

Signed Jan, 1981

MASTER DEED AND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE ATRIUM CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION OF COVENANTS, CON-
DITIONS AND RESTRICTIONS FOR THE ATRIUM CONDOMINIUM PROPERTY
REGIME (hereinafter referred to as the "Master Deed") is made
this ___ day of ___, 1981, by Atrium Associates, a
Nebraska general partnership (hereinafter referred to as the
"Developer"), for itself, its successors, grantees and assigns.

W I T N E S S E T H:

SECTION 1.
DECLARATIONS

A. Declaration of Condominium Regime. Developer
declares that from and after the date set forth above, the
property described in SECTION 3, and all present and future
improvements and fixtures of every kind constructed, attached
or placed thereon, (hereinafter referred to as the "Property")
shall be submitted to a condominium regime as provided by
Section 76-801 through 76-824 R.R.S. Nebraska.

B. Declaration of Covenants, Etc. Developer
further declares that the Property and each Apartment (as
defined in SECTION 4) shall be held, leased, transferred, sold,
conveyed, encumbered and occupied subject to the covenants,
conditions and restrictions contained herein which shall be
deemed to run with the land and bind all Co-owners, tenants and
other persons or entities (as such terms and phrases are defined
in SECTION 4) claiming any interest in any Apartment and their
agents, employees, servants, invitees, licensees, heirs,
successors, and assigns, including all persons or entities
holding any lien upon any Apartment or acquiring any interest
in any Apartment through foreclosure or the enforcement of any
lien.

SECTION 2.
NAME OF CONDOMINIUM REGIME

The name of the condominium regime established by
this Master Deed shall be:

THE ATRIUM CONDOMINIUM PROPERTY REGIME

Said condominium property regime shall hereinafter be referred
to as the "Condominium Regime".

SECTION 3.
DESCRIPTION OF PROPERTY

The Property which is submitted to the Condominium
Regime is described as follows:

Lots six (6) and nine (9), 114th Plaza, a
subdivision, as surveyed, platted and
recorded in Douglas County, Nebraska.

SECTION 4.
DEFINITION OF TERMS, ETC.

The following definitions shall apply to the terms
and phrases used in this Master Deed and in the Plans and By-
Laws described below:

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A. Apartment: The term "Apartment" shall mean an enclosed space occupying part of the building located or to be located on the Property, designed for office and professional use, with a direct entrance and exit to a thoroughfare or to a given common space leading to a thoroughfare;

B. Co-owner. The term "Co-owner shall mean a person or entity, its heirs, successors and assigns owning an interest in an Apartment sufficient for membership in the Association described in SECTION 10. The term Co-owner shall not apply to any person or entity whose membership in such Association terminates. If more than one person or entity owns an interest in any Apartment, then the term "Co-owner" shall apply to each such person or entity jointly and severally unless otherwise expressly stated;

C. Majority of Co-owners. The phrase "majority of Co-owners" shall mean Co-owners of Apartments representing more than fifty percent (50%) of the basic value of the Condominium Regime, in accordance with the percentages set forth in SECTION 9;

D. Common Element Expenses. The phrase "common element expense" shall mean and include:

(i) All sums lawfully assessed against any Apartment and its Co-owner in accordance with this Master Deed or the By-Laws;

(ii) Expense of administration, maintenance, repair or replacement of common elements as described in SECTION 7; and

(iii) Expenses agreed upon as common element expenses by the Association of Co-owners.

E. Tenant. The term "tenant" shall mean any person or entity having a leasehold in any Apartment or claiming any other right of possession therein.

F. Person or Entity. The phrase "person or entity" shall mean any natural person, and every other legal entity of every kind capable of holding or having any interest in real property.

G. Plans. The term "Plans" shall mean the plans attached hereto as Exhibit "A" and incorporated herein by this reference.

H. By-Laws. The term "By-Laws" shall mean the By-Laws attached hereto as Exhibit "B" and incorporated herein by this reference.

I. SECTION. The term "SECTION" shall refer to sections in this Master Deed unless otherwise specified.

J. Consensual Lien. The phrase "consensual lien" shall mean a mortgage, trust deed or other interest in an Apartment which has been voluntarily given by a Co-owner to secure the future performance of any duty or obligation.

(K) Common Elements. The phrase "common elements" shall include both limited and general common elements, as hereinafter defined.

(L) Basic Value. The phrase "basic value" shall mean the basic value of each Apartment as shown in Section 9.

M. Total Basic Value. The phrase "total basic value" shall mean the total basic value of the Condominium Regime as shown in SECTION 9.

SECTION 5.
DESCRIPTION OF REGIME

The Condominium Regime shall consist of the Property, one building with one story, parking areas, walkways, driveways, gardens and landscaping. The building shall contain twenty-two (22) Apartments as well as common elements and shall have a total area of twenty-eight thousand nine hundred twenty-eight (28,928) square feet. The total land area in the Condominium Regime shall be eighty-nine thousand eight hundred sixty-one and twenty-eight one-hundredths (89,861.28) square feet. The building and other improvements together with their area and location on the Property are more particularly described in the Plans.

SECTION 6.
APARTMENT AND APARTMENT DIMENSIONS

Apartments in the Condominium Regime are specifically described, and shown in relation to one another and the common elements, in the Plans. Each Apartment is measured horizontally from the back side of the dry wall, and the inside surface of all windows, screens and hall and exterior doors. Each Apartment is measured vertically from the top of the concrete slab constituting the floor of the Apartment, to the back side of the tile, dry wall or other ceiling surface facing into the Apartment.

SECTION 7.
COMMON ELEMENTS

A. General Common Elements. General common elements consist of the following whether presently existing or at any time hereafter placed, installed or constructed on the Property:

- (i) The land described in SECTION 3;
- (ii) The foundations, girders, supports, beams, roof and concrete floor;
- (iii) All exterior walls of the building outside the backside of the dry wall, screens, windows, and exterior and hall doors facing into the Apartments at their boundaries;
- (iv) All hallways, corridors, janitor's rooms, mechanical rooms, restroom facilities, foyers, entrances, exits and other types of mechanical rooms;
- (v) All areas, studs, fasteners, apparatus, wires, pipes, cables, public utility lines, conduits and other improvements of every kind located between each Apartment and any exterior building surface, hallway, corridor, janitor's room, mechanical room, restroom facility, foyer, entrance, exit and other mechanical areas and apparatus; and between the top of the roof surface and the back side of the ceiling tile, drywall or other ceiling surface facing into the Apartment.
- (vi) The yard and garden areas, landscaping, parking areas and driving lanes, driveways, walkways, and other areas of the Property and improvements which are not located in the interior of any Apartment;

(vii) All central or appurtenant installations for power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, television, mechanical rooms, and other mechanical equipment and mechanical equipment areas, and similar services including without limitation all pipes, wires, cables, ducts, lines and other conduits used in connection therewith, whether located in the common area or in an Apartment except to the extent that they may constitute limited common elements as described in SUBSECTION B. hereof;

(viii) All tanks, pumps, motors, fans, compressors, controls, control equipment, and other mechanical devices or apparatus of every kind except to the extent that they may constitute limited common elements as described in SUBSECTION B hereof;

(ix) All sanitary and storm drainage pipes;

(x) All exterior water taps and power outlets;

(xi) All other parts of the Condominium Regime and all apparatus and installations existing or hereafter to exist in the building, or on the Property for common use, or which are necessary or convenient to the existence, maintenance or safety of the Condominium Regime.

B. Limited Common Elements. Limited common elements, if any, shall consist of the following, whether presently existing or at any time hereafter placed, installed or constructed on the Property:

(i) Heating units, including fans, motors, ductwork and other improvements appurtenant to such units, which provide heat exclusively to one or more (but less than all) specific, identifiable Apartments; and

(ii) Air conditioning units, including fans, motors, ductwork and other improvements appurtenant to such units, which provide cooling exclusively to only one or more (but less than all) specific, identifiable Apartments.

(iii) Areas between the drywall composing the party wall separating Apartments.

(iv) Glass doors and windows appertaining to each Apartment.

C. Share in Common Elements. The general common elements shall be for the use and enjoyment of all Co-owners. The limited common elements shall be for the exclusive use and enjoyment of those Co-owners owning Apartments served by such limited common elements. The ownership of the common elements shall remain undivided, and no Co-owner or other person shall have right to partition or division of the common elements of the Condominium Regime. Each Co-owner, its tenants, and their respective agents, employees, servants, invitees and licensees may use the general common elements, and each Co-owner of an Apartment served by a limited common element, its tenants and their respective agents, employees, servants, invitees and licensees may use such limited common element in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Co-owners.

D. Common Elements Inseparable From Apartment Ownership. The common elements appurtenant to each Apartment shall have a permanent character and shall not be altered without the consent of the Co-owners of all Apartments affected. The common elements and easements set forth in this Master Deed may not be separated from the Apartments to which they appertain and shall be deemed to be conveyed, leased or encumbered with such Apartment, even though such interest or easement are not expressly mentioned or described in the conveyance or other instrument, and even though they may be expressly reserved.

SECTION 8.
REPAIR OF EXTERIOR APPURTENANT TO APARTMENT

Each Co-owner shall be responsible for the repair, maintenance and replacement of all screens, windows and door glass, hall doors, exterior doors (including glass sliding doors, if any), and storm doors which are appurtenant to said Co-owner's Apartment. If any Co-owner fails to repair, maintain, paint, finish or replace any such item as necessary to keep such item in good condition, repair and appearance, the Association described in SECTION 10 may perform such work, and invoice any Co-owner of such Apartment for the cost thereof. The cost of such work, plus interest thereon at the highest rate which may be charged individuals in the State of Nebraska at the time such work is performed, shall constitute a claim enforceable against the Co-owner of such Apartment, and shall constitute a lien upon such Apartment enforceable in the manner set forth in SECTION 10.

SECTION 9.
VALUES

The total basic value of the entire Condominium Regime is Four Hundred Fifty-one Thousand Six Hundred Dollars (\$451,600.00). The basic value of each Apartment in the Condominium Regime; the area of each such Apartment; the percentage which each Apartment shall share in the expenses of, and the rights in, assessments and common elements; and the aggregate number of votes the Co-owners of Apartments are entitled to cast in matters brought before the Association described in SECTION 10 are as follows:

APARTMENT NUMBER	BASIC VALUE	AREA (SQ. FT.)	PERCENTAGE	VOTES
11303 <i>Arch G.</i>	25,800	1243	5.59 %	559
11305	20,000	989	4.44 %	444
11307	20,000	989	4.44 %	444
11309 <i>Russo</i>	20,000	990	4.44%	444
11311 <i>HEGA</i>	20,000	992	4.45 %	445
11313 <i>Hansen</i>	20,000	989	4.44 %	444
11323	20,000	993	4.465%	446.5
11321	20,000	987	4.43 %	443
11319 <i>Popko</i>	20,000	986	4.43 %	443
11317	20,000	984	4.42 %	442
11315	20,000	988	4.44 %	444
11312	20,000	997	4.48 %	448
11310 <i>WMA</i>	20,000	992	4.45 %	445
11308	20,000	991	4.45 %	445
11306 <i>of complex</i>	20,000	992	4.45 %	445
11304	20,000	990	4.44%	444
11324	25,800	1246	5.595%	559.5
11322 <i>Baker</i>	20,000	990	4.44 %	444
11320 <i>M & H Prop</i>	20,000	987	4.43 %	443
11318 <i>Rehabele</i>	20,000	988	4.44 %	444
11316 <i>Herrich</i>	20,000	981	4.40 %	440
11314 <i>Morrissey</i>	20,000	990	4.44 %	444
	451,600	22,274	100.00%	10,000

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SECTION 10.
OWNERS ASSOCIATION

A. Association. Developer has caused the ATRIUM CONDOMINIUM PROPERTY OWNERS ASSOCIATION (hereinafter referred to as the "Association"), to be incorporated as a non-profit corporation under the laws of the State of Nebraska. The purpose of the Association is to maintain and administer the Condominium Regime and the common element therein, to enforce and administer the terms of this Master Deed and the By-Laws, to collect and disburse assessments, levies, charges and fees described herein or in the By-Laws, and to perform all other acts necessary or incidental thereto. Membership in the Association and members voting and other rights and obligations are as set forth herein and in the By-Laws.

B. Rules and Regulations. The Association shall, from time to time, establish rules and regulations for the use of the common elements as provided in the By-Laws, and all Co-owners, their tenants and others claiming any interest in any Apartment, and their respective agents, employees, servants, invitees and licensees shall be bound thereby.

C. Assessment. The Association shall have the right to impose assessments in accordance with the By-Laws on each Apartment and its Co-owner for insurance, common element expense, administration, management, repairs, reconstruction, remodeling, maintenance, reserves, and other expenses of every type and kind incurred or anticipated by the Association. Assessments shall be made against each Apartment and its Co-owner (and if more than one Co-owner, such assessment shall be made jointly and severally) in that proportion which the basic value of such Apartments bears to the total basic value of the Condominium Regime; PROVIDED HOWEVER, limited common element costs, expense and liabilities shall be assessed against each Apartment served by such limited common elements in that proportion which such Apartment's basic value bears to the total of the basic values of all Apartments served by the same limited common element.

D. Alterations, Improvements and Repairs. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. Each Co-owner shall be responsible to maintain, repair and replace at his expense all portions of his Apartment which are not included in the definition of common elements; to refrain from painting, decorating or changing the appearance of any portion of the exterior of the building or other common elements; and to promptly report to the Association any defect or need for repair to the common elements or part thereof.

E. Personal Liability. Each Co-owner (and if any Apartment is owned in co-tenancy, each co-tenant, jointly and severally) shall be personally liable for the full amount of any and all assessments made by the Association whether such assessments are regular assessments, or special assessments. If any such assessment remains unpaid ten (10) days after its due date, the Association may bring suit against the Co-owner (or if the Apartment is held in co-tenancy any one or more of the Co-owners) for the recovery of such assessment. If the assessment is a monthly installment of an assessment, the default in payment of one installment shall, at the option of the Association, cause the remainder of all installments of such assessment to become immediately due and payable. The defaulting Co-owner shall be liable for the unpaid assessment or assessments, plus interest thereon as set forth in the By-laws, attorneys' fees and expenses incurred in the collection of the same

and any and all administrative expenses which may be incurred by the Association as a result of such nonpayment. No proceeding to collect defaulted assessments pursuant to this SECTION shall constitute a waiver of the right of the Association to proceed contemporaneously against any other co-tenant of the Apartment until such time as all past due assessments and other sums required to be paid hereunder are paid in full. The grantee of an Apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the Apartment both prior to the time of grantor's conveyance and after, without prejudice to any lawful right the grantee may have to recover from the grantor amounts paid by the grantee for assessments prior to the date of such conveyance. The preceding sentences shall not apply to the initial sales and conveyances of Apartments by the Developer, and grantees from the Developer shall not be responsible for prior past due assessments or installments thereof.

F. Assessment Lien on Apartments. If any payment of any assessment is not made within ten (10) days of the date it becomes due, the Association shall have the right to declare the entire amount of such assessment immediately due and payable without notice, and such unpaid amount or if accelerated, such accelerated amount shall constitute a lien on the Apartment. The Association may record a "Notice of Lien" in the office of the Register of Deeds, Douglas County, Nebraska, whereupon, said lien shall be privileged and have priority over any liens and encumbrances except prior assessment liens, past due taxes, and prior consensual liens of record as of the date the assessment became due; PROVIDED, HOWEVER, that the priority accorded consensual lienholders is a limited priority extending only to installments of assessments which, absent acceleration, would become due prior to the date such consensual lien is enforced by decree of foreclosure, or exercise of power of sale with title transferred, or transfer by deed given in lieu of either, and such limited priority does not relieve any transferee of title, of the obligation to pay installments which, absent acceleration, would become due thereafter. Such assessment lien shall have priority and be privileged over all other non-consensual liens just as though such assessment lien attached as of the date of this Master Deed. The Notice may state the amount of the unpaid assessment, the date the same becomes due and the rate at which such assessment has and will be accruing interest until paid.

G. Remedies. For nonpayment of any assessment against an Apartment, the Association shall have, in addition to all other rights and remedies which may be available at law or in equity, the right to have its assessment lien on the Apartment enforced in the same manner liens against real property are enforceable in the State of Nebraska at the time such lien arises. In addition and without limiting the foregoing, Developer hereby expressly reserves the following rights, title, interests and privileges in the Property and in each Apartment from each of its grantees and their heirs, successors and assigns, and does hereby grant, bargain, sell, convey and quit claim unto the Atrium Condominium Property Owners Association, a Nebraska Non-profit Corporation, such rights, title, interests and privileges in and to the Property; to wit: Whenever any payment or installment of any assessment made against any Apartment has not been paid within thirty (30) days of the date it becomes due, the Association shall have the absolute right, power and privilege to declare all unpaid assessments against such Apartment and its Co-owners immediately due and payable and to sell the Apartment for which such assessments are unpaid and to convey unto the purchaser thereof full right and lawful title to the Apartment, subject only to this Master Deed, easements, real estate taxes and other governmental assessments and consensual liens of record as of the date such assessment first became delinquent. Such sale shall be made at public auction. Notice setting forth the time and place of such sale and the legal description of the Apartment to be sold shall be published once each week for four (4) consecutive weeks in a legal newspaper in Douglas County,

Nebraska. Notice shall also be mailed by the Association to the last known address of the Co-owner (or if more than one, the Co-owner's) of the Apartment to be sold as shown on the Association's books and records and to any person or entity who has on file in the office of the Register of Deeds, Douglas County, Nebraska a "Request for Notice of Sale" setting forth a request for notice of the sale of such Apartment; the correct legal description of the Apartment; and the proper name and address of the person or entity to whom notice is to be sent. Such notice shall be mailed by the Association at least fifteen (15) days prior to sale. Notice shall be deemed given when sent. On the date, time and place designated in the notice, the Association shall sell the Property at public auction to the highest bidder. The sale may be conducted by any person or entity appointed by the Association who is authorized to act as a trustee under Section 76-1003 of the Revised Statutes of Nebraska or any agent or independent contractor hired by such person to conduct such sale on such person's or entity's behalf. Any person or entity, including a Co-owner may bid at the sale. The auction shall be held upon such terms and conditions as the Association shall set. The President of the Association (unless he is a Co-owner of the Apartment being sold, in which case the Board of Administrators of the Association) may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in each case, notice of postponement shall be given by public declaration thereof at the time and place last appointed for the sale. No other notice of the postponed sale need be given unless the sale is postponed for longer than ten (10) days from the date set forth in the publicized notice of Sale. If such postponement is for longer than ten (10) days, then notice shall be republished. The purchaser of any Apartment sold in accordance with the above, shall forthwith pay the purchase price in cash or certified funds and upon receipt of payment, the Association shall execute and deliver its deed to such purchaser. The Association's deed shall contain recitals of compliance with the requirements of this SECTION of the Master Deed. The Association's deed shall operate to convey to the purchaser without right of redemption, full right, title and interest in and to the Apartment including all right, title, interest and claims in such Apartment acquired by any Co-owner or his successors in interest subsequent to the date of his or their deed to the Apartment subject only to this Master Deed, easements of record, real estate tax and other governmental assessments, and consensual liens of record prior to the date assessments against such Apartment become due. The Association shall apply the proceeds of sale first to the cost and expenses of exercising the power of sale, including commissions and administrative and attorneys' fee and expenses, second to the payment of delinquent and accelerated assessments plus interest. The balance, if any, shall be paid to such person or persons as are legally entitled thereto. Any Co-owner may cause the sale to be terminated at any time prior to the hour set forth in the Notice of Sale by tendering in cash to the Association all past due assessments and interest thereon, the cost and expenses of publication and sale incurred by the Association, commissions and all administrative and legal expenses and costs incurred by the Association in connection with such default, and compensation to the Association for the time and effort of its Board of Administrators and officers which sum shall be deemed to be One Thousand Dollars (\$1,000.00) if cure is made more than thirty (30) days after the date Co-owner defaulted in payment of the assessment.

H. Remedies Cumulative. All rights and remedies provided hereunder to the Association against any Co-owner or any Apartment shall be deemed to be cumulative and in addition to any other rights or remedies which may be available to the Association at law or in equity. In addition, the election by the Association to pursue any particular remedy shall not be construed as a waiver of any and all other rights and remedies

which the Association may have. All rights and remedies of the Association may be pursued in one joint action or in as many separate actions as may be appropriate and such rights and remedies may be exercised simultaneously or in succession until such time as all sums due the Association have been paid in full.

I. Non-waiver. No Co-owner may be relieved of any assessment made by the Association except by payment in full plus accrued interest, costs and fees.

J. Notice of Transfer. No Co-owner, tenant or other person claiming any interest in any Apartment may sell, lease or otherwise transfer any interest in an Apartment unless five (5) days prior written notice thereof, specifying the names and current addresses of all transferees, is given to the Association. The preceding sentence shall not apply to granting a consensual lien in any Apartment, or to any sale or transfer made pursuant to a decree of foreclosure. No Apartment may be transferred free and clear of unpaid assessments whether or not a Notice of Lien as set forth in the By-Laws as been filed.

SECTION 11 USE OF PROPERTY

The use of the Property and each Apartment is restricted as follows:

A. Use of Apartment. Each Apartment shall be used and occupied only as a business or professional office. No wholesale or retail sales of goods shall be allowed, and no goods (except office and professional supplies and equipment and samples) shall be stored temporarily or permanently in any Apartment. No animals of any kind (except animals serving the handicapped) shall be allowed on the Property.

B. Subdividing. Each Apartment shall be occupied by only one business or professional person or entity and its agents, servants, employees, invitees and licensees, and no Apartment or any part thereof shall be subdivided into smaller units for sale, lease or transfer unless this Master Deed is first amended as hereinafter provided.

C. Prohibited Acts. No Co-owner, tenant or other person or entity, claiming an interest in an Apartment, and no agent, employee, servant, invitee or licensee of any such Co-owner, tenant or person or entity shall allow any condition to arise or exist, or engage in any activity, practice or use of the Property or any part thereof, which may be dangerous or hazardous to others coming upon the Property, or which may cause an increase in hazard insurance premiums over the premium charge for standard fire and extended coverage insurance, or which is contrary to law, morals or normal business or professional behavior, or which may make undue noise or cause any other annoyance which may disturb the business and professional use and enjoyment of other Co-owners, tenants or other persons or entities claiming an interest in an Apartment or any of their agents, employees, servants, invitees or licensees. In addition no condition, object or activity which is unsightly, noxious, offensive, embarrassing, discomforting, annoying, disturbing, contrary to health, safety or welfare of other Co-owners, tenants, or others coming upon the Property shall be placed, performed or established upon any portion of the Property. No incinerator or trash receptacle shall be permitted outside of any Apartment except those which may, from time to time, be provided by the Association. No fuel tank or other tank or similar container, whether temporary or permanent; stationary or mobile shall be brought upon or permitted to remain on the

Property. No vehicles may be stored upon the Property, and all equipment must be kept within the Apartment. No garbage or trash shall be permitted outside an Apartment. All parking areas and driving lanes, driveways, walkways, entrances, exits, foyer, hallway and restroom facilities are for the exclusive use of the Co-owners and their tenants, agents, employees, invitees and licensees, and no such areas may be blocked or obstructed for any purpose except for repair, remodeling, reconstruction and maintenance by the Association. The Association shall have full authority to abate any and all of the foregoing without being guilty of trespass or conversion, or other wrongful act.

D. Cleaning. Each Co-owner shall be responsible for keeping such Co-owner's Apartment clean and sanitary at all times.

E. Exterior Appliances, Signs and Company Logos. Trademarks, signs and company logos shall be permitted within the Apartments including the exterior surface of exterior and Apartment doors and windows looking into the Atrium. No other company logos, trademarks or signs will be permitted on the Property except in areas specifically designated by the Association. No sign, company logo, or trademark will be permitted which is not of a size and constructed of materials deemed by the Association to be harmonious and aesthetically compatible with the development of a prestigious business and professional complex; PROVIDED HOWEVER, that prior Association approval of company logo design shall not be required. No company logo, trademark or sign shall be illuminated without the prior written consent of the Association. No exterior television, radio or other antenna of any kind or any other such exterior appliance shall be allowed on the Property without the prior written consent of the Association.

F. Apartment Visibility. Each Apartment shall be improved and maintained in such a manner that all areas of the Apartment visible from common elements or other Apartments are reasonably harmonious and aesthetically compatible with a prestigious business and professional office complex.

SECTION 12 EASEMENT

There is hereby established in favor of the Association a perpetual easement in, through, upon and across all Apartments and all common elements for the purpose of performing such repairs, remodeling, reconstruction and maintenance to the common elements as shall be deemed necessary or desirable by the Association. If any such repair, remodeling, reconstruction or maintenance will require the Association to perform work within an Apartment, the Association will give prior notice of such repair, remodeling, reconstruction and maintenance to a Co-owner of such Apartment. Notwithstanding the preceding sentence, in cases of emergency, notice requirements shall be waived; however, the Association shall endeavor to contact a Co-owner and advise him that such Co-owner's Apartment has been entered. In addition, if any emergency repairs to any Apartment become necessary, the Association may, but shall not be required to, enter such Apartment for the purpose of taking such action as it deems necessary to alleviate such emergency or protect the common elements from damage. When repairs are made to common elements, the Association shall leave the Apartment in substantially the same condition it was in when repairs were commenced. When repairs are made to an Apartment or contracted for by the Association, at its option, the actual costs of such repairs shall be assessed to the Apartment involved and its Co-owners, jointly and severally; shall become an obligation due from each Co-owner to the Association; and shall become a lien upon such Apartment in accordance herewith. The Association shall have no liability of any kind to any person or entity as a result of making or failing to make emergency repairs to an Apartment, or for any negligence or other wrongful manner in which such repairs are made, unless

the Association, or its agents are guilty of willful misconduct. The Association's determination as to the existence of an emergency and the measures to be taken by it to alleviate such emergency shall be final and binding upon all Co-owners and tenants for all purposes. Entry of an Apartment and performance of repairs by the Association shall not be deemed a trespass, conversion or other wrongful act notwithstanding any defect in notice.

SECTION 13
AMENDMENT TO MASTER DEED

This Master Deed may be amended by written instrument duly executed and acknowledged by the Co-owners of Apartments representing not less than three-fourths (3/4) of the total basic value of the Condominium Regime. Such amendment shall become effective upon recording said instrument in the office of the Register of Deeds, Douglas County, Nebraska. No amendment to the Master Deed shall be binding upon any person or entity holding a consensual lien on any Apartment upon the date of such amendment, unless such person or entity has consented to such amendment in writing.

SECTION 14
SUBDIVISION, ADDITION, DELETION AND WAIVER

A. Subdivision, Etc. Apartments may be subdivided; lands or improvements may be added to or deleted from the Condominium Regime; and the Condominium Regime may be terminated or waived; provided, however, none of the foregoing actions shall take effect unless a written instrument duly executed and acknowledged by the Co-owners of Apartments representing not less than three-fourths (3/4) of the total basic value of the Condominium Regime is recorded with the real property records of Douglas County, Nebraska. Such subdivision, addition, deletion, termination or waiver shall become effective upon recording said instrument in the office of the Register of Deeds, Douglas County, Nebraska.

B. Consent of Mortgagees. No Apartment shall be subdivided or deleted without the prior written consent of the holders of all consensual liens of record against such Apartment. No common element shall be deleted without the written consent of the holders of all consensual liens of record against all Apartments. No waiver or termination of the Condominium Regime shall occur unless the holders of all consensual liens of record against any part of the Property agree in writing that their liens shall thereafter be liens upon the undivided portion of the Property which will, after termination or waiver, be owed, as a tenant-in-common, by their debtor or his successor in interest.

C. Proceeding Upon Termination. Upon deletion of any part of the Property, or waiver or termination of the Condominium Regime, Co-owners of Apartments no longer in the Condominium Regime shall own all lands and improvements (including Apartments) included in such deletion or waiver as tenants-in-common. The Co-owner of each Apartment shall own that proportion of such land and improvements which the basic value of his Apartment bears to the basic value of all Apartments included within such deletion or waiver. If an Apartment was owned in co-tenancy prior to its deletion or waiver, then the aggregate interest in the deleted or waived land and improvements of all Co-owners of such Apartment shall equal the aforesaid proportion. Land and improvements included within such deletion or waiver may be judicially partitioned and sold on the petition of any tenant-in-common; but if tenants-in-common representing three-fourths (3/4) of the total basic value of all Apartments included within such deletion or waiver agree in writing to sell or otherwise dispose of such land and improvements, then any pending partition action shall be dismissed and,

all tenants-in-common shall be bound to execute and acknowledge such deeds or other instruments as may be reasonably necessary to effect such sale or other disposition.

SECTION 15
NOTICES

The Association shall provide to holders of consensual liens copies of all notices of default in paying assessments or installments thereon, or any other default under the Master Deed or the By-Laws. All notices required under this Master Deed shall be in writing, sent certified or registered United States Mail, postage prepaid, return receipt requested, to the Co-owner at his last known address on the books of the Association; to the Association at its registered office, and to consensual lienholders at the address provided to the Association in accordance with this Master Deed.

SECTION 16
MODELS

Developer reserves the right to use any Apartments owned by Developer as a model or closing facility.

SECTION 17
REMEDIES

For the benefit of the Association, the Developer, the Association or any Co-owner shall have the right to seek and obtain the remedies provided herein or in the By-Laws by proceedings at law or in equity for violation of any of the terms, conditions, covenants, reservations, restrictions and provisions now or hereafter imposed by the provisions of this Master Deed or the By-Laws, and to prevent or restrain any violation of the same or to recover on behalf of the Association sums due hereunder. Failure by the Developer, the Association or any Co-owner to enforce any covenant, condition, restriction, reservation, term or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 18
TAXES AND ASSESSMENTS

The County Assessor of Douglas County, Nebraska shall be notified that the Condominium Regime has been created. Each Apartment shall be separately assessed for taxes, assessments and other charges of the State of Nebraska, any political subdivision thereof, any special improvement district, or other tax assessing authority. Each Apartment shall be carried on the tax books as a separate and distinct entity for the purposes of taxation. No Co-owner shall ever be divested of, or otherwise have his title and interest forfeited and sold for delinquent taxes, assessments or charges so long as taxes, assessments and charges on such Co-owner's Apartment are currently paid. The common elements shall not be separately taxed, but the value thereof shall be determined and apportioned for tax purposes against each Apartment in the proportion which the basic value of such Apartment bears to the total basic value of the Condominium Regime.

SECTION 19
PIPES, DUCTS AND OTHER CONDUITS

Without in any way qualifying or limiting each Co-owner's right to use and enjoyment of the common elements as herein set forth, it is specifically declared that each Co-owner shall have an easement in common with the owners of all other Apartments over, upon and across each Apartment for the

transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, wires, ducts, cables, conduits, public utility lines and other common elements serving such Co-owner's Apartment. Likewise, each Apartment shall be subject to an easement in favor of the Co-owners of all other Apartments for the transportation and transmission of power, water, sewer, electricity, gas, current, heat, air conditioning, telephone and similar services through all pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other Apartments which may be located in such Co-owner's Apartment.

SECTION 20.
EASEMENTS

Easements are hereby reserved and granted from and to the Developer and each Co-owner for encroachment, if any, of any Apartment upon any other Apartment due to the shifting or settling of the building or for any other reason, or if such building is repaired or rebuilt after damage or destruction.

SECTION 21.
RESERVATION IN DEVELOPER

The Developer reserves the right to establish easements, reservations, exceptions and exclusions which are not inconsistent with condominium ownership of the Property, and to supplement or amend this Master Deed, the Plans or the By-Laws, until January 1, 1986 or the initial sale by Developer of eighteen (18) Apartments, whichever first occurs; PROVIDED HOWEVER, the exercise of any such right by Developer shall be subject to the prior written approval of the same by the holders of all consensual liens of record. Developer further reserves the right, so long as it is owner of any unsold Apartment, to change the size, layout, price or terms of sale of any Apartment owned by Developer. No change in the price or terms of any such Apartment shall vary the percentage of interest in the common elements for that Apartment. The Developer will, at its sole expense, record and file any and all amendments to this Master Deed or By-Laws required by reason of a change in the size or layout of any Apartment as required by this SECTION.

SECTION 22.
INVALIDITY

The invalidity of any provision of this Master Deed shall not be deemed to impair or effect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

SECTION 23.
WAIVER

No provision contained in this Master Deed and Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may have occurred.

SECTION 24.
GENDER

The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

SECTION 25
SECTION HEADINGS

The section headings contained in this Master Deed are for convenience only and are not intended to alter or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the Developer executes this Master Deed and Declaration on the day and year first above written.

ATRIUM ASSOCIATES, a Nebraska
General Partnership,

By: [Signature]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13th day of January, 1982, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came _____ general partner of Atrium Associates, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said general partnership.

Witness my hand and notarial seal the day and year last above written.



[Signature]
Notary Public

CONSENT AND JOINDER

The Conservative Savings and Loan Association of Omaha, Nebraska, the beneficiary and trustee under that certain Deed of Trust dated July 17, 1981 and recorded July 17, 1981 in Book 2458 at Page 5 of Mortgage Records in the office of the Register of Deeds of Douglas County, Nebraska, does hereby consent to the filing of the foregoing Master Deed and Declaration and does hereby join in the making of the same solely for the purpose of making its said first lien under such Deed of Trust subject to the effect of such Master Deed and Declaration.

THE CONSERVATIVE SAVINGS AND
LOAN ASSOCIATION OF OMAHA,
NEBRASKA, Trustee and Beneficiary,

By: [Signature: Bruce Barton]
Its Bruce

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of January, 1982,
before me, a Notary Public duly commissioned and qualified in
and for said County and State, personally came Bruce
Barton, the President of The Conservative Savings
and Loan Association of Omaha, Nebraska, to me personally known
to be the identical person who signed the foregoing instrument,
and acknowledged the execution thereof to be his voluntary act
and deed, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year
last above written.



Frank H. Kulig
Notary Public