

MASTER DEED CREATING OAK HILLS CONDOMINIUM PROPERTY REGIME NO.

THIS MASTER DEED AND DECLARATION made this 20th day of August, 1971 by HAL GROVE, INC. (herein called "Developer"), a Nebraska 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 built 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 Oak Hills Condominium Property Regime No. 2.

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

LEGAL DESCRIPTION

"REGIME TWO"

Part of Lot 87, Oak Hills of Millard ^{II} a Subdivision in Douglas County, Nebraska, more particularly described as follows:

Commencing at the NE corner of the SE $\frac{1}{4}$ of Section 7 T14N R12E of the 6th P.M.; thence N 89° 59' 28" W, along the North line of the Southeast $\frac{1}{4}$ of said Section 7, 157.59 feet to the Northeast corner of Lot 87; thence continuing N 89° 59' 28" W, on the North line of Lot 87, 827.08 feet; thence S 17° 55' 15" E, 384.55 feet to a point on the Northerly Right-of-Way line of Golfing Green Drive; thence Northeasterly, on a curve to the left (said curve having a radius of 765.00 feet, chord bearing N 61° 55' 15" E, chord distance 148.66 feet) 148.90 feet to a point of tangency; thence on a curve to the right (said curve having a radius of 740.00 feet, chord bearing N 67° 37' 19" E, chord distance 289.42 feet), 291.30 feet to a point of tangency; thence on a curve to the left (said curve having a radius of 532.96 feet, chord bearing N 59° 05' 15" E, chord distance 361.27 feet) 368.57 feet to the point of beginning. (Containing 3.76 acres.)

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 four buildings which will vary in height from one to two stories. The buildings will contain a total of 21 apartments which may only be used for residential purposes. The condominium will also include a swimming pool, automobile garages and parking areas, gardens and landscaping. The total ground floor area of all buildings aggregates

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35,065 square feet and the total land area aggregates 151,053 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 except for screening, window glass and exterior doors including garage doors; the foundations, main walls, roofs, yards and gardens, except that the yard areas included within patios as delineated on the attached plans shall not be common elements; the swimming pool, drives, walks, parking areas and all parts of the property and improvements which are not located within the apartments as shown on the attached plans. Although all parking areas are considered general common elements, each apartment shall be entitled to the exclusive use of the parking stalls thus identified as reserved for such apartment on the attached plans. Air conditioning compressors or units are not common elements but 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 exterior doors including garage doors and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces 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 \$720,000.00 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 follows:

<u>Apartment No.</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
27	\$37,300	5.18%
28	35,200	4.89
29	26,600	3.71
30	35,200	4.89
31	37,300	5.18
32	35,300	4.89
33	35,200	4.89
34	26,600	3.71
35	35,300	4.89
36	37,300	5.18
37	35,300	4.89
38	26,600	3.71
39	26,600	3.71
40	37,300	5.18
41	37,300	5.18
42	35,300	4.89
43	35,300	4.89
44	37,300	5.18
45	35,200	4.89
46	35,200	4.89
47	37,300	5.18

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) Oak Hills 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 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 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 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 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 apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the Association. This provision shall not affect transfer by death but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his apartment shall give the Association written notice thereof together with the name, and a current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within thirty days after receipt of such notice, the Association shall by written notice to the owner either approve such purchase or lease or elect to either purchase the property for said price or terms or either lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty days thereafter. Failure of the Association to act within the first 30-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

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

- 1) These are the By-Laws of Oak Hills Association, Inc., a Nebraska non-profit corporation with its registered office at 2400 South 72 Avenue, Omaha, Nebraska (C/o John W. Delehant Law Offices). These are also the By-Laws of Oak Hills Condominium Regime No. 2.
- 2) Seal. The corporate seal shall bear the name of the corporation and the words "Omaha, Nebraska, Corporate Seal."
- 3) Members. This corporation has been organized to provide a means of management for Oak Hills Condominium Property Regime No. 2 in Douglas County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to such apartment in the Master Deed creating the condominium regime.
- 4) The Annual Members' Meeting will be held on the third day of January of each year at 6:00 P.M. at the Oak Hills Country Club clubhouse for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of annual meetings need be given.
- 5) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by ten days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.
- 6) The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions shall be recorded.
- 7) A Quorum for members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the members.
- 8) The Affairs Of The Association shall be managed by a Board of three Administrators (also known as Directors) elected by the members at each annual meeting of the members. Vacancies occurring in the Board shall be filled by the remaining administrators. Notwithstanding the foregoing, until December 31, 19 75 or until Hal Grove, Inc. as developer elects in writing to waive its right to elect the administrators (whichever shall first occur)

the administrators of the Association shall be elected solely by Hal Grove, Inc. After relinquishment of control by the developer, any administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The term of each administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the administrators shall constitute a quorum, and a majority vote of administrators present at a meeting comprising a quorum shall constitute the act of the administrators. The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. Compensation of administrators and of employees of the Association shall be fixed by the Board of Administrators. An administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an administrator.

9) The Annual Meeting Of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of administrators may be called by the President or by a majority of the administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

10) The Officers of the corporation shall be elected by the administrators. Compensation of officers shall be fixed by the administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the administrators shall deem necessary from time to time.

a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the company; shall preside at meetings of members and administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The Secretary shall record the minutes of meetings of administrators and members shall have custody of the corporate seal and affix it to such instruments as are authorized by the administrators, and shall perform such other duties prescribed by the President or the administrators.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the administrators.

11) Budget. The Board of Administrators shall adopt a budget for each calendar year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in

November of each year for the coming calendar year, and copies of the budget and proposed assessments shall be sent to each owner on or before December 31 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 \$2,000.00 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 and until a proper amendment to the Master Deed has been executed, acknowledged and recorded.

12) Assessments against each apartment owner for such common expenses shall be made annually on or before December 31 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 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. Until construction of an apartment unit is completed as shown on the plans attached to the Master Deed, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any member shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the member 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 rate from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable.

13) Insurance. Insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by the Association, but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000/300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver

releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of the condominium within 120 days after such damage or destruction, the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of under-insurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment owner may obtain additional insurance at his expense.

14) The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by the owner with all of the owner's duties under the condominium regime.

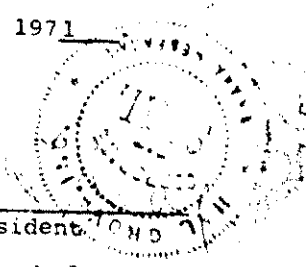
15) These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Douglas County, Nebraska in the same manner as the Master Deed and the original By-Laws.

EXECUTED this 20th day of August, 1971

HAL GROVE, INC.

Attest: Patrick V. Harding
Asst. Secretary

By: [Signature]
President



STATE OF NEBRASKA) On the date last-above written before the
)ss. undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came HAROLD E. GROVE,
President of Hal Grove, Inc., to me personally known to be the President
and the identical person whose name is affixed to the foregoing Master
Deed, and acknowledged the execution thereof to be his voluntary act and
deed of the said Corporation, and that the Corporate Seal of the said
Corporation was thereto affixed by its authority.
I, [Signature], Notary Public, do hereby certify that the foregoing is a true and correct
copy of the original as shown to me, and I have subscribed my name and Notarial Seal at Omaha in said County on the
date last above written.

[Signature]
Notary Public

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 14th day of ~~November, 1986~~ ^{January, 1987} between OAK HILLS ASSOCIATION, INC., a Nebraska Non-Profit Corporation, hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

TRACT NO. 1

A tract in Oak Hills Condominium Property Regime No. 1 lying in part of Lot Eighty-seven (87), Oak Hills of Millard II, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and more particularly described as follows:

Beginning at the South most corner of Lot 87; thence North 30° 38' 27" West (assumed bearing) on the Westerly line of said Lot 87, a distance of 152.54 feet to a point of curvature; thence, Northwesterly on a 495.00 foot radius curve to the right a distance of 271.73 feet to a point of tangency; thence, North 00° 48' 43" East a distance of 105.68 feet to the Northwest corner of said Lot 87; thence, South 89° 59' 28" East on the North line of said Lot 87, a distance of 335.00 feet; thence South 17° 55' 15" East a distance of 384.55 feet to a point on the Northerly right-of-way line of Golfing Green Drive; thence, South 69° 51' 33" West along a 765.00 foot radius curve to the right a chord distance of 63.06 feet to a point of reverse curve; thence, southwesterly on a 1345.00 foot radius curve to the left a distance of 271.92 feet to the point of beginning.

Said tract is shown on the attached plat, marked Tract No. 1, which is made a part hereof by this reference. Said tract contains 3.73 acres, more or less.

and

PERMANENT EASEMENT

TRACT NO. 2

A tract in Oak Hills Condominium Property Regime No. 2 lying in part of Lot Eighty-seven (87), Oak Hills of Millard II, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and more particularly described as follows:

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GERGE J. BUCHEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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801 N 76-293 C/O FEE 30.50
~~76-492~~ 76-315 R DEL MC B.C
OF Misc COMP A F/B 65-27960

Beginning at the NE corner of the the Southeast Quarter (SE 1/4) of Section 7, T14N, R12E of the 6th P.M.; thence N. 89° 59' 28" W., along the North line of the Southeast 1/4 of said Section 7, 157.59 feet to the point of beginning, said point being the Northeast corner of Lot 87; thence continuing N. 89° 59' 28" W., on the North line of Lot 87, 827.08 feet; thence S. 17° 55' 15" E., 384.55 feet to a point on the northerly right-of-way line of Golfing Green Drive; thence Northeasterly, on a curve to the left (said curve having a radius of 765.00 feet, chord bearing N. 61° 55' 15" E., chord distance 148.66 feet) 148.90 feet to a point of tangency; thence on a curve to the right (said curve having a radius of 740.00 feet, chord bearing N. 67° 37' 19" E., chord distance 289.42 feet), 291.30 feet to point of tangency; thence on a curve to the left (said curve having a radius of 532.96 feet, chord bearing N. 59° 05' 15" E., chord distance 361.27 feet) 368.57 feet to the point of beginning.

Said tract is shown on the attached plat, marked Tract No. 2, which is made a part hereof by this reference. Said tract contains 3.76 acres, more or less.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. Attached hereto and made a part hereof by this reference is a drawing, marked Exhibit "A", showing the location of the gas lines to be installed in the easement parcels, per M.U.D. Contract No. G.R.M. 9277.

2. The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said easement tract any building or structure, except pavement, and they will not give anyone else permission to do so. It is understood that the Grantor, its successors and assigns, may install a water sprinkler system, above or below ground, in the easement parcels within six inches of the gas pipe installed pursuant hereto.

3. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original condition thereof and as soon after such work is performed as may be reasonably possible to do so.

4. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

5. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

6. The persons executing this instrument represent they have the requisite authority to execute same and make this conveyance on behalf of the Corporation.

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AMENDED MASTER DEED

CREATING OAK HILLS CONDOMINIUM PROPERTY REGIME NO. 1

THIS AMENDED MASTER DEED AND DECLARATION (hereinafter referred to as "Master Deed") is made this 1 day of March, 1988, by the undersigned, being the co-owners owning apartments representing three-fourths or more of the total basic value of the Oak Hills Condominium Property Regime No. 1.

WITNESSETH:

I. PURPOSE

65-271100
The purpose of this Amended Master Deed and Declaration is to amend the Master Deed creating the Oak Hills Condominium Property Regime No. 1 dated August 12, 1970, and recorded in the office of the Register of Deeds, Douglas County, Nebraska, at Book 1415, Page 271, and to subject the lands and improvements herein described to the terms in said amendment. The name of this condominium regime is, and shall continue to be, Oak Hills Condominium Property Regime No. 1 (hereinafter called the "Condominium Regime").

II. PROPERTY INCLUDED

The lands hereby resubmitted to the Condominium Regime are described as follows:

65-27960
That part of Lot 87, Oak Hills of Millard II, a platted and recorded Subdivision in Douglas County, Nebraska, described as follows:

Beginning at the Southmost corner of said Lot 87; thence North 30°38'27" West (assumed bearing) on the Westerly line of said Lot 87, a distance of 152.54 feet to a point of curvature; thence Northwesterly on a 495.00 foot radius curve to the right a distance of 271.73 feet to a point of tangency; thence North 00°48'43" East a distance of 105.68 feet to the Northwest corner of said Lot 87; thence South 89°59'28" East on the North line of said Lot 87, a distance of 335.00 feet; thence South 17°55'15" East a distance of 384.55 feet to a point of the Northerly R.O.W. line of Golfing Green Drive; thence South 69°51'33" West along a 765.00 foot radius curve to the right a chord distance of 63.06 feet to a point of reverse curve; thence, Southwesterly on a 1345.00 foot radius curve to the left a distance of 271.92 feet to the point of beginning, containing 3.73 acres.

III. AMENDMENT

Section 7 f) is hereby amended to read as follows:

(a) No apartment Owner may sell his apartment, or any interest therein, without the prior written approval of the Association. This provision shall not affect transfer by death, but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An Owner intending to make a sale of his apartment shall give the Association written notice thereof, together with the name and a current address and credit report of the purchaser, and the terms and price of such sale, together with a copy of the proposed purchase agreement. Within thirty (30) days after receipt of such notice, the Association shall, by written notice to the Owner, either approve such purchase or elect to purchase the property for said price and terms. If the Association elects to purchase the property,

closing shall be within thirty (30) days thereafter. Failure of the Association to act within the first thirty-day period shall be deemed an approval of the sale, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfer shall not apply to acquisition of ownership through foreclosure of a Security Agreement, such as, but not limited to, a mortgage, a deed of trust, or land contract upon an apartment.

(b) No apartment may be occupied by anyone other than the Owner, along with members of the Owner's immediate family, related by blood or marriage, his or her servants, and temporary guests. It is the intention of this paragraph to prohibit the rental of any units which will result in occupancy by others than the Owner along with members of the Owner's immediate family, related by blood or marriage, his or her servants, and temporary guests.

The undersigned co-owners, representing over three-fourths (3/4) of the total basic value of the condominium in Oak Hills Condominium Property Regime No. 1, having read the foregoing amendment, hereby agree that same be adopted and be binding as to the Owners of the apartments in the Condominium Regime, their heirs, successors and assigns.

<u>Helen P. Statter</u>	<u>6008 Oak Crest Plaza</u>
<u>Clifford A. Stahl</u>	<u>6008 OAK CREST PLAZA</u>
<u>Erno D. Vogt</u>	<u>6044 Oakcrest Plaza</u>
<u>Goldwin G. Vogt</u>	<u>6044 Oakcrest Plaza</u>
<u>J. Bruce Haddock Trust Inc.</u> <small>by <u>Angelle Haddock</u></small>	<u>6040 Oakcrest Plaza</u>
<u>Viggo H. Bauer</u>	<u>6020 Oakcrest Plaza</u>
<u>Bill Bauer</u>	<u>6020 Oakcrest Plaza</u>
<u>Elyse Ruth Lannon</u>	<u>6005 Oak Hills Dr.</u>
<u>Sally Ann Rose</u>	<u>6012 Oakcrest Plaza</u>
<u>Mary H. Haddock</u>	<u>6033 Oak Hills Drive</u>
<u>Robert Haddock</u>	<u>6033 Oak Hills Drive</u>
<u>Anna J. Szciniak</u>	<u>6009 Oak Hills Drive</u>
<u>James W. Gray</u>	<u>6001 Oak Hills St.</u>
<u>Andre J. Benson</u>	<u>6029 Oak Hills Dr.</u>
<u>Billy R. Benson</u>	<u>6029 Oak Hills Dr.</u>

PERPETUAL EASEMENTS

THIS EASEMENT AGREEMENT made this 29th day of July, 1968, between the undersigned, OAKS, INC., a Nebraska corporation (herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 152 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"),

WITNESSETH:

1. In consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the real property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, perpetual sewer and drainage easements over, on and under the following described lots, tracts and parcels of real estate, to-wit:

1. All of Outlot No. 96, Oak Hills of Millard, a Subdivision in Douglas County, Nebraska.

2. The westerly 50.00 feet of Lot 87 in Oak Hills of Millard II, a subdivision in Douglas County, Nebraska, lying adjacent to the Oak Hills Drive right-of-way.

3. A 30.00 foot wide sewer and drainage easement lying in the Southeast Quarter of Section 7, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northwest corner of Lot 86, Oak Hills of Millard II, an addition in Douglas County, Nebraska; thence Southwesterly along the southerly right-of-way line of Golfing Green Drive on a 1245.00 foot radius curve to the left an arc distance of 219.06 feet to the point of beginning; thence Southeasterly on a 235.00 foot radius curve to the left a distance of 159.18 feet to a point of reverse curve; thence Southwesterly on a 757.96 foot radius curve to the right a distance of 143.08 feet; thence South 79°44'13" West a distance of 30.00 feet; thence Northwesterly on a 727.96 foot radius curve to the left a distance of 137.42 feet to a point of reverse curve; thence Northeasterly on 265.00 foot radius curve to the right a distance of 139.92 feet; thence Northeasterly along the southerly right-of-way line of Golfing Green Drive on a 1245.00 foot radius curve to the right a distance of 47.82 feet to the point of beginning.

4. Beginning at the easternmost corner of the intersection of 120th Street and Golfing Green Drive and proceeding southeasterly along the easterly right-of-way line of 120th Street a distance of 30.00 feet; thence on a 642.95 foot radius curve to the left a distance of 30.00 feet; thence on a 431.34 feet radius curve to the left to the southerly right-of-way line of Golfing Green Drive; thence southwesterly along said line to the point of beginning, being in the SE-1/4 of said Section 7-14-12, Douglas County, Nebraska.

2. The scope and purpose of said easements is for access to and for the construction, use, repair, maintenance, replacement and renewal of storm sewer pipes and drainageways, including all related appurtenances, and the transmission of storm water through, on, over and under said easementway from the property now or hereafter served by Grantee and its assigns. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easements in order to perform any of the

