DEED 2005145444

NOV 16 2005 13:33 P 49

Nebr Doc
Stamp Tax
11-16-05
Date
$ ex 4
By JC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/16/2005 13:33:07.75
2005145444

(Above Space Reserved for Register of Deeds)

Document Title:	Declaration of Condominium for Dundee Place Condominiums
Document Date:	November 14, 2005
Grantor Name:	Fountainhead Development, LLC
Grantee Names:	None
Grantor's Address:	c/o Scott A. Meyerson, Esq. Stinson Morrison Hecker LLP 1299 Farnam St., #1501 Omaha, Nebraska 68102

City of Omaha, Douglas County, Nebraska

Deeds 9 ~~Hatch~~ 252.00 34-09840
49/14
FEE ____ FB ____
BKP ____ C/O ____ COMP MB
DEL ____ SCAN ____ FV RA

252
Charge
(7) on-006929

1044 -

DECLARATION OF CONDOMINIUM OWNERSHIP FOR DUNDEE PLACE CONDOMINIUMS

THIS DECLARATION OF CONDOMINIUM OWNERSHIP FOR DUNDEE PLACE CONDOMINIUMS is made this 14th day of November, 2005 by Fountainhead Development, LLC, a Nebraska limited liability company, (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, pursuant to the terms of the Nebraska Condominium Act (hereinafter referred to as the "Act"), Fountainhead Development, LLC, the sole owner of the Property legally described in Attachment 1 attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property") does hereby subject the Property to the condominium form of ownership as "The Dundee Place Condominiums" as provided for in the Act and in this Declaration of Condominium Ownership for Dundee Place Condominiums (hereinafter referred to as the "Declaration");

WHEREAS, by virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, in furtherance of the plan of condominium ownership and the purposes and intents thereof, Declarant, sole owner of the Property hereby submits to the Act and this Declaration, together with all Improvements constructed thereon, hereby makes this Declaration which shall apply to, govern, control and regulate the sale, resale, or other disposition, acquisition, ownership, use and enjoyment of the Property and the Improvements locate thereon, and does hereby specify, agree, designate and direct that this Declaration and all of its Provisions shall be and are covenants to run with the Property herein described and shall be binding on the present owner of the Property and all its successors and assigns and all subsequent owners of the Property and Improvements constructed thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, Declarant, as the owner of the Property above described, for the purposes above set forth, does hereby declare said Property and all improvements thereon and those to be erected thereon to be a Condominium, hereinafter known as "Dundee Place Condominiums", under the Act, and further declares and provides as follows:

1. DEFINITIONS.

1.1. The following terms, as used herein or elsewhere in any condominium documents relating to Dundee Place Condominiums, unless otherwise specifically provided, shall have the meaning set forth below:

a. Act - The Nebraska Condominium Act (Neb. Rev. Stat. Sections 76-825 to 76-894) in effect as of the date of the recording of this Declaration.

b. Articles of Incorporation - The Articles of Incorporation of the Association, as they exist from time to time.

c. Association – Dundee Place Condominiums Association (hereinafter referred to as the "Association") a Nebraska not-for-profit corporation, formed, or to be formed, prior to the date of first conveyance of a Unit.

d. Board – shall mean the Board of Directors of the Association, the members of which shall be elected from time to time as provided in this Declaration, the Bylaws and the Articles of Incorporation. The Board shall be the governing body of the Association.

e. Building - The structure built, or to be built, on the Property containing twelve (12) Units.

f. Bylaws - The Bylaws of the Association as may be adopted and amended from time to time.

g. Common Elements – All portions of the Property, except for the Units.

h. Common Expenses – Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

i. Condominium - The condominium created by this Declaration, known as Dundee Place Condominiums.

j. Declarant – Fountainhead Development, LLC, or any person, firm or corporation to whom Fountainhead Development, LLC transfers its rights hereunder prior to the time when all Units in the Condominium have been sold.

k. Declaration - This instrument (including all attachments hereto) and any amendments hereto which may be recorded from time to time.

l. Development Guidelines – shall mean the design and development guidelines and standards and the review and approval procedures that may be prepared and issued from time to time by the Board pursuant to Section 7, below, for the purpose of assisting the Unit Owners and Purchasers in preparing improvement plans for a Unit within the Condominium.

m. Eligible Mortgage Holder – means the holder of any of the following (i) any first mortgage; (ii) any junior instrument recorded or filed in the office of the Register of Deeds of Douglas County, Nebraska, encumbering a Unit or any portion thereof as security for the performance of an obligation given in good faith and for valuable consideration which is not a fraudulent conveyance under Nebraska Law, including, without limitation, a deed of trust that

has been approved by the Board, but does not mean any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code.

n. Improvements – shall mean all buildings, structures, underground installations, slope and grade alterations, lighting, elevators, walkways, gutters, storm drains, drainageways, utilities, driveways, screening walls, walls, exterior doors, windows, window boxes, awnings, stairs, stairwells, balconies, plantings, planted trees and shrubs, sidewalks, poles, flags, signs and all other structures or improvements of every type and kind.

o. Limited Common Elements – Each portion of the Common Elements allocated by this Declaration, the Bylaws or by the Act for the exclusive use of one or more but fewer than all of the Units, including but not limited to: (a) any balconies, (b) the air conditioning units for each Unit, and (c) the Parking Unit(s).

p. Managing Agent – means the Person, company, or other legal entity who undertakes the duties, responsibilities and obligations of the management of the Association and the Condominium which Managing Agent may be employed for terms no longer than twelve (12) months and may be terminated by a vote of the Board, subject to any outstanding contract rights as might exist.

q. Parking Garage – shall mean the 12 stall garage located on level one (1) of the Condominium.

r. Parking Unit(s) – shall mean parking stalls 1 through 12 located in the Parking Garage as shown on the Plat and Plans.

s. Percentage of Ownership – shall have the meaning ascribed to it in Section 3.2 below.

t. Period of Declarant Control – shall commence with the recording of this Declaration and shall continue until the earlier of: (a) sixty (60) days after conveyance to Unit Owners other than the Declarant of ninety percent (90%) of the total number of Units; (b) two years after the Declarant has ceased to offer Units for sale in the ordinary course of its business; or (c) the date which is the fifth anniversary of the date of the recording of this Declaration.

u. Person - A natural person, partnership, corporation, limited liability company, business trust, estate, or other legal entity capable of holding title to real property; provided, however, that for any kind of trust, "Person" means the beneficiary of the trust rather than the trustee of the trust.

v. Plat and Plans - The drawings attached hereto as Attachment 2 which were prepared by a registered land surveyor and which contain the information required by subsections b and d of Neb. Rev. Stat. Section 76-846 of the Act, as such drawings may be amended from time to time by amendments thereto.

w. Purchaser – means any Person other than the Declarant or a trustee of a deed of trust, who by a voluntary transfer acquires a legal or equitable interest in a Unit, other than as a security interest for an obligation.

x. Property - The land legally described in Attachment 1 which is attached hereto, together with all improvements and structures from time to time hereafter located thereon, including all appurtenances thereto and all easements and rights intended for the mutual use, benefit or enjoyment of the Unit Owners.

y. Special Declarant Rights - Rights reserved for the benefit of the Declarant to complete Improvements indicated on the Plat and Plans filed with the Declaration; to maintain sales offices, management offices, advertising signs for the Condominium project, and models; to use easements through the Common Elements (including the Limited Common Elements) for the purposes of making Improvements within the Condominium; to create or add additional Units, Common Elements, or both; to relocate the boundaries between any of the Unit or Units; to subdivide any Unit or Units; or to appoint or remove any officer of the Association, or any member of the Board during the Period of Declarant Control.

z. Unit or Condominium Unit - A physical portion of the Condominium designated for separate ownership or occupancy and identified as Units 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C and 4D the boundaries of which are delineated on Attachment 2 hereto and further described in Section 2 below.

aa. Unit Owner - The person or persons, individually or collectively, having fee simple ownership of a Unit.

1.2. Unless the context otherwise requires, any other terms used in this Declaration shall be assumed to have the meaning attributed to said term in the Act.

2. UNITS.

2.1. The Condominium Units shall be legally described as shown on the Plat and Plans attached hereto as Attachment 2. The Condominium Project consists of: (i) twelve (12) Units on levels two (2) through four (4), and (ii) twelve (12) Parking Units located in the Parking Garage on level one (1). Each Unit includes a Percentage of Ownership that is appurtenant thereto. The Units are further identified on the Plat and Plans recorded pursuant to the terms of this Declaration and the Act.

2.2. The legal description of each Unit shall set forth the name of the Condominium, the recording data for the Declaration, the county in which the Condominium is located, and the identifying number of the Unit pursuant to Neb. Rev. Stat. §76-841. Every deed, lease, mortgage or other instrument may legally describe a Unit by such legal description, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

2.3. Each Unit and the improvements therein shall be used solely for residential purposes, subject to the Special Declarant Rights and the zoning requirements of the City of Omaha, Nebraska.

2.4. Each Unit Owner shall have exclusive rights to the Limited Common Elements which are allocated for the exclusive use of such Unit Owner.

2.5. The Units and their dimensions are depicted on the Plat and Plans, which are incorporated herein by this reference. Except as otherwise provided herein, and as otherwise set forth in Section 3, which describes the Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

a. Horizontal (Upper and Lower): The Units will be stacked one on top of the other. The upper horizontal boundary of each of the uppermost Units shall be in the horizontal plane (and diagonal plane as is necessary in the case of vaults) of the lowermost unfinished surface of the roof, such that the roof, and all of its support systems (including, but not limited to, the roof trusses), shall not be deemed to be included within the boundaries of the Unit. The lower horizontal boundary of each Unit is the horizontal plane on top of the lightweight concrete sub-floor. As such, the lightweight concrete sub-floor, the lumber sub-floor and the floor trusses thereunder shall not be a part of the Unit. The upper horizontal boundary of any Unit which has a Unit above it is the horizontal plane or planes coinciding with the lower most portion of the lightweight concrete sub-floor, lumber floor joists and trusses as part of the ceiling thereof.

b. Vertical (Perimeter): The vertical boundary (perimeter) of each Unit is the unfinished interior perimeter wall surfaces of all such walls; provided that where there are windows or doors, the boundary is the exterior surface of such doors and windows when enclosed, and where any such boundary separates one Unit from another Unit, the vertical boundary between such shall be the center line of the walls separating such Units. Repairs and finishes on such walls shall be maintained by each individual Unit. Stud replacement shall be divided equally by each adjoining Unit, unless such repair shall be caused by such Unit owner or its occupants, guests invitees, agents and/or contractors.

c. the horizontal and vertical boundaries above identified shall be extended to their intersections with each other.

2.6. The Parking Units and their dimensions are depicted on the Plat and Plans referred to hereinabove which Plat and Plans are incorporated herein by this reference, and are limited to the air space immediately above the surface of the horizontal plane of the concrete floor for the purposes of vehicular parking.

2.7. Included in the Units are systems, equipment, installations and facilities of such Units which are exclusively used for the benefit of a particular Unit, whether situated within or outside of a particular Unit's boundaries, including, but not limited to the following:

a. All internal walls or partitions which are contained wholly within a Unit shall be deemed part of the Unit;

b. All central and appurtenant installations for services such as electrical, power, light, telephone, gas, hot and cold water and heat (including all ducts, pipes, valves, wires, cables and conduits used in connection therewith or any replacements thereof) which exclusively service a Unit;

c. Fans, vents and exhausts and all piping, ducts and equipment which exclusively service a Unit wherever the same may be located;

d. All exterior windows, doors, shutters, awnings, balconies, and glass windows which exclusively service a Unit;

e. Light fixtures, wiring, risers, electrical feeders, switches, electrical meters exclusively servicing a Unit;

f. Gas meter, gas piping, risers, fittings, valves including any gas system exclusively servicing a Unit;

g. All other facilities or fixtures located within or immediately connected to a Unit which exclusively serve or benefit or are necessary for the existence, maintenance, operation or safety of the particular Unit.

h. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the walls, floors, or ceilings within the designated boundaries of any Unit are a part of the Unit.

No Unit shall include any piping, wiring, ductwork, machinery, equipment or other materials used exclusively by any other Unit.

3. COMMON ELEMENTS; OWNERSHIP; COVENANT AGAINST PARTITION.

3.1. Common Elements. The Common Elements of the Condominium are as follows:

a. The Property upon which the structures containing the Condominium Units are located, and such structures themselves, including but not limited to, the foundations, exterior walls, roofs, gutters, downspouts, chutes, chases, flues, ducts, wires, conduits, bearing walls, bearing columns, fire suppression and detection systems, whether situated partially within or outside the boundaries of any Unit, including without limitation all piping, fittings, valves and sprinkler heads, or any other fixtures which lie partially within and partially outside of the designated boundaries of a Unit and which serve more than one Unit and are not otherwise assigned or allocated to any one or more Units as a Limited Common Element.

b. Except as may be shown on the Plat and Plans, the Common Elements shall include, without limitation, each and every stairway, elevator, service or utility areas, canopies, the lobby located on the first level of the Condominium, the Parking Garage and any adjacent public right-of-ways that the Association is responsible for maintaining, including without limiting the generality of the foregoing, trees, shrubs, lawns, pavements, sidewalks, storm and water systems, sewage lines, and all utility installations, and pipes, wire and conduits and connections for television, electricity, light, water and plumbing and other utilities, except those items that are exclusively within or for the benefit of a particular Unit and not used to service any Unit other than that particular Unit.

c. All other appurtenances not herein specifically designated which are not enclosed within the boundaries of a Condominium Unit as is hereinabove delineated in Section 2 of this Declaration.

3.2. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common equal to the percentage of ownership (hereinafter referred to as the "Percentage of Ownership") allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Attachment 3, as such schedule is amended from time to time by amendment hereto. The Percentages of Ownership have been computed and determined in accordance with the following formula: the Unit's square footage divided by the total square footage of all of the Units in the Condominium. Such Percentages shall remain constant unless hereafter changed as provided in Section 16 hereof or in accordance with the provisions of the Act.

3.3. The ownership of each Unit and of the Unit Owner's corresponding Percentage of Ownership in the Common Elements shall not be separated. As long as the Property is subject to the provisions of the Act, the Common Elements shall, except as provided in Neb. Rev. Stat. §76-871(h), remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between Co-Unit Owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. Notwithstanding the above, no Unit may be partitioned or subdivided without the prior approval of at least the holder of any first mortgage or deed of trust lien on such Unit.

4. EASEMENTS.

4.1. Easement to Unit Owners. Except as to the use of any Unit or Limited Common Elements that are assigned and allocated exclusively to any other Unit or Units, perpetual easements are hereby established for all Unit Owners, their families, guests, invitees, and other authorized occupants and visitors of each Unit Owner for the use and enjoyment of all Common Elements, subject to such rules and regulations as may from time to time be established by the Association herein provided. Except for the rights of the Declarant herein, no Owner of a Unit shall have any right to access, occupy or use any Limited Common Elements exclusively assigned and allocated to any other Unit(s).

4.2. Utility Easements. Easements as shown on the Plat and Plans or as may be hereafter established by the Association are established and dedicated for sewers, electricity, television, water, gas, internet, telephone, irrigation and all other utility purposes, including the right to install, lay, construct, renew, alter, remove, operate, maintain, clean, repair and replace conduits, cables, pipes, wires, transformers, switching apparatus, water mains and pipes, sewer lines, drainage pipes and conduits, television wire and equipment, telephone wire and equipment, and electrical wires and conduits, over, under, along and across any portion of the Common Elements. Each Unit Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all Unit Owners, such instruments as may be necessary to effectuate the foregoing.

4.3. Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association provided herein, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration. Should it be necessary to enter any Unit to repair a Common Element or Limited Common Element, the employees, agents, contractors, subcontractors, or workmen shall be entitled to entrance during reasonable hours with 24 hours prior notice, unless it is reasonably believed by the Board that an emergency exists which requires such entrance without advanced notice, by exhibiting to the Owner or any person or persons occupying such Unit under authority of such Owner, an order signed by any member of the Board or signed by the Managing Agent.

4.4. Granting of Easements. The Association, acting through the Board, shall have the power to grant rights and restrictions, in the Common Elements or Limited Common Elements, such as the rights to grant utility easements, licenses, or similar rights, including easements for cable television, under, through or over Common Elements or Limited Common Elements, as may be reasonably necessary to or desirable for the ongoing development or operation of the Condominium.

4.5. Easements in Units. To the extent that any utility line, pipe, wire or conduit serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Unit(s) shall be burdened with and hereby is reserved and created an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to run to the benefit of the Unit or Units served by the same.

4.6. Easement for Improvements. Declarant shall have and does hereby reserve a transferable easement on and over the Common Elements for the purpose of making improvements contemplated by this Declaration on the Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

4.7. Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee, or other person having an interest in any portion of the Property herein described, whether or not such easements are maintained or describe in any deed of conveyance.

4.8. Restoration of the Condominium. The benefited party of any easement granted hereunder shall have the duty and obligation to repair and restore the servient portion of the Condominium to the condition which existed prior to the exercise of such easement rights.

5. COVENANTS; RESTRICTIONS.

5.1. Encroachments. In the event that, by reason of construction, settlement or shifting of any building or structure, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit it shall be necessary to a Unit Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of an unoccupied space within the Property and adjoining his or her Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided however, that in no event shall a valid easement for an encroachment be created in favor of any Unit Owner or in favor of the owners of the Common Elements if such encroachment occurred because of the willful conduct of said Unit owner or the Owners of the Common Elements, as the case may be. In the event any structure is partially or totally destroyed and then rebuilt, minor encroachments of part of the Common Elements because of construction shall be permitted and valid easements for said encroachment and the maintenance thereof shall exist.

5.2 Restrictions.

a. The Units (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to single-family residential use including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage requirements. No more than two persons who are not related by birth or marriage shall reside in any one bedroom Unit and no more than three persons who are not related by birth or marriage shall reside in any two bedroom Unit; provided, however, one additional adult or two additional minor children, who are in the immediate family of one of the Unit's occupants, may reside in a Unit on a temporary basis (for purposes of this section, "temporary basis" shall mean no more than three consecutive months). Within thirty (30) days of a Unit becoming owned by other than a natural person, the Unit Owner shall notify the Board in writing of the name of the person or persons (subject to the limitation provided herein) designated by such owner to occupy its Unit. The non-individual owner may change any such designee from time to time by similar written notice to the Board. One such designee occupying the Unit must be a bona fide officer, director, stockholder, partner, manager, or employee of such owner, or, if such owner is a trust, the trustee or beneficiary of such trust.

b. No Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Units are to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere on the Common Elements or outside his or her Unit other than on such parts of the Common Elements and in such a manner as may be

designated for such purpose by the Board. The Association shall have the right to subscribe to a trash service for the use and benefit of the Association and all Owners; and to adopt and promulgate rules and regulation regarding garbage, trash, trash containers and collection. No incinerators shall be kept or maintained in any Unit. All rubbish, trash, and garbage shall be regularly removed from each Unit and shall not be allowed to accumulate therein.

c. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the Property without the prior written permission of the Board.

d. Except for a single standard placard indicating the Unit address on the door to his Unit, no owner of any Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained prior written permission of the Board. Notwithstanding the foregoing, Unit Owners may display, without obtaining the Board's prior written consent, one (1) "For Sale" or "For Rent" sign, or one (1) political sign, on or in his Unit or any Limited Common Element; provided, however, such sign may not be larger than 4 square feet in size and no political sign may be displayed earlier than thirty (30) days prior to the relevant election and such political sign must be removed within two (2) days following the conclusion of such election. This provision is not intended to prevent the Board from maintaining on the Common Elements a register of Unit occupants, or owners, or both.

e. No pets or other nonhuman animals shall be raised, bred or kept in any Unit or in the Common Elements; except that, each Unit Owner may keep one (1) dog or one (1) cat in his or her Unit, provided that, such dog or cat must be equal to or less than twenty (20) pounds in weight.

f. The Board may from time to time promulgate reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then-current rules and regulations and any amendments thereto shall be furnished to all Unit owners by the Association promptly after the adoption of such rules and regulations and any amendments thereto.

g. The owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such Unit Owner.

h. The owner of a Unit shall be responsible for the cleanliness of any Limited Common Element adjacent to and serving such Unit, all at the expense of such Unit Owner.

i. A Unit Owner shall (i) make no penetrations to the walls or roof of his Unit, or (ii) make any modifications to a Unit that violate the relevant building codes. No improper or unlawful use shall be permitted on any part of the Condominium. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulation shall be a violation of this Declaration.

j. A Unit Owner, including but not limited to the Declarant, may sell or lease his Unit at any time and from time to time provided that: (i) all tenancies must be in writing and shall be for a term of not less than twelve (12) months; (ii) each tenant and lease shall be subject to and be bound by all of the covenants, restrictions and conditions set forth in the Condominium Documents; and (iii) the Unit Owner shall provide a copy of such lease to the Association no less than thirty (30) days prior to the proposed consummation of the lease.

k. No television antenna or radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Property, unless (i) contained entirely within the interior of a Unit and not visible from the outside of such Unit, or (ii) on the roof of the Building; provided, however, (a) any such installation on the roof of the building shall be approved in writing by the Board and performed by a contractor designated by the Association at the Unit Owner's expense, and (b) the visibility of such installation from the grounds of the Property shall be minimized as much as reasonably possible. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Unit, which may unreasonably interfere with the reception of television or radio signals within the Condominium; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for the operation of any master antenna, security, cable television, or other similar systems within the Condominium.

l. No vehicles shall be parked on the Common Elements or the Limited Common Elements, other than in authorized Parking Units within the Parking Garage or in the seven (7) parking spaces located on the North side of the Building. No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Property, shall be allowed to be performed on the Property. No vehicles shall be parked or stored on blocks or other such devices within the Parking Garage or any other portion of the Property. No vehicles shall be parked so as to obstruct the fire lanes, alleys or roadways as may exist within the Condominium or any public right-of-ways adjacent thereto. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle which is in violation of this Section, or which is placed on the Condominium Property in violation of the rules and regulations governing parking as may be adopted by the Board from time to time. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior (unless such vehicle is a Unit Owner's primary vehicle), shall be stored, allowed to remain, or parked in the Parking Garage or on any portion of the Condominium.

m. Should a Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing. Insurance claims or costs incurred by the Association, the Board or the Declarant for frozen pipe damage in an unheated Unit may be offset by a special assessment levied against the relevant Unit in an amount equal to the damage claim.

n. No Owner, lessee, occupant, or other person shall create a nuisance within the Condominium, or use any portion of the Condominium for any activity or purpose which is considered by the Board, in its sole and absolute discretion, to be objectionable due to sound,

odor, visual effect or physical impact and which in the opinion of the Board will disturb or tend to disturb other Owners or lessees in the Condominium, or which is deemed by the Board to constitute a nuisance. Included among the uses or activities prohibited because of their detrimental effect upon the general appearance, enjoyment and use of the Condominium are, without limiting the foregoing, the following: (1) any public or private nuisance, (2) any excessive vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect, (3) any lighting which is flashing or intermittent or is not focused downward or away from any Unit within the Condominium, unless otherwise approved by the Board in writing, (4) any air pollution, including without limitation any dust, dirt, mold, microbials or other environmental pollutants in excessive quantities, (5) any emission of excessive, noxious and/or offensive odors. No nuisance shall be permitted to exist or operate upon the Condominium and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Owner or occupants of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices except security or other emergency devices used exclusively for security or emergency purposes shall be located, used or place on or in the Condominium.

o. Notwithstanding anything contained in this Declaration to the contrary, Declarant may at any time sell or lease a Unit upon terms satisfactory to Declarant, without providing notice to the Association; provided that, any such sale or lease is otherwise made subject to the terms of this Declaration.

5.3. Enforcement. This Declaration, including all restrictions set forth herein, and the rules and regulations may be enforced by injunctive relief, specific performance or the imposition of reasonable monetary fines as provided in the "Act" and suspension of use and voting privileges. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. In addition to the foregoing, if any person shall fail to maintain his or her Unit in a reasonably safe and sanitary condition, the Association may, at the Board's option, and after ten (10) days written notice to the Unit Owner, perform any clean-up, repair and/or replacement to cure any such condition, and all cost and expenses reasonably incurred by the Association, plus interest thereon at the rate of sixteen (16) percent per annum, shall be reimbursed to the Association by such Unit Owner within thirty (30) days after work has been completed. The Association may levy a special assessment against any such Unit, which may be enforced in accordance with Section 6, below.

6. ASSOCIATION ASSESSMENTS, DUTIES AND RIGHTS.

6.1. Assessments.

a. All Unit Owner's shall be obligated to pay the estimated assessments imposed by the Board to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Unit Owner's in accordance with the Owner's share in the Common Elements and Limited Common Elements as set forth in Section 3 of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due

in advance of the first day of each calendar month or less frequently as may be determined by the Board.

b. Each Unit Owner's obligation of payment of assessments shall begin on the first day of the month in which the closing of the purchase of the Condominium Unit occurs. Each Unit Owner shall pay two (2) months of assessments in advance on the date the closing of the relevant Unit occurs as a reserve for the Association in addition to the next months assessment (or the prorated assessment as the case may be). On any subsequent sale of a Unit, the Unit Owner may be reimbursed the two (2) month reserve advance from its Purchaser. In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

c. Assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of the Association shall from time to time determine and is to be paid by all of the Unit Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements and those Limited Common Elements which are the responsibility of the Association, and the Property and Improvements owned thereby, which sum may include, but shall not be limited to: management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and the Bylaws; taxes and special assessments (until separately assessed); taxes and special assessments allocable to the Common Elements, if any; snow removal; road and sidewalk repair; premiums for insurance maintained by the Association; landscaping and care of grounds; common lighting and heating; repairs, renovation and maintenance charges not charged directly to any Unit Owners; trash and garbage collections; wages; common water and sewer charges; legal and accounting fees; the unpaid portion of any assessment against a Unit that is acquired pursuant to mortgage foreclosure, or by deed (or assignment) in lieu of foreclosure, and not required to be paid by such acquirer; deficits remaining from any prior assessment period; the cost of fidelity bonds, as required by law; sums for the creation of reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements or Limited Common Elements which are the responsibility of the Association.

d. Pursuant to the provisions of the Declaration and Bylaws, the Board may levy such assessments for the purpose of defraying the cost of repair or reconstruction of the Improvements in the event of their damage.

e. Special Assessments.

(1) Levied Upon All Units in Proportionate Amounts. The Board, in its sole discretion, may levy special assessments at such other and additional times as in its judgment are required for: (i) maintenance, repair, and restoration of Common Elements, and operation of the Condominium; (ii) alterations, improvements, and additions to the Common Elements; provided, however, that any such special assessment involving the expenditure of more than Twelve Thousand and 00/100 Dollars ($12,000) shall be first approved by the voting Unit Owners of the Association representing at least sixty-seven (67%) of the total votes in the

Association, at a special meeting called for such purpose; and (iii) costs and expenses incurred in curing defaults of a Unit Owner. Such special assessments made pursuant to this Section shall be deemed levied upon notice thereof being given by the Board to the Unit Owners and shall be payable as determined by the Board and as set out in such notice.

(2) Levied Upon Less Than All the Units in Proportionate Amounts. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred. In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Common Expense liability. In addition, the Board may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements or an individual Unit for damage or destruction caused by the misconduct, negligence or infraction of the published rules and regulations of the Association by the Unit Owner or his guests or invitees.

f. The omission or failure to fix the assessment or deliver or mail a statement for any period of time shall not be deemed a waiver, modification or release of the Owners obligation to pay the same.

g. The Association shall have all of the powers of the Association enumerated in the Act. Without limiting the generality of the foregoing, the Board shall, pursuant to Section 76-873(c) of the Act, have the power and authority to assess any Common Expenses benefiting fewer than all of the Units exclusively against the Units benefited thereby.

h. Any common surplus shall be allocated to each Unit in accordance with its Percentage of Ownership, and shall be owned by the Unit Owner of that Unit and *credited* against that Unit's proportionate share of Common Expenses subsequently assessed. Unit Owners are entitled to the credit only and will not receive a cash refund of any common surplus.

i. Each fiscal year, beginning with the fiscal year beginning January 1, 2007, the Board shall prepare and adopt a budget for that fiscal year, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall not be less than fourteen (14 nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners reject the budget, the budget shall be ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such times as the Unit Owners ratify a subsequent budget proposed by the Board. Notwithstanding the foregoing, the first budget following the sale of the first Unit(s) shall be prepared and adopted by the Board or Declarant for the balance of the then fiscal year of the Association, and notice of the amount of the assessment against each Unit for such balance of the fiscal year shall be given by the Board or Declarant to each Unit Owner after the adoption of the assessment and shall be

deemed levied upon notice thereof given by the Board or Declarant, and shall be due as provided in this Section 6.

j. (1) After the budget is ratified by the Unit Owners, the Board shall give each Unit Owner notice of the assessment made against that Unit Owner's Unit based upon the ratified budget. The assessment shall be deemed levied upon the giving of such notice.

(2) No capital improvement over Twelve Thousand and 00/100 Dollars ($12,000.00) or increase in the annual assessment by the Board in any one year of over fifteen percent (15%) above the previous years assessment plus the amount of any increased real estate tax assessment may be made without the consent of at least sixty-seven (67%) percent of the Units.

k. The failure of the Board to prepare or delay in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the Unit Owners' obligation to pay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 6.1(j) each Unit Owner shall continue to pay the assessment previously levied by the Board, in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an assessment shall not in any way affect its validity or the obligation of Unit Owners to pay such assessment.

l. All assessments shall be set forth upon a roll of the Units, which shall be available in the office of the Association for inspection at all reasonable times by Unit Owners and Eligible Mortgage Holders, and their duly authorized representatives. Such roll shall include, for each Unit, the name and address of the Unit Owner, all assessments levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a Unit Owner, or his authorized agent, a statement setting forth the amount of unpaid assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding upon the Association and all Unit owners. For such statement a reasonable fee may be charged by the Board.

m. All rates, fees, charges, fines and penalties imposed by the Board against, or due from any Unit Owner may be collected and enforced as an assessment.

6.2. Owner's Personal Obligation for Payment of Expenses. The amount of the Common Expenses assessed by the Association against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt themselves from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the Property and Improvements owned by the Association or by abandonment of their Unit. The Board shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for payment thereof. The failure to make payment of any assessments or installment thereof related to any Unit before the tenth (10th) day after the due date shall constitute a default and such Unit Owner shall: (i) pay a late charge of five (5) percent on the outstanding balance; and (ii) all amounts that are delinquent shall bear interest from the due date at a rate equal to sixteen (16) percent per annum or the maximum interest rate allowed by law, whichever is less, and all

costs and expenses incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the assessment past due and the full assessment shall be a lien against such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien. If the amounts due remain delinquent for ninety (90) days, the Board shall provide the Unit Owner and each Eligible Mortgage Holder written notice that the assessment and all late fees and interest due pursuant to this Section, and all other assessments then a lien against that Unit, are declared to be immediately due and payable in full, with interest, and if such amounts are not paid in full within twenty (20) days of receiving said notice, then without further notice, the lien may be foreclosed by the Association in the manner provided by Neb. Rev. Stat. §76-874 of the Act. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, that has been delinquent the longest.

6.3. Association Lien for Non-Payment of Common Expenses.

a. Every assessment assessed by the Association but unpaid by the relevant Unit Owner shall constitute a lien upon such Unit superior to all other liens and encumbrances, except (i) a deed of trust for the purchase of a Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (ii) liens for real estate taxes and other governmental assessments or charges against the Unit; and (iii) all sums unpaid on an Eligible Mortgage Holder of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the member of the Board or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Such lien shall attach and be effective from the date of the assessment until all sums, with interest and other chares thereon, shall have been fully paid.

b. Such lien may be enforced by the foreclosure of the defaulting Owner's condominium Unit by the Association in accordance with the Act. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Unit being foreclosed shall be required to pay the Association the monthly assessments for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same. A recorded lien may be released by a Release of Lien signed by one of the members of the Association's Board or by one of the officers of the Association on behalf of the Association and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

c. Any Eligible Mortgage Holder holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such Eligible Mortgage Holder shall have a lien on such Unit

for the amount paid of the same rank as the lien of its mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. The Association shall report to the Eligible Mortgage Holder of a Condominium Unit any assessments remaining unpaid for longer than sixty (60) days after the same are due; provided, however, that a Eligible Mortgage Holder shall have furnished to the Association notice of its encumbrance.

d. When ownership of a Unit is transferred by foreclosure under the remedies provided in any first deed of trust, the lien of any unpaid assessments as to the Unit shall abate. The Unit and Unit Owner acquiring title under the remedies provided in a first deed of trust shall be subject only to the lien of assessments which become due after such transfer of title. Nothing in this paragraph shall be construed as a waiver or release of the obligation of the former owner to pay the delinquent assessments.

6.4. Determination of Unpaid Common Expenses.

a. A Unit Owner and their Eligible Mortgage Holder of record, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board and upon payment of a reasonable fee, shall be furnished a statement of account for the relevant Unit. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefore and any deficiencies in reserve accounts such statement shall be conclusive upon the Association in favor of all person who reasonably rely therein in good faith. Unless such request shall be complied with within twenty (20) days after receipt of such written request, all unpaid Common Expenses which become due prior to the date of such request will be subordinate to the rights of the lender or individual requesting such statement.

b. The provisions set forth in this Section shall not apply to the initial sales and conveyances of the Units made by Declarant, and such sales shall be free from all unpaid Common Expenses to date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

6.5. Priorities of Association Lien for Common Expenses. The Owner of a Unit may create junior deeds of trust or mortgages (junior) to the lien, or other encumbrances of an Eligible Mortgage or other liens or encumbrances of the relevant Unit; provided, that, any such junior deed of trust, mortgage, lien or encumbrance will always be subordinate to the prior and paramount lien of the Association for Common Expenses, and subject to all of the terms, conditions, covenants, restrictions, uses, limitation and obligations under this Declaration and the Bylaws, and, provided, further, that the holder of any such junior encumbrance shall release its security interest in any Unit for the purposes of restoring any Improvements upon the encumbered Unit and all of the Unit Owner's rights, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

7. BOARD OF DIRECTORS; OPERATIONAL AND ARCHITECTURAL CONTROL.

7.1. Powers, Duties and Responsibilities. The Declarant, during the Period of Declarant Control, and the Board thereafter shall have the following power, duties and responsibilities with respect to the Common Elements, Limited Common Elements and Units:

a. all of the powers and authority conferred upon it by this Declaration, the Articles and the Bylaws and which are available pursuant to the Act;

b. to hire and retain services of engineers or other consultants and professionals as they deem necessary to perform their duties hereunder;

c. to perform the functions required of it by this Declaration;

d. to consider and act upon all Applications and the plans, specifications and other documents submitted to it pursuant to Section 8, below, with respect to decisions relating to the Units, the exterior appearance of the Condominium and adjacent public right-of-ways, which shall include, but not be limited to, decisions as to color schemes and materials relating to the balconies, railings and window frames.

e. to adopt Development Guidelines;

f. to make and to enforce reasonable rules and regulations governing the use of the Units and related Limited Common Elements thereto including but not limited to the use of the Parking Units and the Parking Garage;

g. to review and approve or reject the relocation of the boundaries of any Unit or further subdivide or combine any one or more of the Units;

h. to perform all other duties delegated to and imposed upon it by this Declaration and the Bylaws;

i. to make and enforce reasonable rules and regulations governing the use of the Common Elements; and

j. to make and enforce reasonable rules and regulations relating to the use and occupancy.

7.2. Meetings. The Board shall meet as often as it, in its sole discretion, shall deem necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Board shall constitute an act by the Board. The Board shall keep written records of all actions taken by it.

7.3. Development Guidelines. In addition to any architectural and development standards set forth herein, the Declarant, during the Period of Declarant Control, and thereafter the Board, may, from time to time, and in their reasonable discretion, draft, propose, adopt and amend their respective Development Guidelines. Such Development Guidelines, and any

amendments thereto, shall supplement, interpret and implement the provisions hereof by setting forth: (a) the standards and procedures for review, and (b) guidelines for Improvements which shall include, but not be limited to, guidelines for architectural design of Improvements, floor plans, landscape plans, color schemes, exterior lighting, finishes and materials for use in each portion of the Condominium. The Development Guidelines shall initially be adopted by the Declarant. After the expiration of the Period of Declarant Control, any amendment to the Development Guidelines must be approved by a majority vote of the Unit Owners with respect to any Development Guidelines.

8. ARCHITECTURAL REVIEW AND REGULATION OF IMPROVEMENTS

8.1. Approval of Plans.

a. Approval Required. Except for any Improvements constructed and installed by Declarant, no Improvement shall be constructed, erected, placed, expanded, added to, maintained or permitted to remain within the Condominium (excluding the interior of any Unit, except to the extent that such Improvement effects (i) the plumbing system in the Unit other than the ordinary replacement and general maintenance of the plumbing system within such Unit, (ii) the structural integrity of the building, or (iii) a demising wall (the wall separating two Units), and, except as otherwise provided herein, no alterations or other work which alters the exterior appearance of any Unit, Limited Common Element or Common Element, until the plans and specifications and other documentation as may be required by Development guidelines for said Improvements and alterations, which may include without limitation floor plans, materials, colors, exterior lighting and any other information needed to accurately describe the exterior appearance or functional characteristics of said Improvements (the "Application"), have been submitted to and approved in writing by the applicable Board. Three sets of the Application shall be filed with the Board.

b. Filing Fee. As a means of defraying its expenses, the Board may institute and require a reasonable filing fee to accompany the Application for each building or other construction project submitted. If resubmission of any Application is necessary, the Board may require an addition filing fee.

c. Governmental Regulations and Approval. All Applications for Improvements submitted to the Declarant or Board hereunder (and any Improvements which approval by the Board or Declarant is not required) shall comply with any and all laws, rules, regulations or ordinances applicable to the Property which have been promulgated by any local, state, federal or other governmental agency or authority. Without limiting the generality of the foregoing, any Unit Owner planning to have Improvements performed on the Property, is responsible for obtaining any and all necessary permits for such work. Filing of an Application does not satisfy such permitting obligations.

d. Basis for Approval. The Declarant or the Board, as the case may be, shall have the right to disapprove the Application submitted to it, whether a preliminary or final submittal, if any part of it is:

(i) not in accordance with this Declaration or the Development Guidelines or the Plat and Plans;

(ii) incomplete;

(iii) not in compliance with relevant approval requirements or regulations of local, state, federal or other governmental agencies;

(iv) deemed by the Declarant or the Board to be contrary to the best interests of the Condominium or the Owners; or

(v) incompatible with the architectural style, quality or aesthetics of existing Improvements or development plans for proposed Improvements, based in part on the criteria set forth in subsections (w) through (z) below in this Subsection 8.1(d).

Neither the Declarant, during the Period of Declarant Control, nor the board thereafter, shall unreasonably withhold its approval of an application submitted to it. In this connection, the Declarant or the Board, as the case may be, may also base its approval or disapproval on criteria which may include, but are not limited to, the following: (w) conformity and harmony of external design with neighboring structures; (x) effect of location of proposed Improvements on the other Units within Condominium; (y) adequacy of screening of trash facilities, storage areas, mechanical and heating and air-conditioning facilities and rooftop installations, if any; and (z) conformity of the Application to the purpose and general plan and intent of this Declaration. The decision of the Board shall be final.

e. Time for Decision. The Declarant or Board, as the case may be, shall approve or disapprove each Application, whether a preliminary or final submittal, within thirty (30) days from the receipt thereof. If the Declarant or the Board, fails to provide the applicant with a response within the thirty (30) day review period, then it shall be deemed that the Declarant or Board has approved the Application. At least one set of the Application shall, with the approval or disapproval endorsed thereon, be returned to the submitting person and one set shall be retained by the Board for its permanent files. Notwithstanding Section 8.1(a), no Application or Notice shall be deemed filed with the Board until it is actually received by at least one member of the Board by certified mail (return receipt requested).

f. Time for Commencing and Completion of Work. Upon receipt of approval from the Declarant or the Board pursuant to this Section and upon receipt of approvals from the City, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction, refinishing, improvements and alterations. In all cases, work shall be commenced within six (6) months of the date of such approval, or the approval given or deemed given pursuant to this Section shall be deemed revoked unless the Declarant or the Board, upon request made prior to the expiration of said 6-month period, extends the time for commencing work by written notice to the Owner, which may be withheld or conditioned in the Declarant's or Board's discretion. All construction, refinishing, improvements and alterations approved under this Section shall be undertaken and pursued diligently to completion, but in any event shall be completed within twelve (12) months of commencement of such work. Failure to comply with this Subsection

shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth herein or any other remedies by law or in equity.

g. Disclaimer of Liability of Declarant and Board. Neither Declarant nor the Board nor any member thereof, nor any agents, officers or employees of Declarant or the Board, shall be liable in any way for any damage, loss or prejudice suffered or claimed by an Owner, or any other Person who submits an Application. Any person or entity who submits an Application shall forever defend, indemnify and hold the Declarant, the Board, the members thereof, and the employees, officers and agents of each, harmless from all damage, loss or liability (including reasonable attorneys' fees) suffered or claimed by any party on account of (i) any defects in any plans, drawings, specifications or other documentation; (ii) the approval or disapproval of any Application, whether or not defective; or (iii) the construction or performance of any work, whether or not pursuant to an approved Application. In no event shall an approval by the Declarant or the Board of an Application, or any written or oral statements made by the board or any officer or employee of the Association, Declarant or any employee or officer or agent of Declarant, be deemed to constitute in any way any representations or warranties of any kind, express or implied, with regard to the Application and any plans, drawings, specifications or other documentation constituting a part of the Application, including without limitation representations or warranties regarding compliance with zoning, subdivision and land use laws, or compliance with any other applicable codes, regulations and laws, or with regard to fitness for a particular purpose. Without limiting the generality of the foregoing, neither the Declarant nor the Board shall take on any liability pursuant to their review, approval or rejection of an Application.

h. Presumption of Compliance. The foregoing notwithstanding, after the expiration of one (1) year from the date the Declarant or the Board, as the case may be, receives from an Owner either (i) a copy of the certificate of occupancy issued by the applicable governmental authority for any Improvement, or (ii) after an Improvement has been completed by an Owner and said Owner has delivered a valid notice of completion with respect to such Improvement to the Declarant or the Board, then said Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with the provisions of this Section unless a notice of non-compliance or non-completion with respect thereto has been executed by Declarant or the Board and recorded in the office of the Register of Deeds of Douglas County, Nebraska or unless legal proceedings shall have been instituted to enforce compliance or completion with respect to said Improvement.

i. No Assignment of an Approved Application. Any approvals given pursuant to this Section shall be personal to the Owner submitting the Application and cannot be assigned or transferred by such Unit Owner without the prior written consent of the Declarant or the Board, which shall not be unreasonably withheld.

8.2. Maintenance and Orderliness of Areas of Construction. All construction activities of any kind on any portion of the Property shall be governed by the provisions of this Subsection and corresponding provisions in the Development Guidelines. All construction activities shall be carried out in an orderly and timely manner and all partially completed Improvements shall be kept in an orderly condition during construction. Contractors performing work on the Property shall use reasonable precautions to minimize the spread of dust throughout

other parts of the Condominium, but in any event shall control their work areas at all times in a manner consistent with the Development Guidelines. If trucks entering and leaving the Property deposit mud or dust on any streets, parking lots or walkways, the Owner of the Unit for whose benefit the construction is being performed shall be responsible for maintaining, or causing to be maintained, the streets and walkways in a clean condition on a daily basis. If the provisions hereof conflict with the provisions of the Development Guidelines with respect to construction activities, the more restrictive provision(s) shall govern. Any repairs or replacements of the Common Elements, including any Limited Common Elements, necessitated by a Unit Owner's construction shall be performed by a contractor approved by the Declarant or the Board having authority thereof, at the cost of such Unit Owner.

9. ASSOCIATION OF UNIT OWNERS; DECLARANT CONTROL.

9.1. The Association (which has been formed prior to the recording hereof or will be formed prior to the date on which the first Unit is conveyed by the Declarant) shall be the governing body for all of the Unit Owners for the administration and operation of the Building, Condominium and Property as provided in the Act, in this Declaration and the Bylaws.

9.2. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Unit Owners in accordance with the provisions of this Declaration, the Bylaws, and the Act.

9.3. Each Unit Owner shall be a member of the Association so long as that individual shall be a Unit Owner, and such membership shall automatically terminate when that individual ceases to be a Unit Owner, and upon the transfer of the Unit Owner's ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein.

9.4. On matters that come before the Association, each owner will have one vote for each Unit owned. Accordingly, the aggregate number of votes for all members of the Association shall total twelve (12). Each Unit is allocated a vote equal in weight to each other Unit.

9.5. Subject to the provisions of Section 9.6 hereof, the Declarant, or a person designated by it, during the Period of Declarant Control, may exercise its Special Declarant Rights, which include, without limitation, the right to appoint and remove all of the officers and members of the Board of the Association. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period of Declarant Control, provided Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

9.6. As provided in the Act, not later than sixty (60) days after conveyance to Unit Owners, other than the Declarant, of twenty-five percent (25%) of the total number of Units

which may be created pursuant to Section 2.1 hereof, at least one member and not less than twenty-five percent (25%) of the members of the Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance to Unit Owners, other than the Declarant, of fifty percent (50%) of the Units which may be created pursuant to Section 2.1 hereof, not less than thirty-three and one third percent (33-1/3%) of the members of the Board shall be elected by Unit Owners other than the Declarant.

10. MORTGAGES.

10.1. Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right: (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not, or how, to repair or restore damage to or destruction of the Property; (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent, either of a distribution of such proceeds to Unit Owners pursuant to Section 76-871 of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the Owner of the Unit encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. Nothing contained in this Section 10.1 hereinabove or elsewhere in the Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee or a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

10.2. No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage is delivered to the Board by someone other than a currently approved Eligible Mortgage Holder, the Board shall promptly notify the proposed mortgagee whether such mortgagee has been approved by the Board as a Eligible Mortgage Holder.

10.3. Eligible Mortgage Holders.

a. When a mortgage is delivered to a Eligible Mortgage Holder or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board. Upon receipt of such copy of a mortgage or other lien, the Secretary of the Board shall instruct the insurer of the Property to add the name of the Eligible Mortgage Holder to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such

Eligible Mortgage Holder with a Certificate of insurance showing that the Eligible Mortgage Holder's name has bee so added.

b. The Secretary shall maintain a register of Eligible Mortgage Holders showing the names and addresses of the Eligible Mortgage Holder, the amount secured by each Eligible Mortgage Holder, and whether such amount secured is a first mortgage.

10.4. Rights of Eligible Mortgage Holders.

a. Upon specific written request of an Eligible Mortgage Holder on a Unit or its servicer, to the Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

i. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Board to the Owner of the Unit covered by the mortgage;

ii. Any audited or unaudited financial statements of the board which are prepared for the Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to obtain an audited statement at its own expense, if one is not otherwise available;

iii. Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

iv. Notice of substantial damage to or destruction of any Unit (in excess of ($5,000) or any part of the Common Elements ($10,000);

v. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

vi. Notice of any default of the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner after the giving of notice by the Association to the Unit Owner of the existence of the default within any applicable cure period;

vii. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association

viii. Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgage Holder's mortgage; or

ix. such other financial data as such Eligible Mortgage Holder shall reasonably request.

b. The request of a Eligible Mortgage Holder or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notice

or document shall be sent by the Board. The Board need not inquire into the validity of any request made hereunder by a Eligible Mortgage Holder. The Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.4.

c. Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board.

d. Any Eligible Mortgage Holder shall have the right, exercisable upon written request to the board, to examine the books and records of the Association at a time and location reasonably acceptable to the Board.

10.5. Each holder of a first mortgage or deed of trust on a Unit who comes into possession of the Unit by virtue of foreclosure of such mortgage or deed of trust, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder or purchaser comes into possession of the Unit if such holder's mortgage or deed of trust, or the mortgage or deed of trust so foreclosed, was properly recorded prior to the date of the recording of the notice of delinquency with respect to such assessments.

11. UTILITIES.

11.1. Each Unit Owner shall pay for the Unit Owner's own telephone, cable, electricity, gas, cable television and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed, including, but not limited to water, shall be treated as part of the Common Expenses.

12. INSURANCE.

12.1. Commencing not later than the date of conveyance of the first Unit to a Person other than the Declarant, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

a. Property insurance on the Common Elements, Limited Common elements and Units, exclusive of any improvements and betterments installed in Units by the Owners thereof, and other than the original improvements and betterments installed or constructed within any Unit by the Declarant (which shall be covered by the Association's insurance), insuring against fire and such other hazards as the Association may reasonably deem advisable in an amount equal to the insurable replacement value of the Common Elements, Limited Common Elements and Units, as determined by the Board of Directors; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy. Such insurance shall provide protection against loss or damage by fire and other perils which are

customarily covered with respect to projects similar in construction, location and use as the Property, including all perils normally covered by the standard "all risk" endorsement.

b. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than Two Million Dollars ($2,000,000) per injury or injuries, including death, arising out of a single occurrence, and Fifty Thousand dollars ($50,000) property damage; or, in the alternative, a liability policy affording coverage for bodily injury and property damage with a combined single limit in an amount not less than Two Million dollars ($2,000,000). The policy or policies shall cover the Association, the Association's Board of Directors and the officers of the Association, committee members, all agents and employees of the Association and all Owners and other Person entitled to occupy any Unit or other portion of the Condominium Unit for occurrences commonly insured against, arising out or in connection with the use, ownership or maintenance of the Common Elements, Limited Common elements, or other portion of the Condominium which the Association has the responsibility to maintain and shall also include hire automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the owner.

c. Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

d. The Association shall also purchase blanket fidelity insurance coverage for anyone who either handles (or is responsible for) funds that it holds or administers, whether or not that individual receives compensation for such services. The total amount of fidelity bond coverage shall not be less than the estimated maximum of funds including reserve funds, in the custody of the Association or the Managing Agent at any given time during the term of the bond(s); provided, however, that in no event shall the aggregate amount of such bond(s) be less than a sum equal to three months' aggregate assessments on all Units plus any reserve funds held by the Association. Such fidelity bond(s) shall also meet the following requirements: (i) it shall name the Association as an obligee; (ii) it shall contain waivers by the issuers of the bond of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions; (iii) the premiums on the bond (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a Common Expense; and (iv) the bond shall provide that it may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and to each holder of a first mortgage or deed of trust which is listed as a scheduled holder of a first mortgage or deed of trust in the bond.

e. The insurance policies purchased by the Association, to the extent reasonably available, shall contain the following provisions:

i. Each Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common elements and Limited Common elements, or their membership in the Association.

ii. There shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to the Owners and member of their household. Each party hereby waives, releases and discharges any right of subrogation against the other for any loss arising out of damage to or destruction of all or any portion of the Property or contents thereof when such loss is caused by any perils covered under either party's insurance provisions.

iii. No act or omission by any Owner, unless acting within the scope of their authority on behalf of the Association, shall void the policy or be a condition to receiver on the policy.

iv. The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased separately by Owners or their mortgagees or beneficiaries under deeds of trust.

v. A "severability of interest" endorsement which shall preclude the insurer from denying the claim on an Owner because of the negligent acts of the Association or other Owners.

vi. Statement of the name of the insured as The Dundee Place Condominiums Association, Inc., for the use and benefit of the individual Owners (designated by name if required by the insurer).

vii. For policies of hazard insurance a standard mortgagee clause providing that the insurance carrier shall notify the Eligible Mortgage Holder named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.

It shall be the duty of the Board at least annually to conduct an insurance review to determine if the policy enforced is adequate to meet the need of the Association and to satisfy the requirement of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed, by the Board's Managing Agent requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association as set forth herein and satisfies the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such improvements, or betterments or personal property within the Unit as its own expense. Each policy may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost.

12.2. Certificate of Insurance. An insurer that has issued an insurance policy under this Section 12 shall issue certificates or a memorandum of insurance to the Association, upon request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Section may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Eligible Mortgage Holder who is listed as a scheduled holder of an Eligible Mortgage in the insurance policy.

12.3. Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

12.4. Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Section 12 shall not prevent an Owner from obtaining insurance for their own benefit at their own expense covering their Unit, personal property and providing personal liability coverage.

12.5. Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interest may appear. Subject to the provisions set forth in Sections 12.6 and 12.7 herein, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements, Limited Common Elements and Units. Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of record after the Common Elements, Limited Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

12.6. Use of Insurance Proceeds. In the case of fire or any other casualty, the insurance proceeds, if sufficient to reconstruct any Improvements so damage or destroyed, shall be applied to such reconstruction. Reconstruction of the Improvements, as used herein, means restoring the insured Improvements to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

12.7. Procedure where Insurance Proceeds are Insufficient. In case of fire or other casualty, if the insurance proceeds are insufficient to reconstruct the Improvements and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Improvements within 180 days from the date of damage or destruction, the Association may record a notice setting forth such facts; and upon the recording of such notice (a) the Property shall be deemed to be owned as tenants-in-common by the Condominium Unit Owners, (b) the undivided interest in the Property owned in common of each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements, (c) any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the Property as provided herein; and (d) the Property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund, and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, but only after first paying out of the respective share of each Condominium Unit Owners, (to the extent sufficient for the purpose) all liens on the undivided interest in the Property owned by such Condominium Unit Owner.

12.8. Insurance Deductibles. If repairs or replacement work is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the Unit Owner or Unit Owners who would be responsible for such repair or replacement in the absence of insurance. If the loss affects more than one (1) Unit, or a Unit and Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

12.9. Additional Insurance. The Association may obtain, to the extent available, insurance to satisfy indemnification obligations of the Board, the Association and all Unit Owners, including, but not limited to, insurance coverage commonly referred to as "Directors and Officers Insurance."

13. MAINTENANCE OF CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS.

13.1. By the Owner. Except as provided in Section 13.2, below, each Owner shall have the obligation to maintain, keep attractive, keep in good repair, and replace (subject to applicable and available insurance proceeds) all portions of the Unit and any Limited Common Elements exclusively allocated to such Unit. Any maintenance, repair, replacement or upkeep required to be performed by an Owner hereunder shall be in conformance with the architectural standards as set forth by the Board. In explanation of the foregoing and not to be construed as a limitation, each Owner shall maintain, repair, and keep in good condition (subject to the Association's obligations hereinafter set forth), his or her Unit.

13.2. By the Association. The Association shall maintain, keep in good repair and upkeep, and replace (subject to available insurance proceeds), as a Common Expense assessed in accordance with this Declaration, all of the Condominium property not required to be maintained and kept in good order by a Unit Owner and as otherwise set forth in this Section. The Association shall, by way of explanation and not limitation, be responsible to maintain, keep attractive, keep in good repair and replace all of the Common Elements and those Limited Common Elements not exclusively allocated to one Unit; except that, the Association shall be responsible for the general maintenance of the Parking Units and the structural supports of the balconies. The Association shall, also, be responsible for the repair, upkeep and maintenance of all roofs, foundations, gutters, downspouts and siding in respect to Improvements containing the Units or otherwise. In the event the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, then, the Association shall give the Owner written notice of the repair, replacement or maintenance work needed and an estimated cost to accomplish such repair, replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of failure to pay, such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any Person or property: (i) caused by the elements or by any Unit Owner

or by any other person; (ii) resulting from any rain, water, snow or ice which may leak or flow from any portion of the Common Elements; or, (iii) caused by the leaking, failure or disrepair of any pipe, plumbing, drain, conduit, appliance, equipment or utility lines or facilities, the responsibility for the maintenance of which belongs to the Association.

In addition, the Association shall be responsible for the maintenance of sewer lines within the Units as extended from each Unit to the main sewer line connecting to on the Property.

13.3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge his or her obligations with regard to the maintenance, repair, upkeep or replacement of any items for which he or she is responsible hereunder, including, but not limited to, a failure to maintain, repair or replace a condition which may increase the possibility of fire or other loss or damage to the Condominium, then the Association shall provide the Unit Owner with written notice specifying the nature of the maintenance, repair or replacement (except no notice shall be required in an emergency situation in which case the Association may proceed immediately) and the estimated costs thereof with reasonable particularity. The Owner shall have fifteen (15) calendar days to complete any such repairs, maintenance or replacements; provided however, the Unit Owner shall have more than fifteen (15) days if such performance cannot reasonably be completed within fifteen (15) days and the Unit Owners is diligently pursuing the completion. In the event the Owner fails, neglect or refuses to repair, maintain or replace any such items within fifteen (15) days after the receipt of the notice, then the Association, through its Board, shall have the right to cause the repairs, maintenance or replacements to be made, and the Unit Owner shall, within thirty (30) days after the completion of such work, reimburse the Association. In the event any such repair or replacements are to the Common Elements, the Association shall complete such work, and the Unit Owner responsible for the need for such repairs, maintenance or replacements shall have thirty (30) days after demand is made to reimburse the Association. Any costs incurred by the Association under this Section shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against he Unit.

13.4. The authorized representatives of the Association, the Board, or of the manager or managing agent for the Property, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to (i) the Common Elements, (ii) the Limited Common Elements, or (iii) other equipment, facilities or fixtures affecting or serving the Units, the Common Elements or the Limited Common Elements.

13.5. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel as Common Expenses.

13.6. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association.

14. DECORATING.

14.1. Each Unit Owner shall furnish and be responsible for, at Unit Owner's own expense, all of the interior decorating within Unit Owner's own improvements from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The interior surfaces of all windows forming part of a perimeter wall of the Building shall be cleaned or washed at the expense of each respective Unit Owner. The covering of the interior surfaces of all windows located in any of the Units shall be with white 2" horizontal blinds on all windows and white 2" vertical blinds on all sliding glass doors. A Unit Owner may use additional coverings, whether by draperies, valences or other items, in the interior of their respective Unit; provided that, the required white 2" blinds shall remain visible on the exterior of the Unit's windows.

15. REMEDIES.

15.1 A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, this Declaration, the Bylaws, or the rules and regulations, as the same may be amended from time to time, by any Unit Owner or occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election for any action or cause of action to receive fines and penalties for such default or failure as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, or, if appropriate, by any one or more aggrieved Unit Owner, or both. Also, if any Unit Owner fails to perform any obligation under the Act, this Declaration, the Bylaws, or such rules and regulations, as the same may from time to time be amended, then the Association may, but is not obligated to, perform the same for the Unit Owner's, and for such purpose may enter upon his Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Unit owned by such defaulting Unit Owner.

15.2 In the event of any such default or failure, the Board shall promptly serve upon or mail to the defaulting Unit Owner, and each Eligible Mortgage Holder of that Unit, a written notice specifying the nature of the default, and cure thereof, and the time within which the cure shall be effected. The defaulting Unit Owner may cure the default within the time specified in the notice or may serve upon or mail notice to the Board requesting a hearing before the Board.

15.3 If a defaulting Unit Owner requests a hearing, the Board shall serve upon or furnish to the defaulting Unit Owner and each Eligible Mortgage Holder a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Board shall not exercise any remedies to obtain relief from the defaulting Unit Owner until the hearing is over and the Board has made its determination and served upon or mailed the same to the defaulting Unit Owner and each Eligible Mortgage Holder. Upon taking such evidence and hearing such testimony, the Board shall determine in writing, and at its sole option, to: (i) waive the default in whole or in part, (ii) extend the time within which the default may be cured, or (iii) levy a fine or penalty.

15.4 If the defaulting Unit Owner (i) does not cure the default or request a hearing within the time limit specified in the original notice of default, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board as a result of such hearing) within the extended time, if any, granted by the Board after the hearing, then the Board shall serve upon or mail to the defaulting Unit Owner and each Eligible Mortgage Holder a written notice of such Unit Owner's failure to effect the cure, and the Board may proceed to take such action as it deems necessary to obtain relief.

15.5 Upon an event of default, the Association and the Board shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, the Bylaws or the rules and regulations, or which may be available at law or in equity. Notwithstanding the foregoing, enforcement of assessment liens shall be governed by Section 6 hereof and not pursuant to this Section.

15.6 In the event a Unit Owner fails to effect the cure specified by the Board in the notice of default, within the time specified in such notice, where the default is a structure or condition existing in or on the premises of the Unit Owner's Unit, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the Unit Owner's Unit in which, on which, or as to which, such default exists, and summarily abate and remove, at the defaulting Unit Owner's expense (and levy an assessment therefor), the structure or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

15.7 In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court, with interest thereon at sixteen (16%) percent per annum or the maximum interest rate allowed by law, whichever is less, from the dates such costs are incurred until paid.

15.8 The failure of the Association or of any Unit Owner thereof to enforce any term, provision, rights, covenant, or condition that may be granted by the Act, this Declaration, the Bylaws, or the rules and regulations, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a Unit Owner or the Board to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

15.9. Notwithstanding anything to the contrary set forth in this Declaration, if a dispute arises between the Association or the Board and a Unit Owner and said dispute cannot be resolved through the hearing process provided for in this Section 15, then the dispute shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Unless the parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association under Commercial Mediation Rules. The parties shall share equally the cost of the mediator's fee and any filing fees. The mediation shall be held in a place mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event the

parties cannot reach an agreement in mediation, then either party may institute legal or equitable proceedings necessary to obtain relief.

16. AMENDMENT OF DECLARATION.

16.1. This Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent (given in accordance with the Bylaws) adopted or given by Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated in accordance with Section 9.4. hereof.

16.2. All amendments to this Declaration shall be prepared, executed, and certified on behalf of the Association by any officer or officers of the Association designated for that purpose in the amendment, or in the absence of designation, by the President of the Association. All such amendments shall be recorded in accordance with and as required by the Act.

16.3. Notwithstanding the foregoing provisions of this Section 16, the Declarant in its sole discretion reserves the right to subdivide or convert any Unit(s) into additional Units, Common Elements or both, so long as the Declarant owns the Unit(s) which is (are) to be subdivided or converted; provided, however, no such change shall increase the number of Units to a number greater than the maximum number set forth in Section 2.1 hereof without an amendment to this Declaration approved in accordance with the foregoing provisions of this Section 16. If the Declarant shall in its sole discretion subdivide or convert Units as provided in this Section 16.3, such addition or alterations shall be reflected in an amendment of this Declaration with amended Plat attached, reflecting such authorized addition or alteration of Units, and said amendment need only be executed and acknowledged by the Declarant and any holders of liens or mortgages encumbering the said altered or added Units. The Plat shall be certified in the manner required by the Act.

16.4. Notwithstanding the foregoing provisions of this Section 16, the Declaration may be amended without the vote and approval specified and required in Section 16.1 hereof as follows:

a. To relocate the boundaries between adjoining Units in accordance with Neb. Rev. Stat. §76-849 of the Act, and

b. To subdivide a Unit into two or more Units in accordance with Neb. Rev. Stat. §76-850 of the Act.

16.5. Notwithstanding anything set forth above, and except for amendments pursuant to Sections 16.3 and 16.4 hereof, the prior written approval of Eligible Mortgage Holders holding mortgages on Units which have an aggregate total ownership interest in the Common Elements of at least 51% of such interests which are subject to mortgages held by Eligible Mortgage Holders will be required for any Material Amendment to the Declaration, including, but not limited to, any amendment which would change the Percentage of Ownership

of the Unit Owners. Prior to any such Material Amendment to the Declaration all the Eligible Mortgage Holders holding mortgages on Units shall be given prompt written notice of the proposed amendment.

16.6. For purposes of this Section 16, a "Material Amendment" shall mean: Any material amendment to any provision of the Declaration or Bylaws, or the addition of any material provision thereto, including, but not limited to, any amendment or addition of material to any provision which establishes, provides for, governs or regulates any of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of Common Elements; (iv) insurance or fidelity bonds; (v) rights to use of Common Elements; (vi) responsibility for maintenance and repair of the Property; (vii) expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime; (viii) boundaries of any Unit; (ix) interests in the Common Elements or the Limited Common Elements; (x) convertibility of Units into Common Elements or of Common Elements into Units; (xi) leasing of Units; (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey such Unit Owner's Unit; (xiii) provisions which are for the express benefit of Eligible Mortgagees.

16.7. Amendments Allowed by Declarant Alone. Notwithstanding the foregoing or anything set forth herein to the contrary, the Declarant shall have the right acting alone and without the consent or approval of the Owners, the Association, the Board, any Eligible Mortgage Holders, Eligible Mortgage Holders or any other person at any time during the Period of Declarant Control to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, (ii) such amendment or supplement is made to implement expansion of the Property pursuant to Special Declarant Rights reserved herein, or (iii) such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Veteran's Administration, the Federal Housing Association, the Department of Housing & Urban Development, the Federal Home Loan Mortgage Corporation or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (iv) such amendment is necessary to correct clerical or typographical errors or to clarify Declarant's original intent, or (v) such amendment as may be necessary to implement any changes in the Condominium that is permitted to be made by Declarant under this Declaration.

17. NOTICES.

17.1. Any notice, demand, request, consent, approval or other communication provided for in the Act, Declaration or Bylaws, or desired to be given shall be in writing, and shall be addressed, as the case may be, to:

The Association: c/o Fountainhead Development, LLC
Attn: Troy Meyerson
809 N. 96th Street

Omaha, NE 68114

The Declarant: c/o Fountainhead Development, LLC
Attn: Troy Meyerson
809 N. 96th Street
Omaha, NE 68114

The Unit Owner: At the address of the Unit, or at such other address as is hereinafter provided.

17.2. Each of the Association and Declarant may designate a different address or addresses for notices to it, by giving written notice of such change of address to the other of the two of them and to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to that Unit Owner by giving written notice of his change of address to the Association and the Declarant.

17.3. Notices addressed as above shall be deemed delivered when mailed, postage prepaid, by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

18. SEVERABILITY; RIGHTS AND OBLIGATIONS.

18.1. If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

18.2. Each purchaser of a Unit and each grantee of Declarant, its successors and assigns, by the acceptance of a deed of conveyance, accepts the conveyed Property subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, the Act and the Bylaws and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest of estate in said Property, and shall inure to the benefit of such Condominium Unit Owner in like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

18.3. Each Unit Owner, by acceptance of a deed to any Unit from the Declarant or any other Unit Owner, shall be deemed to have accepted and agreed to be bound by and subject to each and all of the provisions of the Act and this Declaration and the Bylaws.

18.4. In the event of a conflict between the provisions of this Declaration and the Bylaws, this Declaration shall prevail except to the extent that this Declaration is inconsistent with the Act.

19. SPECIAL DECLARANT RIGHTS.

19.1. The Declarant may, in its sole discretion, exercise its Special Declarant Rights by: (i) maintaining a sales and management office on any Unit until all of its Units are sold. If the sales and management office is located in a Unit(s) designated on the Plat, said Unit(s) shall be a Unit(s) for the purposes of this Declaration; (ii) maintaining a model or display unit in any Unit until all of its Units are sold; (iii) relocating its sales and management office and model or display units to comparable space in any other Unit until all of its Units are sold; or (iv) maintaining signs on the Common Element advertising the Condominium until all of its Units are sold.

20. TERMINATION.

20.1. The Condominium may be terminated in the manner provided in Neb. Rev. Stat. §76-855 of the Act. However, if the termination of the Condominium is for reasons other than substantial destruction or condemnation of the Property the prior written approval of the Eligible Mortgage Holders holding mortgages on Units which have an aggregate total Percentage of Ownership of at least sixty-seven percent (67%) shall be obtained before termination is effective.

21. EMINENT DOMAIN.

21.1. If all or any part of the Property is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Association and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give notice of the existence of such proceeding to all Unit Owners and to each Eligible Mortgage holder. The expense of participation in such proceeding by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and any other persons as the Association in its discretion deems necessary or advisable to aid or advise in its matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, acting as Trustee, and such damages or awards shall be applied or paid as provided in this Section 21.

21.2. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, the Association shall have the sole authority to determine whether to defend any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Unit Owner in proportion to Unit Owner's percentage of ownership in the Common Elements. The Association may, if it deems advisable, call a meeting of the Association, at which meeting the Unit Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged.

21.3. If any one or more Units are taken, all damages and awards shall be paid by the Association to the accounts of the Unit Owners thereof, and if more than one Unit is so taken, such payment shall be in proportion to the Unit Owners' Percentage of Ownership in the Common Elements.

21.4. Any damages or awards provided in this Section to be paid to or for the account of any Unit Owner by the Association, acting as Trustee, subject to the provisions of any mortgage or deed of trust affecting such Owner's Unit, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgages or deeds of trust affecting such Unit; thirdly, the payment of any unpaid Common Expense assessments charged to or made against the Unit; and finally, to the Owner of such Unit.

22. ATTACHMENTS. The following are attached hereto and incorporated herein by this reference:

Attachment 1 -	Description of the Property
Attachment 2 -	Condominium Plat and Plans
Attachment 3 -	Percentages of Ownership

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its behalf and its corporate seal to be hereunto affixed.

Fountainhead Development, LLC

By: _____
Troy F. Meyerson, President

STATE OF NEBRASKA)
) SS.
COUNTY OF NEBRASKA)

On this 14th day of November, 2005 before me appeared Troy F. Meyerson to me personally known, who, being by me duly sworn, did say that he is the President of Fountainhead Development, LLC and acknowledged that he executed the foregoing instrument on behalf of such limited liability company as the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

_____
Notary Public

My commission expires:

10-29-07

GENERAL NOTARY - State of Nebraska
JENNIFER M. DESECK
My Comm. Exp. June 29, 2007

ATTACHMENT 1
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

Lots 1 & 2, Block 115, Dundee Place, a subdivision in Douglas County, Nebraska

ATTACHMENT 2
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

Condominium Plat and Plans

[See attached]

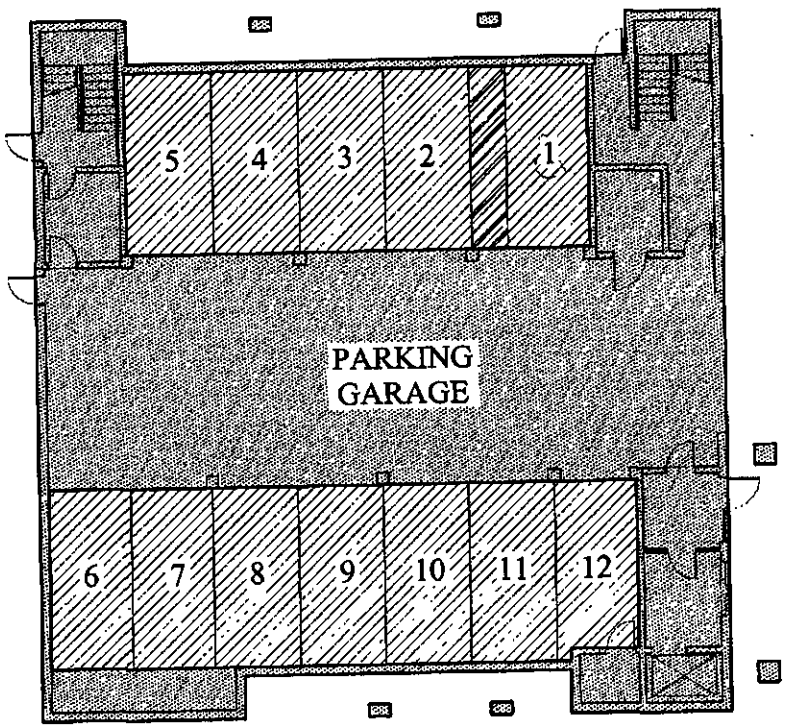
I HEREBY CERTIFY THAT THIS DRAWING WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

NEBRASKA REGISTERED LAND SURVEYOR DAVID H. NEEF 475

NOVEMBER 4, 2005
DATE

DAVID H. NEEF
NEBRASKA R.L.S. 475

NOTE:
THESE DRAWINGS ARE BASED ON CONSTRUCTION DRAWINGS, NOT ON AS-BUILT INFORMATION.



FIRST FLOOR

N

SCALE: 1" = 20'

LIMITED COMMON ELEMENT

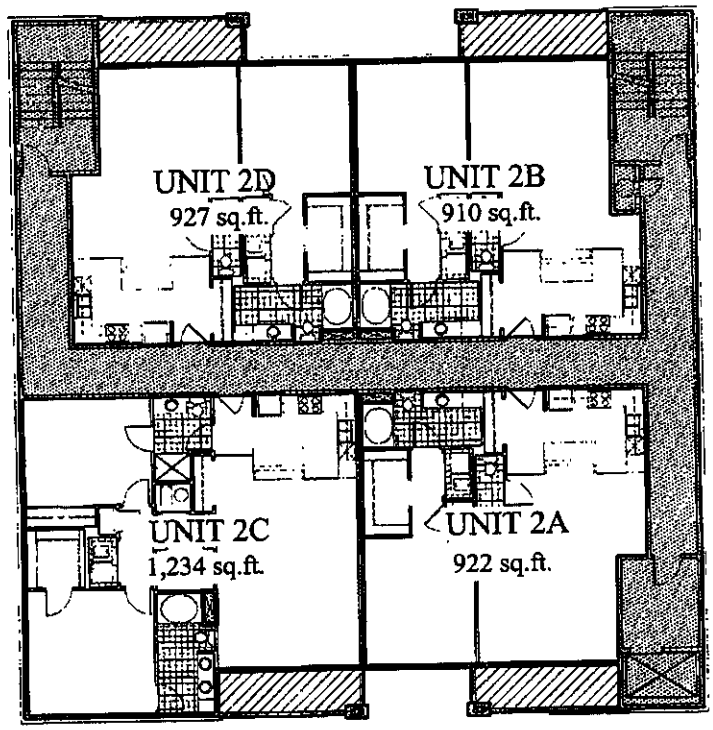
COMMON ELEMENT

SHEET 1 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



SECOND FLOOR

LIMITED COMMON ELEMENT

COMMON ELEMENT

N

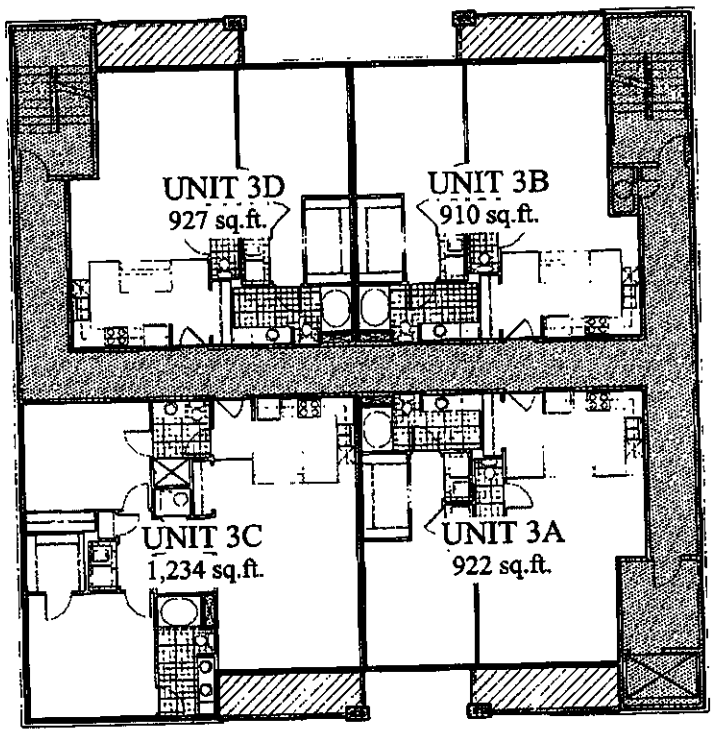
SCALE: 1" = 20'

SHEET 2 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



THIRD FLOOR

LIMITED COMMON ELEMENT

COMMON ELEMENT

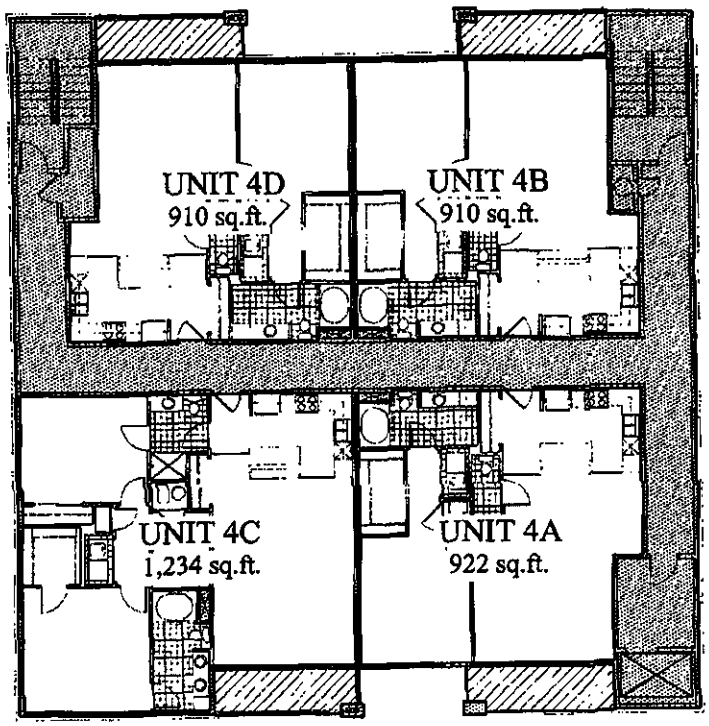
SCALE: 1" = 20'

SHEET 3 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



FOURTH FLOOR

LIMITED COMMON ELEMENT

COMMON ELEMENT

N

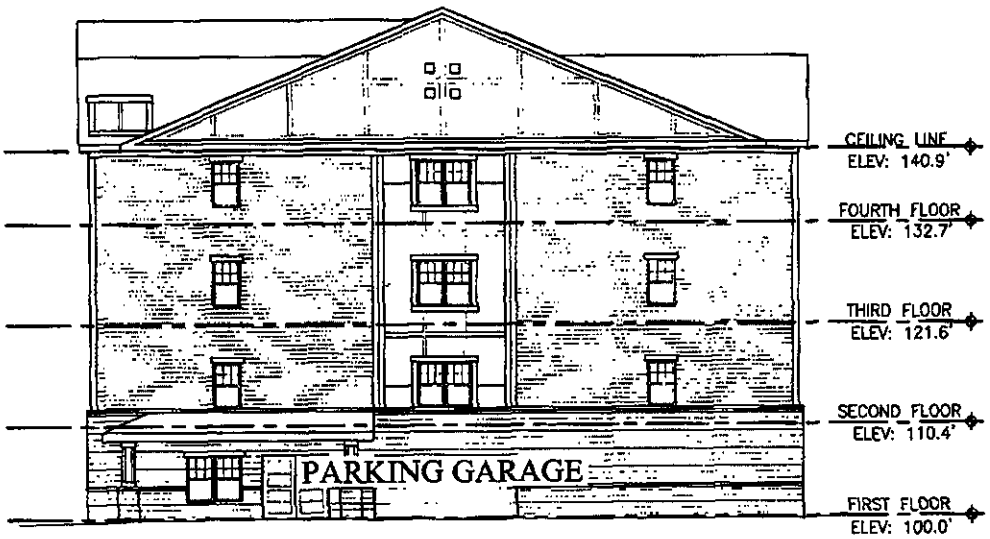
SCALE: 1" = 20'

SHEET 4 OF 6

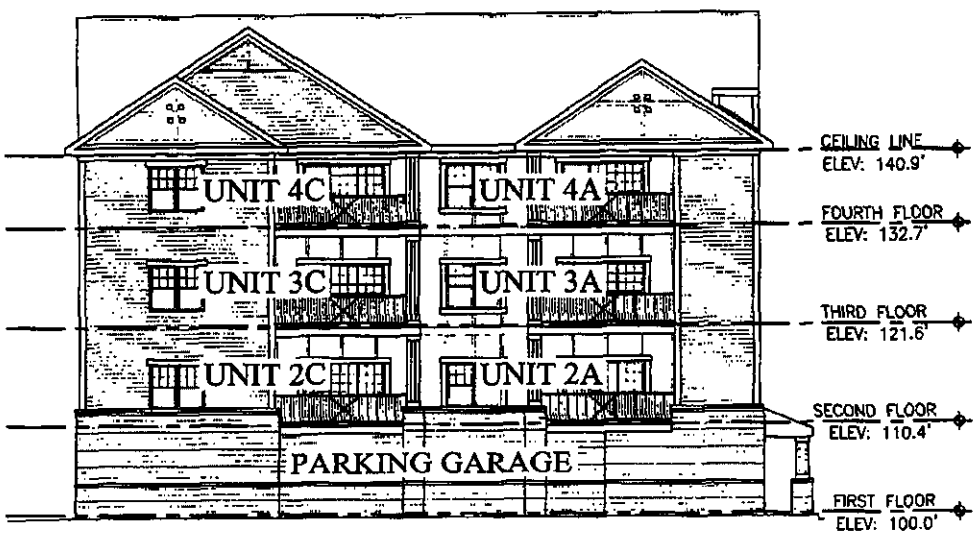
DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



NORTH ELEVATION

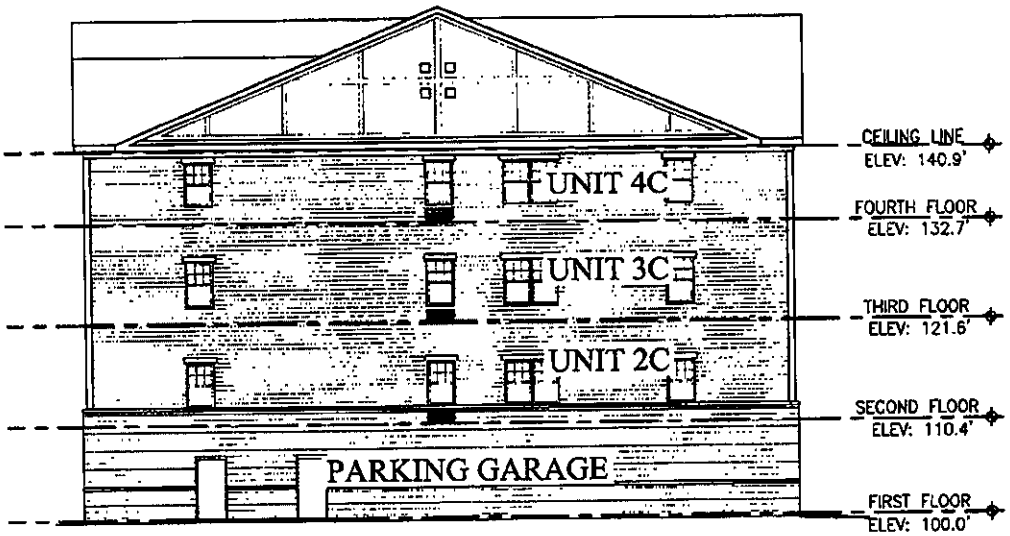


EAST ELEVATION

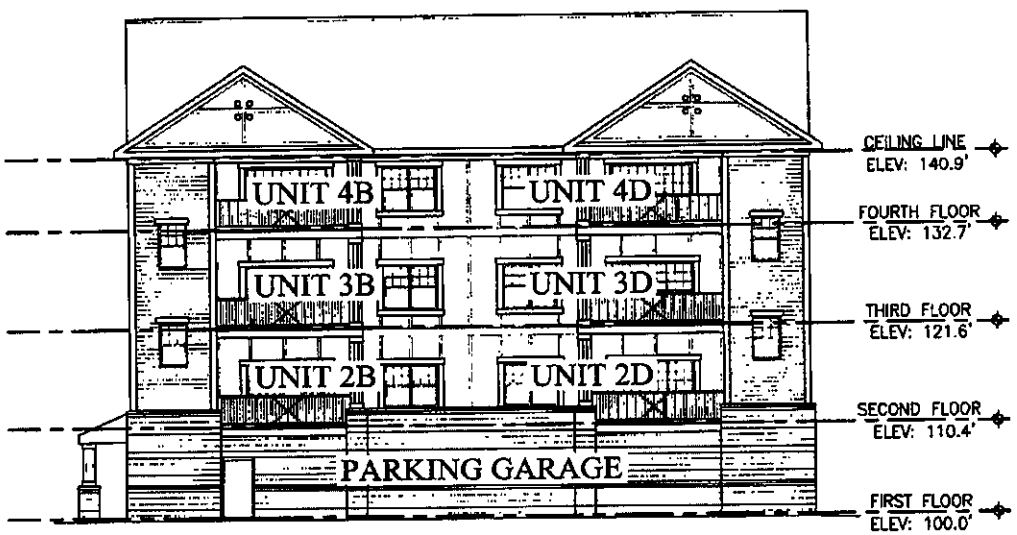
SHEET 5 OF 6

DUNDEE PLACE CONDOMINIUM REGIME 200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



SOUTH ELEVATION



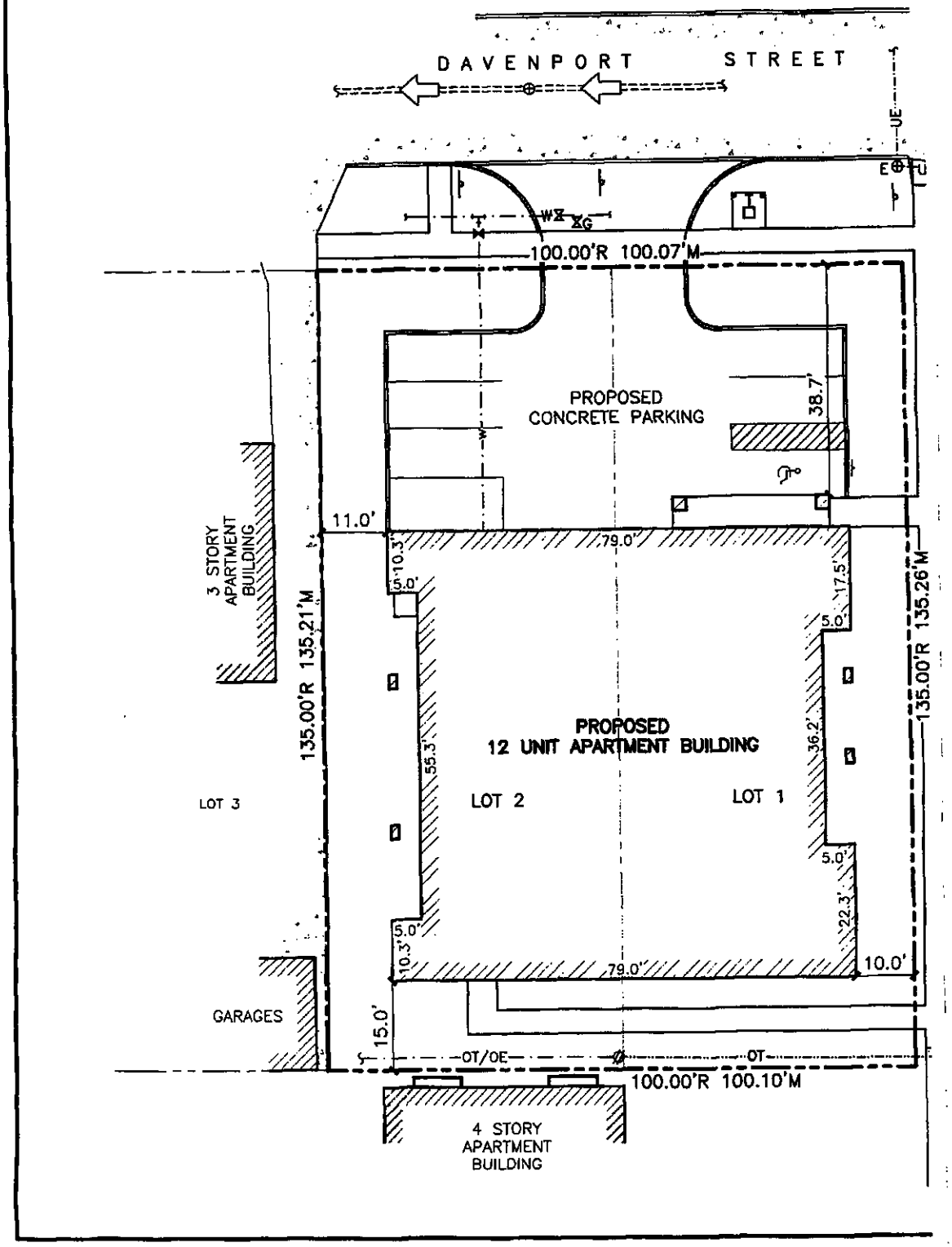
WEST ELEVATION

SHEET 6 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860


DAVENPORT STREET
UE
E
W
G
100.00'R 100.07'M
PROPOSED
CONCRETE PARKING
38.7'
3 STORY
APARTMENT
BUILDING
11.0'
79.0'
10.3'
5.0'
17.5'
5.0'
135.00'R 135.21'M
135.00'R 135.26'M
PROPOSED
12 UNIT APARTMENT BUILDING
55.3'
36.2'
LOT 3
LOT 2
LOT 1
5.0'
22.3'
5.0'
10.3'
79.0'
10.0'
GARAGES
15.0'
OT/OE
OT
100.00'R 100.10'M
4 STORY
APARTMENT
BUILDING

LEGAL DESCRIPTION

LOTS 1 AND 2, BLOCK 115, DUNDEE PLACE, AN ADDITION IN DOUGLAS COUNTY, NEBRASKA.

CERTIFICATION

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA HEREBY STATES THAT THIS DRAWING WAS PREPARED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT IT CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY.

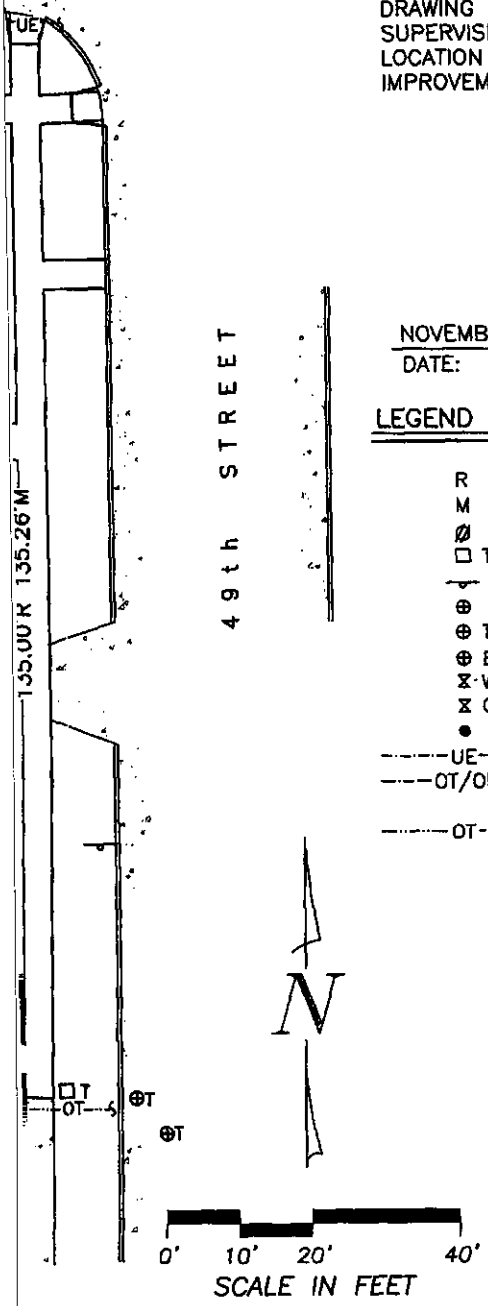
NEBRASKA REGISTERED 475 LAND SURVEYOR DAVID H. NEEF

NOVEMBER 4, 2005
DATE:

DAVID H. NEEF
NEBRASKA R.L.S. 475

LEGEND

R	RECORDED DISTANCE
M	MEASURED DISTANCE
Ø	POWER POLE
□ T	TELEPHONE PEDESTAL
	SIGN
⊕	SEWER MANHOLE
⊕ T	TELEPHONE MANHOLE
⊕ E	ELECTRICAL MANHOLE
⧖ W	WATER VALVE
⧖ G	GAS VALVE
●	BOLLARD
----UE----	UNDERGROUND ELECTRICAL LINE
---OT/OE---	OVERHEAD TELEPHONE AND ELECTRICAL LINES
----OT----	OVERHEAD TELEPHONE LINE



SCALE: 1" = 10'
DATE: NOV. 4, 2005
DRAWN BY: JJP
CHECKED BY: DHN
REVISIONS:

SITE PLAN

DUNDEE PLACE | FOUNTAINHEAD DEVELOPMENT

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
TEL: (402)330-8860 FAX: (402)330-5866
EMAIL: TD2NAIL@TD2CO.COM WEB: WWW.TD2CO.COM

200-334-351

200334351.DWG

ATTACHMENT 3
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

Percentage of Ownership

Identifying Number	Percentage Interest
Unit 2A	7.71 %
Unit 2B	7.61 %
Unit 2C	10.32 %
Unit 2D	7.75 %
Unit 3A	7.71 %
Unit 3B	7.61 %
Unit 3C	10.32 %
Unit 3D	7.75 %
Unit 4A	7.71 %
Unit 4B	7.61 %
Unit 4C	10.32 %
Unit 4D	7.61 %

MISC 2006117517

OCT 12 2006 10:32 P 14

Return to: Scott A. Meyerson, STINSON MORRISON HECKER LLP, 1299 Farnam St., #1501, (

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/12/2006 10:32:18.29
2006117517

(Above Space Reserved for Register of Deeds)

Document Title:	Amendment to Declaration of Condominium for Dundee Place Condominiums
Document Date:	October 10, 2006
Grantor Name:	Fountainhead Development, LLC
Grantee Names:	None
Grantor's Address:	c/o Scott A. Meyerson, Esq. Stinson Morrison Hecker LLP 1299 Farnam St., #1501 Omaha, Nebraska 68102

City of Omaha, Douglas County, Nebraska

39-09875

FEE 15.00 FB

14 BKP C/O COMP

10 DEL SCAN FV

G

75

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
DUNDEE PLACE CONDOMINIUMS

THIS AMENDMENT TO DECLARATION ("Amendment") is made this 10th day of October, 2006 by Fountainhead Development, a Nebraska limited liability company, (hereinafter referred to as "Declarant").

A. OWNERSHIP, DECLARATION AND AMENDMENT

1. Declarant is the owner in fee simple of a parcel of real estate located in the City of Omaha, Douglas County, Nebraska, legally described in Attachment 1 hereto. Declarant remains the sole and exclusive owner of all of such property and all of the Units as of the filing of this Amendment.

2. On or about November 16, 2005 Declarant filed a Declaration with the Register of Deeds of Douglas County, Nebraska at Instrument No. 2005145444 (the "Declaration") pursuant to which Declarant submitted said property to the provisions of the Nebraska Condominium Act (Neb. Rev. Stat. §§ 76-825 to 76-894) in effect as of the date of the recording of said Declaration (the "Act").

3. Declarant desires to amend and correct the Declaration.

B. DEFINITIONS

Unless specifically defined herein or the context clearly requires a different meaning, the words and phrases used herein that are defined in the Declaration and not otherwise defined in this Amendment shall have the meanings ascribed to them in the Declaration. The following terms which are defined in Section 1.1 of the Declaration shall be amended and corrected to have the following meanings for use herein or elsewhere in any condominium documents or the Declaration relating to the Dundee Place Condominiums:

d. Building – The structure built, or to be built, on the Property containing ten (10) Units.

z. Unit or Condominium Unit - A physical portion of the Condominium designated for separate ownership or occupancy and identified as Units 2A, 2B, 2C, 2D, 3A, 3B, 3C, 4A, 4B, and 4C the boundaries of which are delineated on Attachment 2 hereto and further described in Section 2 below.

C. UNITS

Section 2 of the Declaration shall be revised as follows:

2.1. The Condominium Units shall be legally described as shown on the Plat and Plans attached hereto as Attachment 2. The Condominium Project consists of: (i) ten (10) Units on levels two (2) through four (4), and (ii) twelve (12) Parking Units located in the Parking Garage on level one (1). Each Unit includes a Percentage of Ownership that is appurtenant thereto. The Units are further identified on the Plat and Plans recorded pursuant to the terms of this Declaration and the Act.

D. ASSOCIATION OF UNIT OWNER; DECLARANT CONTROL

Section 9 of the Declaration shall be revised to include the following:

9.4. On matters that come before the Association, each owner will have one vote for each Unit owned. Accordingly, the aggregate number of votes for all members of the Association shall total ten (10). Each Unit is allocated a vote equal in weight to each other Unit.

E. RATIFICATION

All of the terms, covenants, declarations and conditions of the Declaration shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants, declarations or conditions have been modified or nullified hereby or conflict or are inconsistent with the terms of this Amendment, in which event the terms of this Amendment shall, in all respects, govern and prevail.

F. ATTACHMENTS

The following are attached hereto and incorporated herein by this reference and shall replace the attachments which are appended to the Declaration:

Attachment 1 -	Description of the Property
Attachment 2 -	Condominium Plat and Plans
Attachment 3 -	Percentage of Ownership

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its behalf.

Fountainhead Development, LLC

By: _____
Troy F. Meyerson, Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 10th day of October, 2006 before me appeared Troy F. Meyerson to me personally known, who, being by me duly sworn, did say that he is the President of Fountainhead Development and acknowledged that he executed the foregoing instrument on behalf of such limited liability company as the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

GENERAL NOTARY - State of Nebraska
JANET PACULA ROOS
My Comm. Exp. Nov. 2, 2008

Notary Public

My commission expires:

11/2/08

CONSENT OF MORTGAGEE

The undersigned, Great Western Bank, a Nebraska banking corporation, Omaha, Nebraska, being the holder of a Deed of Trust, recorded in the records of the Recorder of Deeds for Douglas County, on the parcel or tract of real estate forming the subject matter of the foregoing Amendment to Declaration, hereby consents to the recording of said Amendment to Declaration and acknowledges, confirms and ratifies the submission of said parcel or tract of real estate to the provisions of the Nebraska Condominium Act, and agrees that its said Deed of Trust shall be subject to the provisions of said Act and said Declaration, this Amendment to Declaration and the Exhibits appended hereto.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on its behalf and its corporate seal to be hereunto affixed.

By: _____
Name: GORDON HARNISCH
Title: VICE PRESIDENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 10th day of October, 2006 before me appeared GORDON HARNISCH to me personally known, who, being by me duly sworn, did say that he is the VP of Great Western Bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

GENERAL NOTARY-State of Nebraska
DIXIE L. NELSON
My Comm. Exp. June 5, 2010

_____
Notary Public

My commission expires:

6-5-10

ATTACHMENT 1
TO
AMENDMENT TO DECLARATION OF CONDOMINIUM

Legal Description of the Property

Lots 1 & 2, Block 115, Dundee Place, a subdivision in Douglas County, Nebraska now ~~to be~~ known as:

Units 2A, 2B, 2C, 2D, 3A, 3B, 3C, 4A, 4B, and 4C, Dundee Place Condominiums, a Condominium organized under the laws of the State of Nebraska in Douglas County, Nebraska.

ATTACHMENT 2
TO
AMENDMENT TO DECLARATION OF CONDOMINIUM

Condominium Plat and Plans

[See attached]

I HEREBY CERTIFY THAT THIS DRAWING WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

NEBRASKA REGISTERED L.S. 475 LAND SURVEYOR D. H. NEEF

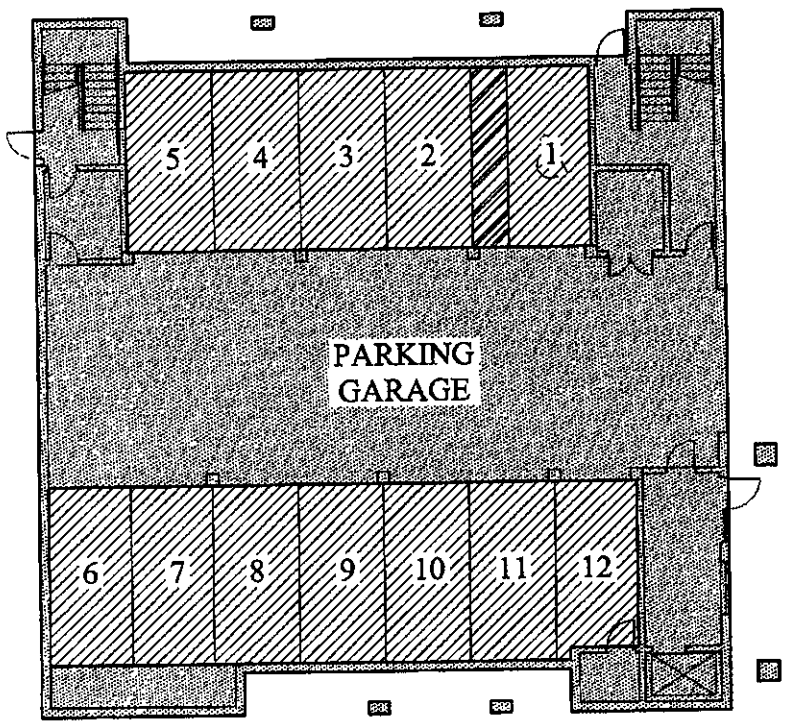
SEPTEMBER 25, 2006

DATE
REVISED: OCTOBER 10, 2006

DAVID H. NEEF
NEBRASKA R.L.S. 475

NOTE:

THESE DRAWINGS ARE BASED ON CONSTRUCTION DRAWINGS, NOT ON AS-BUILT INFORMATION.



FIRST FLOOR

N

SCALE: 1" = 20'

LIMITED COMMON ELEMENT

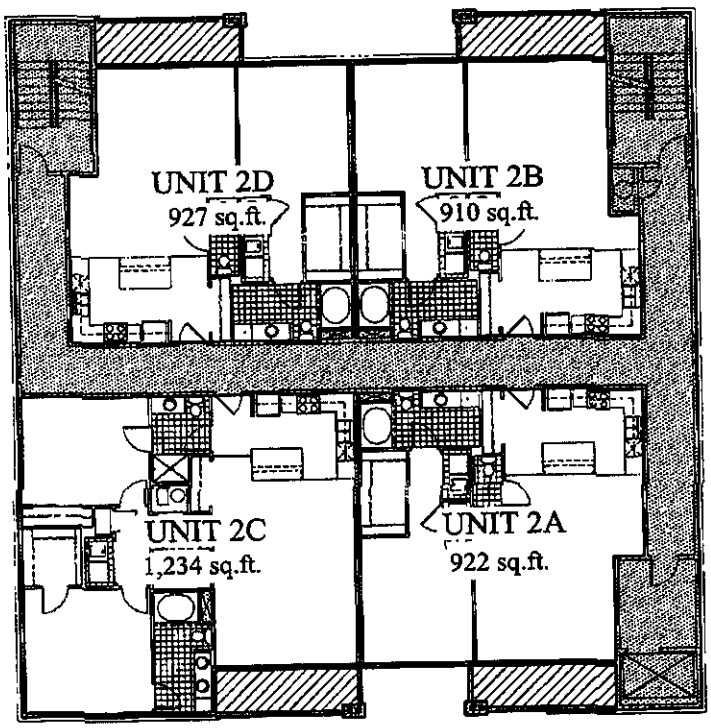
COMMON ELEMENT

SHEET 1 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



SECOND FLOOR

LIMITED COMMON ELEMENT

COMMON ELEMENT

N

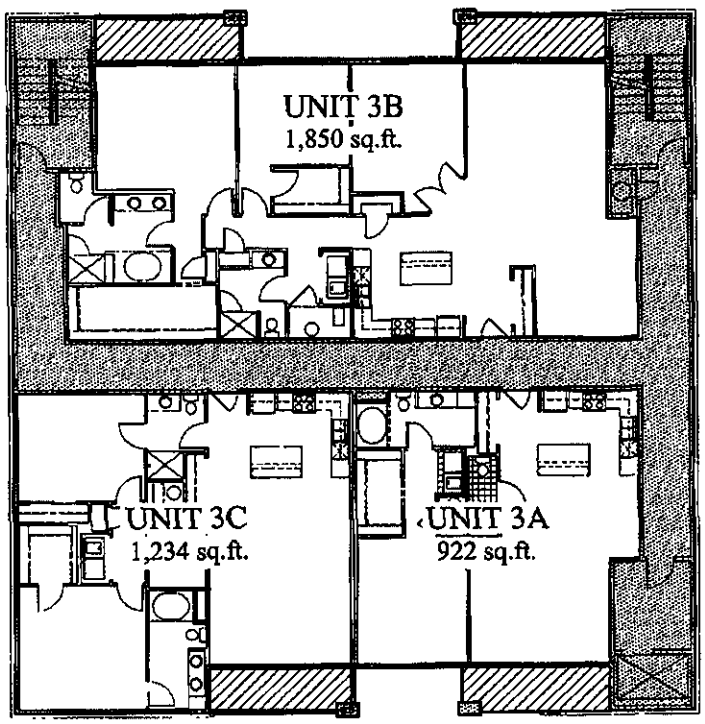
SCALE: 1" = 20'

SHEET 2 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



THIRD FLOOR

LIMITED COMMON ELEMENT

COMMON ELEMENT

N

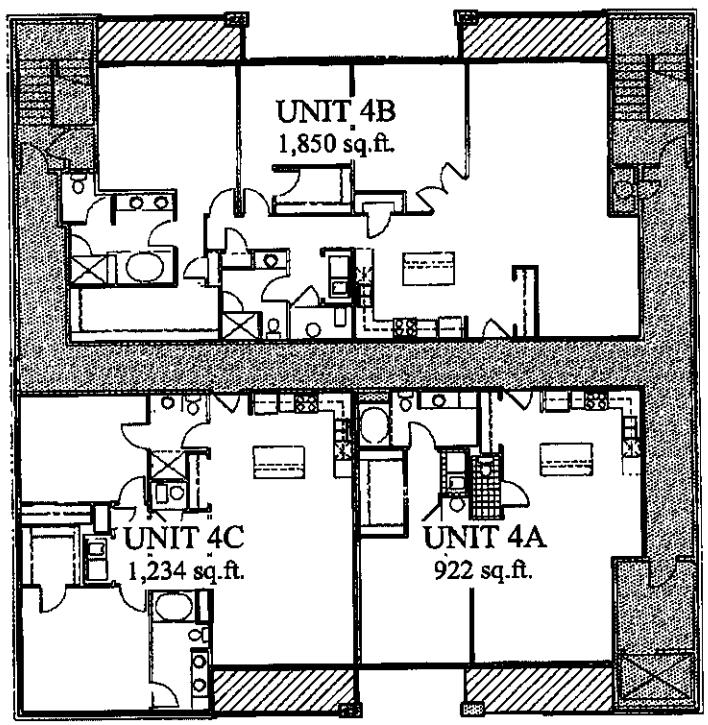
SCALE: 1" = 20'

SHEET 3 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



FOURTH FLOOR

LIMITED COMMON ELEMENT

COMMON ELEMENT

N

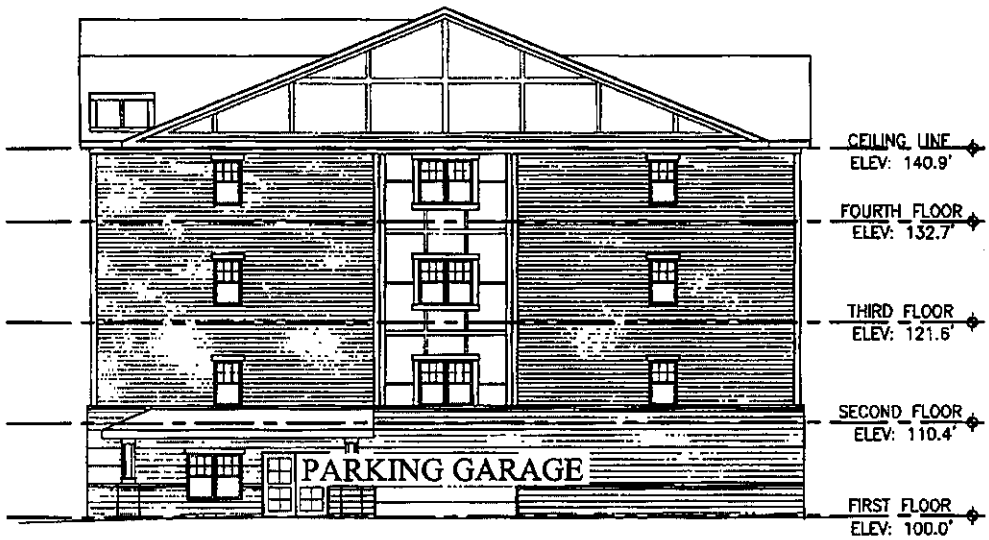
SCALE: 1" = 20'

SHEET 4 OF 6

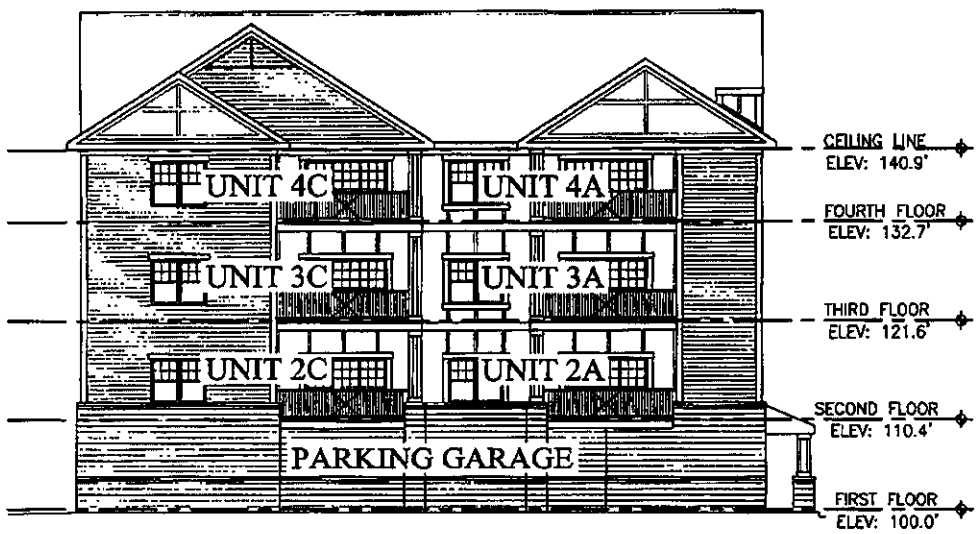
DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



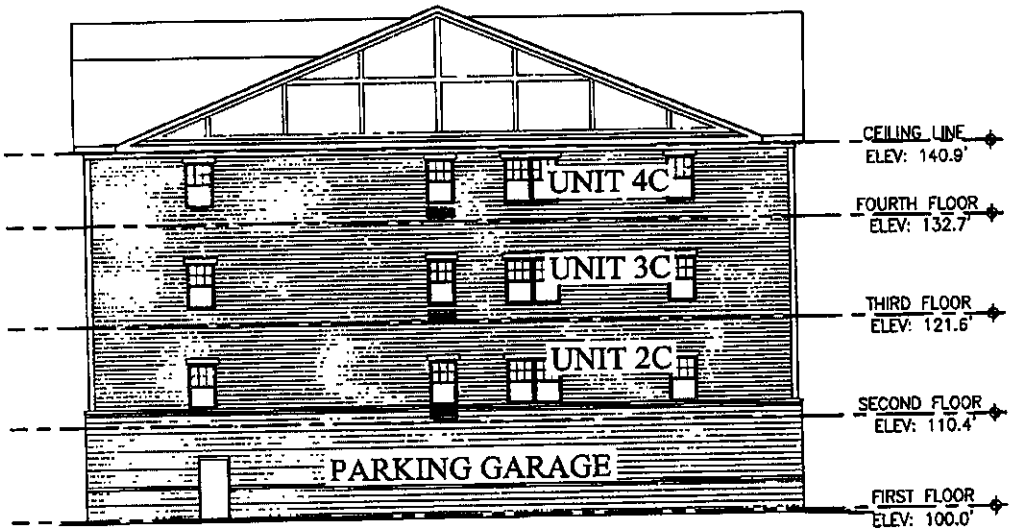
NORTH ELEVATION



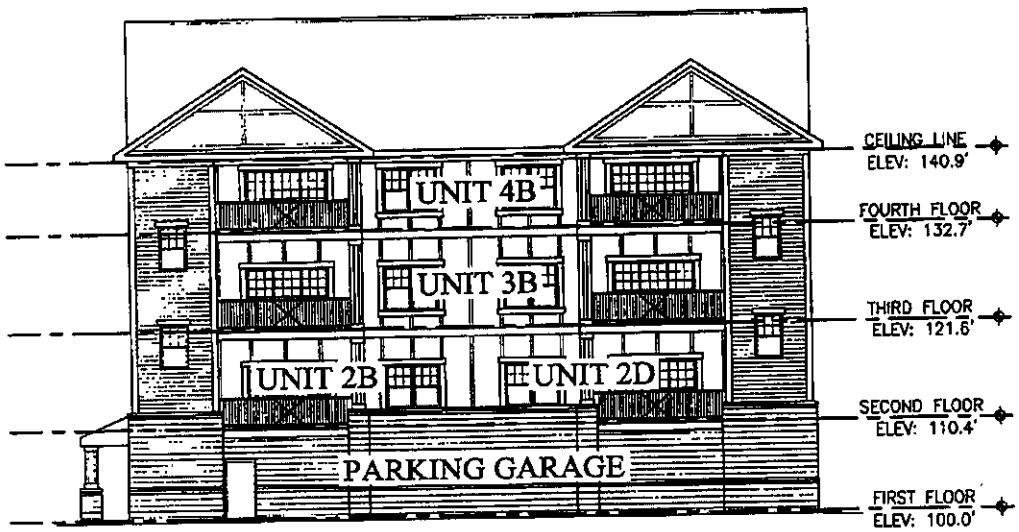
EAST ELEVATION

DUNDEE PLACE CONDOMINIUM REGIME 200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



SOUTH ELEVATION



WEST ELEVATION

SHEET 6 OF 6

DUNDEE PLACE CONDOMINIUM REGIME

200334351.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

ATTACHMENT 3
TO
AMENDMENT TO DECLARATION OF CONDOMINIUM

Percentage of Ownership

Identifying Number	Percentage Interest
Unit 2A	7.70 %
Unit 2B	7.60 %
Unit 2C	10.30 %
Unit 2D	7.70 %
Unit 3A	7.70 %
Unit 3B	15.35 %
Unit 3C	10.30 %
Unit 4A	7.70 %
Unit 4B	15.35 %
Unit 4C	10.30 %
TOTAL	**100%**