

FEB 19 1982

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THIS MASTER DEED AND DECLARATION made this 29th day of January, 1982 by THE DEAUVILLE CO., a Nebraska partnership (herein called "Developer"), for itself, its successors, grantees and assigns,

WITNESSETH:

1) The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-824, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified as Deauville Condominium Property Regime No. 1.

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

Parts of Lot 1 in Oak Hills of Millard, an Addition to the City of Omaha, Douglas County, Nebraska as more particularly described on Exhibit "A" attached hereto (being the apartment complex and garages).

Part of Northwest Quarter (NW-1/4) of Section 7-14-12 and part of Outlot 1, Oak Hills of Millard Replat 1, an Addition to City of Omaha, all in Douglas County, Nebraska, as more particularly described on Exhibit "A" attached hereto (being the Sports Courts).

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 ten buildings with a height of not more than 2 stories plus basement. The buildings will contain a total of 58 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 40,812 square feet and the total land area aggregates 187,108 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: Swimming pool, fencing, recreational facilities with equipment and appurtenances, hallways, laundry areas, party room, sauna room, rental guest bedrooms, and all of the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all apartment buildings except that exterior screening, window glass, storm doors and exterior doors including garage doors shall not be common elements;

the foundations, exterior walls and party walls, roofs, yards and gardens, except that any exterior wood deck to which an individual apartment has direct access and which is a part of said apartment, as delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the interior of the apartments as shown on the attached plans; common water meters and common chimney flues used by more than one apartment. The air conditioning compressor supplying coolant for each apartment is not a common element but is a part of each such apartment and shall be maintained and replaced as needed by each co-owner. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment and the exterior portions thereof which have been excluded from the above definition of common elements including specifically, but not limited to, exterior glass, screens, storm doors, entry doors and garage doors; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and replacements of the parts of the exterior of his apartment which are herein excluded from the common elements and are thereby included within the individual apartment definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total basic value of the entire condominium regime is \$2,614,175.00, and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as set forth on Exhibit "B" attached hereto. The apartments numbered G-04 through G-61 are single automobile parking garages which shall be separately sold and conveyed to owners of the other numbered apartments listed on Exhibit "B", which said apartments are each one-family residences (herein called "residential apartments.") Said garage apartments shall at no time be sold or conveyed to or owned or used by any person other than an owner or occupant of one of the residential apartments. Although exterior decks are not part of the individual residential apartments for which each owner shall have the maintenance obligation, the Association shall have the power to adopt and enforce rules limiting and regulating the use of such decks.

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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) Deauville Association #1, Inc. (Association herein) a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium regime and are attached hereto.

b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal contract rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest shall constitute a lien upon the co-owner's interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds of the county wherein the condominium is located, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments.

c) Each co-owner shall be responsible:

1) To maintain, repair and replace at his expense all portions of his apartment which are not included in the definition of common elements.

2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the apartment building; unless approved by the Association in writing.

3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

d) Each apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

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

f) No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease. The above provisions regarding notice of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Unless a greater number is required by law, co-owners representing two-thirds or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to the By-Laws of said condominium which are attached hereto; and unless a greater number is required by law, co-owners representing three-fourths or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect any alteration, deletion or amendment to this Master Deed; provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.

h) This condominium regime may be terminated or waived by written agreement of co-owners representing three-fourths or more of the total basic value of the condominium and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the

petition of any co-owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 100 per cent of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

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

j) All notices required hereby shall be in writing and sent by certified or registered mail--return receipt requested.

1) To a co-owner at his last-known address on the books of the Association.

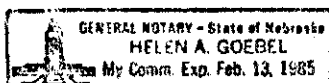
2) To the condominium or the Association at registered office of the Association.

THE DEAUVILLE CO.

By: 

Harold E. Grove
Managing Partner

STATE OF NEBRASKA) On the date first-above written before
)ss. me, the undersigned, a Notary Public in
COUNTY OF DOUGLAS) and for said County, personally came
HAROLD E. GROVE, Managing Partner of The Deauville Co., a
Partnership, to me personally known to be the Managing Partner
and the identical person whose name is affixed to the above
instrument, and he did acknowledge that he executed the fore-
going instrument as his voluntary act and deed as such officer
and as the voluntary act and deed of said Partnership.





Notary Public

EXHIBIT "A"

That part of Lot 1, in Oak Hills of Millard, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Lot 1, thence Southerly along the Westerly right of way line of Deauville Drive (formerly Oaks Lane) on a 1362.23 foot radius curve to the left a distance of 191.80 feet to a point of reverse curve, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 265.49 feet, thence North $89^{\circ}48'11''$ West (assumed bearing) along a line 450 feet South of and parallel to the North line of said Lot 1 a distance of 37.0 feet to the point of beginning, thence continuing North $89^{\circ}48'11''$ West a distance of 155.5 feet, thence North $0^{\circ}11'49''$ East a distance of 23.0 feet, thence South $89^{\circ}48'11''$ East a distance of 155.5 feet, thence South $0^{\circ}11'49''$ West a distance of 23.0 feet to the point of beginning.

That part of Lot 1, in Oak Hills of Millard, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Lot 1, thence, Southerly along the Westerly right of way line of Deauville Drive (formerly Oaks Lane) on a 1362.83 foot radius curve to the left a distance of 191.80 feet to a point of reverse curve, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 265.49 feet, thence North $89^{\circ}48'11''$ West (assumed bearing) along a line 450 feet South of and parallel to the North line of said Lot 1 a distance of 381.44 feet; thence South $34^{\circ}43'03''$ West a distance of 85.9 feet to the point of beginning, thence continuing South $34^{\circ}43'03''$ West a distance of 155.5 feet, thence North $55^{\circ}16'57''$ West a distance of 24.0 feet, thence North $34^{\circ}43'03''$ East a distance of 155.50 feet, thence South $55^{\circ}16'57''$ East a distance of 24.0 feet to the point of beginning.

That part of Lot 1, in Oak Hills of Millard, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Lot 1, thence Southerly along the Westerly right of way line of Deauville Drive (formerly Oaks Lane) on a 1362.23 foot radius curve to the left a distance of 191.80 feet to a point of reverse curve, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 265.49 feet to the point of beginning, thence continuing Southerly on a 2323.51 foot radius curve to the right a distance of 52.51 feet, to a point of compound curve, thence Southerly and Westerly on a 303.40 foot radius curve to the right a distance of 629.62 feet to a point of tangency, thence North $67^{\circ}26'50''$ West a distance of 70.0 feet to a point of curvature, thence Northwesterly on a 183.73 foot radius curve to the right a distance of 86.39 feet to a point of tangency, thence North $40^{\circ}30'17''$ West a distance of 30.04 feet, thence North $34^{\circ}43'03''$ East a distance of 323.40 feet, thence South $89^{\circ}48'11''$ East, along a line 450 feet South of and parallel to the North line of said Lot 1 a distance of 381.44 feet to the point of beginning.

A tract of land located in the Northwest Quarter of Section 7, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska and part of Outlot 1, Oak Hills of Millard, Replat I, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Beginning at the westerlymost corner of said Outlot 1; thence on a 237.16 foot radius curve to the left along the Northerly line of said Outlot 1, (chord distance 136.65 feet) a distance of 138.61 feet; thence South $68^{\circ}34'56''$ West a distance of 147.13 feet to the Northeasterly right of way line of County Road 336B; thence North $40^{\circ}06'51''$ West along the Northeasterly right of way line of County Road 336B a distance of 83.19 feet; thence North $46^{\circ}53'08''$ East a distance of 100.00 feet to the point of beginning.

BOOK 1682 PAGE 267
EXHIBIT B

Apt.#	Basic Value	%	Apt.#	Basic Value	%
1-101	29,750.00	1.14	G-04	2,975.00	.11
1-102	31,875.00	1.22	G-05	2,975.00	.11
1-103	29,750.00	1.14	G-06	2,975.00	.11
1-104	29,750.00	1.14	G-07	2,975.00	.11
1-105	31,875.00	1.22	G-08	2,975.00	.11
1-107	31,875.00	1.22	G-09	2,975.00	.11
1-108	29,750.00	1.14	G-10	2,975.00	.11
1-109	29,750.00	1.14	G-11	2,975.00	.11
1-110	31,875.00	1.22	G-12	2,975.00	.11
1-111	29,750.00	1.14	G-13	2,975.00	.11
1-112	31,875.00	1.22	G-14	2,975.00	.11
1-115	31,875.00	1.22	G-15	2,975.00	.11
1-116	29,750.00	1.14	G-16	2,975.00	.11
1-117	29,750.00	1.14	G-17	2,975.00	.11
1-118	31,875.00	1.22	G-18	2,975.00	.11
1-119	29,750.00	1.14	G-19	2,975.00	.11
1-201	36,125.00	1.39	G-20	2,975.00	.11
1-202	36,125.00	1.39	G-21	2,975.00	.11
1-203	36,125.00	1.39	G-22	2,975.00	.11
1-204	36,125.00	1.39	G-23	2,975.00	.11
1-205	36,125.00	1.39	G-24	2,975.00	.11
1-206	36,125.00	1.39	G-25	2,975.00	.11
1-207	36,125.00	1.39	G-26	2,975.00	.11
1-208	36,125.00	1.39	G-27	2,975.00	.11
1-209	36,125.00	1.39	G-28	2,975.00	.11
1-210	36,125.00	1.39	G-29	2,975.00	.11
1-211	36,125.00	1.39	G-30	2,975.00	.11
1-212	36,125.00	1.39	G-31	2,975.00	.11
1-214	36,125.00	1.39	G-32	2,975.00	.11
1-215	36,125.00	1.39	G-33	2,975.00	.11
1-216	36,125.00	1.39	G-34	2,975.00	.11
1-217	36,125.00	1.39	G-35	2,975.00	.11
1-218	36,125.00	1.39	G-36	2,975.00	.11
1-219	36,125.00	1.39	G-37	2,975.00	.11
1-301	46,750.00	1.79	G-38	2,975.00	.11
1-302	46,750.00	1.79	G-39	2,975.00	.11
1-303	46,750.00	1.79	G-40	2,975.00	.11
1-304	46,750.00	1.79	G-41	2,975.00	.11
1-305	42,500.00	1.63	G-42	2,975.00	.11
1-306	42,500.00	1.63	G-43	2,975.00	.11
1-307	42,500.00	1.63	G-44	2,975.00	.11
1-308	46,750.00	1.79	G-45	2,975.00	.11
1-309	46,750.00	1.79	G-46	2,975.00	.11
1-310	46,750.00	1.79	G-47	2,975.00	.11
1-311	46,750.00	1.79	G-48	2,975.00	.11
1-312	42,500.00	1.63	G-49	2,975.00	.11
1-314	42,500.00	1.63	G-50	2,975.00	.11
1-315	42,500.00	1.63	G-51	2,975.00	.11
1-316	46,750.00	1.79	G-52	2,975.00	.11
1-317	46,750.00	1.79	G-53	2,975.00	.11
1-318	46,750.00	1.79	G-54	2,975.00	.11
1-319	46,750.00	1.79	G-55	2,975.00	.11
*1-320	80,750.00	3.09	G-56	2,975.00	.11
*1-321	80,750.00	3.09	G-57	2,975.00	.11
*1-322	80,750.00	3.09	G-58	2,975.00	.11
*1-323	80,750.00	3.09	G-59	2,975.00	.11
*1-324	80,750.00	3.09	G-60	2,975.00	.11
*1-325	80,750.00	3.09	G-61	2,975.00	.11
				2,614,175.00	100%

*These six apartments are town houses and the garage is included in the basic value and in the percentage total.

RECORDED & INDEXED

The land in lot 1, in the north of north, on a portion of the lot 1, block 1, map 1, showing the following description: ...

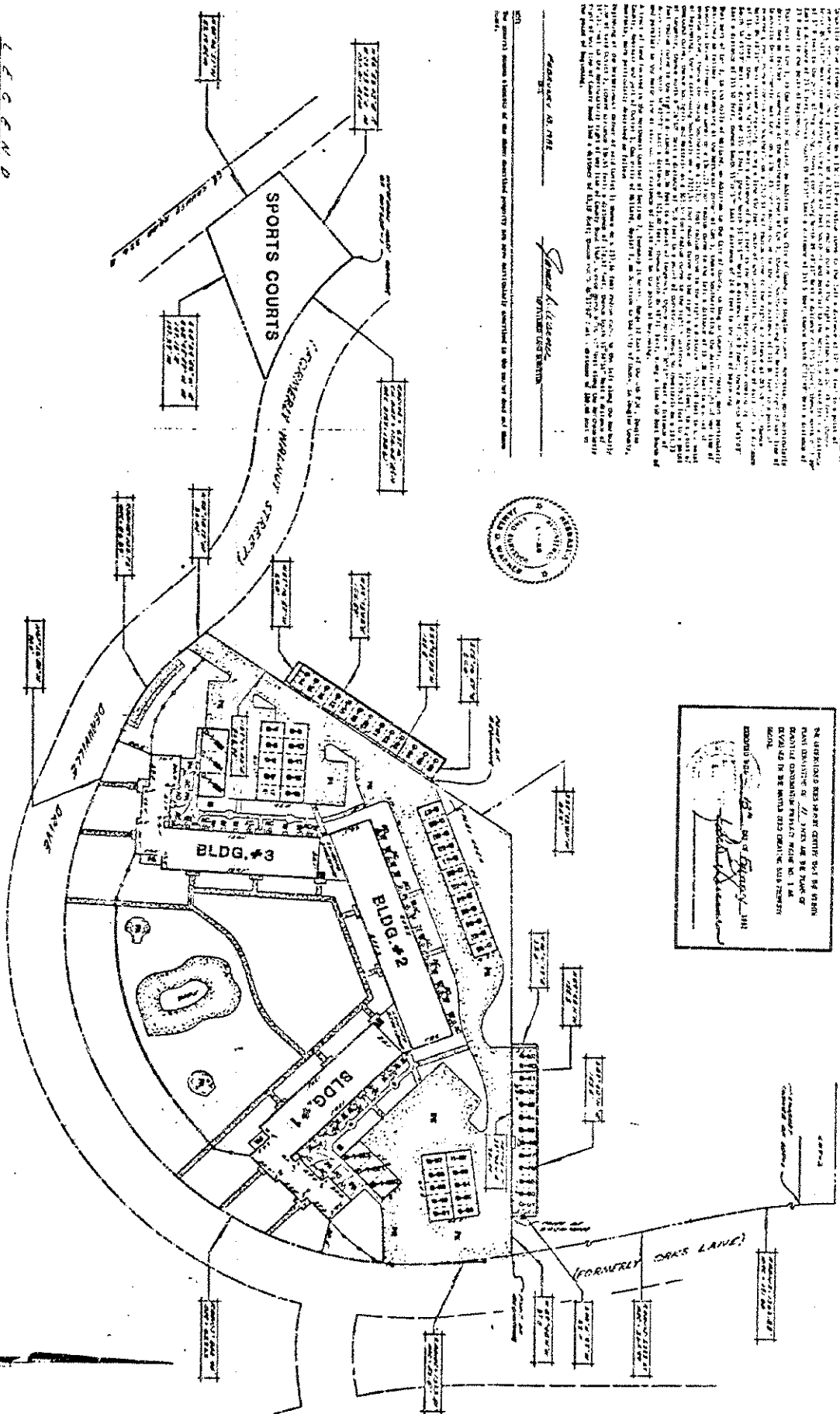
[Detailed legal description of the land, including references to previous maps, surveys, and legal proceedings.]

Prepared At: *[Signature]*
 Wm. D. B. ...



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said office at Lansing, Michigan, this 27th day of March, 1922.

[Signature]
 Register of Deeds



L. C. C. H. B.
 L. C. C. H. B.
 L. C. C. H. B.

PLOT PLAN

NOTE: See following two pages for enlargement of garages indicating garage numbers and their locations.



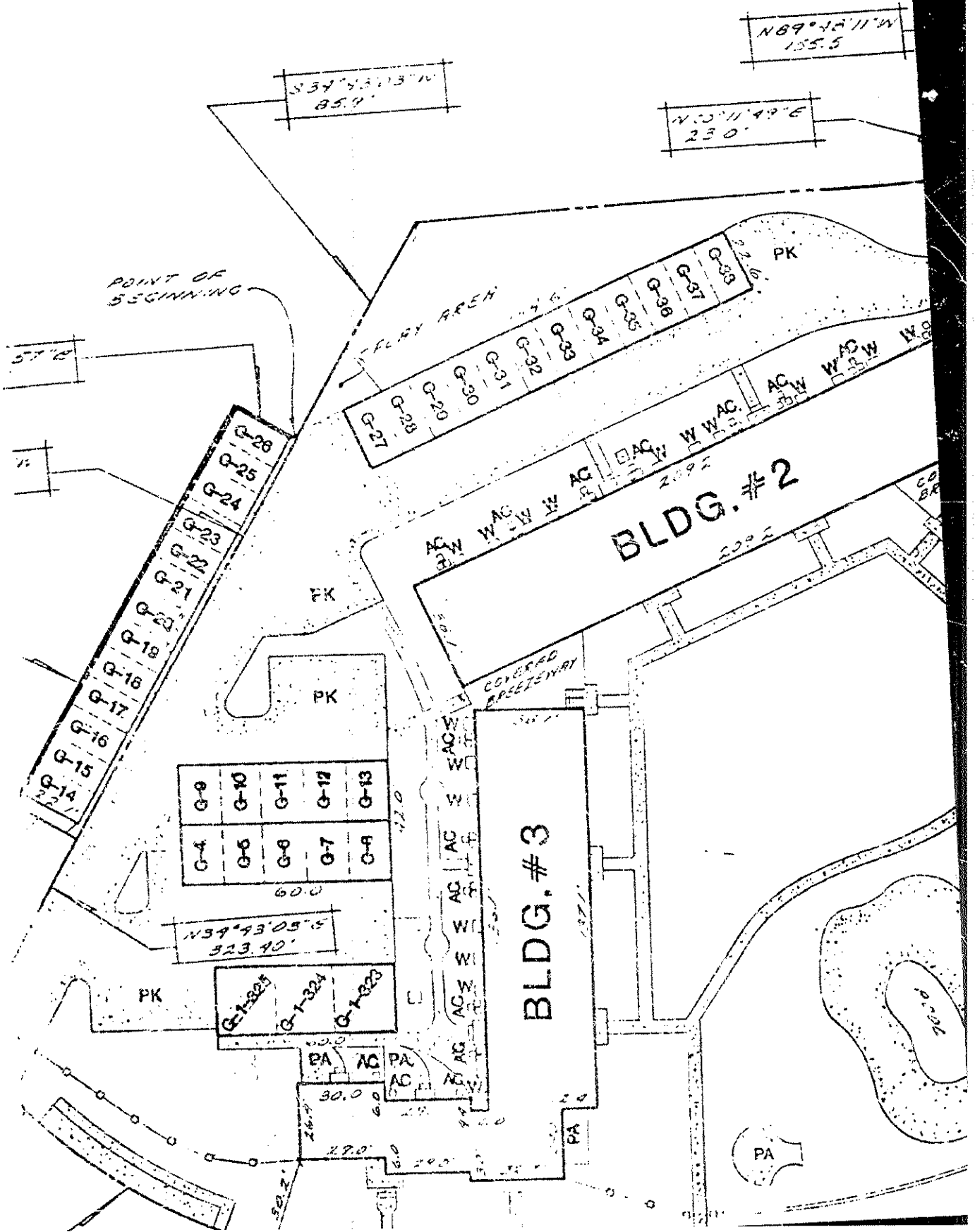
THOMPSON, DRESSEN & DORNIER
 Consulting Engineers & Land Surveyors

CONTRACT NUMBER: ...

DATE: ...

DATE	...
NO.	...
...	...

ENCLOSED THIS



FOOR INSTRUMENT FILED

CHAPES LANE

FORMERLY

N 89° 15' 14" 155.5

S 89° 58' 11" E 155.5

POINT OF BEGINNING

R.R. PK

50

N 8 31

POINT BEG

7' 6"

- G-39
- G-40
- G-41
- G-42
- G-43
- G-44
- G-45
- G-46
- G-47
- G-48
- G-49
- G-50
- G-51

OK

S 89° 58' 11" E 155.5

W WAC WAC WAC

- G-52
- G-53
- G-54
- G-55
- G-56
- G-57
- G-58
- G-59
- G-60
- G-61

PK

PK

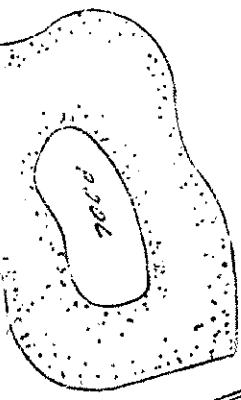
60.8

COVERED BREEZEWAY

BLDG. # 1

- G-1-322
- G-1-321
- G-1-320

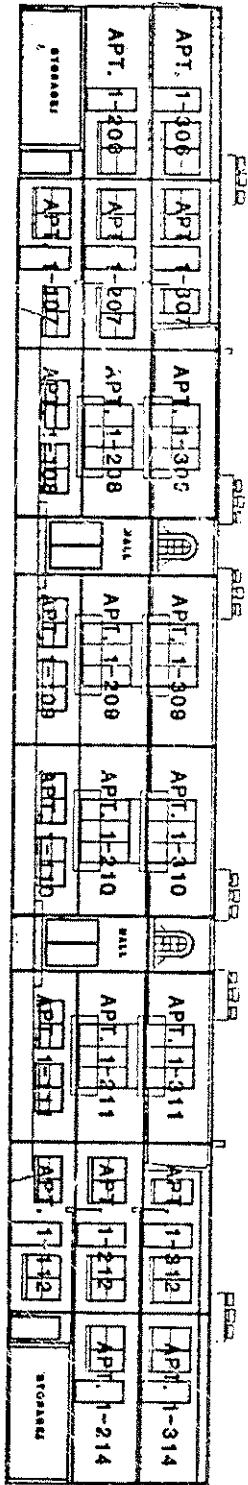
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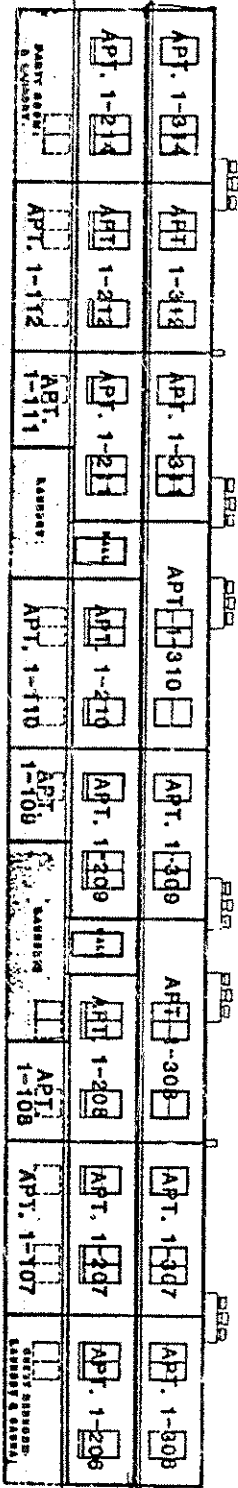
R.R. ARC

ADJUSTED CORNER

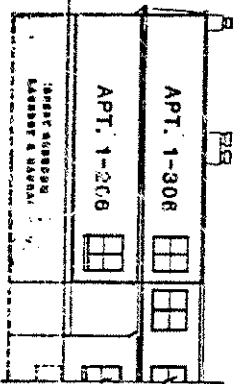
ADJUSTED CORNER



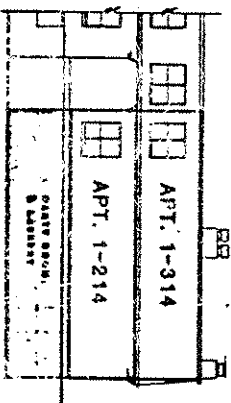
SOUTH ELEV. BLDG.#2



NORTH ELEV. BLDG.#2



WEST ELEV. BLDG.#2



EAST ELEV. BLDG.#2

CONSULT GENERAL SURVEYOR

GENERAL SURVEYOR



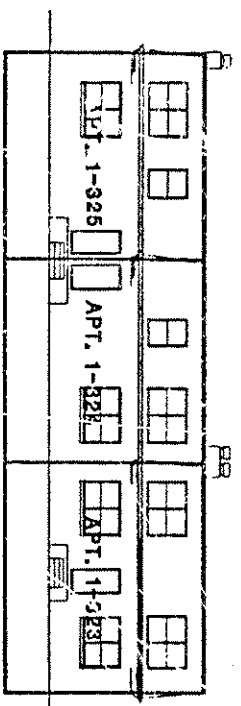
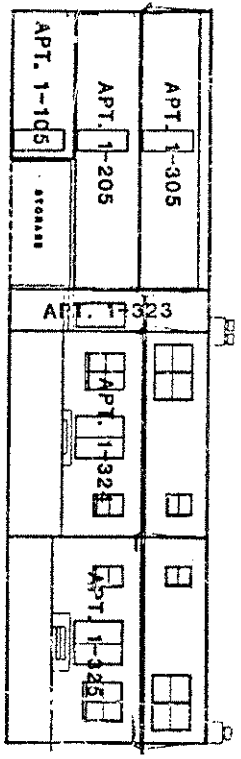
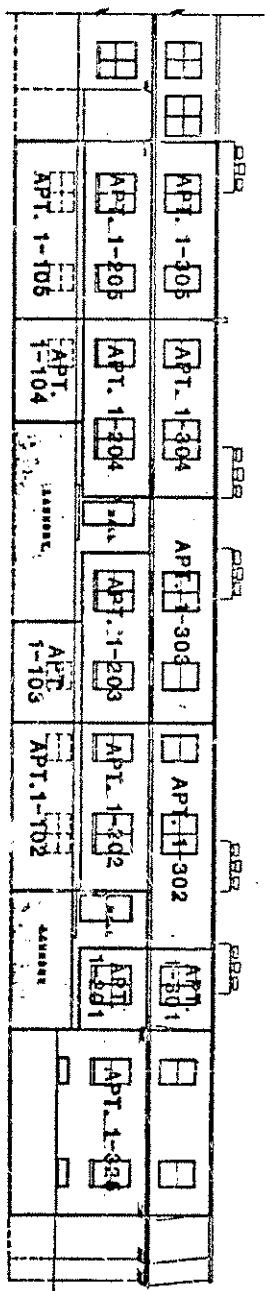
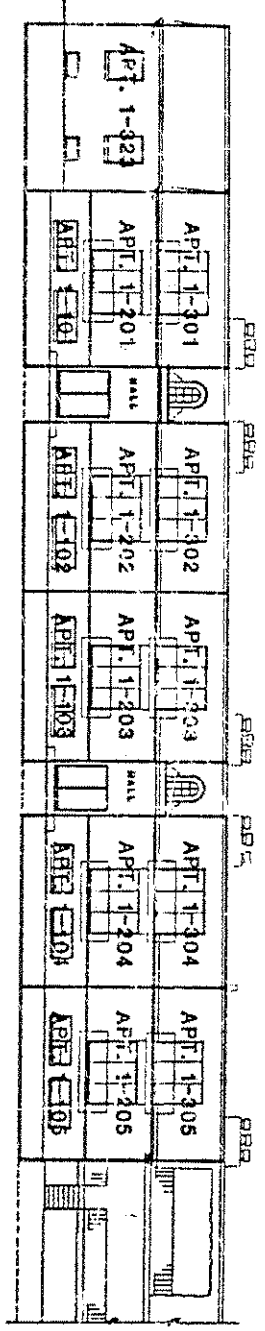
THOMPSON, DREESEN & DORKER
Consulting Engineers & Land Surveyors

RECEIVED COMMERCIAL PROPERTY RECORD NO. 1

ELEVATION BLUE # 2

MR. JOHN W. ...

DATE	FILE NO.
BY	SCALE
REVISIONS	NO. OF SHEETS
DRAWN BY	
CHECKED BY	
DATE	



GENERAL SOURCE ELEMENTS



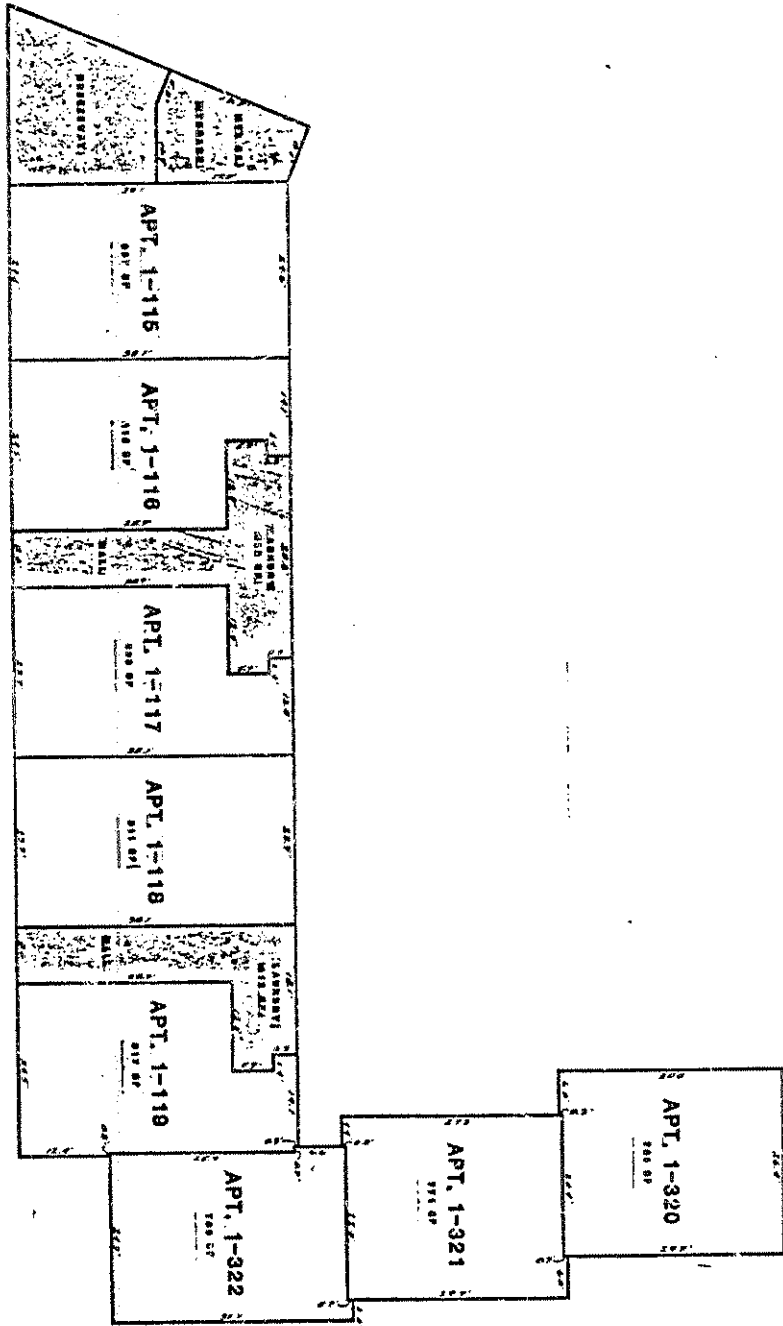
THOMPSON, DYESSEN & DORNIER
Consulting Engineers & Land Surveyors

RECORD COMMUNITY DEVELOPMENT DEPARTMENT
APR 1982

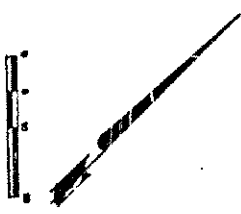
NO.	1
DATE	4/1/82
BY	J.C.C.
REVISION	
DATE	
BY	

NOTES:
 The dimensions shown in this plan are based on the survey of the property and are not to be construed as a warranty of accuracy. The surveyor's name and the date of the survey are shown on the plan.

LOWER LEVEL PLAN BLDG. #1



GENERAL COMMON ELEMENTS



THOMPSON, DRESSEN & DORNER



THOMPSON, DRESSEN & DORNER
 Consulting Engineers & Land Surveyors

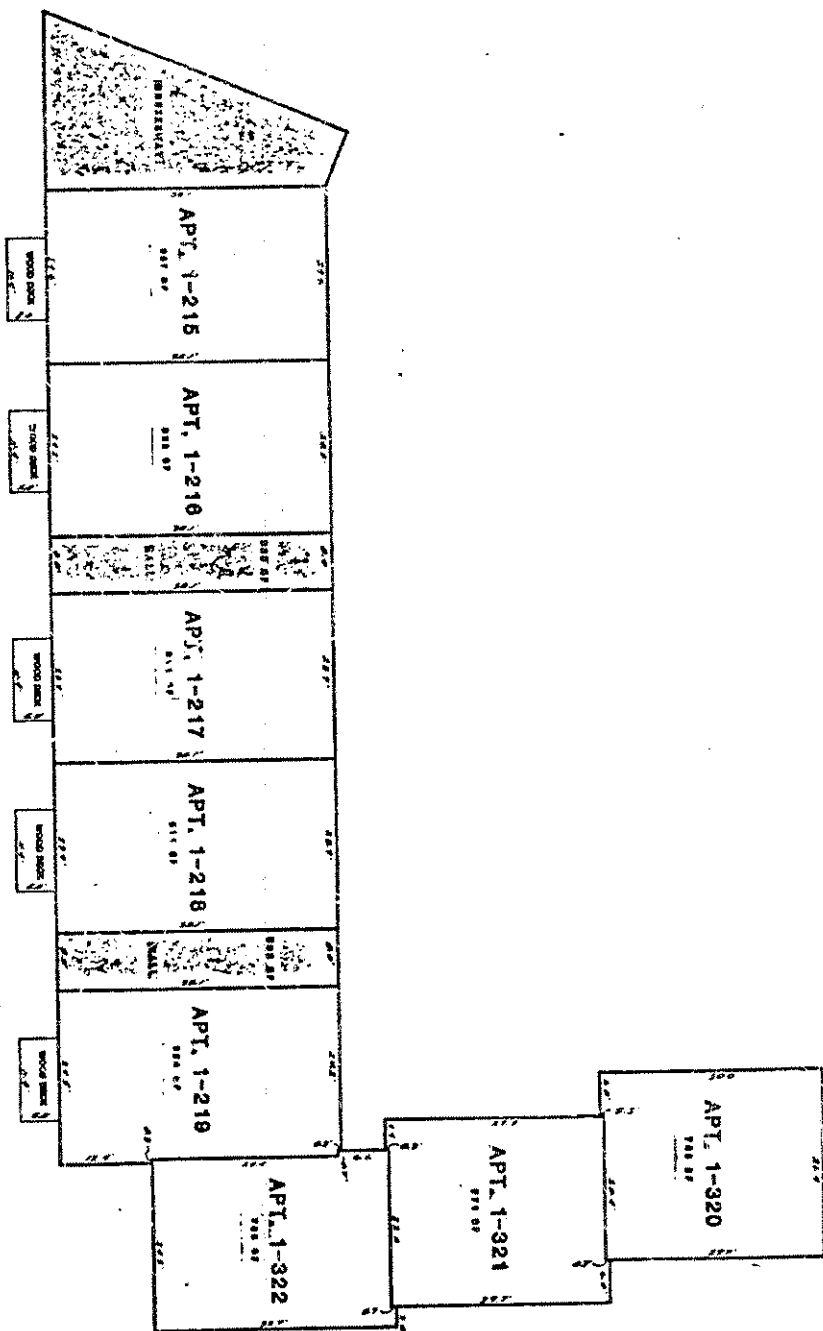
REGISTERED PROFESSIONAL PROPERTY RECORD NO. 1

DATE WHEN PLAN MADE

AND COUNTY, N.C.

SCALE	AS SHOWN
DATE	1988
BY	J.C.C.
CHECKED BY	
APPROVED BY	

MIDDLE LEVEL PLAN BLDG. # 1



NOTE:
 THE APARTMENT NUMBER IS SHOWN WITHIN THE UNIT.
 THE APARTMENT NUMBER IS SHOWN WITHIN THE UNIT.
 THE APARTMENT NUMBER IS SHOWN WITHIN THE UNIT.
 THE APARTMENT NUMBER IS SHOWN WITHIN THE UNIT.

GENERAL SOURCE ELEMENTS:



THOMPSON, DREESSEN & DORNIER
 Consulting Engineers & Land Surveyors

DESERVILLE CONDOMINIUM PROJECT, RECORD NO. 1

MIDDLE LEVEL PLAN BLDG. # 1

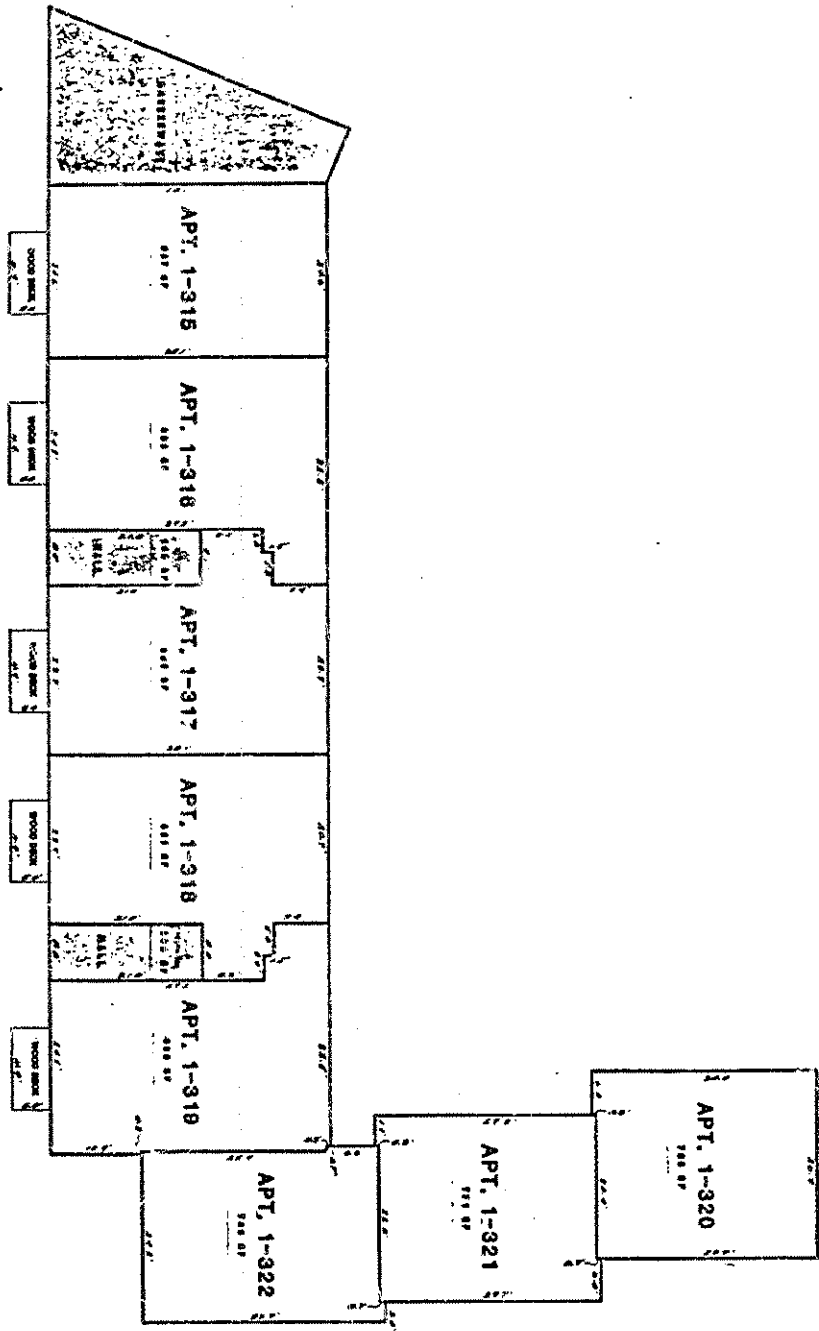
DATE DRAWN: 07/11/01

SCALE	AS SHOWN
DATE	7/11/01
DESIGNED BY	C.D.C.
CHECKED BY	
DATE	

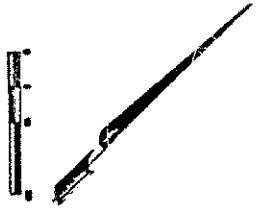
NOT TO SCALE
 The dimensions shown on this plan shall be taken from the original survey or other reliable source. The dimensions shown on this plan shall not be construed as a warranty of the accuracy of the survey.

NOT TO SCALE
 The dimensions shown on this plan shall be taken from the original survey or other reliable source. The dimensions shown on this plan shall not be construed as a warranty of the accuracy of the survey.

UPPER LEVEL PLAN BLDG. #1



GENERAL COMMON ELEMENTS



LOWER LEVEL PLAN BLDG. #2

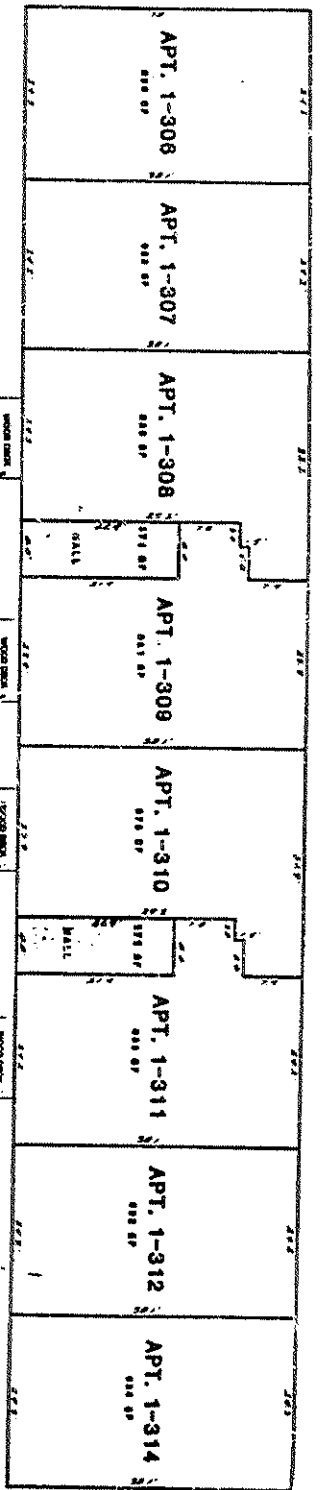
GENERAL COMMON ELEMENTS



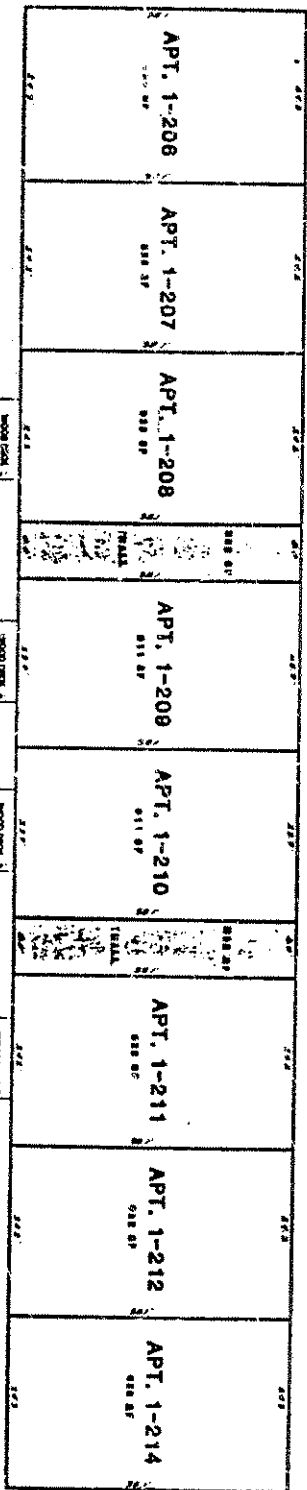
TD
 THOMPSON, DRESSER & DORNER
 Consulting Engineers & Land Surveyors

SENIOR CONSULTANT (PLANNING) REG. NO. 1
 JUNIOR CONSULTANT (PLANNING) REG. NO. 1
 ARCHITECT INC.

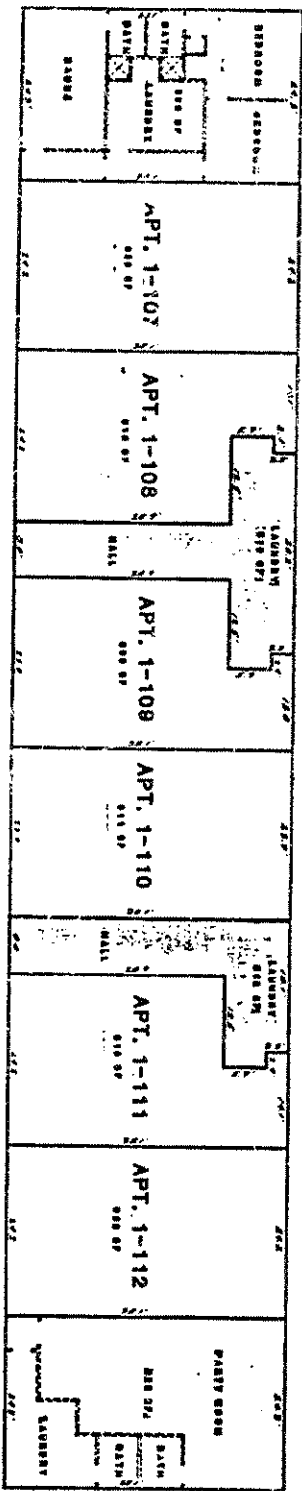
SCALE	AS SHOWN
DATE	11/11/11
PROJECT	11/11/11
CLIENT	11/11/11
PROJECT	11/11/11



UPPER LEVEL PLAN BLDG. #2



MIDDLE LEVEL PLAN BLDG. #2



LOWER LEVEL PLAN BLDG. #2

NOTES:
 The dimensions shown on this drawing shall be taken from the centerline of the wall unless otherwise indicated. The dimensions shown on this drawing shall be taken from the centerline of the wall unless otherwise indicated.

GENERAL SOURCE ELEMENTS:



THOMPSON, DRESSER & DORNIER
 Consulting Engineers & Land Surveyors

BERRYVILLE CONDOMINIUM PROJECT RESUBMIT NO. 1

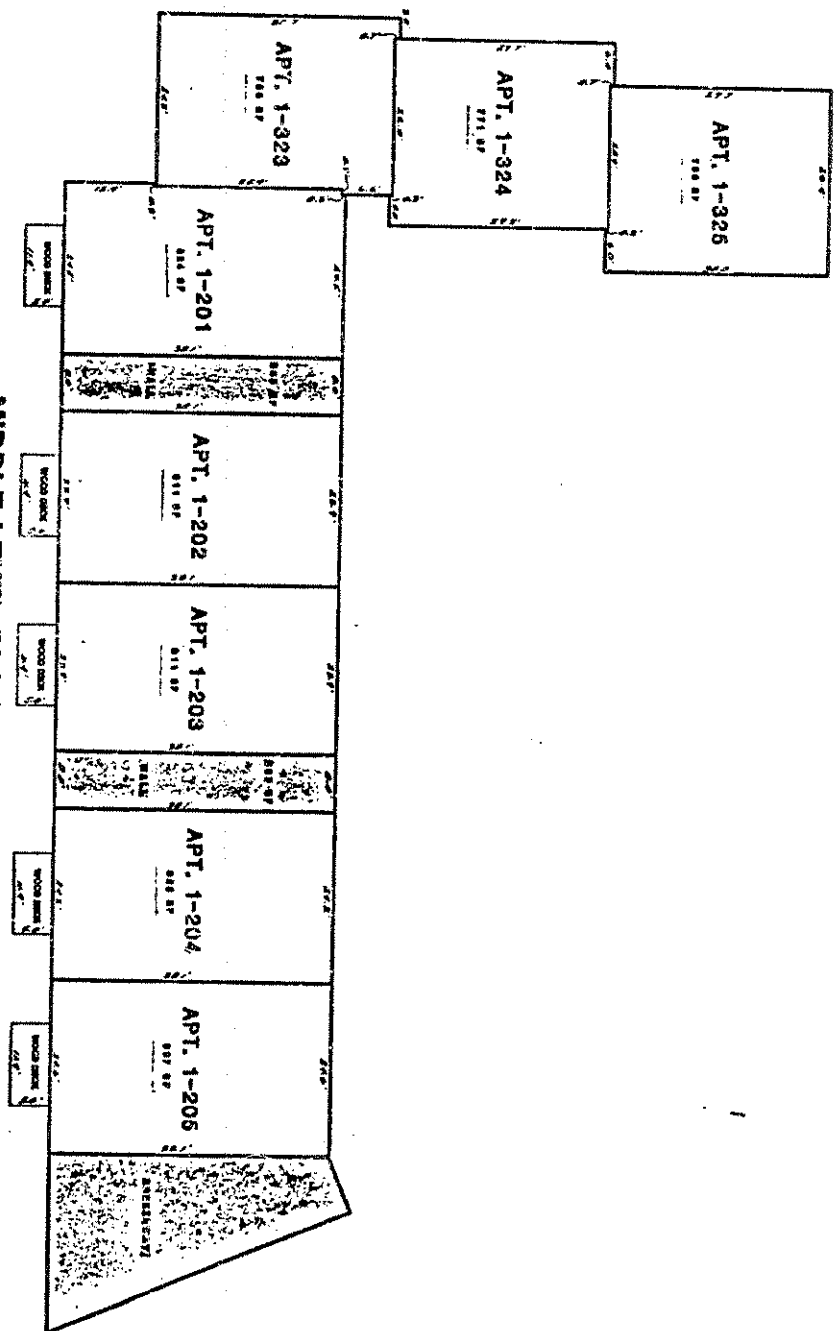
FLOOR PLAN 2 OF 2

ONE EIGHTY INC.

DATE	1/1/88
BY	CJC
CHECKED BY	
APPROVED BY	

NOTE:
The dimensions shown on this drawing shall be used for all purposes. The dimensions shown on this drawing are not to be construed as a warranty of accuracy. The dimensions shown on this drawing are not to be construed as a warranty of accuracy.

MIDDLE LEVEL PLAN BLDG.#3



ORIGINAL BORDER ELEMENTS:



THOMPSON, DRESSER & DORNIER
Consulting Engineers & Land Surveyors

BERVILLE CONDOMINIUM PROPERTY REGIME NO. 1

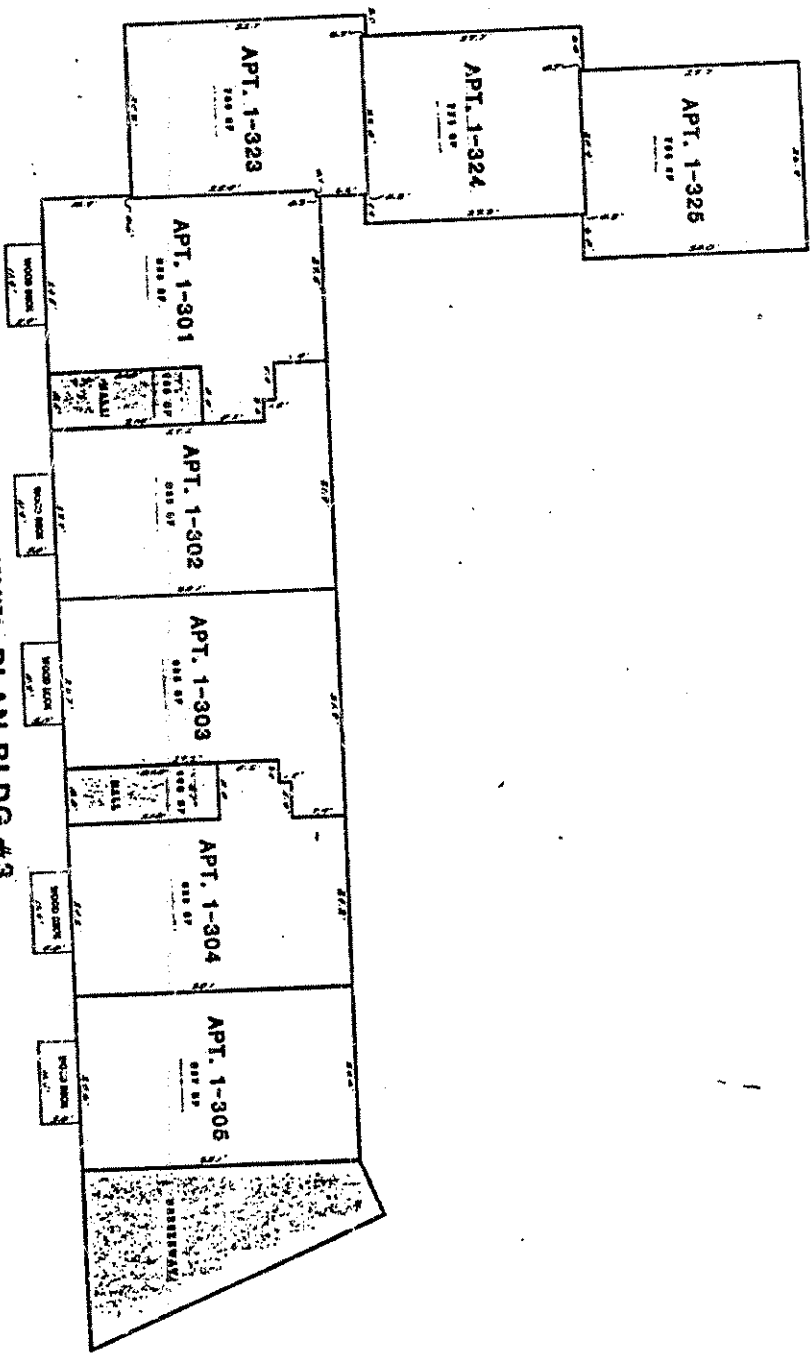
MIDDLE LEVEL PLAN BLDG.#3

ONE CORNER INC.

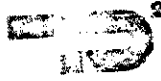
DATE	11-15-82
BY	J.P.C.
REVISION BY	C.V.C.
DATE	
BY	

NOTES:
 The dimensions shown on this plan shall be taken from the center of the walls unless otherwise indicated. The dimensions shown on this plan shall be taken from the center of the walls unless otherwise indicated. The dimensions shown on this plan shall be taken from the center of the walls unless otherwise indicated.

UPPER LEVEL PLAN BLDG. #3



GENERAL ROOM SCHEDULES:



T. J. JARVIS, DREISSON & DORNER
 Consulting Engineers & Land Surveyors

DEVELOPER: CARBORNING PROPERTY RECORDS INC.
 DATE: 1978 APR 15

Scale	1/4" = 1'-0"
Drawn by	C.V.C.
Checked by	
Approved by	

reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of the budget and proposed assessments shall be sent to each owner on or before the last day of the fiscal year preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction costs more than \$10,000 unless and until such proposal is approved in writing by co-owners representing at least three-fourths of the total basic value of the condominium.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year end preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. If any co-owner fails to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall bear interest at the highest legal contract rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent.

13) Insurance. The association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the common elements and of the apartments to provide for restoration thereof to tenantable condition in the event of damage. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Administrators, as Trustees for each of the apartment owners in the percentages established in the Master Deed and to the respective mortgagees of the apartment owners as their respective interests may appear. Said policy or policies shall provide for separate protection for each apartment and its attached, built-in, or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each apartment. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators, or any apartment owner, for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancellable except after ten days' written notice to the mortgagee. A copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgagee not later than ten days prior to the expiration of existing policies. In addition, insurance shall