

MASTER DEED (as amended 2001) CREATING
WESTWOOD HEIGHTS CONDOMINIUM PROPERTY REGIME NO 1

THIS MASTER DEED AND DECLARATION made this 29 day of June 1972, by SELDIN DEVELOPMENT & MANAGEMENT COMPANY, a Delaware Corporation (herein called "Developer"), successor to SELDIN & SELDIN, INC., an Iowa Corporation, for itself, its successors, grantees and assigns.

WITNESSETH:

1) The purpose of this Master Deed is to submit the lands herein described and the improvements to be build thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Westwood Heights Condominium Property Regime No 1.

2) The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

Lots 1 and 35, Block 1, except South 120 feed of both lots.

Lots 1 and 35, Block 2, except South 120 feed of both lots.

Lots 1 and 24, Block 3, except South 120 feed of both lots.

Lots 1 and 28, Block 4, except South 120 feed of both lots.

All in Westwood Heights, an Addition to City of Omaha, Douglas County, Nebraska.

3) The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached By-Laws.

4) The condominium will consist of 16 buildings which will vary in height from one to two stories. The buildings will contain a total of 64 apartments which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 55,710 square feet and the total land areas aggregates 161,535 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.

5) The general common elements of the condominium are described as follows: the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings, the foundations, main walls, roofs, yards and sprinkler system; drives, walks, parking areas and all parts of the property and improvements which are not located within the apartments; common water meters and common chimney flues used by more than one apartment. The general items not considered common elements are described as follows: window units, screening, window glass, windbreaks, and exterior doors including garage doors; any yard areas that may be included within patios; air conditioning compressors or units which are part of each apartment and shall be maintained and replaced as needed by each owner. Each apartment owner shall be responsible for the repair, maintenance and replacement of all windows and exterior doors including garage doors and the mechanical operation thereof. If any owner fails to repair, maintain or replace the exterior of his apartment as required in this Master Deed and the By-Laws described below, the Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total value of the entire condominium regime is \$1,069,200.00, and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of the rights in the common elements are as follows;

<u>Apartment Number</u>	<u>Basic Value</u>	<u>Percentage</u>	<u>Apartment Number</u>	<u>Basic Value</u>	<u>Percentage</u>
1	\$16,500	1.5	33	\$16,500	1.5
2	\$16,800	1.6	34	\$16,800	1.6
3	\$16,800	1.6	35	\$16,800	1.6
4	\$16,500	1.5	36	\$16,500	1.5
5	\$16,500	1.5	37	\$16,500	1.5
6	\$16,800	1.6	38	\$16,800	1.6
7	\$16,800	1.6	39	\$16,800	1.6
8	\$16,500	1.5	40	\$16,500	1.5
9	\$16,500	1.5	41	\$16,500	1.5
10	\$16,800	1.6	42	\$16,800	1.6
11	\$16,800	1.6	43	\$16,800	1.6
12	\$16,500	1.5	44	\$16,500	1.5
13	\$16,500	1.5	45	\$16,500	1.5
14	\$16,800	1.6	46	\$16,800	1.6
15	\$16,800	1.6	47	\$16,800	1.6
16	\$16,500	1.5	48	\$16,500	1.5
17	\$16,500	1.5	49	\$16,500	1.5
18	\$16,800	1.6	50	\$16,500	1.6
19	\$16,800	1.6	51	\$16,800	1.6
20	\$16,500	1.5	52	\$16,800	1.5
21	\$16,500	1.5	53	\$16,500	1.5
22	\$16,800	1.6	54	\$16,800	1.6
23	\$16,800	1.6	55	\$16,800	1.6
24	\$16,500	1.5	56	\$16,500	1.5
25	\$16,500	1.5	57	\$16,500	1.5
26	\$16,500	1.5	58	\$16,800	1.6
27	\$18,600	2.0	59	\$16,800	1.6
28	\$18,600	2.0	60	\$16,500	1.5
29	\$16,500	1.5	61	\$16,500	1.5
30	\$16,800	1.6	62	\$16,800	1.6
31	\$16,800	1.6	63	\$16,800	1.6
32	\$16,500	1.5	64	\$16,500	1.5

7) The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

a) Westwood Association, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium and are attached hereto.

b) The common elements are for the use and enjoyment of all co-owners, The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or

division of the common elements. The Association shall from time to time establish rules and regulations for the use of common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Douglas County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.

c) Each co-owner shall be responsible:

- 1) To maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements.
- 2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the apartment building, unless approved by the Association in writing.
- 3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

d) Each apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit now any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments subdivided.

e) No practice or use shall be permitted on the condominium property or in any apartment which shall be any annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

f) An owner of record may sell or lease his apartment or any interest therein without prior notification to the Association, but such owner shall notify the Association of the name of the new owner or lessee.

g) Co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

h) This condominium regime may be terminated or waived by written agreement of apartment owners representing three-fourths or more of the total basic value of the condominium and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any apartment owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all apartment owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

i) Special Provisions. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

j) All notices required hereby shall be in writing and hand delivered or set by United States mail to the last known mailing address of the owner or to any other mailing address designated in writing by any owner of record.

EXECUTED the date first above written.

SELDIN DEVELOPMENT & MANAGEMENT COMPANY
Successor to SELDIN & SELDIN, INC.

By: MILLARD R. SELDIN
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came MILLARD R. SELDIN, President of Seldin Development & Management Company, to me personally known to be the President and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said County, the day and year last above written.

MAXINE CHAMBERLIN
Notary Public

My Commission expires April 18, 1976.

ORIGINAL COPY RECORDED IN BOOK 1458, PAGES 563 THRU 567 IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA ON THE 30 DAY OF JUNE, 1972 AT 3:47 P.M.

AMENDMENTS RECORDED IN BOOK 1413, PAGES 705 THRU 723 IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA ON THE 18 DAY OF DECEMBER, 2001 AT 12:37 P.M.