurance policies must provide that: (i) each Unit Owner is an insured Person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association; (ii) the insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household; (iii) no act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; (iv) if, at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance. The property insurance policies (i) shall contain standard mortgage clause endorsements in favor of Mortgagees as their respective interests appear, (ii) shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the Mortgagee of each Dwelling Unit, and (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Unit Owners elect to sell the Condominium or terminate the Condominium.

12.2 Certificates of Insurance. An insurer that has issued an insurance policy to the Association shall issue certificates or memoranda to the Association and, upon written request, to any Unit Owner or Mortgagee. Insurance policies obtained pursuant to this paragraph shall provide that they may not be canceled or non-renewed until thirty (30) days after written notice of the proposed cancellation or non-renewal has been mailed to the Association, to each Unit Owner, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

12.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this paragraph shall be a Common Expense and shall be paid for by the Association.

12.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association shall not prevent a Unit Owner from obtaining insurance for such Unit Owner's own benefit. THE ASSOCIATION DOES NOT MAINTAIN PERSONAL PROPERTY INSURANCE COVERAGE FOR ANY UNIT OWNER.

12.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association pursuant to this paragraph must be adjusted with the Association and the insurance proceeds shall be payable to the Association or to an insurance trustee designated for that purpose, and not to any Mortgagee. The Association or the insurance trustee shall hold any insurance proceeds in trust for the Unit Owners and Mortgagees as their interests may appear. Subject to the provisions of section 12.6 hereof, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completed repaired or restored, or the Condominium is terminated. The rights of Mortgagees under any standard mortgage clause endorsement shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds for the repair or reconstruction of the Units or Common Elements. Payment by an insurance company to the Association or to an insurance trustee designated by the Association of the proceeds of any policy, and the receipt of a release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or an insurance trustee designated by the Association.

12.6 Repair or Replacement. Any portion of the Condominium which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) eighty percent (80%) of the Unit Owners vote not to repair or replace. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expenses Liability. If the entire Condominium is not repaired or replaced (i) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were

allocated, or to Mortgagees, as their interests may appear, and (iii) the remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Allocated Interests of all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under subsection (a) of Neb. Rev. Stat. § 76-831, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this section, Neb. Rev. Stat. § 76-855 governs the distribution of insurance proceeds if the Condominium is terminated.

12.7 Insurance Unavailability. If the insurance described in this paragraph 12 is not reasonably available, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners.

12.8 Other Insurance. The Executive Board may obtain such other insurance as the Executive Board deems necessary or appropriate or which is required under the Act or under applicable requirements or guidelines of the Federal National Mortgage Association including, without limitation, workers' compensation insurance, employers' liability insurance, fidelity bonds, and director and officer liability insurance.

13. **Condemnation**. In the event of a taking or condemnation by competent authority of any part of the Condominium, the Association shall, if necessary, restore the improvements in the remaining portion of the Condominium to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Association shall be applied first to the cost of any restoration, and any remaining portion of such proceeds or awards shall be, in the discretion of the Executive Board, either (i) applied to pay Common Expenses, or (ii) distributed to the remaining Unit Owners and their respective Mortgagees, as their interests may appear, based on their current Allocated Interests. Each Unit Owner appoints the Association as attorney-in-fact for the purpose of representing such Unit Owner in any condemnation proceedings or in negotiations, settlements or agreements with the condemning authority. In the event part or all of one or more Units is taken or condemned, the portion so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act, and the Association shall equitably adjust Allocated Interests of the remaining Units.

14. **Amendment of Declaration**.

14.1 Amendment Procedure. Except in those instances specifically identified in Neb. Rev. Stat. § 76-854, the Declaration may be amended only in accordance with and pursuant to Neb. Rev. Stat. § 76-854. Every amendment to the Declaration must be recorded in the office of the Register of Deeds of Douglas County, Nebraska, and such amendment shall be effective only upon its recordation. Amendments to the Declaration required to be recorded by the Association shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

14.2 Challenge to Amendment. No action to challenge the validity of an amendment adopted by the Association pursuant to Neb. Rev. Stat. § 76-854 may be brought more than one (1) year after the amendment is recorded.

14.3 Certain Amendments. Except to the extent expressly permitted or required by sections of the Nebraska Condominium Act other than § 76-854, no amendment may create or increase special Declarant rights, increase the number of Units, or change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted in the absence of the unanimous consent of all Unit Owners and all First Mortgagees.

14.4 Other Material Amendments. Material amendments to the Declaration other than those specifically addressed hereinabove at Section 14.3 must also be approved by the holders of mortgages that represent not less than fifty-one percent (51%) of the votes allocated to Units that are subject to such mortgages. If such mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposed amendment, such mortgagee shall be automatically deemed to have approved such amendment if such notice was delivered to such mortgagee by certified or registered mail, postage prepaid, return receipt requested.

15. **Termination**. The Condominium may be terminated only in accordance with and pursuant to Neb. Rev. Stat. § 76-855; provided however, in the event of substantial destruction or condemnation of the Condominium, the Condominium may be terminated only with the approval of sixty-seven percent (67%) or more of the Voting Members and by mortgagees representing not less than fifty-one percent (51%) of the votes allocated to Units that are subject to such mortgages.

16. **Miscellaneous Provisions**.

16.1 Mortgagee Notice. Upon written request to the Executive Board, any Mortgagee shall be provided a copy of any and all notices permitted or required by this Declaration to be provided to the Unit Owner whose Unit is subject to such Mortgagee's First Mortgage. In addition, the Mortgagee and guarantor of such mortgage, if any, on any Unit shall be provided timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) any sixty (60) day delinquency in the payment of Common Expense Liability, Extraordinary Expense Assessment, or any other amount payable by the Unit Owner of the Unit on which the Mortgagee holds a mortgage;

(c) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of Mortgagees.

16.2 Unit Owner Waiver of Subrogation. Each Unit Owner hereby waives and releases any and all claims which he, she or it may have against any other Unit Owner, the

Association, the Executive Board, members of the Executive Board, Declarant, and their respective employees and agents, for damage to the Common Elements, the Units, or any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

16.3 Notices. Any notice required or permitted by this Declaration or the Condominium Act shall be in writing and shall be addressed to the Executive Board or the Association, or any Unit Owner, as the case may be, at 114725 Bedford Plaza, Omaha, Nebraska 68116 (indicating thereon the number of the respective Unit if addressed to a Unit Owner). The Association or the Executive Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to him, her or it by giving written notice of change of address to the Executive Board. Notices addressed in compliance herewith shall be deemed delivered three (3) business days after mailing when mailed by certified mail, return receipt requested; on actual delivery to the intended recipient when delivered in person; or, if addressed to a Unit Owner who has not indicated a different address for notice, when deposited in such Unit Owner's mailbox in the Building or at the door of his, her or its Unit.

16.4 Effect of Declaration. Each grantee of Declarant and its successors and assigns, and each subsequent owner of a Unit, by acceptance of a deed of conveyance to the Unit, accepts the same subject to all restrictions, conditions, covenants and reservations of this Declaration, and the rights and powers granted or reserved by this Declaration to Declarant.

16.5 Waiver. No covenant, restriction, condition or provision of this Declaration shall be deemed to have been waived or abrogated by reason of any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

16.6 Captions. The captions (headings) contained herein are included solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

16.7 Gender; Number. Whenever the context so requires, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

16.8 Severability. The invalidity or unenforceability of any covenant, restriction, condition, limitation or other provision of this Declaration shall not affect or render the remainder of the Declaration invalid or unenforceable, and to this end the provisions hereof are severable.

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IN WITNESS WHEREOF, the Declarant has executed and acknowledged this Declaration on and as of the date first above written.

TERRA PACIFIC OMAHA, LLC,
a Nebraska limited liability company

By _____
Title: Manager

By _____
Title: MANAGER

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 28th day of July, 2005, by Loren Gunderson, a Manager of TERRA PACIFIC OMAHA, LLC, a Nebraska limited liability company, on behalf of the company.

[SEAL] PAMELA A ORTH
Notary Public
State of North Dakota
My Commission Expires July 31, 2010

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29 day of July, 2005, by Thomas C. Jackson, a Manager of TERRA PACIFIC OMAHA, LLC, a Nebraska limited liability company, on behalf of the company.

[SEAL] GENERAL NOTARY-State of Nebraska
CHRISTINE E. SAFRANEK
My Comm. Exp. 12/6/07

_____
Notary Public

CONSENT TO AND RATIFICATION OF DECLARATION

TierOne Bank, a federally charted savings bank ("Lender"), hereby consents to the foregoing Condominium Declaration; agrees that the Property identified in Exhibit A of said Condominium Declaration shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied,

operated, improved, mortgaged or otherwise encumbered subject to the provisions of said Condominium Declaration; agrees that said Condominium Declaration and all of its provisions shall be and are convenants running with the Property, and shall be binding upon Lender and its successors and assigns; and Lender hereby ratifies and approves the recordation of said Condominium Declaration in the office of the Register of Deeds of Douglas County, Nebraska.

LENDER:
TIERONE BANK

By Wade Walkenhorst
Title: Vice President

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

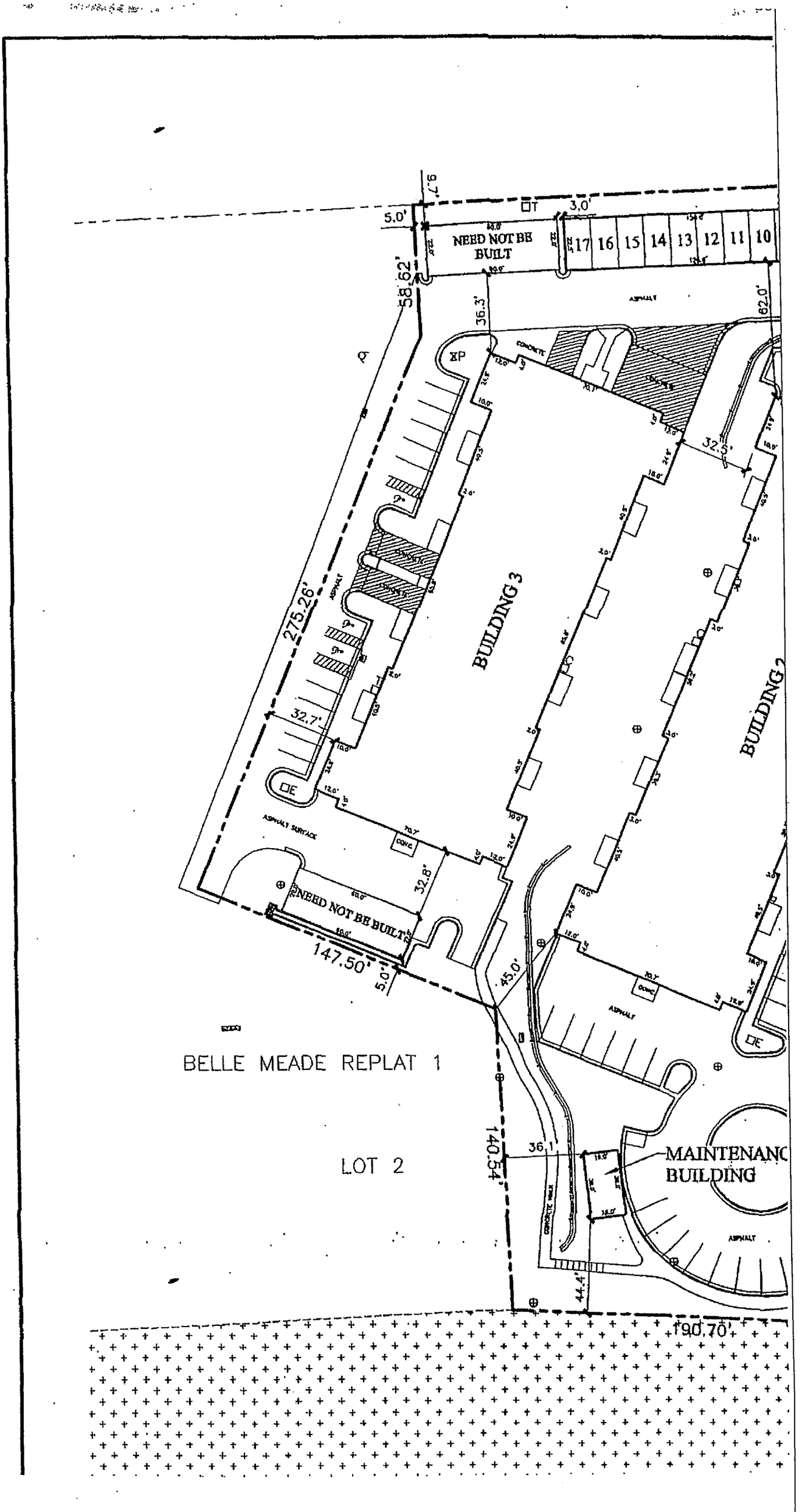
The foregoing instrument was acknowledged before me this 2nd day of August, 2005, by Wade Walkenhorst, a Vice President of TIERONE BANK, a federally chartered savings bank, on behalf of the savings bank.

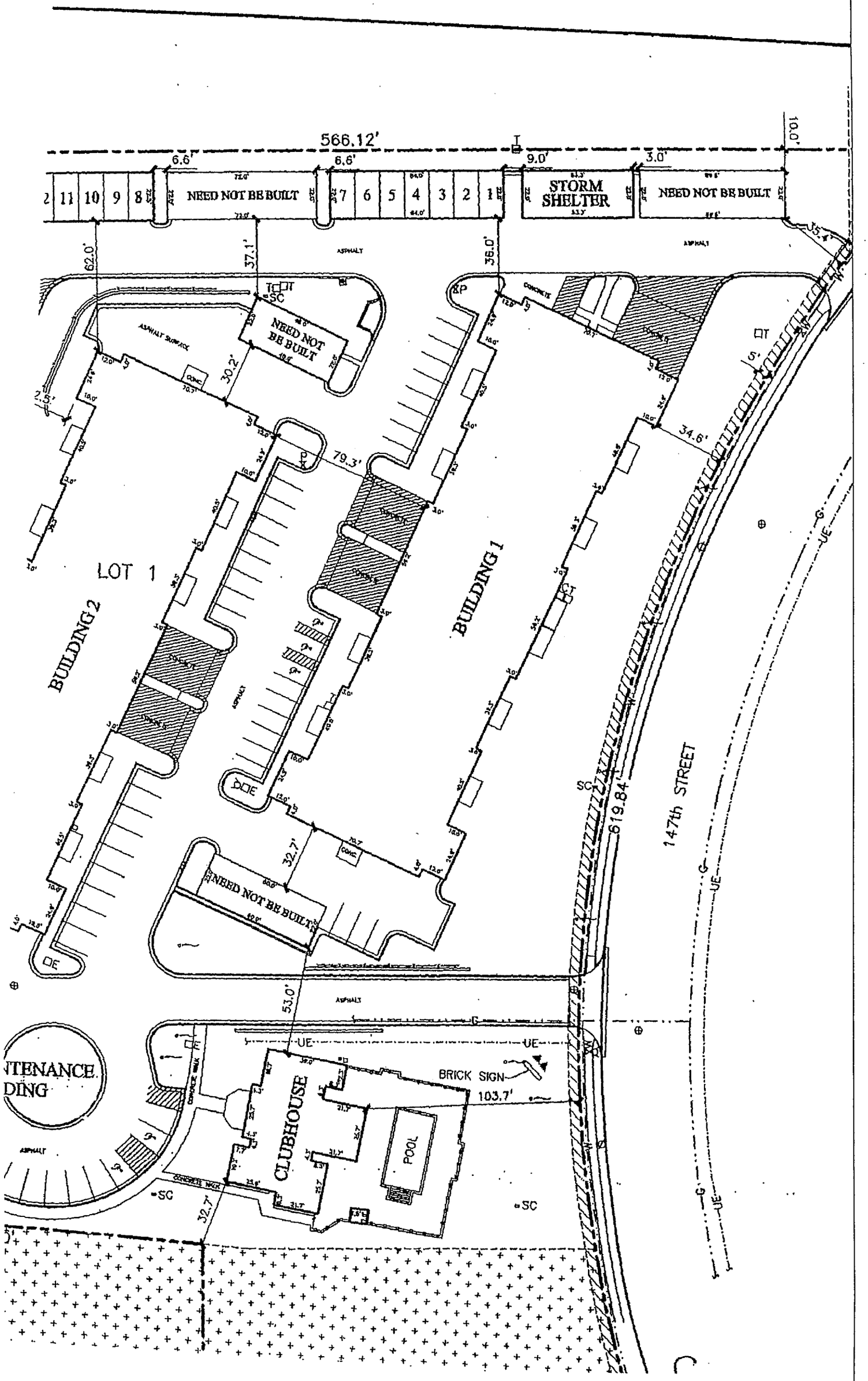
[SEAL] GENERAL NOTARY-State of Nebraska PHILIP GOYETTE My Comm. Exp. 5-21-08

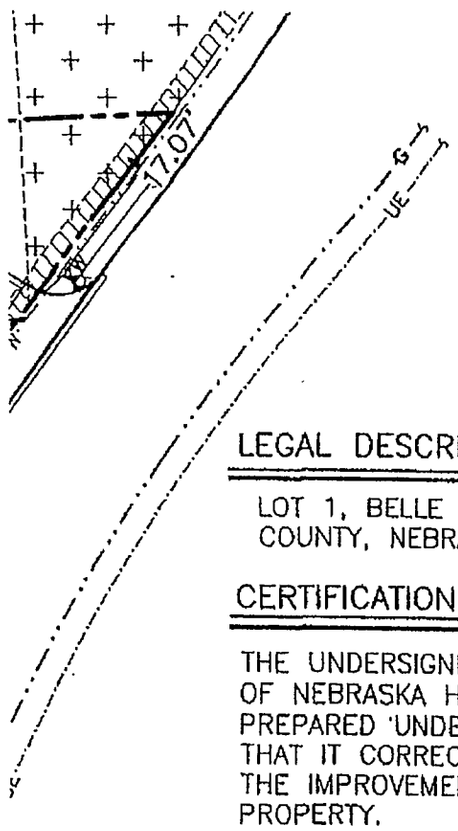
Notary Public

EXHIBIT "A"
Legal Description of the Land
Belle Meade Condominium

Lot 1, Belle Meade Replat 1, being replat of Lots 1 and 2, Belle Meade, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.


NEED NOT BE BUILT
17
16
15
14
13
12
11
10
5.0'
3.0'
58.62'
36.3'
62.0'
32.5'
275.26'
BUILDING 3
BUILDING 2
32.7'
32.8'
NEED NOT BE BUILT
147.50'
5.0'
45.0'
BELLE MEADE REPLAT 1
LOT 2
140.54'
36.1'
MAINTENANC
BUILDING
44.4'
190.70'


566.12'
10.0'
6.6'
6.6'
9.0'
3.0'
NEED NOT BE BUILT
STORM SHELTER
NEED NOT BE BUILT
62.0'
37.1'
36.0'
NEED NOT BE BUILT
30.2'
79.3'
34.6'
LOT 1
BUILDING 2
BUILDING 1
32.7'
NEED NOT BE BUILT
53.0'
619.84'
147th STREET
BRICK SIGN
103.7'
CLUBHOUSE
POOL
32.7'
UE
G
SC
DE



LEGAL DESCRIPTION

LOT 1, BELLE MEADE REPLAT 1, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

CERTIFICATION

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA HEREBY STATES THAT THIS AS-BUILT WAS PREPARED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT IT CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS LOCATED ON THE ABOVE DESCRIBED PROPERTY.

NEBRASKA REGISTERED L.S.-308 LAND SURVEYOR JAMES D. WARNER

JUNE 17, 2005
DATE:

JAMES D. WARNER
NEBRASKA R.L.S. 308

NOTES

1. THIS DRAWING SHOWS OR NOTES THE EASEMENTS LISTED UNDER SCHEDULE B – SECTION 2 OF COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. TA-50609, EFFECTIVE DATE JULY 12, 2005 AT 8:00 A.M.

   A. THE PROPERTY IS SUBJECT TO "DECLARATION OF EASEMENTS" RECORDED AS INSTRUMENT NUMBER 2005027021 AND "FIRST AMENDMENT TO DECLARATION OF EASEMENTS" RECORDED AS INSTRUMENT NUMBER 2005096334 ALL OF THE DOUGLAS COUNTY RECORDS.

UTILITY EASEMENT AS DESCRIBED IN THE FINAL PLAT DEDICATION OF GRAYHAWK RECORDED IN

STORM SEWER DRAINAGE AND MAINTENANCE CHANNEL EASEMENT GRANTED TO S.I.D. 457 AND THE CITY OF OMAHA AS SHOWN ON THE FINAL PLAT OF GRAYHAWK.

LEGEND

Ø	LIGHT POLE
□E	ELECTRICAL PEDESTAL
□T	TELEPHONE PEDESTAL
□C	CABLE TV PEDESTAL
□SC	SPRINKLER CONTROL BOX
⊕	SEWER MANHOLE
○	FIRE HYDRANT

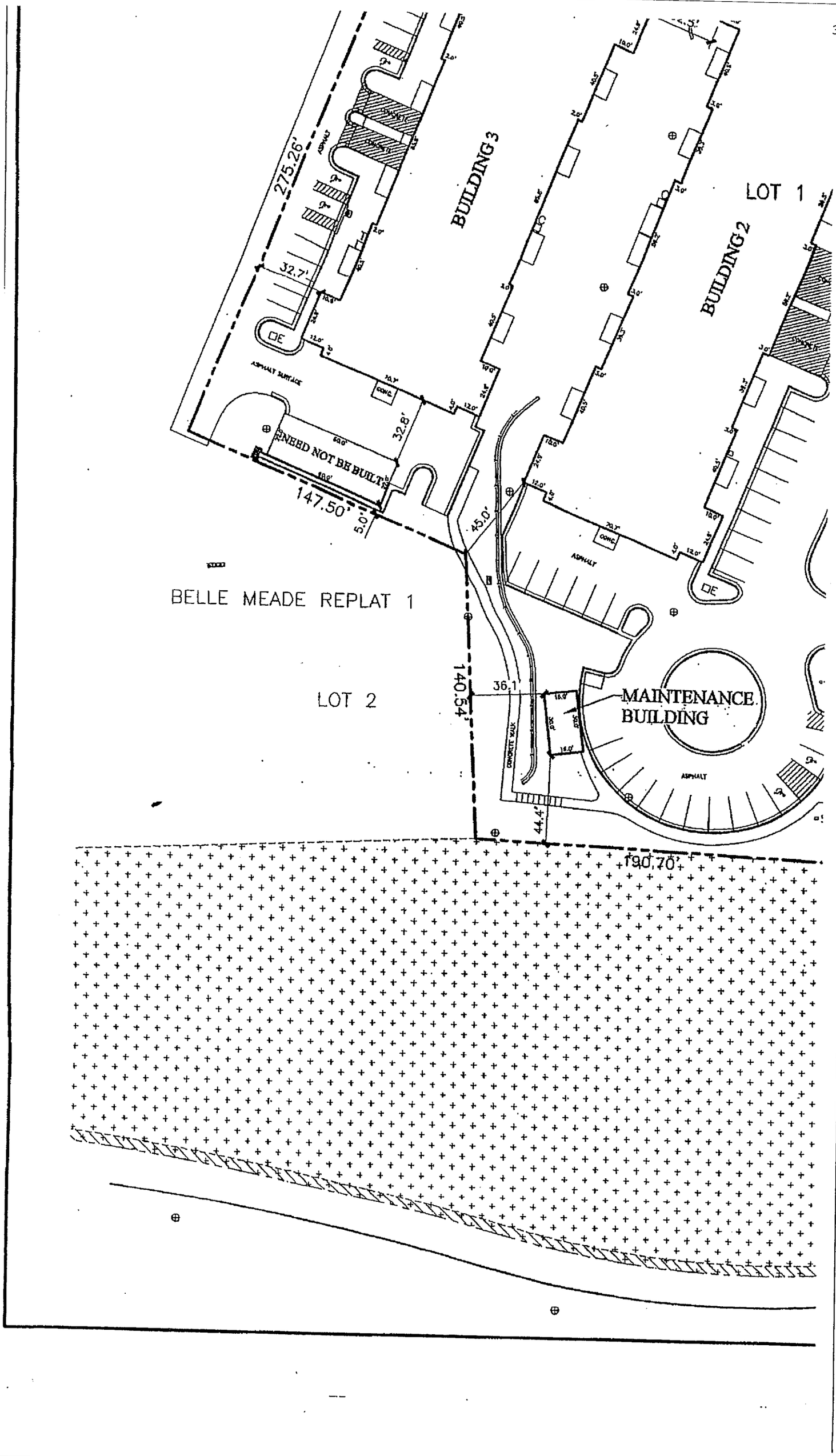
SCALE:	1" = 50'
DATE:	JUNE 17, 2005
DRAWN BY:	JJP
CHECKED BY:	JDW
REVISION	

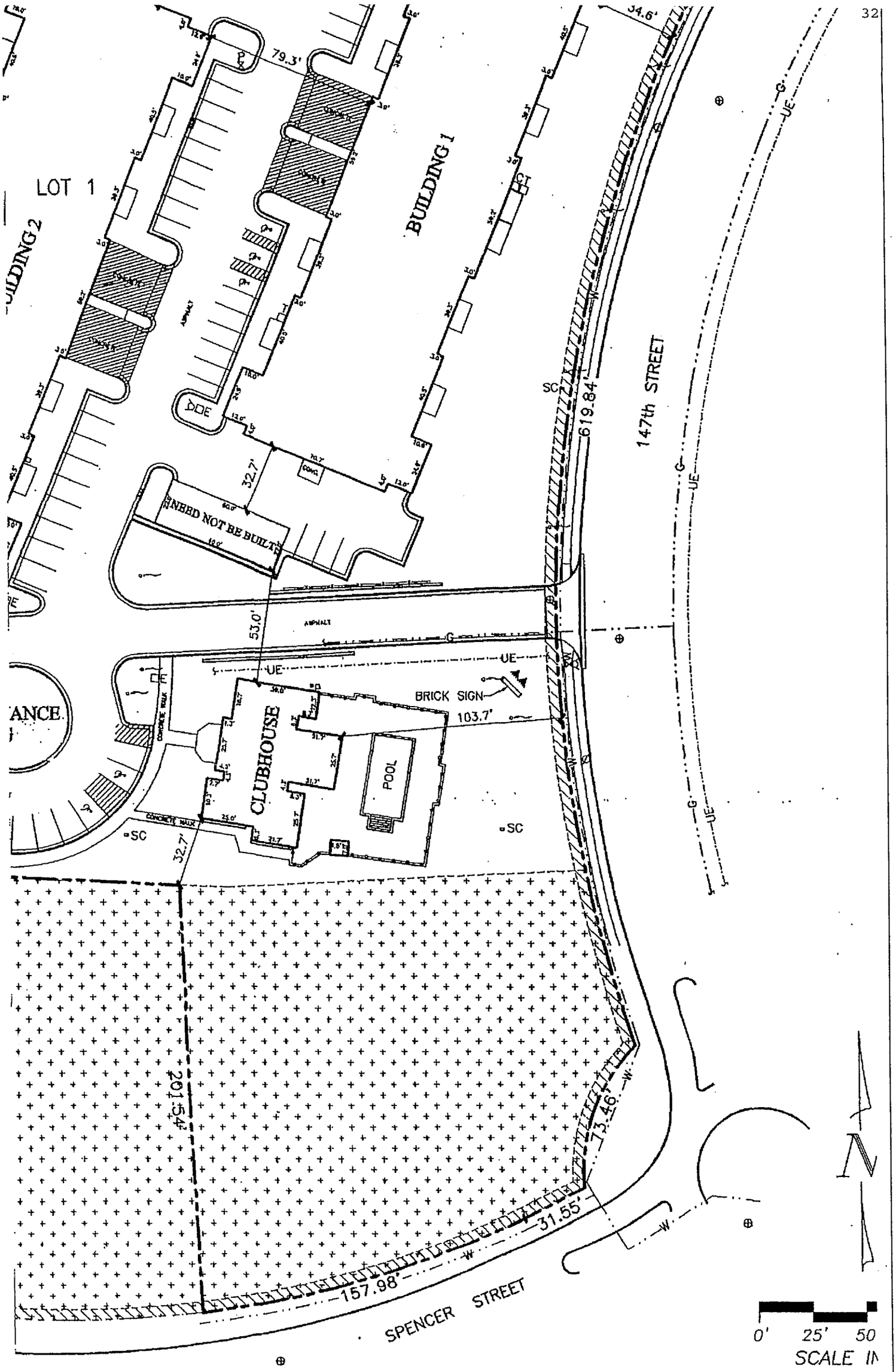
CONDOMINIUM REGIME

BELLE MEADE

AS-BUILT

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TD2MAIL@TD2CO.COM WEB: WWW.TD2CO.COM


BUILDING 3
BUILDING 2
LOT 1
LOT 2
BELLE MEADE REPLAT 1
275.26'
32.7'
32.8'
147.50'
5.0'
45.0'
140.54'
36.1'
44.4'
190.70'
MAINTENANCE BUILDING
ASPHALT
CONC.
DRIVEWAY
NEED NOT BE BUILT


LOT 1
BUILDING 1
BUILDING 2
79.3'
34.6'
147th STREET
619.84'
32.7'
NEED NOT BE BUILT
53.0'
BRICK SIGN
103.7'
CLUBHOUSE
POOL
CONCRETE WALK
32.7'
201.54'
73.46'
31.55'
157.98'
SPENCER STREET
0' 25' 50
SCALE IN

CERTIFICATION

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA HEREBY STATES THAT THIS AS-BUILT WAS PREPARED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT IT CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS LOCATED ON THE ABOVE DESCRIBED PROPERTY.

NEBRASKA REGISTERED L.S.-308 LAND SURVEYOR JAMES D. WARNER

JUNE 17, 2005
DATE:

JAMES D. WARNER
NEBRASKA R.L.S. 308

NOTES

1. THIS DRAWING SHOWS OR NOTES THE EASEMENTS LISTED UNDER SCHEDULE B – SECTION 2 OF COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. TA-50609, EFFECTIVE DATE JULY 12, 2005 AT 8:00 A.M.

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STORM SEWER DRAINAGE AND MAINTENANCE CHANNEL EASEMENT GRANTED TO S.I.D. 457 AND THE CITY OF OMAHA AS SHOWN ON THE FINAL PLAT OF GRAYHAWK.

LEGEND

Ø	LIGHT POLE
□E	ELECTRICAL PEDESTAL
□T	TELEPHONE PEDESTAL
□C	CABLE TV PEDESTAL
□SC	SPRINKLER CONTROL BOX
⊕	SEWER MANHOLE
	FIRE HYDRANT
⧖W	WATER VALVE
⧖P	POST INDICATOR VALVE
	CURB INLET
	FLAG POLE
	FLOOD LIGHT
—··— W —··—	WATER LINE
—··— G —··—	GAS LINE
—··—··— UE —··—··—	UNDERGROUND ELECTRICAL LINE
o—o—o	CHAIN LINK FENCE
	RETAINING WALL
	LIMITED COMMON ELEMENT

N

50' 100'
SCALE IN FEET

EXHIBIT A-1

CONDOMINIUM REGIME

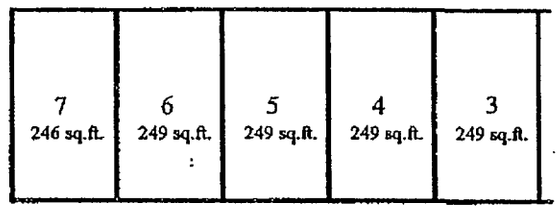
BELLE M

AS-BUILT

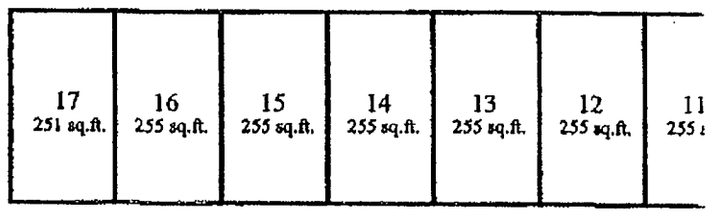
THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154
TEL: (402)330-8860, FAX: (402)330-5866
EMAIL: TD2MAIL@TD2CO.COM, WEB: WWW.TD2CO.COM

200-334-157

200334157.DWG

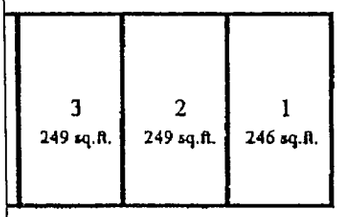


GARAGE UNITS

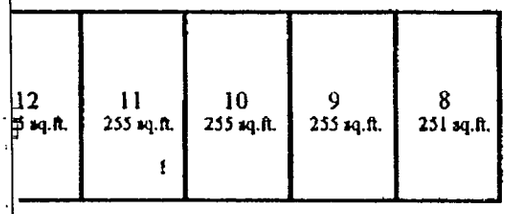


GARAGE UNITS 8-

COMMON EL



NITS 1-7



ITS 8-17

MON ELEMENT

SHEET 13 OF 13

CONDOMINIUM REGIME

BELLE MEADE

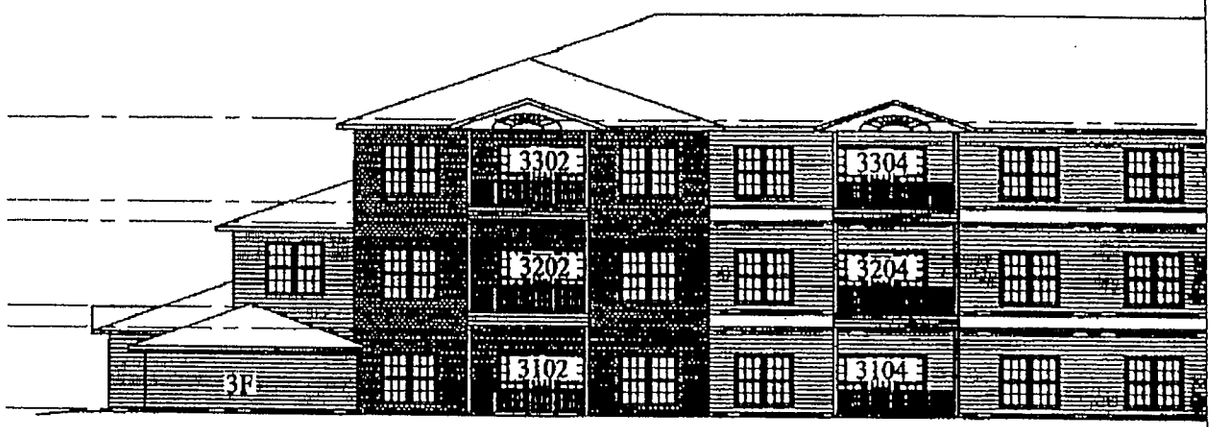
EXHIBIT A-1

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TD2MAIL@TD2000.COM WEB: WWW.TD2000.COM

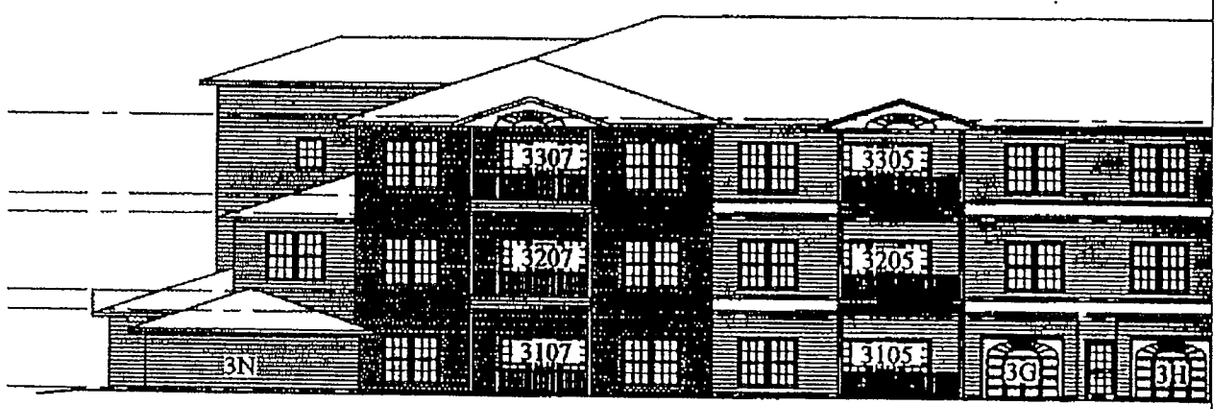
200-334-157

200334157.DWG

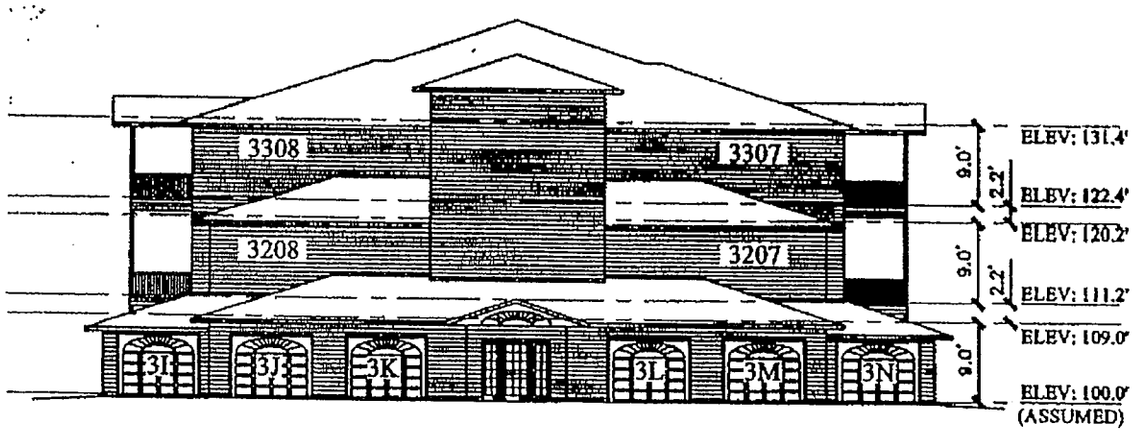


EAST ELEVA

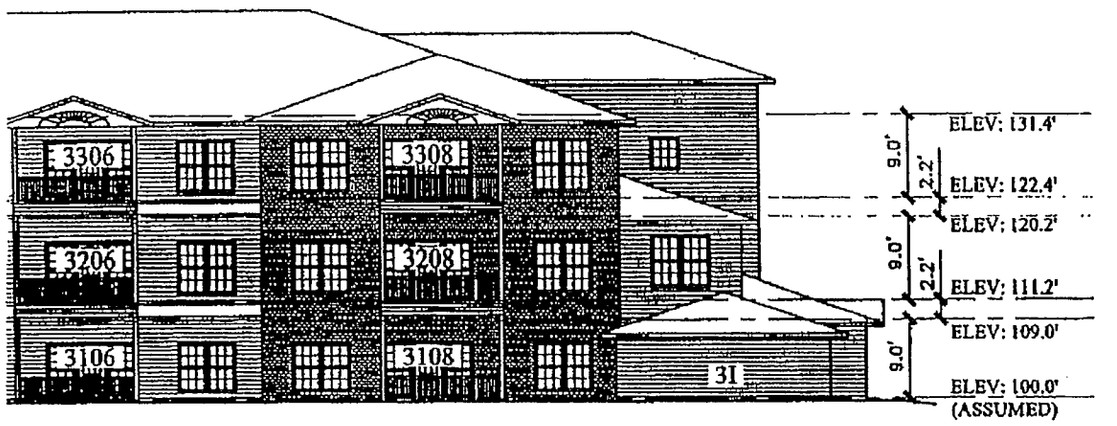
BUILDIN



WEST ELEVA

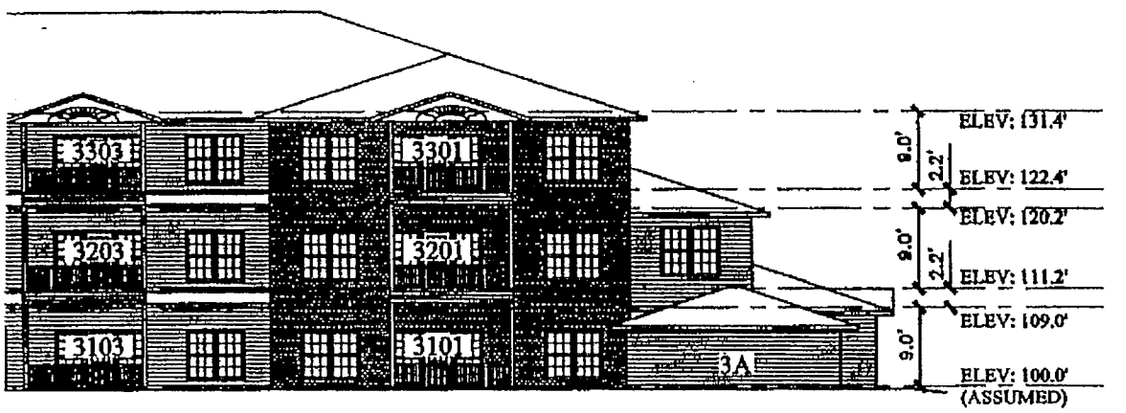


NORTH ELEVATION

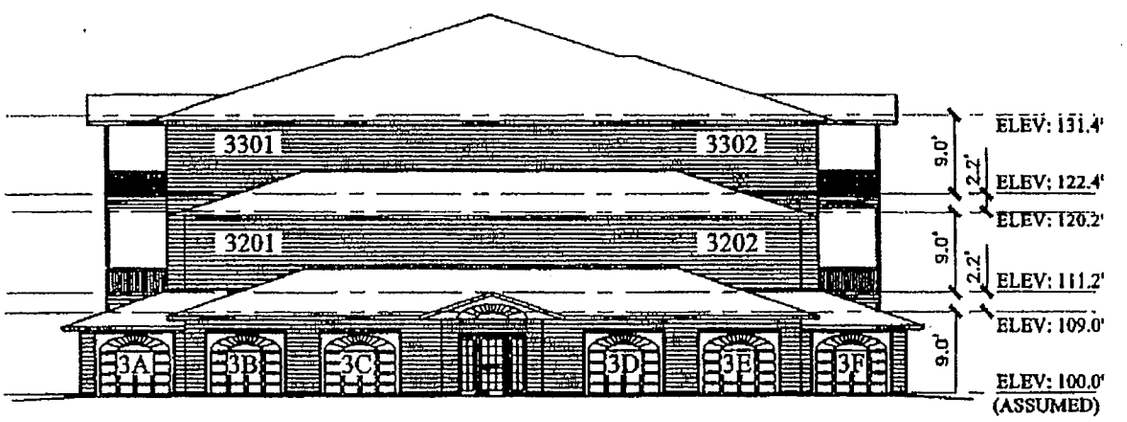


TION

G 3



ATION



SOUTH ELEVATION

SHEET 12 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

EXHIBIT A-1

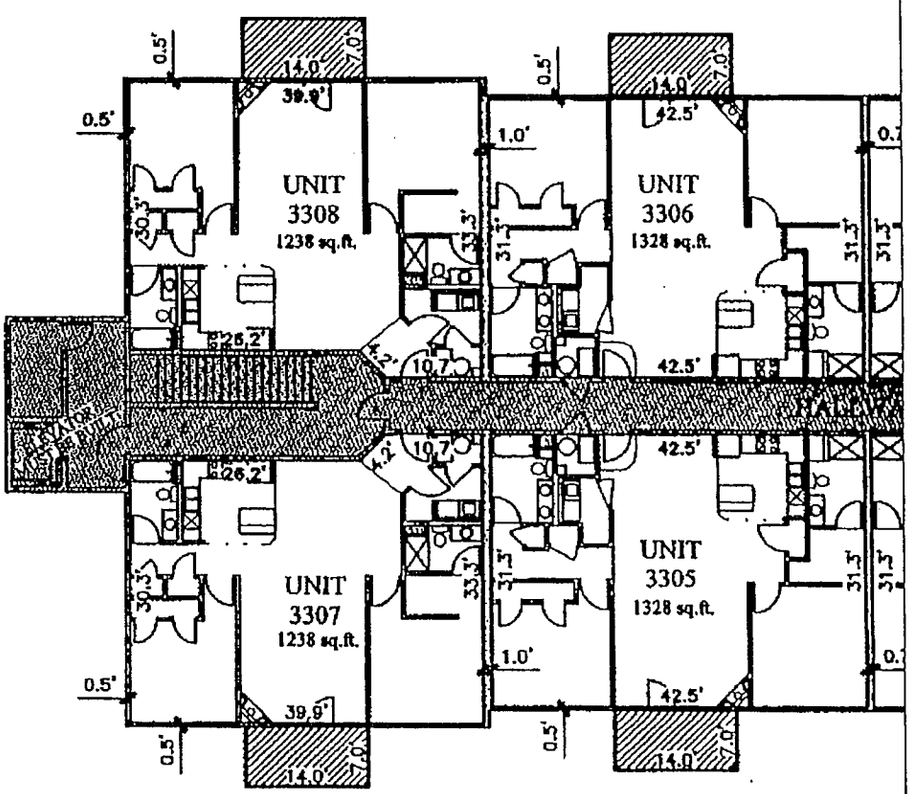
THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDDMAIL@TD2CO.COM WEB: WWW.TD2CO.COM

200-334-157

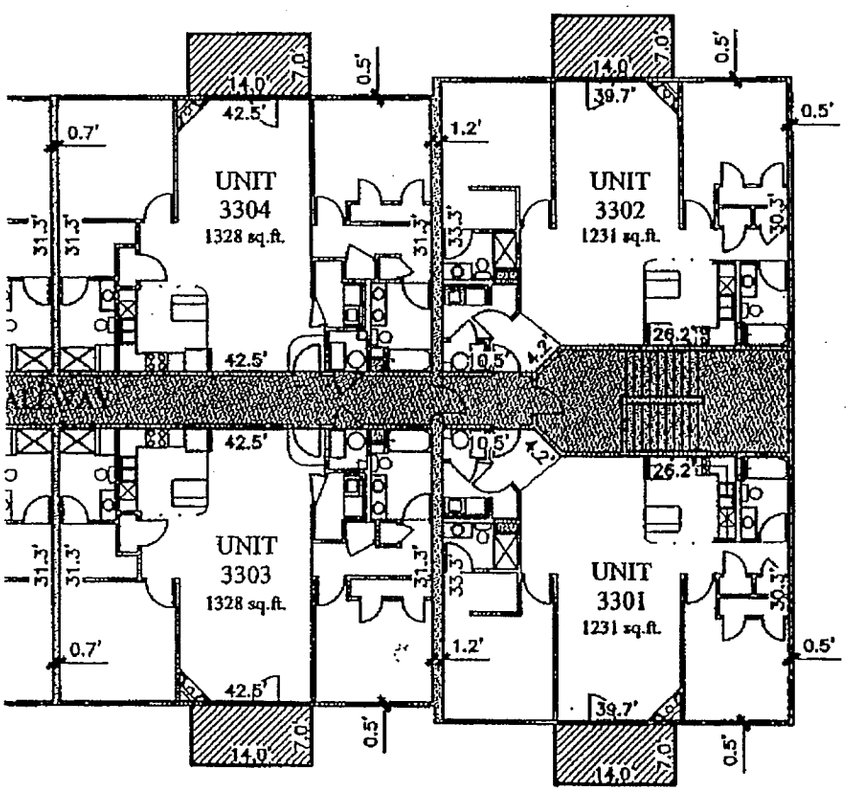
200334157.DWG

COMMON ELEMENT

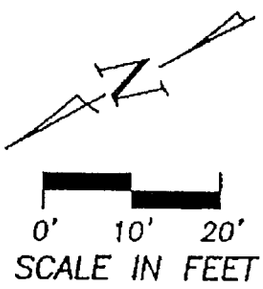
LIMITED COMMON ELEMENT



THIRD FLOO
BUILDING



.OOR
NG 3



SHEET 11 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

EXHIBIT A-1

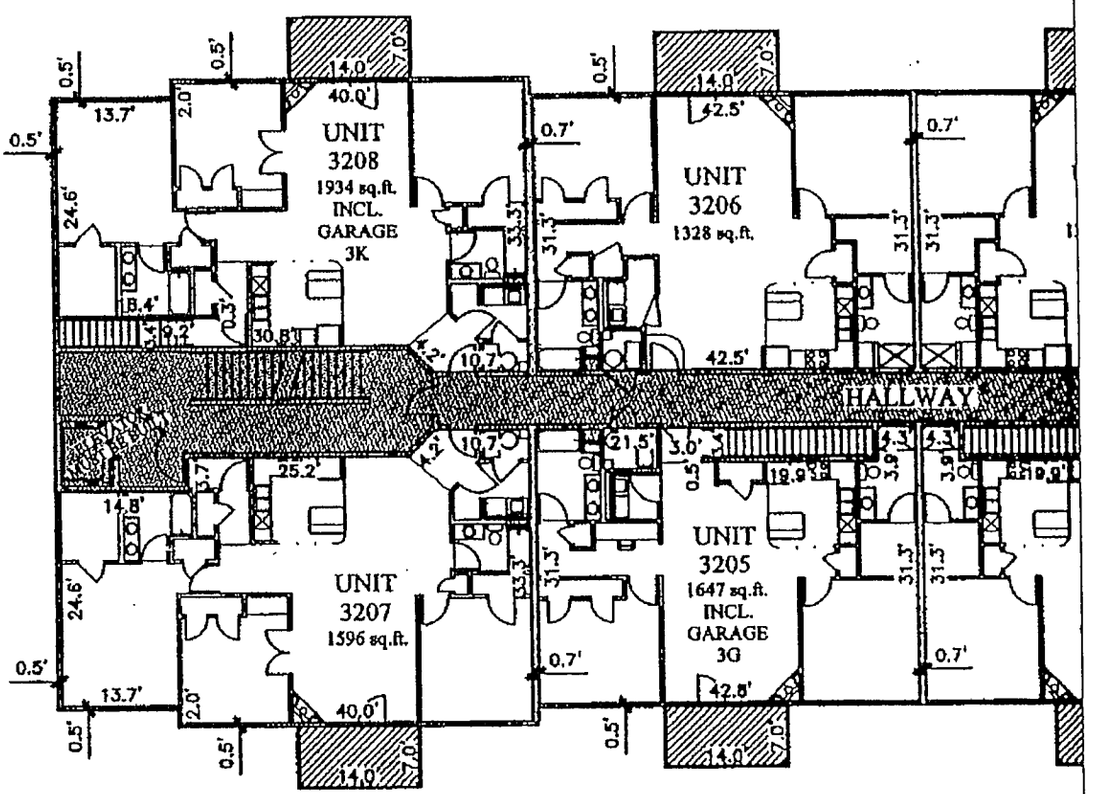
THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDDMAIL@TDD.COM WEB: WWW.TDD.COM

200-334-157

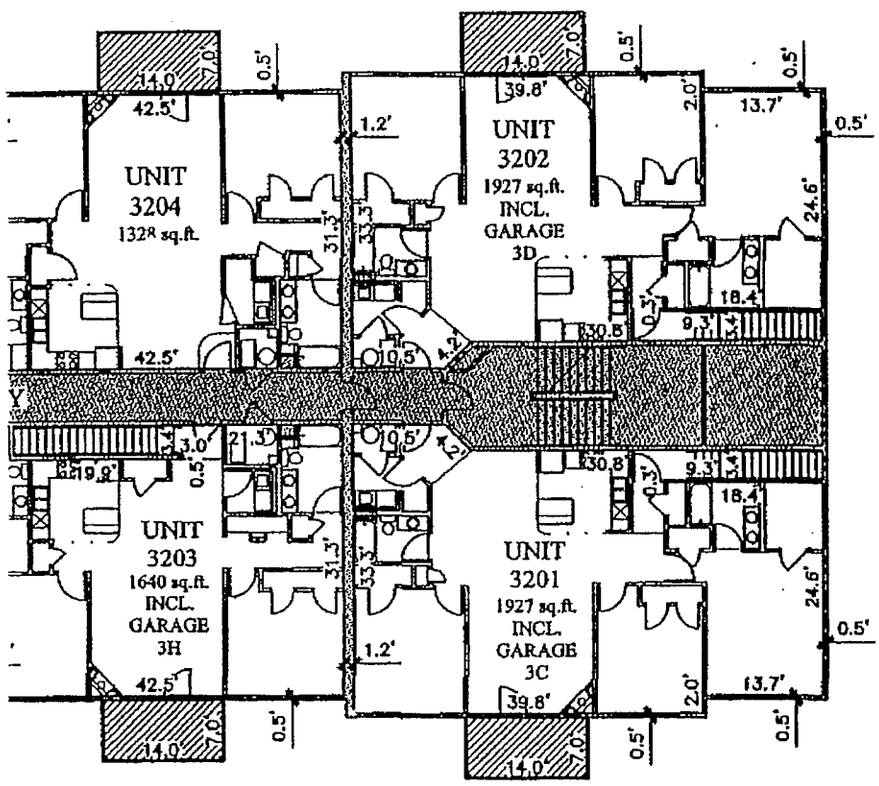
200334157.DWG

COMMON ELEMENT

LIMITED COMMON ELEMENT



SECOND FLOOR
BUILDING 3



LOOR
NG 3

0' 10' 20'
SCALE IN FEET

SHEET 10 OF 13

SCALE: 1" = 20'	
DATE: JUNE 21, 2005	
DRAWN BY: JJP	
CHECKED BY: JDW	
REVISIONS:	

CONDOMINIUM REGIME

BELLE MEADE

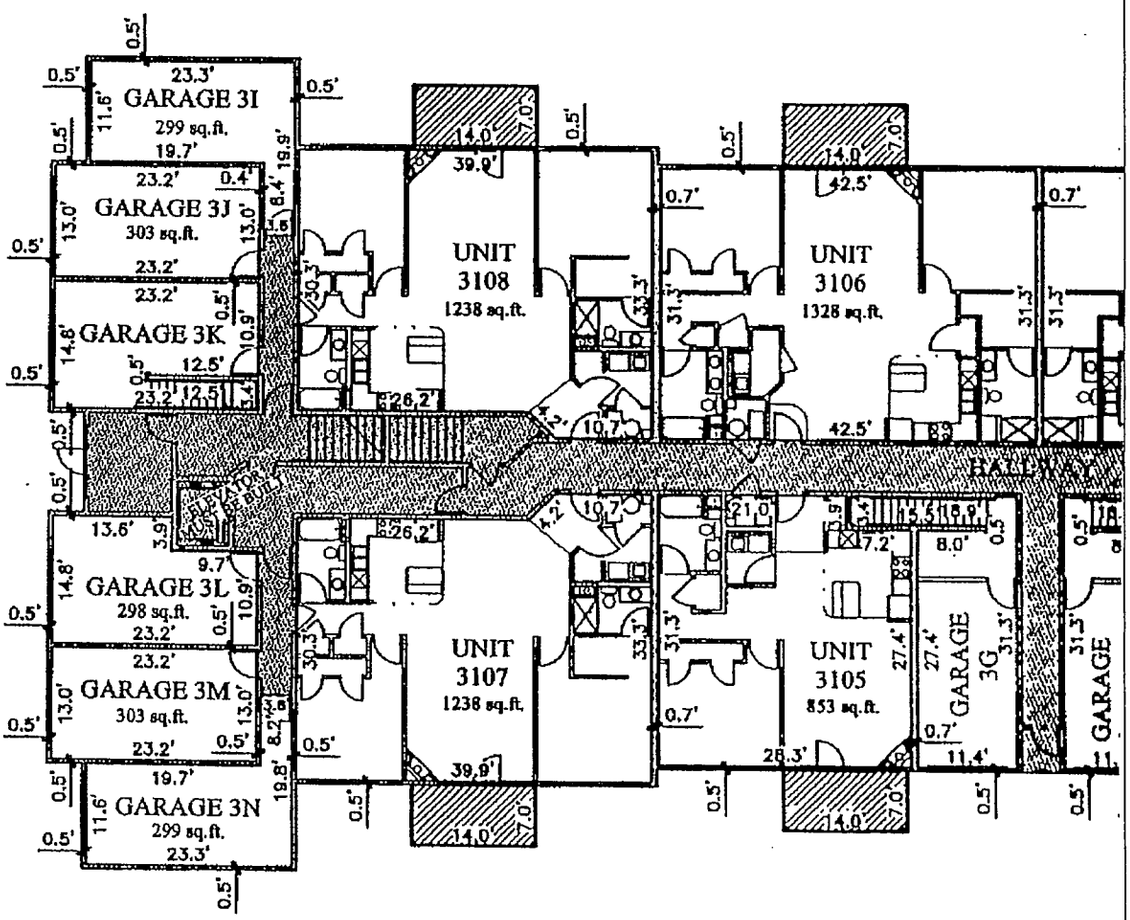
EXHIBIT A-1

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDDMAIL@TDD.COM WEB: WWW.TDD.COM

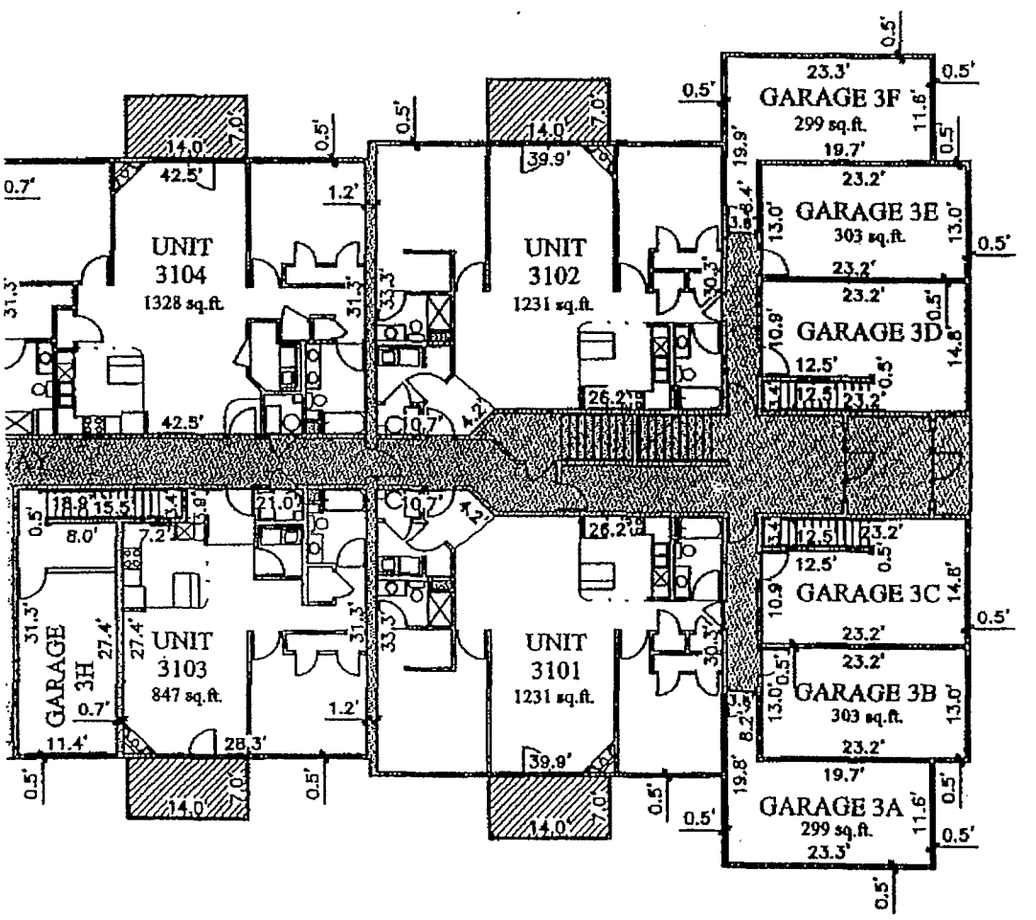
200-334-157

COMMON ELEMENT

LIMITED COMMON ELEMENT



FIRST FLO
BUILDIN(



LOOR
ING 3

0' 10' 20'
SCALE IN FEET.

SHEET 9 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

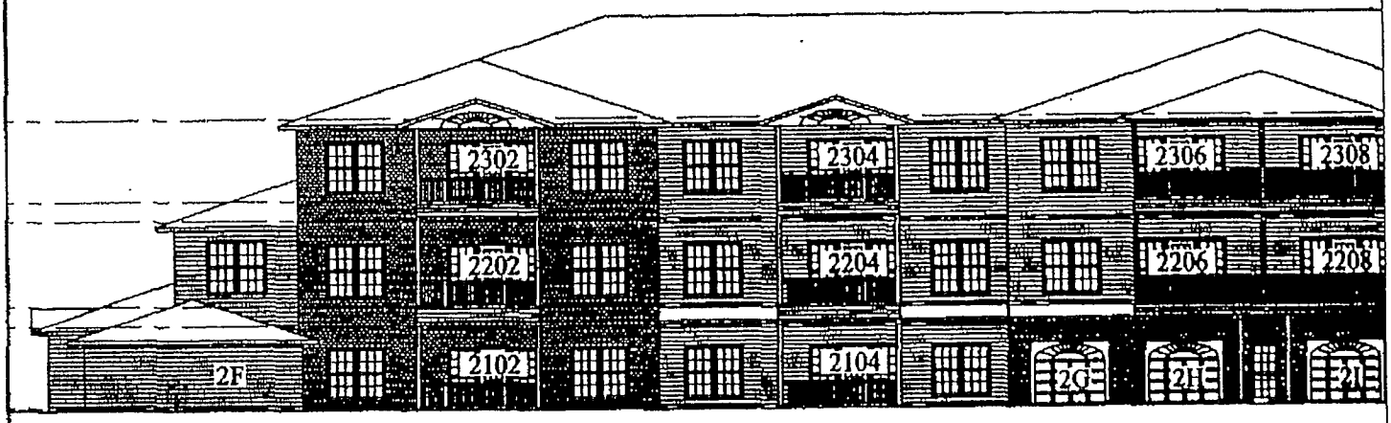
BELLE MEADE

EXHIBIT A-1

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDDMAIL@TD2CO.COM WEB: WWW.TD2CO.COM

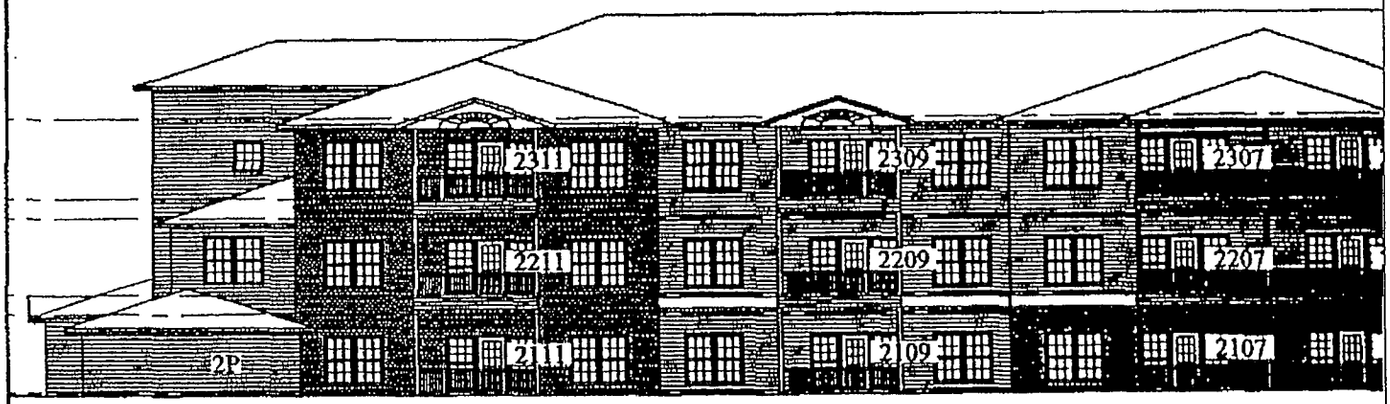
200-334-157

20033 (157.DWG

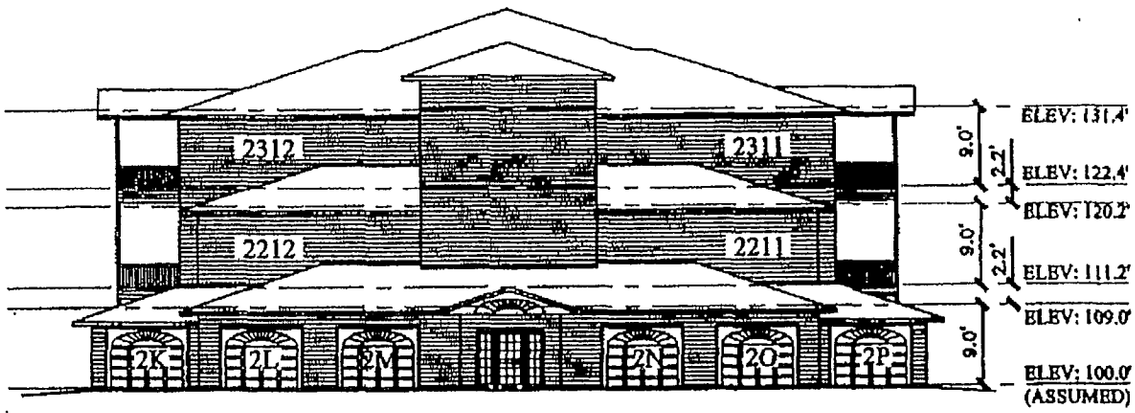


EAST ELEVAT

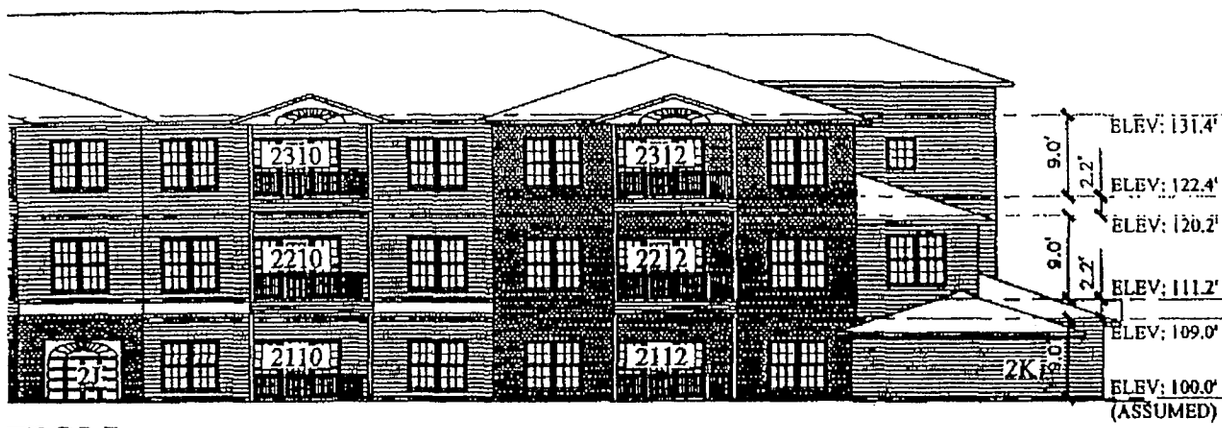
BUILDIN



WEST ELEVA

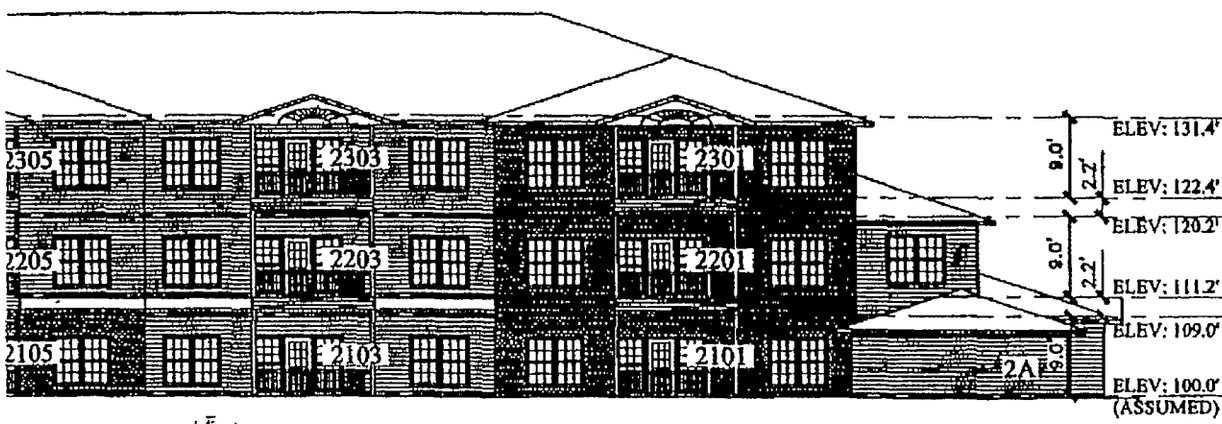


NORTH ELEVATION



ΓΙΟΝ

G 2



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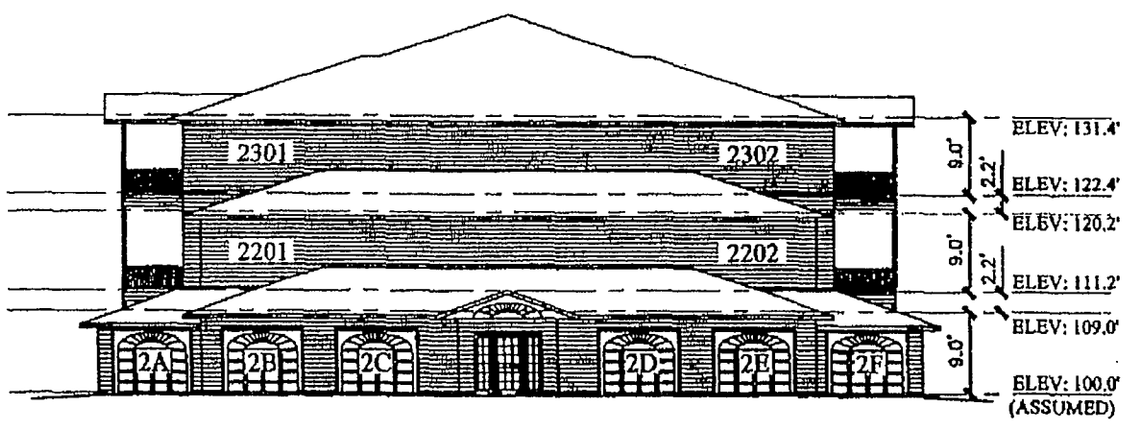


SOUTH ELEVATION

SHEET 8 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

EXHIBIT A-1

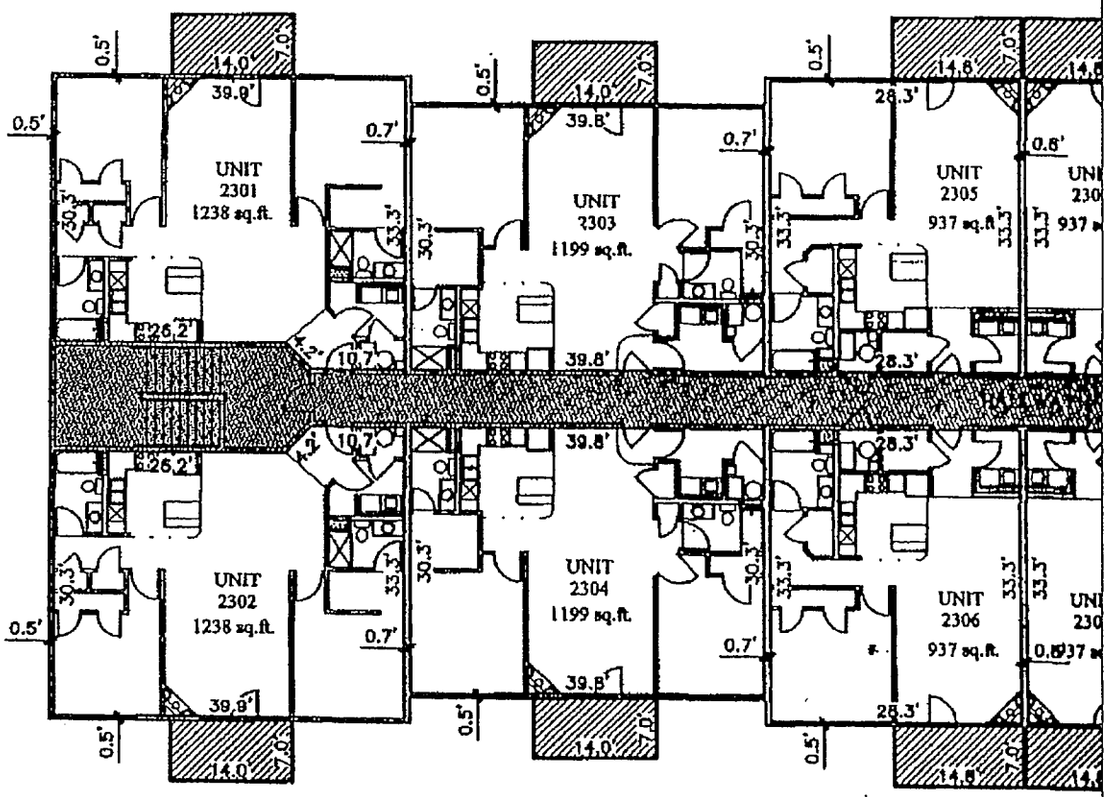
THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDD@TDD2.COM WEB: WWW.TDD2.COM

200-334-157

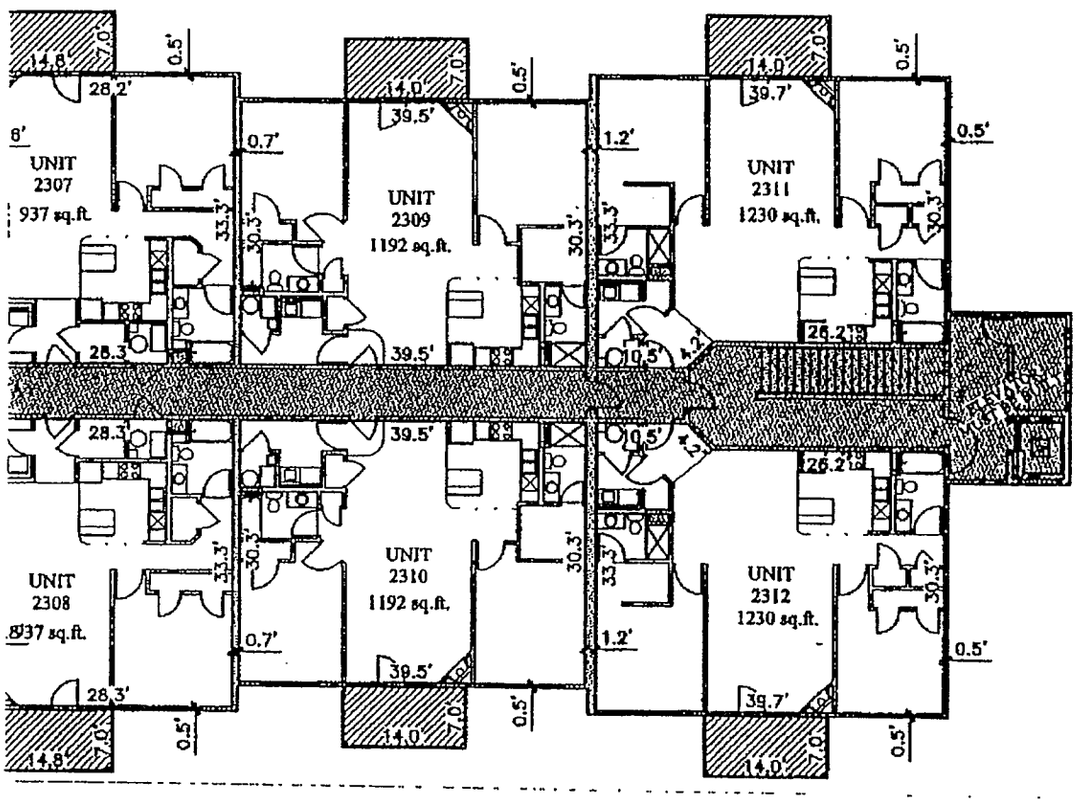
200334157.DWG

COMMON ELEMENT

LIMITED COMMON ELEMENT



THIRD FLO
BUILDIN



LOOR
ING 2

N

0' 10' 20'
SCALE IN FEET

SHEET 7 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

EXHIBIT A-1

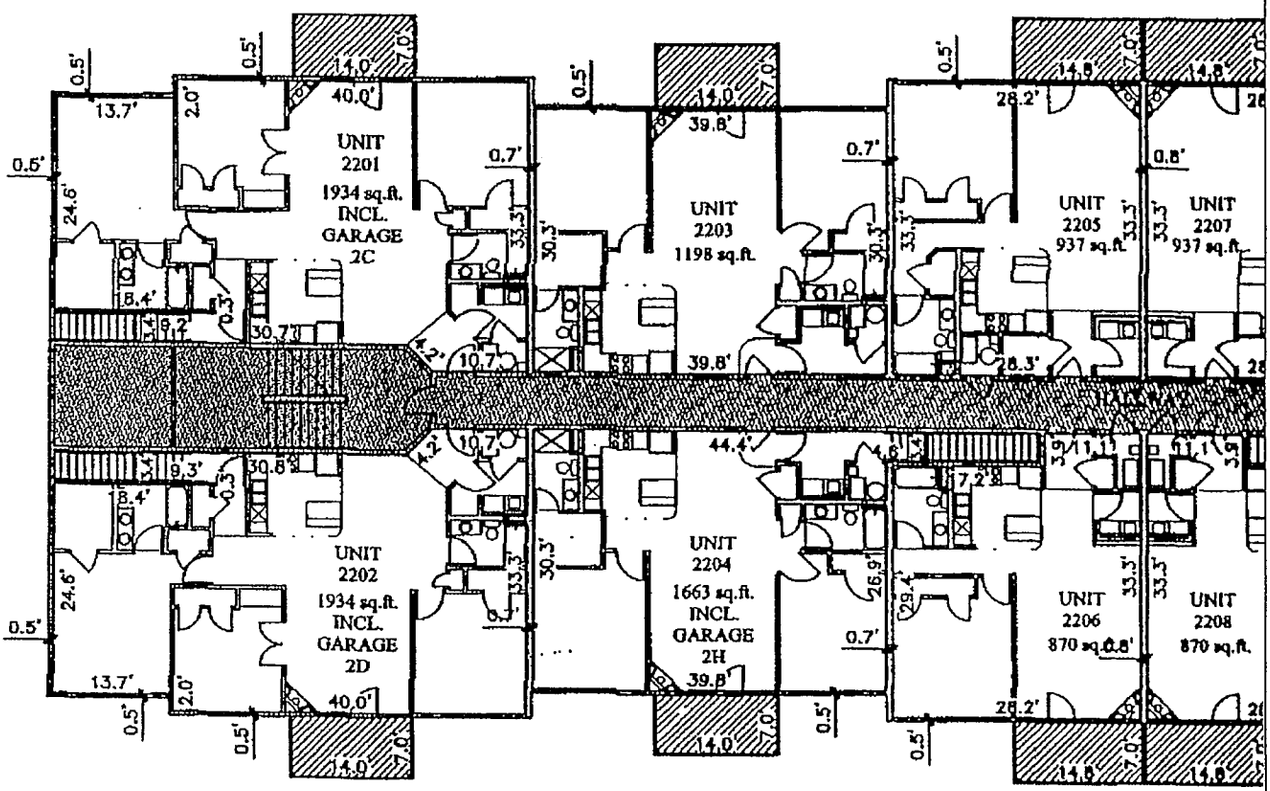
THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDDMAIL@TD2CO.COM WEB: WWW.TD2CO.COM

200-334-167

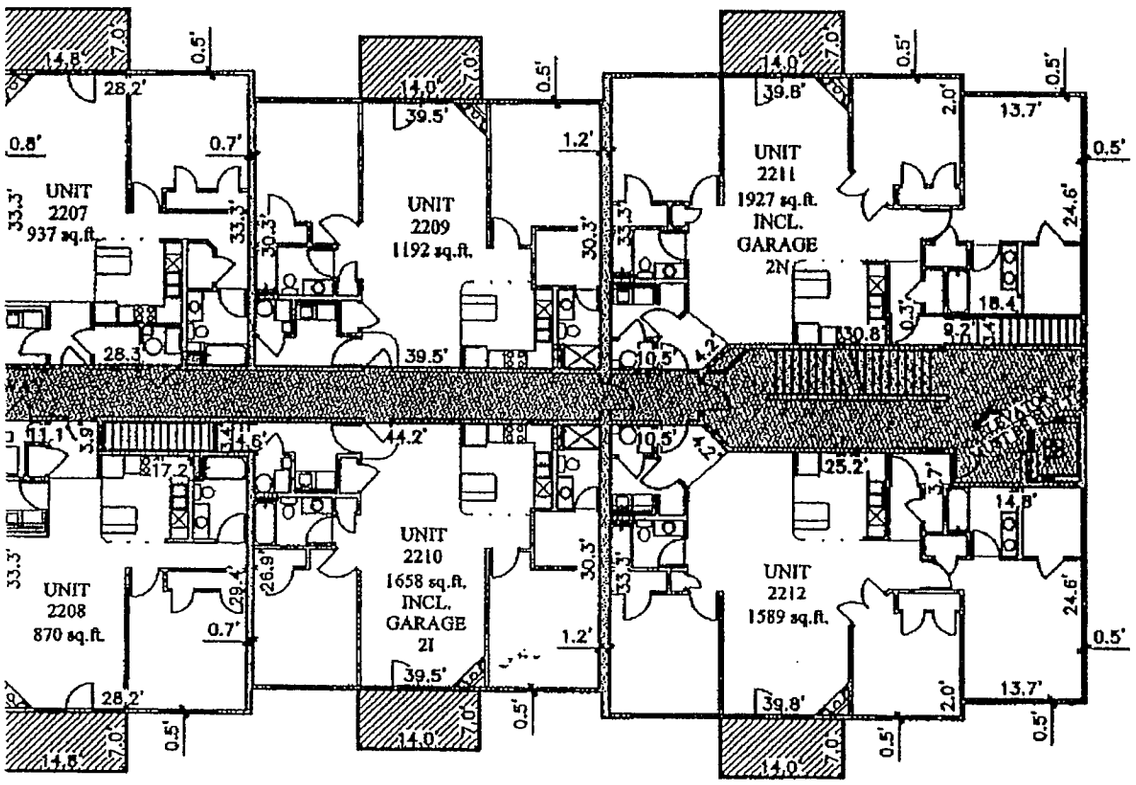
20012 1167.DWG

COMMON ELEMENT

LIMITED COMMON ELEMENT



SECOND FLO
BUILDING



FLOOR
DING 2

0' 10' 20'
SCALE IN FEET

SHEET 6 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

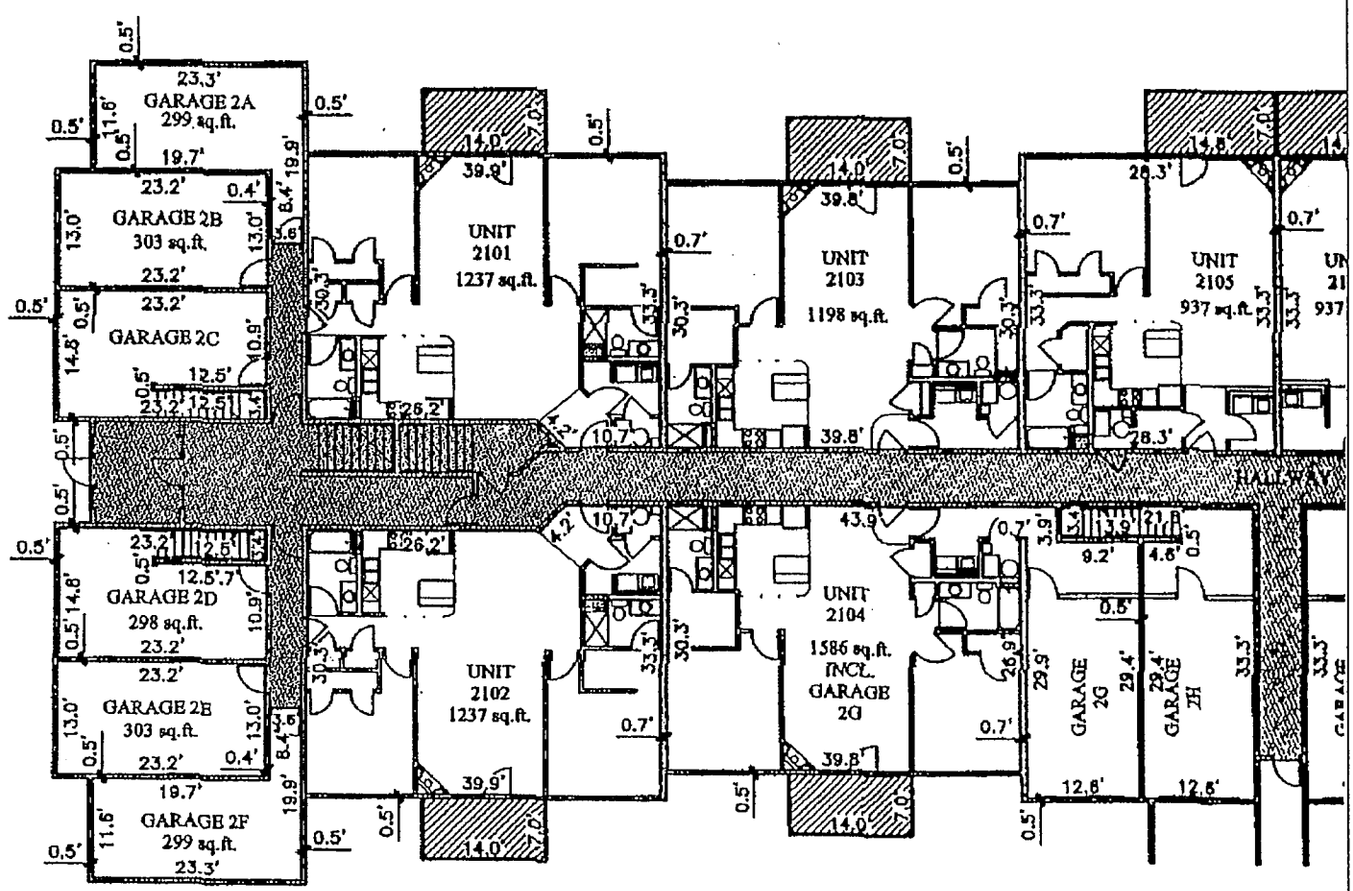
EXHIBIT A-1

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDD@TDD.COM WEB: WWW.TDD.COM

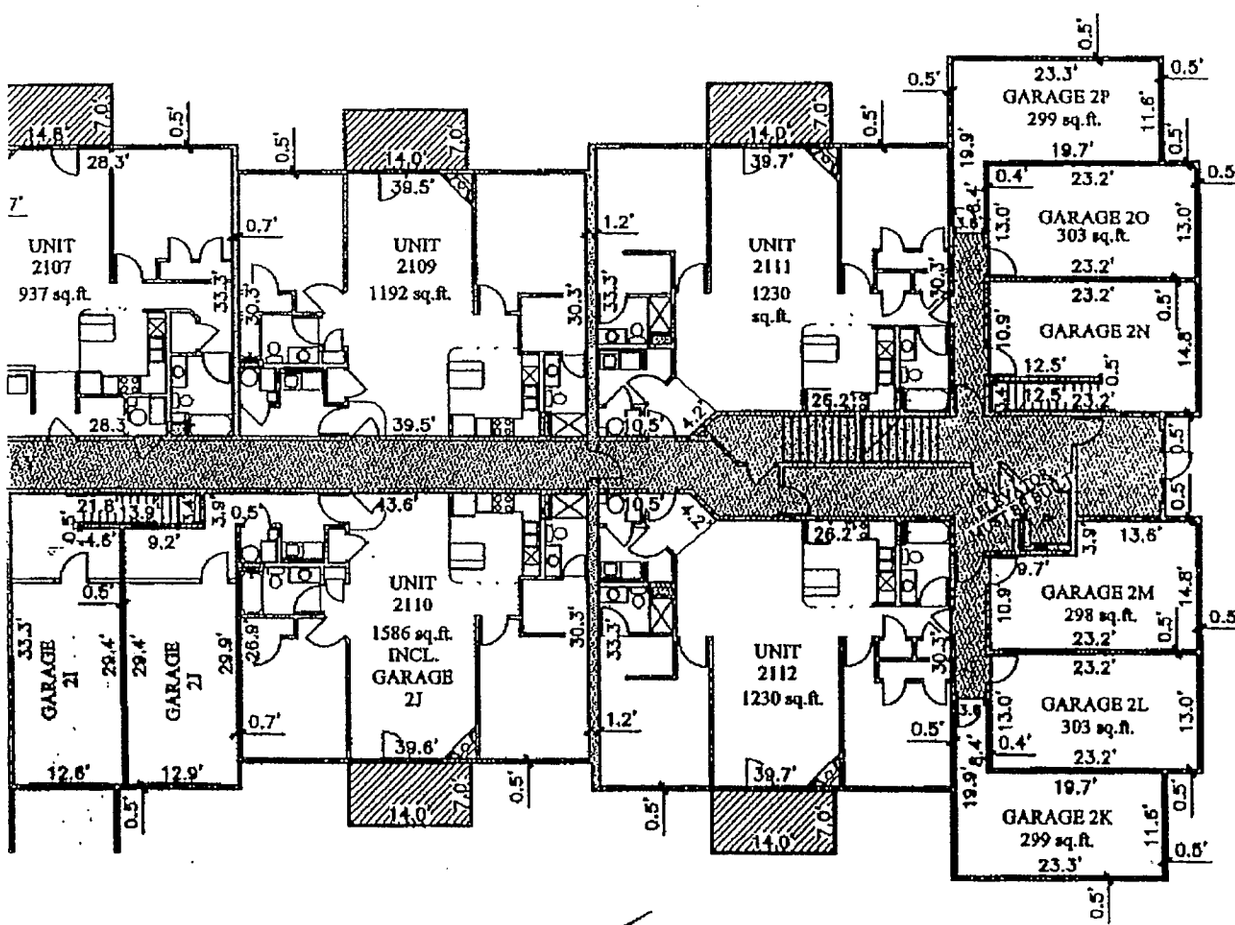
200-334-157

COMMON ELEMENT

LIMITED COMMON ELEMENT



FIRST FL
BUILDIN



LOOR ING 2

0' 10' 20'
SCALE IN FEET

SHEET 5 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

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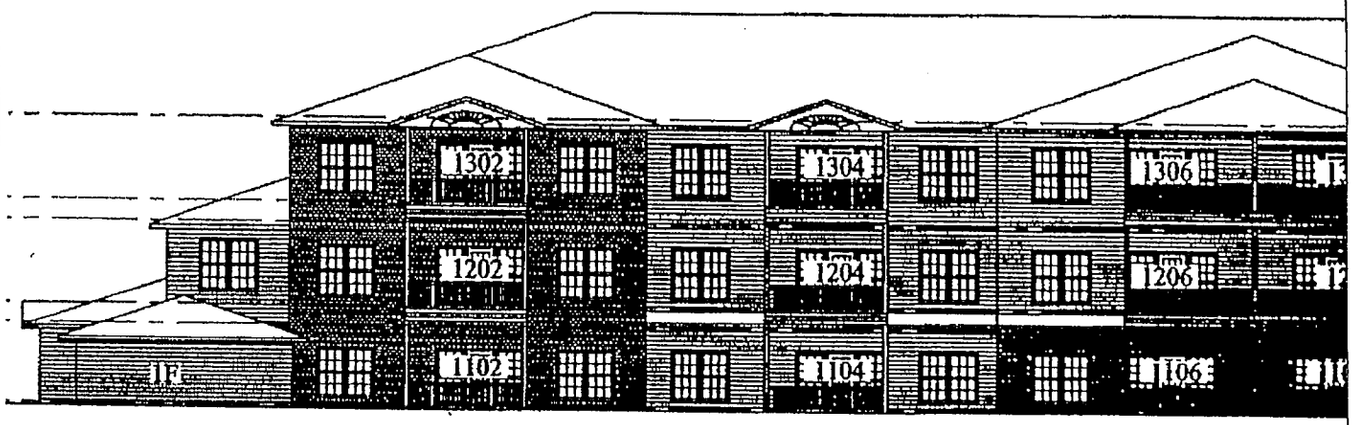
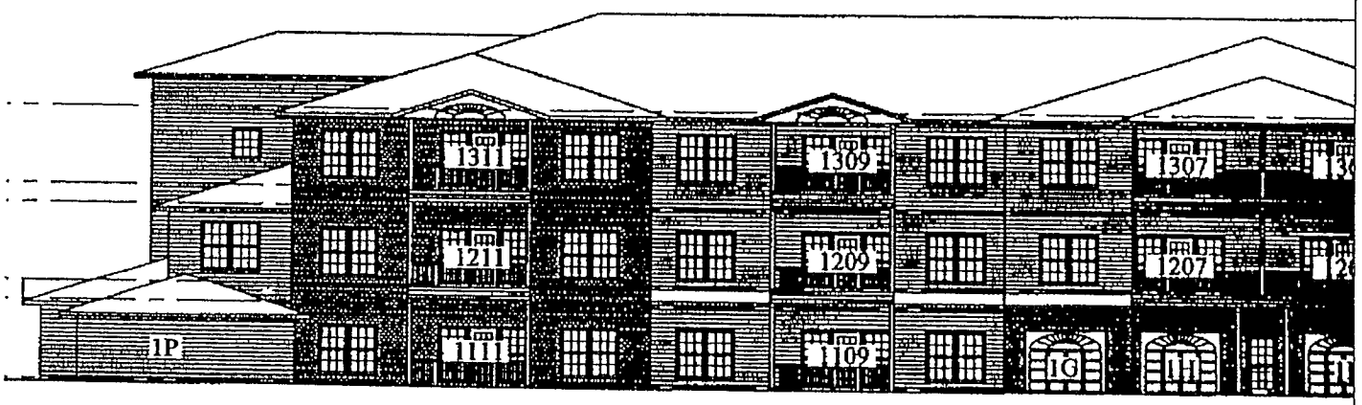
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TDDMAIL@TD2000.COM WEB: WWW.TD2000.COM

200-334-157

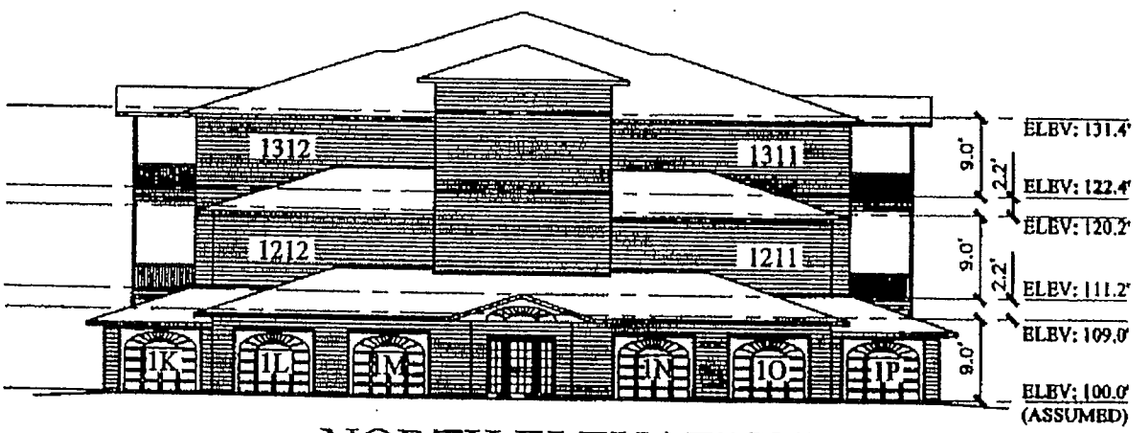


EAST ELEVA

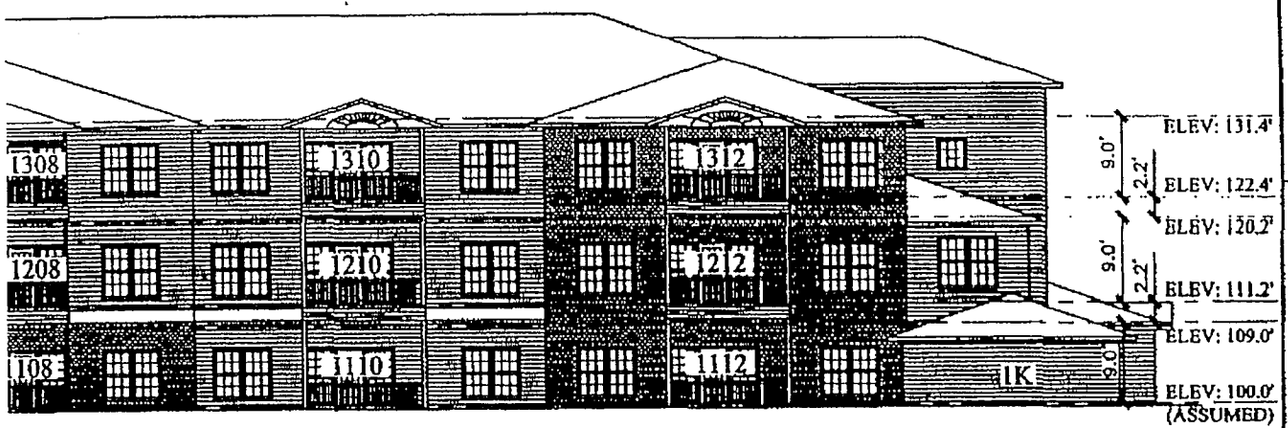
BUILDIN



WEST ELEV



NORTH ELEVATION



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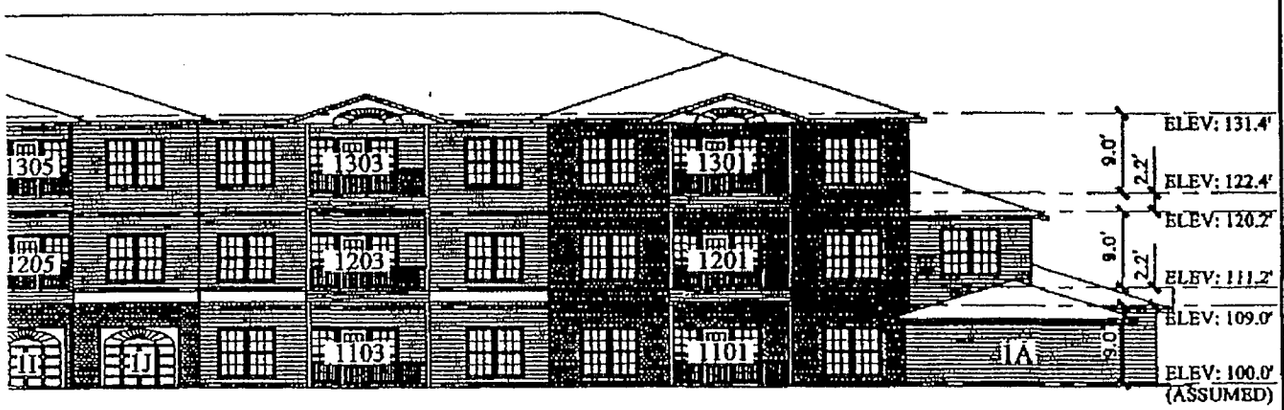
[NG 1



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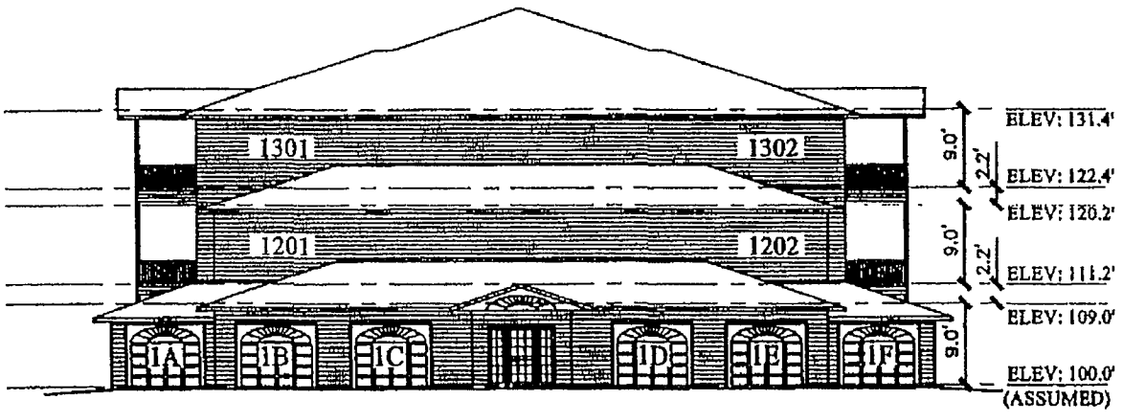

SOUTH ELEVATION

SHEET 4 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

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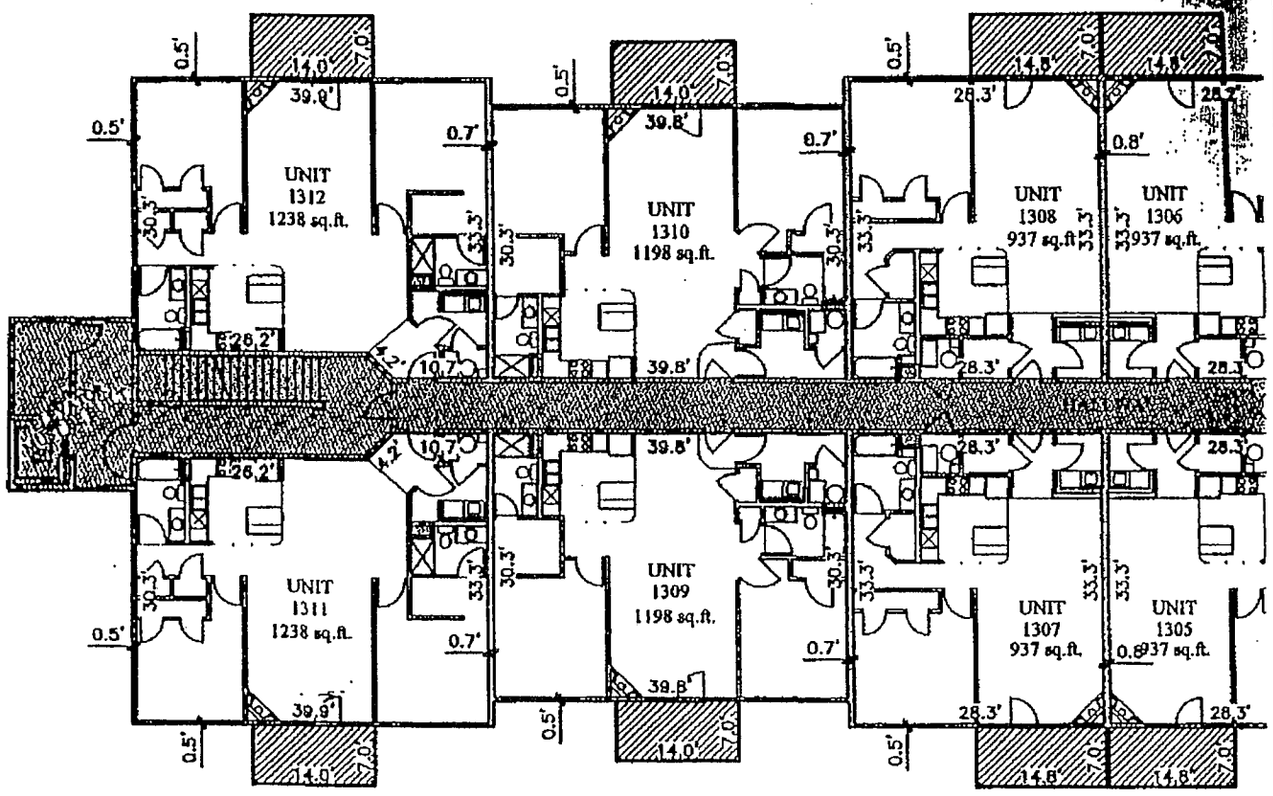
EMAIL: TDDMAIL@TD2CO.COM WEB: WWW.TD2CO.COM

200-334-157

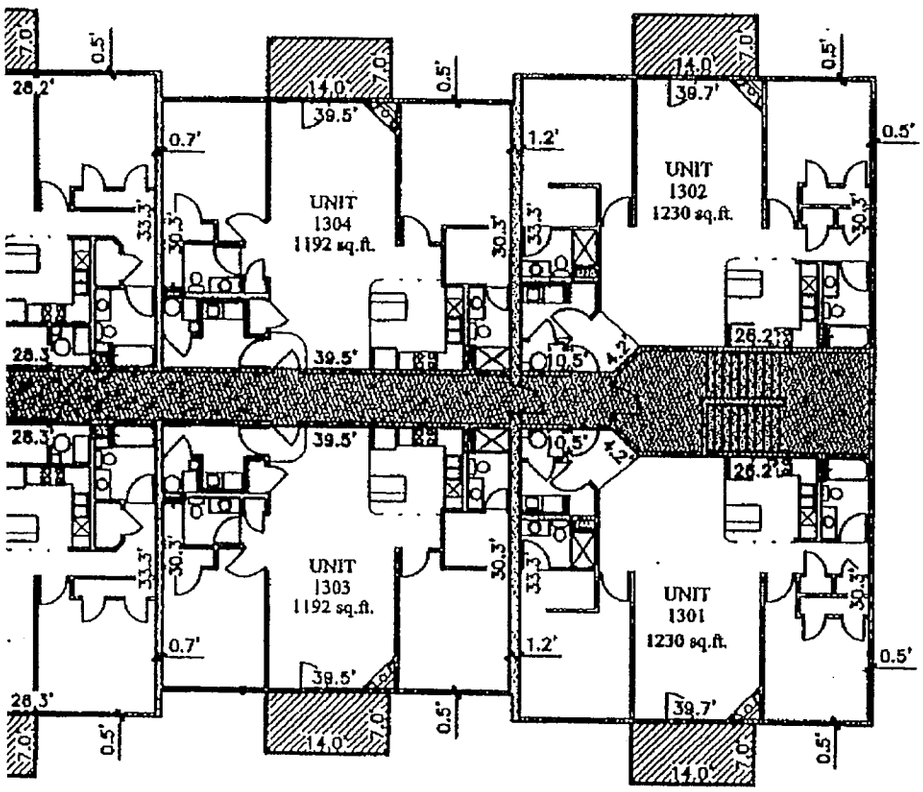
200334157.DWG

COMMON ELEMENT

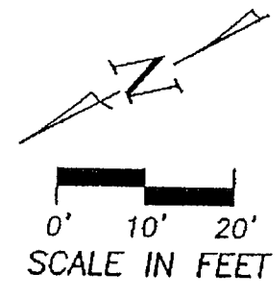
LIMITED COMMON ELEMENT



THIRD FLOOR
BUILDING 1



OR
G 1



SHEET 3 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

CONDOMINIUM REGIME

BELLE MEADE

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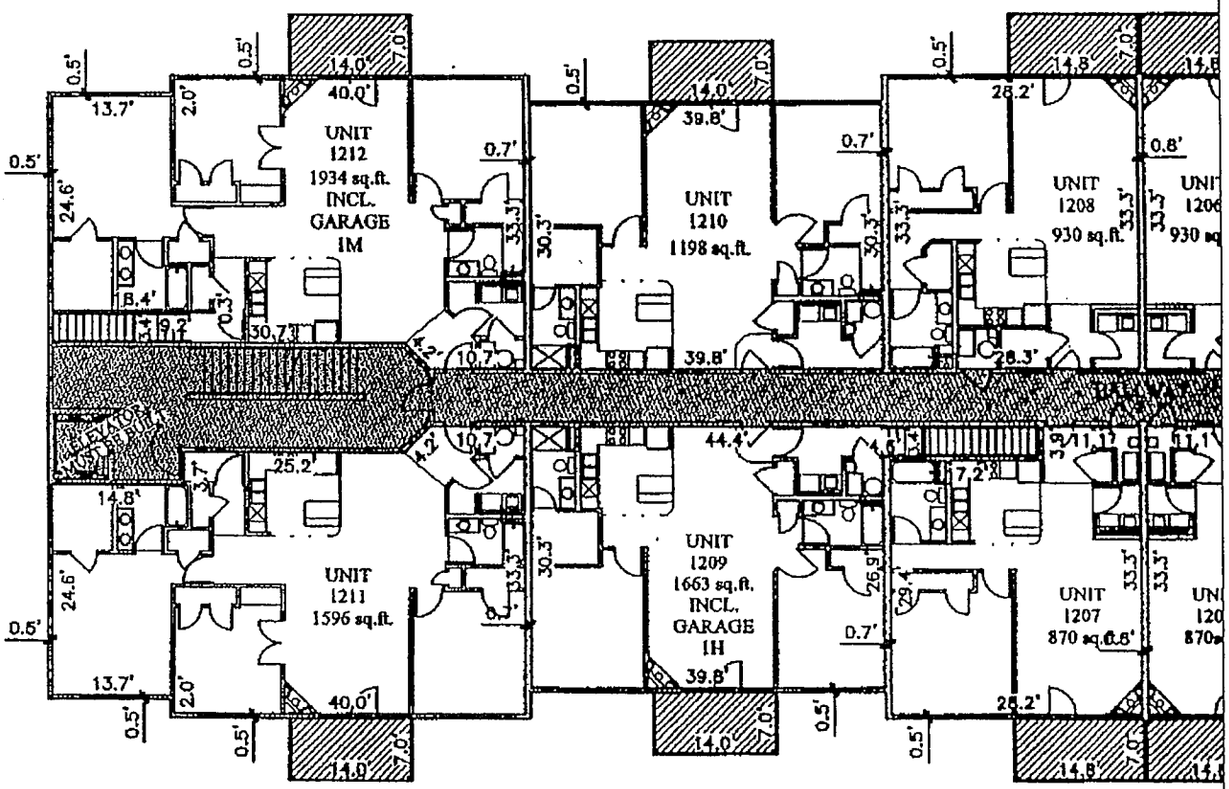
200-334-157

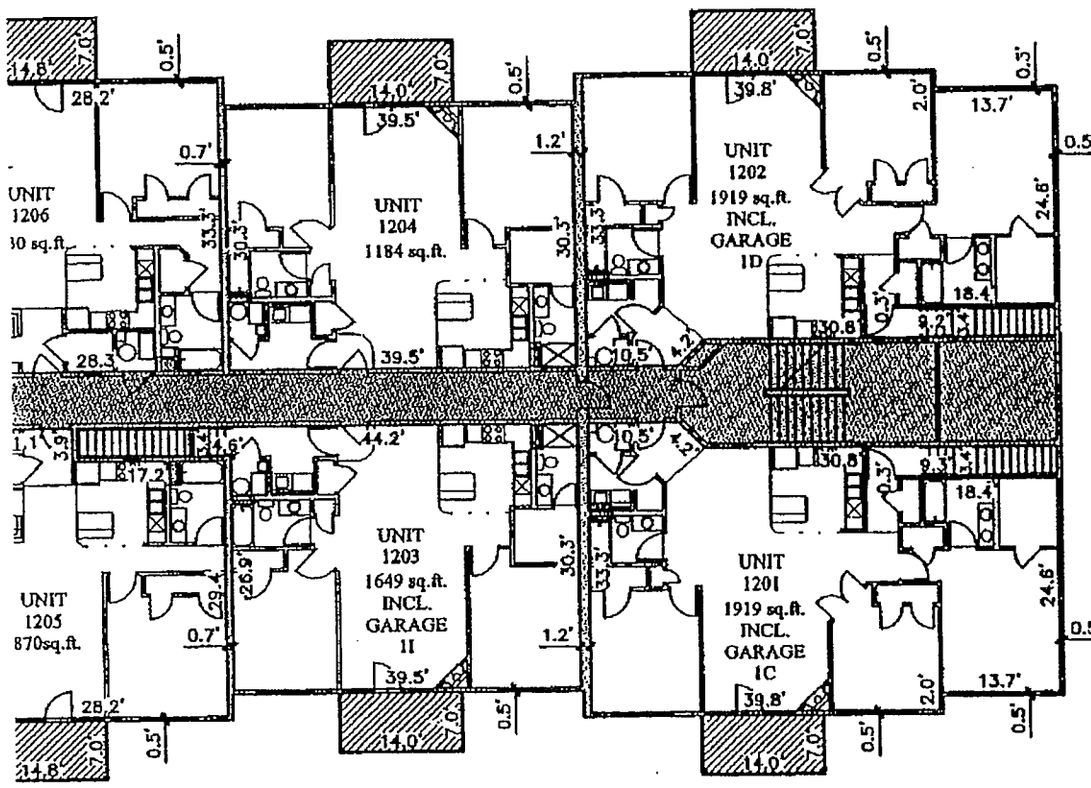
200334157.DWG

COMMON ELEMENT

LIMITED COMMON ELEMENT



SECOND FI
BUILDIN



FLOOR ING 1

0' 10' 20'
SCALE IN FEET

EXHIBIT A-1
SHEET 2 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
CHECKED BY: JDW
REVISIONS:

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BELLE MEADE

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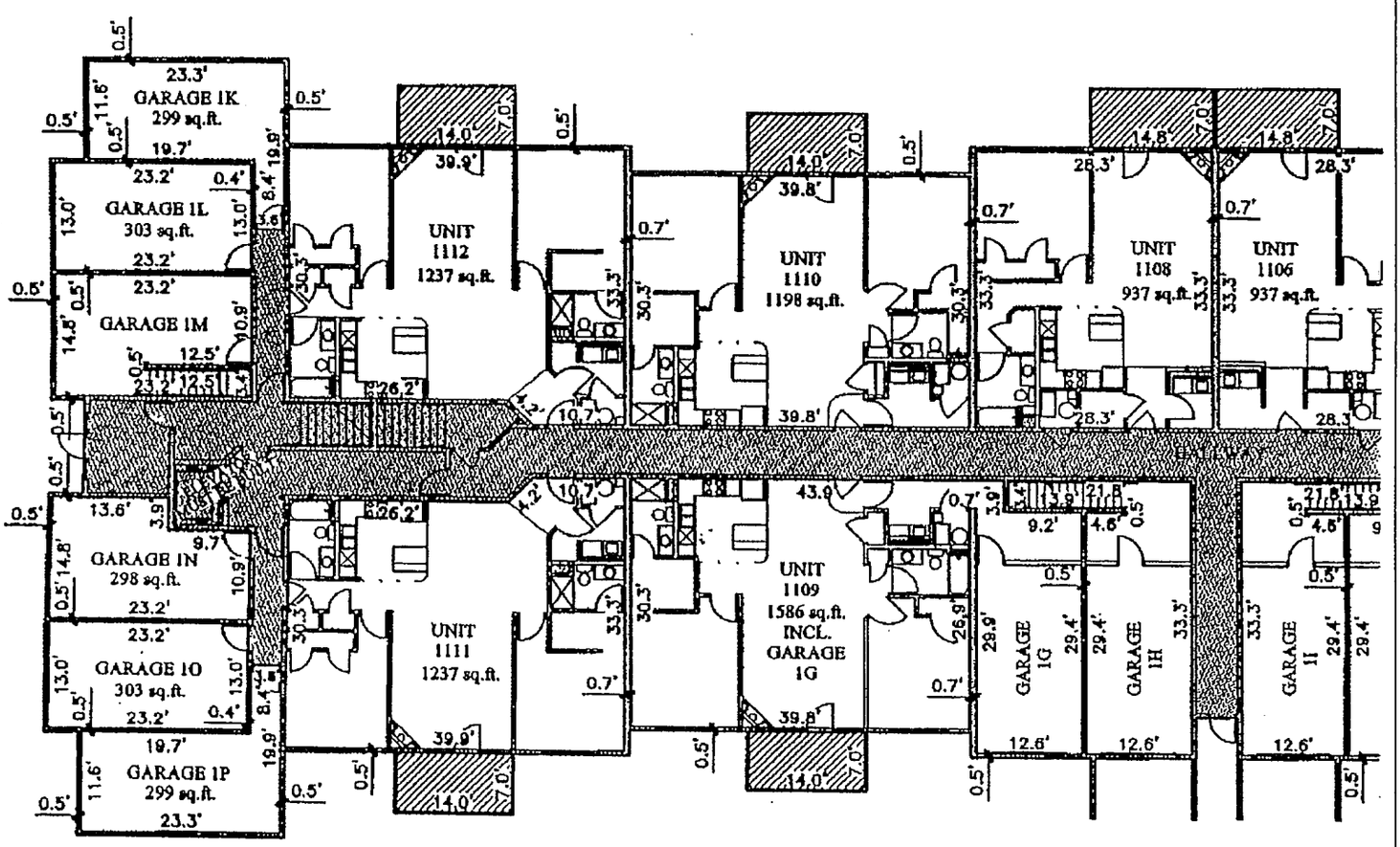
COMMON ELEMENT

LIMITED COMMON ELEMENT



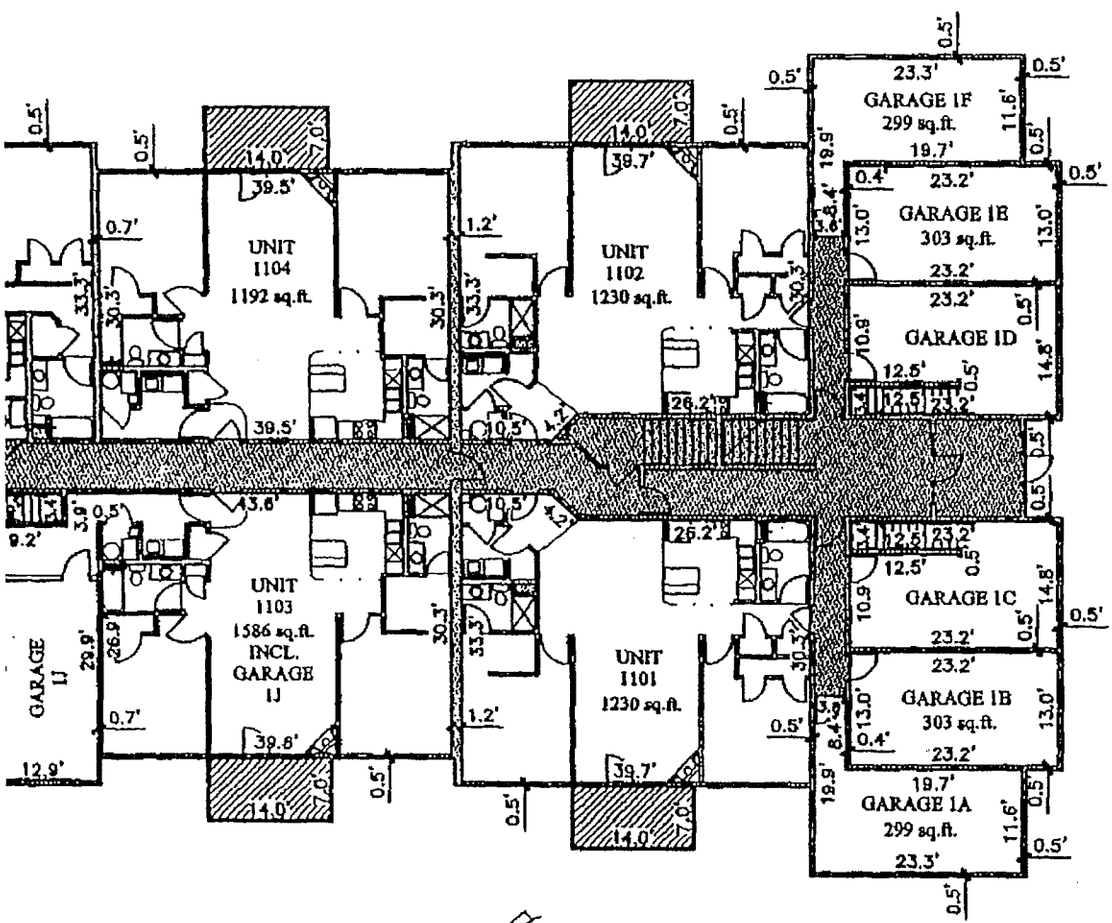
FIRST FLOOR
BUILDING 1

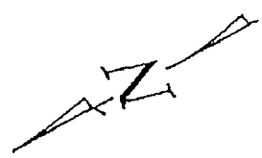
HEREBY CERTIFY THAT THIS DRAWING WAS MADE UNDER MY DIRECT PERSONAL
JPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE
WS OF THE STATE OF NEBRASKA.

NEBRASKA REGISTERED
James Warner
R.L.S. 308
LAND SURVEYOR
JAMES D. WARNER

JUNE 21, 2005
DATE

JAMES D. WARNER
NEBRASKA R.L.S. 308





0' 10' 20'
SCALE IN FEET

SHEET 1 OF 13

SCALE: 1" = 20'
DATE: JUNE 21, 2005
DRAWN BY: JJP
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200-334-157

200334157.DWG

Belle Meade Public Offering Statement

Exhibit B

Estimated Per Unit Monthly Assessment

Total Estimated Annual Budget:	$	163,451
Total Estimated Monthly Budget:		13,621
Total Square Footage of All Units:		130,309

Unit	Marketable Unit Sq. Ft	Unit Sq. Ft		Percentage Interest	Est. Monthly Unit Assessment
Dwelling Units					
1101	1294	1230		0.94%	128.57
1102	1294	1230		0.94%	128.57
1103	1625	1586	Incl. Garage 1J	1.22%	165.78
1104	1258	1192		0.91%	124.60
1106	986	937		0.72%	97.94
1108	986	937		0.72%	97.94
1109	1625	1586	Incl. Garage 1G	1.22%	165.78
1110	1258	1198		0.92%	125.22
1111	1294	1237		0.95%	129.30
1112	1294	1237		0.95%	129.30
1201	1994	1919	Incl. Garage 1C	1.47%	200.59
1202	1994	1919	Incl. Garage 1D	1.47%	200.59
1203	1625	1649	Incl. Garage 1I	1.27%	172.37
1204	1258	1184		0.91%	123.76
1205	920	870		0.67%	90.94
1206	986	930		0.71%	97.21
1207	920	870		0.67%	90.94
1208	986	930		0.71%	97.21
1209	1625	1663	Incl. Garage 1H	1.28%	173.83
1210	1258	1198		0.92%	125.22
1211	1994	1596		1.22%	166.83
1212	1994	1934	Incl. Garage 1M	1.48%	202.16
1301	1294	1230		0.94%	128.57
1302	1294	1230		0.94%	128.57
1303	1258	1192		0.91%	124.60
1304	1258	1192		0.91%	124.60
1305	986	937		0.72%	97.94
1306	986	937		0.72%	97.94
1307	986	937		0.72%	97.94
1308	986	937		0.72%	97.94
1309	1258	1198		0.92%	125.22
1310	1258	1198		0.92%	125.22
1311	1294	1238		0.95%	129.41
1312	1294	1238		0.95%	129.41
2101	1294	1237		0.95%	129.30
2102	1294	1237		0.95%	129.30
2103	1258	1198		0.92%	125.22
2104	1625	1586	Incl. Garage 2G	1.22%	165.78
2105	986	937		0.72%	97.94
2107	986	937		0.72%	97.94
2109	1258	1192		0.91%	124.60
2110	1625	1586	Incl. Garage 2J	1.22%	165.78

Unit	Unit Sq. Ft	Unit Sq. Ft		Percentage Interest	Est. Monthly Unit Assessment
2111	1294	1230		0.94%	128.57
2112	1294	1230		0.94%	128.57
2201	1994	1934	Incl. Garage 2C	1.48%	202.16
2202	1994	1934	Incl. Garage 2D	1.48%	202.16
2203	1258	1198		0.92%	125.22
2204	1625	1663	Incl. Garage 2H	1.28%	173.83
2205	986	937		0.72%	97.94
2206	920	870		0.67%	90.94
2207	986	937		0.72%	97.94
2208	920	870		0.67%	90.94
2209	1258	1192		0.91%	124.60
2210	1625	1658	Incl. Garage 2I	1.27%	173.31
2211	1994	1927	Incl. Garage 2N	1.48%	201.43
2212	1994	1589		1.22%	166.09
2301	1294	1238		0.95%	129.41
2302	1294	1238		0.95%	129.41
2303	1258	1199		0.92%	125.33
2304	1258	1199		0.92%	125.33
2305	986	937		0.72%	97.94
2306	986	937		0.72%	97.94
2307	986	937		0.72%	97.94
2308	986	937		0.72%	97.94
2309	1258	1192		0.91%	124.60
2310	1258	1192		0.91%	124.60
2311	1294	1230		0.94%	128.57
2312	1294	1230		0.94%	128.57
3101	1294	1231		0.94%	128.67
3102	1294	1231		0.94%	128.67
3103	905	847		0.65%	88.54
3104	1404	1328		1.02%	138.81
3105	905	853		0.65%	89.16
3106	1404	1328		1.02%	138.81
3107	1294	1238		0.95%	129.41
3108	1294	1238		0.95%	129.41
3201	1994	1927	Incl. Garage 3C	1.48%	201.43
3202	1994	1927	Incl. Garage 3D	1.48%	201.43
3203	1710	1640	Incl. Garage 3H	1.26%	171.43
3204	1404	1328		1.02%	138.81
3205	1710	1647	Incl. Garage 3G	1.26%	172.16
3206	1404	1328		1.02%	138.81
3207	1994	1596		1.22%	166.83
3208	1994	1934	Incl. Garage 3K	1.48%	202.16
3301	1294	1231		0.94%	128.67
3302	1294	1231		0.94%	128.67
3303	1404	1328		1.02%	138.81
3304	1404	1328		1.02%	138.81
3305	1404	1328		1.02%	138.81
3306	1404	1328		1.02%	138.81
3307	1294	1238		0.95%	129.41
3308	1294	1238		0.95%	129.41
Attached Garage Units					
1A		299		0.23%	31.25
1B		303		0.23%	31.67
1E		303		0.23%	31.67

Unit	Unit Sq. Ft	Unit Sq. Ft	Percentage Interest	Est. Monthly Unit Assessment
1F		299	0.23%	31.25
1K		299	0.23%	31.25
1L		303	0.23%	31.67
1N		298	0.23%	31.15
1O		303	0.23%	31.67
1P		299	0.23%	31.25
2A		299	0.23%	31.25
2B		303	0.23%	31.67
2E		303	0.23%	31.67
2F		299	0.23%	31.25
2K		299	0.23%	31.25
2L		303	0.23%	31.67
2M		298	0.23%	31.15
2O		303	0.23%	31.67
2P		299	0.23%	31.25
3A		299	0.23%	31.25
3B		303	0.23%	31.67
3E		303	0.23%	31.67
3F		299	0.23%	31.25
3I		299	0.23%	31.25
3J		303	0.23%	31.67
3L		298	0.23%	31.15
3M		303	0.23%	31.67
3N		299	0.23%	31.25
Detached Garage Units				
1		246	0.19%	25.71
2		249	0.19%	26.03
3		249	0.19%	26.03
4		249	0.19%	26.03
5		249	0.19%	26.03
6		249	0.19%	26.03
7		246	0.19%	25.71
8		251	0.19%	26.24
9		255	0.20%	26.65
10		255	0.20%	26.65
11		255	0.20%	26.65
12		255	0.20%	26.65
13		255	0.20%	26.65
14		255	0.20%	26.65
15		255	0.20%	26.65
16		255	0.20%	26.65
17		251	0.19%	26.24
	Totals:	**130,309 sq. ft**	**Monthly budget:**	**$ 13,621**
			Annualized budget:	**$ 163,451**

* If additional garage units are built, the percent interests and monthly budget amounts will change.