

**ARTICLES OF INCORPORATION
OF
SOUTHBRIDGE CONDOMINIUM ASSOCIATION, INC.**

In compliance with the requirements of Section 76-859 et seq., Revised Statutes of Nebraska, and pursuant to the Nebraska Nonprofit Corporation Act, the undersigned, all of whom voluntarily associated themselves together for the purposes of forming a non-profit corporation, do hereby certify:

ARTICLE I

Name

The name of the corporation is Southbridge Condominium Association, Inc., hereinafter called the "Association."

ARTICLE II

Principal Office

The principal office of the Association is located at 7812 Davenport Street, Omaha, Nebraska 68114.

ARTICLE III

Registered Agent

The name and address of the Association's registered agent in Nebraska is Larry A. Jobeun, 11440 West Center Road, Suite C, Omaha, Nebraska 68144.

ARTICLE IV

Purpose and Powers

This Association is a mutual benefit corporation and does not contemplate pecuniary gain or profit either to it or to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the units, limited common elements and common elements within Southbridge Condominium Property Regime, a Condominium Development in Omaha, Douglas County, Nebraska; and to promote the health, safety, recreation, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Master Deed of Southbridge Condominium Property Regime and By-Laws, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Douglas County, Nebraska, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length (all terms shall be defined in accordance with the definitions contained in the Declaration and any amendments thereto (the "Declaration"));

(b) Have all of the rights, powers and authority granted to unit homeowner's associations by Section 76-860 of the Nebraska Revised Statutes, as amended from time to time; fix, levy collect and enforce the payment of all charges or assessments pursuant to the terms of the Declaration and the By-Laws of this Corporation; pay all expenses in connection therewith

and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of at least a Super-Majority Vote of the Unit Owners, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Unit Owners, provided that no such dedication or transfer shall be effective unless an instrument has been approved by Super-Majority Vote;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same Common Elements as provided by the Declaration and the Statutes of the State of Nebraska;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Nebraska by law may have or hereafter have or exercise.

ARTICLE V MEMBERSHIP

The corporation shall have Members. The record owner of each Unit in Southbridge Condominium Property Regime, including contract purchasers, shall be a member of the Association. The foregoing is not intended to include mortgagees, trustees holding deeds of trust, or other persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association may have class voting on specified issues affecting the class as set forth in the Declaration and By-laws of the Association. The Owners of each Unit shall be entitled to a total of one vote for each such Unit for which he or she is the record title holder. The voting rights shall otherwise be governed by the provisions of the Declaration and By-Laws.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the initial Board of Directors who are to act in the capacity of Directors until the selection of their successors are;

Michael J. Higgins
3702 Jackson Street
Omaha, NE 68105

L.T. Higgins
7812 Davenport
Omaha, NE 68114

Rita A. Higgins
7525 Walnut Street
Omaha, NE 68124

The Association shall thereafter have not less than three (3) nor more than five (5) members of the Board of Directors as set forth in the By-Laws of the Association.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than a Super-Majority Vote of the Unit Owners, whether or not such units have been built or completed, and the affirmative vote of all of the holders of recorded first mortgages covering or affecting any or all of the Units. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public body to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of a Super-Majority Vote, whether or not such Units have been built or completed.

ARTICLE XI

The names and addresses of the incorporators are:

Michael J. Higgins
3702 Jackson Street
Omaha, NE 68105

L.T. Higgins
7812 Davenport
Omaha, NE 68114

Rita A. Higgins
7525 Walnut Street
Omaha, NE 68124

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Nebraska, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 25th day of March, 2003.

L. F. Teggiani
Incorporator and Initial Director

Paula A. Higgins
Incorporator and Initial Director

Michael J. Higgins
Incorporator and Initial Director

THE SOUTHBRIDGE CONDOMINIUM REGIME

OPERATING DOCUMENTS

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THE SOUTHBRIDGE CONDOMINIUM

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, lobbies, public halls, elevator, vestibules, corridors and stairways of the building shall not be obstructed or used for any other purpose than ingress to and egress from the condominium building.
2. No article shall be placed in any of the halls or on any of the staircases or landings, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors, windows or balconies, sun porches or patios.
3. No public hall, elevator, vestibule or lobby of the building shall be decorated or furnished by any unit owner in any manner.
4. Each unit owner shall keep his condominium and any balcony, sun porch or patio to which he has sole access in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be thrown or swept therefrom or from the doors, window, or balconies, sun porches or patios thereof, any dirt or other substance.
5. No awning or radio television aerial shall be attached to or hung from the exterior of the building or balcony, sun porch or patio, and no sign, notice or advertisement or illumination shall be described or exposed on or at any window or other part of the building, except as shall have been approved in writing by the Board of Directors, the Managing Agent, as that term is detailed in the Master Deed and Declaration, or the Resident Manager, which approval may be granted or refused at the sole discretion of the Board of Directors, the Managing Agent or the Resident Manager; nor shall anything be projected from any window of the building without similar approval.
6. All radio, television or other electrical equipment of any kind or nature installed or used in each condominium shall fully comply with all rules, regulations, requirements or recommendations of public authorities having jurisdiction, and the condominium owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such owner's condominium.
7. No bicycles, motorcycles, or similar vehicles shall be taken into or from the building through the main entrance or be allowed in the elevator, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, lobbies or other public areas of the building.
8. No condominium owner shall make or permit any disturbing noises in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of the other unit owners.
9. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from such use of any

water closet or other apparatus in that condominium shall be repaired and paid for by the owner of such condominium.

10. The agents of the Board of Directors or the Managing Agent and any contractor or workman authorized by the Board of Directors, the Managing Agent or the Resident Manager may enter any room or condominium in the building at any reasonable hour of the day for the purpose of inspecting such condominium for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. Advance notice will be given before entering any room or condominium if practical.
11. Condominium corridor, stairwell and hallway doors shall be kept closed at all times except when actually used for ingress or egress to and from public corridors.
12. No vehicle belonging to a condominium owner or to a member of the family or guest, tenant or employee of a condominium owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle.
13. The Board of Directors, the Managing Agent or the Resident Manager may from time to time curtail or relocate any space devoted to storage or service purposes in any part of the building.
14. Complaints regarding the service of the building shall be made to the Board of Directors, the Managing Agent or the Resident Manager.
15. These rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Directors or Managing Agent.
16. The laundry and drying apparatus in the laundry rooms in the building shall be used in such manner and at such time as the Board of Directors, the Managing Agent or the Resident Manager may direct. Clothes and other articles shall not be dried or aired on the roof or on or from a balcony, sun porch, patio or window.
17. No garbage cans, milk bottles, mats or other articles shall be placed in the hall or on the staircase landings.
18. Condominium owners shall not cause or permit any unusual noise or odors to be produced upon or to emanate from their condominium.
19. No balcony, sun porch or patio shall be enclosed, decorated, landscaped or covered by any awning or otherwise without the consent in writing of the Board of Directors, Managing Agent or the Resident Manager. Balconies presently enclosed as of 04-01-03 are grandfathered from authorization.
20. No condominium owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his condominium unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

21. If any key or keys are entrusted by a condominium owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors, the Managing Agent or the Resident Manager, whether for such condominium owner's condominium or automobile, truck or other items of personal property, the acceptance of the key shall be at the sole risk of each condominium owner and neither the Board of Directors, the Managing Agent nor the Resident Manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
22. The existing color or stain of balconies, sun porches or patio or the exterior side of all entrance doors to condominium units shall not be changed without the prior written permission of the Board of Directors.
23. The Board of Directors will employ a Resident Manager. The Resident Manager will be an employee at will. The Board of Directors shall set forth in writing the duties of the Resident Manager.
24. Propane barbeque grills are permitted on open balconies and patios. Balcony grills require a protective fire-resistant grill pad. No grills are allowed on sun porches or roof deck.
25. Garage space shall be used only for the parking of vehicles and not for furniture storage. No garage wall storage lockers are permitted.
26. Electronic Garage Door Openers
 - a. In the past, some garage lessees have made a security deposit for a door opener furnished by the Condominium; the amount involved has been \$50.00.
 - b. In the future, all newly issued door openers will be owned by the Condominium, will be issued to residents who lease or own garage space, in return for a deposit, and will be returned to the Condominium upon termination of residency or lease along with a refund of the security deposit.
 - (1) It is desirable for the Condominium to control all door openers for security reasons.
 - c. The electronic garage door opener is part of building security, and it should be treated with the same care as a door key.
 - d. Garage door openers will be issued only to persons who properly occupy a garage space.
 - e. The deposit will be \$50.00, until the Board adjusts the amount based upon increased costs, payable at the time of issuance.
 - f. Each holder of a door opener is fully responsible to protect his or her opener from damage, theft, or other loss. In the event that replacement is required, that resident must make a new deposit of \$50.00 (\$30.00 for new door opener, \$20.00 to "tune"

the opener), of which only \$30.00 will be refundable, or such other amount as may be determined by the Board from time to time.

27. Liability for Negligence

- a. In addition, in those cases where a door opener is lost or stolen through the negligence of the holder, and where returning of all door openers is required in order to protect building security, the Board may assess part or all of such returning costs against the negligent holder.
 - (1) Further, if a resident negligently causes a door opener to be stolen or lost, and if unauthorized entry and loss or damage results therefrom, that resident may become liable to the Condominium or other residents for such loss or damage.

28. Handling of Garage Door Openers

- a. The Resident Manager and Managing Agent will handle issuance, deposits and returns of door openers.
 - (1) All door opener issuances and returns, and all deposits therefor, shall involve written receipts.
 - (2) The Resident Manager and Managing Agent shall maintain a current list in triplicate of all holders of door openers, showing date of issuance, amount of deposit and date of return or loss. One copy shall be furnished to the Board in care of the Secretary.
 - (3) The Resident Manager shall note all reports of lost, stolen or damaged door openers, including reported circumstances in the log.

BUILDING SECURITY GUIDELINES

**THE SOUTHBRIDGE CONDOMINIUMS
(BOARD OF DIRECTORS)**

BUILDING SECURITY GUIDELINES

I. PURPOSE

The security of the building and condominium property and of the residents is a major concern of the Board. Article I, Section 1.13, and Article VI of the Bylaws establishes:

“Rules and regulations covering the details of the operation and use of the condominium property”

These guidelines establish rules for the care and protection of the building, contents and occupants. They apply to all residents and visitors.

II. SECURITY FEATURES OF THE BUILDING

The Southbridge contains the following security features, which, if properly used by all residents, will do much to make the building secure:

- A. All exterior doors are locked at all times.
- B. The rear doors can be opened from the outside only with a key, and the front door by key or by operation of the door opener buzzer.
- C. The garage hallway door can be opened from the garage only with a key.
- D. The garage door can be opened from the outside parking only with an electric door opener.

III. BREACH OF SECURITY

Residents can cause a breach of security by abusing the above security features by:

- A. Opening the front door—in person or by using the door opener buzzer—without actually knowing the person.
- B. Blocking open any exterior door.
- C. Providing a door key to anyone other than a family member or houseguest, such as maids or workmen (who should be required to ring the door buzzer of the condominium, or of the Resident Manager if the resident has arranged for it ahead of time).

REMEMBER: No lock is any good if careless people open the door promiscuously for strangers. By doing so, you may endanger and even cause harm to the building, yourself or any other resident. YOU must act responsibly, or be liable for the results of failure to do so.

IV. BUILDING SECURITY RULES

- A. NO person—whether owner, renter or visitor—may open any exterior door for any stranger.
- B. NO person may permit any stranger (any person not known to be a resident, houseguest or authorized visitor) to enter the building: for example, do not permit any stranger to accompany you through the front door without seeing the person's front door key.
 1. There is no obligation to be courteous or nice to strangers—no matter how “nice” they seem to be—by opening the door for them. Crooks can wear nice smiles and clothes as well as honest people.
 2. NO resident should be embarrassed at insisting on seeing the stranger's door key, or closing the door without letting him or her inside.
- C. Never use the front door opener buzzer unless you actually know the person seeking entry.
 1. You must not assume that any caller is what he or she claims to be—such as a mailman, minister, Girl Scout, paperboy, or long lost cousin.
 2. By opening the door for a stranger you might be letting a robber, vandal or even a murderer into the building.
- D. The resident in any condominium buzzed by a stranger must:
 1. Refuse entry, or
 2. Go to the lobby door yourself.
- E. Every resident who permits entry of any person into the building is responsible to see that every such person actually leaves the building. This may mean accompanying the person to the door.
- F. Report any and all breaches of security or violations of these Security Rules by anyone to the Resident Manager.
- G. Call the Resident Manager and the police (911) in serious cases, and report intruders, suspicious strangers or vandals.

- H. NO resident may give a front door key to any person other than a family member or houseguest. Front door keys must not be given to any workman, employee such as a maid, or any other person. Arrangements for entry of such persons during the absence of the resident must be made with the Resident Manager.

V. KEYS

- A. Southbridge Condominium owns front door keys. All front door keys issued to any resident must be returned to the Resident Manager upon termination of residence. Any deposit made for extra security keys (more than two) will be returned to the resident upon surrender of the keys.
1. All keys issued to the resident, and all keys returned by the resident, should be receipted for.
- B. Front door keys will be issued only to residents. No front door key will be issued to any sales agent, rental agent or any other person, either permanently or temporarily.
- C. Two front door keys will be issued without a deposit: a deposit will be required for each extra key.
- D. Front door keys must not be duplicated.
- E. Front door keys must not be given or loaned to any person other than a family member of houseguest.
- F. Each owner is responsible for his or her own condominium door keys, subject to the following minimal requirements:
1. Either the Resident Manager's master key must be able to open the door in emergencies, or the resident must give the Resident Manager a duplicate key for emergency entry purposes.
 2. Duplication of keys is at the resident's risk and expense.
 3. Issuing duplicate condominium door keys to maids, workmen or friends is at the sole risk of the resident.

VI. LIABILITY

- A. Each resident is fully responsible for building security.
- B. The best ways for an individual resident to maintain security are:
1. Be alert.
 2. Be on the lookout for gaps in security.

3. Comply with these guidelines at all times.
4. Observe and report any infractions of these Building Security Guidelines by others.

PARTY ROOM GUIDELINES

**THE SOUTHBIDGE CONDOMINIUMS
(BOARD OF DIRECTORS)**

PARTY ROOM GUIDELINES

I. GENERAL

Article III of the Bylaws provides that the Board of Directors has the duty of managing the use of the Common Areas; the Party Room and roof deck are part of the Common Areas.

The Party Room is intended for exclusive use by the residents of the building for social purposes. For the most part, the Party Room is intended for use by small groups. There are strict limitations on any use involving large numbers of people. The deck is intended to be used primarily for occasional sunbathing, fresh air or "sightseeing" by residents, and not as a gathering place for large groups.

II. MAXIMUM OCCUPANCY

No more than a combined total of twenty-five (25) persons (including hosts and assistants) may occupy the Party Room or roof deck area at any one time. The maximum occupancy limitation will be strictly enforced. The Resident Manager, or any Board Member, may inspect the Party Room and deck area at any time in order to ensure compliance.

It is the obligation of the host-resident to prohibit access to the Party Room, roof area by any person beyond the maximum. If any "extra" persons are discovered, they will be required to leave immediately.

The maximum occupancy requirement is based on Nebraska State law and instructions from the Fire Marshall.

III. MINORS

Minors (children and young teenagers) are not allowed in the Party Room or on the roof deck at any time without being accompanied at all times by an adult. There are no exceptions to this prohibition.

IV. HOST-RESIDENT

The host-resident must be personally in attendance whenever guests occupy the Party Room or deck. The host is responsible for the conduct of guests while in any part of the building.

V. RESERVED USE

Exclusive use of the Party Room or roof deck on a given date can be assured only by reservation and payment of a fifteen-dollar (\$15.00) usage fee, in advance.

- A. The Resident Manager accepts and records all reservations and usage payments on behalf of the Board of Directors.
- B. No reservation will be made for any person who has outstanding any unpaid fee, damage payment, assessment or any other amount owed to the condominium.
- C. Reservations are accepted on a "first-come-first-served" basis. The usage fee (\$15.00) is payable at the time reservations are made.
 - 1. The usage fee is refundable only if the reservation is cancelled 24 hours or more prior to the reservation date.
 - 2. The usage fee is not required when the Party Room is reserved for Owner or Board gatherings related to condominium business, such meetings take priority over social use.
- D. Reservations are required whenever ten or more guests are involved.
- E. Reservations are not required when the number of guests is less than ten, unless exclusive use of the room is desired. The non-exclusive use of the room without reservations is approved so long as the following rules are observed.
 - 1. The Resident Manager confirms there is no party reservation in effect.
 - 2. The host-resident is present.
 - 3. The number of guests is nine or less.
 - 4. The host-resident agrees to clean the Party Room, or deck if involved, following use.

VI. USE AND MAINTENANCE

As a Common Area with shared ownership, there is a shared responsibility for the maintenance and proper use of the Party Room or deck.

- A. The use of the electrical appliances in the Party Room is to be coordinated with the Resident Manager to avoid possible overload of circuits.
- B. The use of amplifying equipment in the Party Room is to be coordinated with the Resident Manager to assure that sound levels fall within a range acceptable to other residents.

- C. It is the host-resident's responsibility to supervise all aspects of the use of the Party Room or roof deck to assure no more than fair wear and tear to all furnishings and equipment, and that the conduct of all guests is proper at all times.

VII. LIABILITY

- A. Any resident hosting use of the Party Room is liable for any loss or injury suffered by their guests while in the Party Room or on the roof deck.
- B. Damage to the Party Room or its furnishings or equipment by a resident or guest is the responsibility of the host-resident. Any such damage shall be referred to the Board of Directors for an evaluation of the loss and appropriate assessment.