DEED 2005099390

AUG 12 2005 13:34 P 39

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/12/2005 13:34:34.18
2005099390

RETURN TO: SCOTT A. MEYERSON, STINSON MORRISON HECKER LLP, 1299 FARNAM STREET, OMAHA, NE 68102 (402)342-1700

(Above Space Reserved for Register of Deeds)

Document Title:	Declaration of Condominium for St. Clair Condominiums
Document Date:	August 9, 2005
Grantor Name:	The Condos at St. Clair 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

S

V 4699

Deed 39/23

206.50 23-05660

DEL ____ SCAN ____ FV ____

EXP ____ C/O ____ MB

DEL ____ SCAN ____ FV ____

DECLARATION OF CONDOMINIUM

FOR

ST. CLAIR CONDOMINIUMS

August 9, 2005
The Condos at St. Clair LLC
2315 Harney St.
Omaha, Nebraska 68102

TABLE OF CONTENTS

DECLARATION OF CONDOMINIUM OWNERSHIP FOR ST. CLAIR CONDOMINIUMS

1.	Definitions	1
2.	Units	4
3.	Ownership of the Common Elements and Covenant Against Partition	5
4.	Use of Common Elements	5
5.	Common Expenses	8
6.	Association of Unit Owners	11
7.	Separate Mortgages	12
8.	Separate Real Estate Taxes	13
9.	Utilities	13
10.	Insurance	14
11.	Maintenance, Repairs and Replacements	17
12.	Decorating	19
13.	Alterations, Additions and Improvements	19
14.	Remedies	20
15.	Amendment of Declaration	22

TABLE OF CONTENTS (cont'd)

16.	Notices	23
17.	Severability	23
18.	Rights and Obligations	23
19.	Utilization of Units and Common Elements	24
20.	Easements	24
21.	Termination	25
22.	Eminent Domain	25
23.	Attachments	26

Attachment 1 - Legal Description of Property

Attachment 2 - Condominium Plat and Plans

Attachment 3 - Percentage of Ownership by Unit

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ST. CLAIR CONDOMINIUMS

THIS DECLARATION is made this 9th day of August, 2005 by The Condos at St. Clair LLC, a Nebraska limited liability corporation, (hereinafter referred to as "Declarant");

W I T N E S E T H:

WHEREAS, 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; and

WHEREAS, Declarant intends by this Declaration to submit 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 this Declaration (the "Act").

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 "St. Clair 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 St. Clair 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 – St. Clair 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. Building - The structure located on the Property containing twenty-one (21) Units.

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

f. Common Elements – All portions of the Building, except for the

Units, including but not limited to the following: (i) the land, buildings, and improvements located thereon; (ii) the foundations, columns, girders, beams, supports, main walls, bearing walls, roofs, patios and decks, entrances, and exits of the building (iii) party walls located between Units, (iv) central and appurtenant installations for services such as electricity, telephone, water, stairs, lobby, garbage and sewage disposal, and for other services for common use; (v) tanks, pumps, motors, ducts, pipes, wires, cables, and, in general all apparatus and installations existing for common use; (vi) easements for access, maintenance, repair, reconstruction, or replacements of the foregoing structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety, and use of the property; and (vii) the Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof except as is expressly permitted pursuant to the terms hereof and the Bylaws.

g. Common Expenses – All sums declared Common Expenses by the Act, or by any specific provision of this Declaration or the Bylaws, and shall include, without limitation, the following: (i) taxes and special assessments against the property until the Units are separately assessed; (ii) taxes and special assessment allocable to the Common Elements; (iii) premiums for any and all insurance maintained by the Association, including any deductible or coinsurance amount not covered by insurance; (iv) utility, maintenance, repair and replacement charges not charged directly to Unit Owners; (v) legal and accounting fees; (vi) 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; (vii) deficits remaining from any prior assessment period; (viii) the cost of fidelity bonds; and (ix) management fees, if any.

h. Condominium - The condominium created by this Declaration, known as St. Clair Condominiums.

i. Declarant – The Condos at St. Clair LLC, or any person, firm or corporation to whom The Condos at St. Clair LLC transfers its rights hereunder prior to the time when all Units in the Condominium have been sold.

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

k. Eligible Mortgage Holder - Each holder, insurer or guarantor of a duly recorded first mortgage or deed of trust on any Unit which has made written request to the Board of the Association for notice of all matters of which such holders, insurers or guarantors are entitled pursuant to the provisions of this Declaration, the Act or the Bylaws.

l. Limited Common Elements – Each portion of the Common Elements which is reserved for the exclusive use of one of the Unit Owners, including but not limited to: (a) any portion of a chute, flue, wire, conduit, bearing wall, bearing column, or any

other fixture that lies partially within and partially outside the Unit but is serving only that Unit or any portion of a utility line that serves one or more but less than all of Units, (b) any front steps made of stone pavers, any balconies and all exterior doors, windows and skylights or other fixtures designed to serve a single Unit but located outside the boundaries of a Unit; and (c) the condensing units located on the roof above each Unit it serves.

m. Material Amendment – 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 Common Elements, the Union Hill Common Elements or 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.

n. Person - A natural person, partnership, corporation, or other legal

entity capable of holding title to real property.

o. 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.

p. 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.

q. Special Declarant Rights - Rights reserved for the benefit of the Declarant to (i) maintain models, sales offices, management offices and signs advertising the Condominium, (ii) use easements through the Common Elements for the purpose of making improvements within the Condominium, and (iii) appoint or remove any officer of the Association or member of the Board during any period of Declarant Control (as herein defined).

r. Unit or Condominium Unit – A physical portion of the Condominium designated for separate ownership or occupancy and identified as Units 1 through 12, and Units 14 through 22 the boundaries of which are delineated on Attachment 2 hereto and further described in Section 2.4 below. A Unit includes (i) all lath, furring, wallboard, plasterboard, plaster, paneling, wallboard, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces in the Unit, (ii) all spaces, non-load bearing walls, interior partitions and other fixtures and improvements located within the boundaries of the Unit, and (iii) all utilities systems connecting from the breaker panel and running into the Unit.

s. 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 Declarant is obligated to construct twenty-one (21) Units.

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 thereon shall be used solely for residential purposes, subject to the exceptions set forth in Section 19 hereof and the zoning requirements of the City of Omaha, Nebraska.

2.4. The boundaries of the Units are the walls, floors and ceilings, which includes all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces in the Unit.

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

3. OWNERSHIP OF THE COMMON ELEMENTS AND COVENANT AGAINST PARTITION.

3.1. 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 Sections 15 and 16 hereof or in accordance with the provisions of the Act.

3.2. 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. USE OF COMMON ELEMENTS; RESTRICTIONS.

4.1. Except as provided in Section 4.2 hereof, each Unit Owner shall have the right to the use of the Common Elements and any equipment contained therein in common with all other Unit Owners as may be required for the purposes of access or ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner and for such other purposes as specific Common Elements are intended.

4.2. The foregoing rights to use the Common Elements shall extend to each Unit Owner, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner, and such rights shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws and the rules and regulations of the Association hereinafter referred to. Each Unit Owner shall be deemed to have an easement, in common with the other Unit Owners, in, upon, across, over, through and with respect to the Common Elements to the extent of such right to use the Common Elements. The Association shall have the authority to lease or rent or to grant licenses or concessions with respect to any parts of the Common Elements subject to the provisions of this Declaration and the Bylaws.

4.4. 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 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 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 as may be designated for such purpose by the Board.

(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 small non-illuminated name sign or sign 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 a prior written permission of the Board. Notwithstanding the foregoing, Unit Owners may display, without obtaining the Board's prior written consent, a "For Sale" or "For Rent" sign or a political sign on or in his Unit or any Limited Common Element; provided, however, no sign may be larger than 4 square feet in size and political signs may not be displayed earlier than thirty (30) days prior to an election and must be removed within two (2) days after the conclusion of an 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 unless a Unit Owner obtains the prior written consent of the Association.

(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 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.

(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 six (6) 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 or sale instrument to the Association no less than 30 days prior to the proposed consummation of the lease or sale.

(k) 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. COMMON EXPENSES; ASSESSMENTS.

5.1. Each Unit Owner shall pay Unit Owner's proportionate share of the Common Expenses. Each Unit Owner's proportionate share of such Common Expenses shall be that fraction of the total Common Expenses

which is equal to Unit Owner's Percentage of Ownership.

5.2. Until the Declarant or the Association, by vote of the Board, levies a Common Expense assessment, Declarant shall pay all accrued expenses of the Condominium. Thereafter, each Unit Owner shall be severally liable for the Common Expenses that are levied against his Unit while a Unit Owner.

5.3. Any common surplus shall be allocated to each Unit in accordance with its percentage of Common Expenses, 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.

5.4. (Each fiscal year, beginning with the fiscal year beginning January 1, 2006, 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. After preparation and adoption of each such budget, the Board shall, within thirty (30) days after adoption of any proposed budget, provide each Unit Owner with a summary of the budget and shall set a date for a meeting of the Unit Owners to consider ratifications. Said meeting shall not be less than fourteen (14) nor more than thirty (30) days after mailing the summary. Unless a majority of the Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the previous budget last ratified by the Unit Owners shall continue until such time as the Unit Owners ratify a subsequent revised budget proposed by the Board. Notwithstanding the foregoing, the first budget after the creation of the Condominium 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 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 Section 5.5 hereof.

5.5 (a) 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.

(b) No capital improvement over Sixteen Thousand and 00/100 Dollars ($16,000.00) or increase in the annual assessment by the Board in any one year of over ten percent (10%) 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.

5.6 Every assessment shall constitute a lien upon each Unit assessed from the date the assessment is levied and is prior to all other liens except (i) liens and encumbrances recorded before the recordation of the Declaration; (ii) a deed of trust for the purchase of a Unit recorded before the date on which the assessment sought to be enforced became delinquent; (iii)

liens for real estate taxes and other governmental assessments or changes against the Unit; and (iv) except for delinquent assessments or fines, up to a maximum of six months' assessments or fines which are due prior to any subsequent refinancing of a Unit or for any subsequent second mortgage interest.

5.7. Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the times and in the amounts specified by the Board in each such notice. If no times and amounts are specified, 1/12th of the assessment shall be paid on or before the first day of each month of the fiscal year of the Association. Payments shall be made to the Association, or as the Board may from time to time otherwise direct.

5.8. 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.

5.9. All sums collected by the Association from assessments shall be accounted for as follows:

(a) Reserve Fund for Replacements. To this fund shall be credited all sums collected or set aside for the purpose of effecting replacements of structural elements, and other Common Elements of the Condominium.

(b) General Operating Reserve Fund. To this fund shall be credited all sums collected to provide a reserve for purposes of providing a measure of financial stability during periods of special stress, and may be used to meet deficiencies from time to time as a result of delinquent payments of assessments and other contingencies.

(c) Maintenance Fund. To this fund shall be credited collections of assessments for all Common Expenses for the current year as well as common profits and surplus from the previous year, and not to be credited to either of the above reserve funds.

The reserve fund for replacements shall be established by the Board and shall be funded by regular installments rather than by extraordinary special assessments. The reserve funds described above shall be maintained only in such amounts as deemed necessary or desirable by the Board, subject, however, to the preceding sentence. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board, in its discretion, selects.

5.10. In addition to the assessments levied as provided in Section 5.5(a), the Board, in its discretion, may levy special assessments at such other and additional times as in its judgment are required for:

(a) Maintenance, repair, and restoration of Common Elements, and operation of the Condominium.

(b) Alterations,

improvements, and additions to the Common Elements, provided, however, that any such special assessment involving the expenditure of Sixteen Thousand and 00/100 Dollars ($16,000.00) or more 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.

(c) Costs and expenses incurred in curing defaults of a Unit Owner.

Special assessments made pursuant to this Section shall be deemed levied upon notice thereof being given to the Unit Owners subject to such special assessment, and shall be payable as determined by the Board and as set out in such notice.

5.11. 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.

5.13. The failure of the Board to prepare or delay of the Board 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 5.5(a) each Unit Owner shall continue to pay the assessment previously levied pursuant to Section 5.5(a) 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.

5.14. 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.

5.15. If any assessment, or installment thereof, remains delinquent for thirty (30) days, the Board shall provide written notice to the Unit Owner of the amount past due, and shall also impose a late fee, as may be determined by the Board from time to time and published in the rules and regulations. If any assessment, or installment thereof, remains delinquent for sixty (60) days, the Board shall provide written notice to the Unit Owner of the amount past due, and shall also impose an additional late fee, as may be determined by the Board from time to time and published in the rules and regulations. 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 Section 5.16 below, 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.

5.16. Assessments, or installments thereof, paid before they become delinquent shall not bear interest. All delinquent assessments, in addition to any applicable late charges shall bear interest at the maximum rate of interest allowed under Neb. Rev. Stat. §76-873(b) of the Act from the date delinquent until paid. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, that has been delinquent the longest.

5.17. 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. ASSOCIATION OF UNIT OWNER; DECLARANT CONTROL.

6.1. 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 maintenance, repair, replacement, administration, and operation of the Building as provided in the Act, in this Declaration and the Bylaws.

6.2. The Board of Directors of the Association shall be deemed to be the "Board" for the Unit Owners referred to herein and in the Act.

6.3. 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.

6.4. 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.

6.5. 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 twenty-one (21).

6.6. Subject to the provisions of Section 6.7 hereof, the Declarant, or a person designated by it, shall have a period of Declarant control ("Declarant Control") which 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 which may be created pursuant to Section 2.1 thereof; (b) two years after the Declarant has ceased to offer Units for sale or lease in the ordinary course of business; or (c) the date which is the seventh anniversary of the date of the recording of this Declaration. During this period of Declarant Control, Declarant 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.

6.7. 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.

7. SEPARATE MORTGAGES.

7.1. Each Unit Owner shall have the right to make a separate mortgage or encumbrance on the Unit Owner's respective Unit together with the Unit Owner's respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of the Unit Owner's own Unit and the Unit Owner's respective ownership interest in the Common Elements.

7.2. Each Eligible Mortgage Holder shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such eligible Mortgage holder's mortgage or deed of trust.

7.3. In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust against the Unit Owner's Unit, the Association shall have the right to cure such default (in accordance with the provisions of, and during the time period provided in, such mortgage or deed of trust) by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in Neb. Rev. Stat. §76-874 of the Act with respect to liens for failure to pay a share of the Common Expenses. In the event the Association does not elect to cure such default, then the lien holder may proceed to foreclose such lien and sell the property in accordance with the mortgage or deed of trust. Nothing herein contained shall be construed to require the Eligible Mortgage holder to furnish

notice of default under said mortgage or deed of trust to the Association.

7.4. 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.

8. TAXES AND ASSESSMENTS.

8.1. The real estate taxes on each Unit are to be separately paid by each Unit Owner as provided in the Act.

8.2. If, for any reason, the tax bills are not separately issued by the taxing authorities, then each Unit Owner shall pay the Unit Owner's individual share of the taxes as determined by the Association in accordance with each Unit Owner's Percentage of Ownership.

9. UTILITIES.

9.1. 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.

9.2. All utilities are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Common Elements for the purpose of providing Utility Services to the Property or any Unit. As used herein, the term "Utility Services" shall include, but not be limited to, water, sanitary and storm water sewers, telephone, power, electricity, natural gas, cable television, internet, irrigation and other utility services. The Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements and 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.

10. INSURANCE.

10.1. Commencing not later than the time of conveyance of the first Unit to a Person other than the Declarant, the Association shall maintain to the extent reasonably available the insurance required by Nev. Rev. Stat. §76-871 of the Act and the insurance described below in this Section 10. The premiums for such insurance shall be a Common Expense.

10.2. The Association shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Association may deem advisable for the full insurable replacement cost of the Common Elements; provided, however, that such insurance shall provide protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement and against all 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. If available at reasonable cost, the policies obtained by the Association shall also have agreed-amount and inflation guard endorsements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Board, as the trustee for each of the Unit Owners, and also as trustee for each such Unit Owner's mortgagee(s), if any, in their respective Percentages of Ownership. Any insurance proceeds so paid to the Board or the Association which are disbursed for reconstruction of damaged premises shall be disbursed by a title insurance company or other escrow agent selected by the Association (or the Board) pursuant to an agreement between the Association (or the Board) and such agent, providing appropriate mechanic's lien protection. Application of the insurance proceeds to reconstruction, and disposition of the Property where the insurance proceeds are insufficient for reconstruction, shall be as provided in the Act. In the event of damage or destruction of any Unit or Units, the insurance proceeds shall be used in accordance with the provisions of Neb. Rev. Stat. §76-871(h) of the Act.

10.3. The Association shall also obtain comprehensive public liability insurance, including medical payments insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other insurance as it may deem desirable, insuring each Unit Owner and the Association, Board, manager and managing agent from liability in connection with the Common Elements, and the premiums for such insurance shall be Common Expenses. Notwithstanding anything set forth above, the liability coverage shall be in the minimum amount of $1,000,000.00 per occurrence for bodily injury, including deaths of persons and property damage, with a general aggregate limit of $2,000,000.00, and coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of lawsuits related to employment contracts of the Association.

10.4. If any of the insurance described in subsections 10.2 and 10.3 of this Section 10 is not reasonably available, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.

10.5. Insurance policies carried pursuant to subsections 10.2 and 10.3 of this Section 10 shall provide that:

a. Each Unit Owner is an insured person under the policy with respect to liability arising out of Unit Owner's interest in the Common Elements;

b. The insurer waives its rights to subrogation under the policy against any

Unit Owner or members of the Unit Owner's household;

c. No act or omission by any Unit Owner, unless acting within the scope of Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

d. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

10.6. Each Unit Owner shall be responsible for Unit Owner's own insurance on the Unit and its additions and improvements thereto and the decorating, furnishings and personal property therein, and Unit Owner's personal property stored elsewhere on the Property, and Unit Owner's personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided. Each Unit Owner shall place on file with the Association a copy of its current homeowner's insurance certificate.

10.7. In the event of substantial damage to or destruction of any of the Unit improvements, the Unit Owner of such Unit shall give prompt written notice of any such damage or destruction to all Eligible Mortgagees with respect to such Unit, and in the event of substantial damage to or destruction of any part of the Common Elements, the Association shall give prompt written notice of any such damage or destruction to all Eligible Mortgagees with respect to any Unit.

10.8. If the Property is at any time located within an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (the "NFIP"), the Board shall obtain a master or blanket policy of flood insurance on the Property in an amount not less than the lesser of (i) the maximum coverage available under the NFIP for all buildings and other insurable property within the Property, and (ii) 100% of the current replacement cost of all such buildings and other insurable property.

10.9. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, if permitted by law, the Board may name as an insured under the property and liability insurance policies, on behalf of the Association, the Association's authorized representative (including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee) who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner, by acceptance of a deed from the Developer or any other Unit Owner to any Unit, hereby appoints the Association or such representative or trustee as attorney-in-fact for the purpose of purchasing or maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose. The Association or any such representative or any such trustee, shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Unit Owners and their mortgage

holders, as their interests may appear.

10.10. All officers, directors and employees of the Association, and all other persons handling or responsible for funds of or administered by the Association shall be covered by a blanket fidelity bond(s). 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 of the Association 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:

(a) It shall name the Association as an obligee;

(b) 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;

(c) 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

(d) 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.

10.11 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."

10.12. All insurance obtained pursuant to subsections 10.2 and 10.3 of this Section 10 shall provide that any insurer who has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner, or Eligible Mortgage holder. No insurer issuing a policy may cancel, substantially modify, or refuse to renew it until thirty (30) days after notice of the proposed cancellation, modification or non-renewal has been mailed to the Association, each Unit Owner and each Eligible Mortgage holder or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

11. MAINTENANCE, REPAIRS AND REPLACEMENTS.

11.1. The Association shall be responsible for all of the following, which shall be assessed as a Common Expense, except as otherwise noted:

(a) The painting of the Building and the repair, replacement and maintenance

of the roof, gutters, downspouts and exterior surfaces of the Building, including exterior window washing, all of which shall be done on a periodic basis accommodating normal wear and tear;

(b) The maintenance, repair and replacement of the lateral sewer lines from the building to the main trunk sewer;

(c) The maintenance, repair and replacement of common utility systems to the point of connection to the breaker panels servicing each Unit and any common utility systems that run the length of the Building and service all of the Units;

(d) The maintenance, repair and replacement of the fire sprinkler controls and backflow preventer;

(e) The maintenance, repair and replacement of all Limited Common Elements, including, but not limited to, the structural components and the railings and walls of the balconies, all of which shall be assessed in accordance with Section 5.11; and

(f) The procuring of and maintaining of liability insurance required by applicable law.

11.2. The Unit Owner shall be responsible for all of the following at his own expense:

(a) The maintenance, repair and replacement of the interior waste plumbing system shall be at the expense of each respective Unit Owner;

(b) The maintenance, repair and replacement of the sewer line as it enters and services the Unit, except for those lines that are shared with another Unit, which are Limited Common Elements which are maintained in accordance with Section 11.1(e) above;

(c) The maintenance, repair and replacement of the Unit's interior and exterior improvements, including, but not limited to, interior portions of the ceilings, floors, party walls and perimeter walls and both sides of any interior walls;

(d) The maintenance, repair and replacement of the furnace, air conditioner, hot water heater, bathroom and kitchen plumbing fixtures, refrigerators, ranges, clothes washers and dryers, and other appliances and lighting fixtures (including the lighting fixtures located outside each Unit's front door and outside on a balcony) and other electrical appliances of any Unit Owner; and

(e) The balconies shall be kept clean and free of debris and in adequate repair, subject, however, to Section 11.1(d).

11.3. 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. Notwithstanding anything to the contrary set forth in Section 11.2(c) above, in the event there is damage to the interior of a Unit or Units caused by the Association's maintenance, repair or replacement of or to the Common Elements or Limited Common Elements, it shall be the Association's responsibility to repair the damage. The cost of repairing said damage shall be assessed as a Common Expense against (i) the Unit or Units that benefited exclusively from the maintenance, repair or replacement of the Common Elements, in proportion to amount of damage caused to the Unit or Units, or (ii) all of the Unit Owners based on their Percentage of Ownership if all Unit Owners benefited from the maintenance, repair or replacement of the Common Elements or Limited Common Elements. Any such repairs shall be of good quality and craftsmanship, but nothing herein shall require the Association to restore the damaged Unit or Units to a "like new" condition. In the event any damaged Unit has been improved by the Unit Owner with above standard grade interior finishes and said damage inflates the cost of repair, said Unit Owner shall bear all additional costs attributable to the repair of his Unit.

11.4. 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.

11.5. If, due to a household pet, or the negligent act or omission of a Unit Owner, or of a member of a Unit Owner's family or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or improvements owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

11.6. Maintenance, repairs and replacements to the Common Elements, the Limited Common Element, the Units or any other improvements thereon shall be subject to the rules and regulations of the Association.

11.7. 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.

12. DECORATING.

12.1. 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.

12.2. 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 use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Unit, shall be subject to the rules and regulations of the Association.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

13.1. A Unit Owner may make any improvements or alterations to its respective Unit or the improvements thereon that do not impair the structural integrity, mechanical or utility systems or lessen the support of any portion of the Building.

13.2. A Unit Owner may not change the appearance of the Building, Common Elements, Limited Common Element or any other portion of the Condominium without prior written approval of the Board.

13.3 A Unit Owner shall not alter in any way any portion of his Unit which is part of the exterior façade of the Building in which it is located, including by way of example but not by way of limitation, exterior doors, dryer vents, fire place vents, painting or decoration, without the prior written approval of the Board.

13.4. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, a Unit Owner may remove or alter any intervening Building partition or create apertures therein, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium and all modifications comply with building codes; provided, the Unit Owner must first obtain prior written consent from the Board. However, as provided in Neb. Rev. Stat. §76-848(3) and Neb. Rev. Stat. §76-849 of the Act, the removal of partitions or creation of apertures does not relocate the boundaries of the Unit without compliance with the procedures in those sections of the Act.

14. REMEDIES.

14.1 Each Unit Owner, occupant and Eligible Mortgage Holder, shall be governed by and shall comply with the terms, conditions, obligations, and provisions of the Act, this Declaration, the Bylaws, and the rules and regulations, as the same may be amended from time to time.

14.2 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.

14.3 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.

14.4 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.

14.5 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) 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.

14.6 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 14.4 hereof and not pursuant to this Section.

14.7 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, thing, 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 to abate and remove, at the defaulting Unit Owner's expense (and levy an assessment therefor), the structure, thing, 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.

14.8 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 twelve (12%) percent per annum from the dates such costs are incurred until paid.

14.9 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.

14.10. 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 14, 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 agrees 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.

15. AMENDMENT OF DECLARATION.

15.1. 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 6.5. hereof.

15.2. 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.

15.3. Notwithstanding the foregoing provisions of this Section 15, 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 15. If the Declarant shall in its sole discretion subdivide or convert Units as provided in this Section 15.3, 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.

15.4. Notwithstanding the foregoing provisions of this Section 15, the Declaration may be amended without the vote and approval specified and required in Section 15.1 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.

15.5. Notwithstanding anything set forth above, and except for amendments pursuant to Sections 15.3 and 15.4 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. NOTICES.

16.1. 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 The Condos at St. Clair LLC
Attn: Ryan Barry
2629 Cornelia St.
Bellevue, NE 68147

The Declarant: c/o The Condos at St. Clair LLC
Attn: Ryan Barry
2629 Cornelia St.
Bellevue, NE 68147

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

16.2. 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.

16.3. 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.

17. SEVERABILITY.

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. RIGHTS AND OBLIGATIONS.

18.1. The rights and obligations of the respective Unit Owners under this Declaration shall be deemed to be covenants running with the land, so long as the Property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding upon each and all of the respective Unit Owners and their respective heirs, executors, administrators, legal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and others having or claiming an interest in the Property, subject to the provisions of the Act and this Declaration.

18.2. 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.

19. UTILIZATION OF UNITS AND COMMON ELEMENTS.

19.1. The Declarant may, in it sole discretion, exercise its Special Declarant Rights by:

(a) 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;

(b) maintaining a model or display unit in any Unit until all of its Units are sold;

(c) 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

(d) maintaining signs on the Common Element advertising the Condominium until all of its Units are sold.

20. EASEMENTS.

20.1. The Common Elements shall be and the same are hereby declared to be, subject to a perpetual, non-exclusive, easement, which easement is hereby created for the use of the Declarant during the period of Declarant Control and of Unit Owners and for the use of their immediate families, guests, invitees or licensees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of such easements.

20.2 Permanent easements are hereby reserved to, through, in and over all portions of the Building, the Common Elements, the Limited Common Elements and all Units, as may be reasonably necessary for the installation, maintenance and repair of utility services, which easements shall run to and be administered by the Association for the benefit of the Declarant during the period of Declarant Control and the Unit Owners. Public utilities furnishing services for common use, such as water, electricity, gas, sewage and telephone, to the Property shall have access to the Common Elements and the Units as may be necessary for the installation, repair or maintenance of such services, and any costs incurred in opening or repairing any wall or structural portion of the Building to install, repair or maintain such services shall be a Common Expense and shall be assessed in accordance with this Declaration and the Bylaws. The Board shall have the right to cause the Association to grant other easements and rights in, upon or through the Common Elements to permit television and radio aerials and connections, cable television installations and other facilities for the use and enjoyment of the Unit Owners.

20.3. Permanent easements are hereby declare, in favor of each Unit, for encroachments of any Unit over any other Unit or Common Area, which now exist or hereafter exist, caused by settlement or movement of the improvements, or caused by minor inaccuracies in building or re-building said improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue in favor of all Units until such encroachments no longer exist.

21. TERMINATION. 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.

22. EMINENT DOMAIN.

22.1. 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 22.

22.2. 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.

22.3. 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.

22.4. 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.

23. 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.

The Condos at St. Clair LLC

By: _____
Ryan Barry, Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF NEBRASKA)

On this 11th day of August, 2005 before me appeared Ryan Barry to me personally known, who, being by me duly sworn, did say that he is the Manager of The Condos at St. Clair LLC and acknowledged that he executed the foregoing instrument in 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:

SCOTT A. MEYERSON
General Notary
State of Nebraska
My Commission Expires Apr 17, 2008

CONSENT OF MORTGAGEE

The undersigned, First Westroads Bank, a national bank, 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 Declaration, hereby consents to the recording of said Declaration and 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 and the Exhibits appended thereto.

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

By: Timothy F. Donnelly S.V.P.
Name: TIMOTHY F. DONNELLY
Title: SENIOR VICE PRESIDENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 11th day of August, 2005 before me appeared Timothy F. Donnelly to me personally known, who, being by me duly sworn, did say that he is the Senior Vice Pres. of First Westroads Bank, a national bank, and that said instrument was signed and sealed in behalf of said bank by authority of its Board of Directors, and said Timothy F Donnelly 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.

Shari Pate
Notary Public

My commission expires:

GENERAL NOTARY - State of Nebraska
SHARI PATE
My Comm. Exp. March 24, 2008

ATTACHMENT 1
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

Legal Description of the Property

Sub Lot 7 of Lot 7, and the West 15 Feet of Sub Lot 3 of Lot 8, in Capitol Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except that part taken for the widening of Harney Street; said premises being also described as the South 148.1 feet, more or less, of said Sub Lot 7 of Lot 7 and the West 15 Feet of the South 147.1 feet, more or less, of said Sub Lot 7 of Lot 7 and the West 15 feet of the South 147.1 feet of Sub Lot 3 of Lot 8, all in Capitol Addition, An Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

ATTACHMENT 2
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

Condominium Plat and Plans

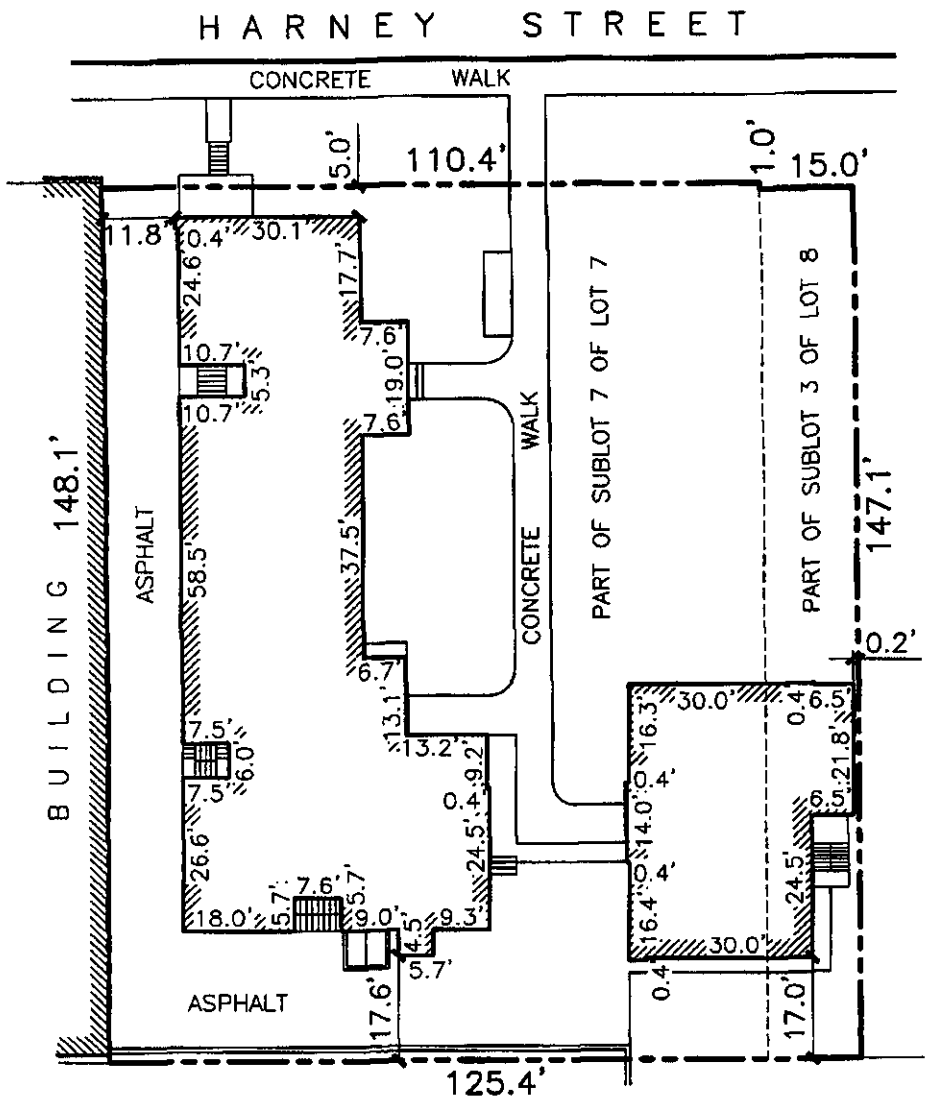
[See attached]

ST. CLAIR CONDOMINIUM

THIS DRAWING SHOWS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS ON SUB LOT 7 OF LOT 7, AND THE WEST 15 FEET OF SUB LOT 3 OF LOT 8, IN CAPITOL ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART TAKEN FOR THE WIDENING OF HARNEY STREET; SAID PREMISES BEING ALSO DESCRIBED AS THE SOUTH 148.1 FEET, MORE OR LESS, OF SAID SUB LOT 7 OF LOT 7 AND THE WEST 15 FEET OF THE SOUTH 147.1 FEET OF SUB LOT 3 OF LOT 8, ALL IN CAPITOL ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

NEBRASKA REGISTERED L.S.-507 LAND SURVEYOR CHRIS E DORNER

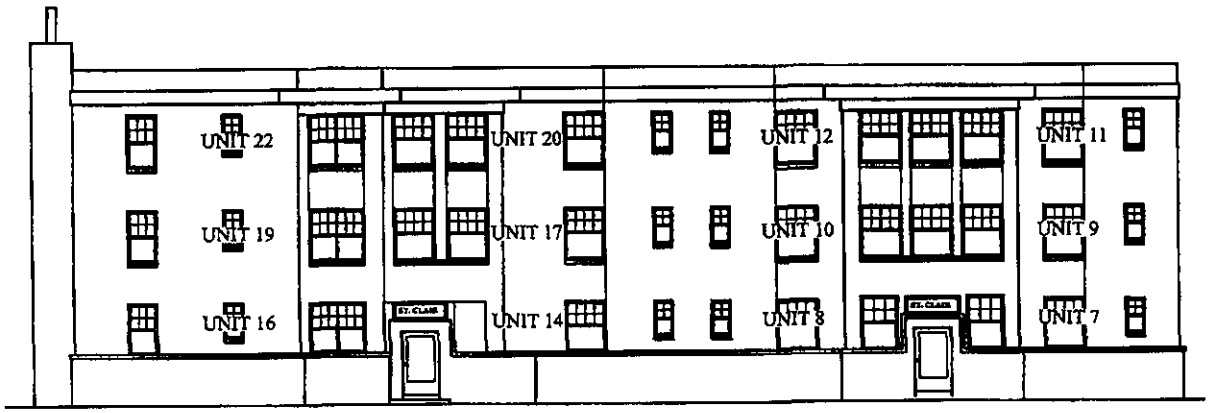
JULY 13, 2005
CHRIS. E DORNER,
NEBRASKA RLS 507



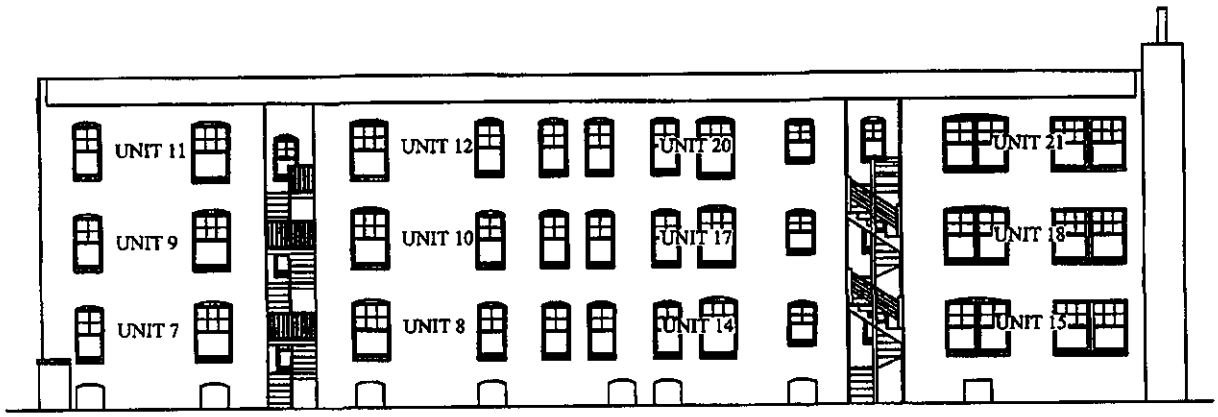
SCALE 1" = 30'

JOB NO. 200-334-127(AB1)
GRID BOOK: 81 PAGE: 51

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



EAST ELEVATION
BUILDING 1



WEST ELEVATION
BUILDING 1

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.-507 LAND SURVEYOR CHRIS E DORNER

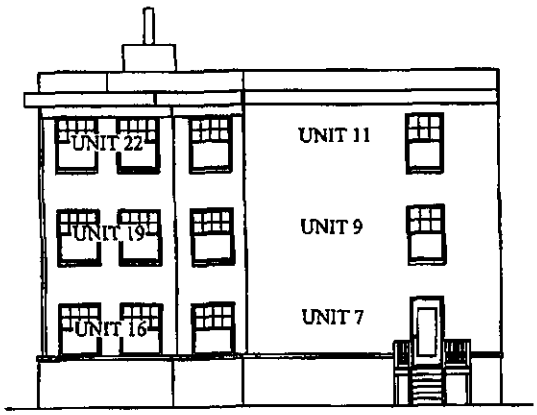
JULY 13, 2005
DATE

CHRIS E. DORNER
NEBRASKA RLS 507

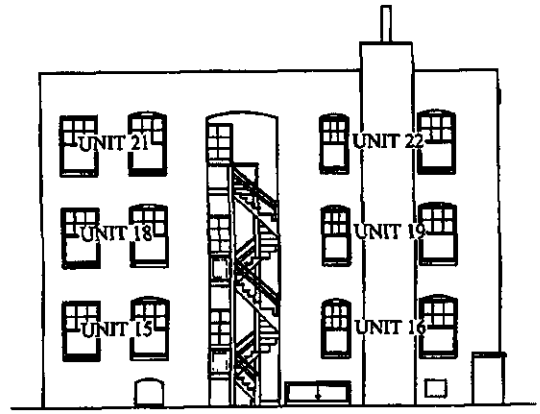
SHEET 1 OF 4

200334127.DWG

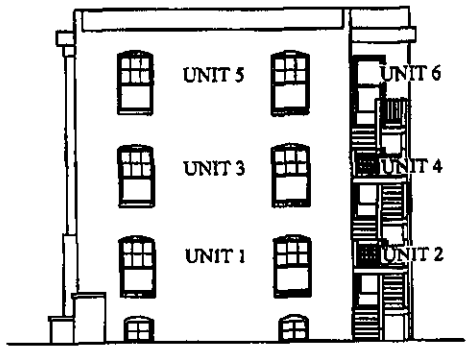
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



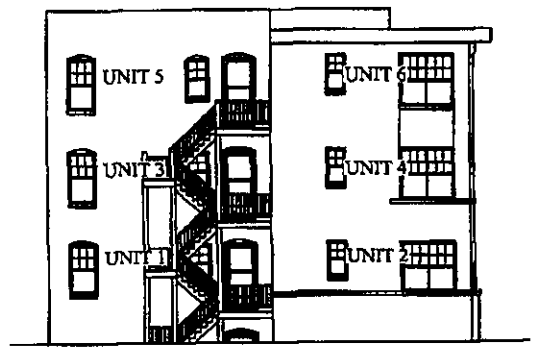
NORTH ELEVATION
BUILDING 1



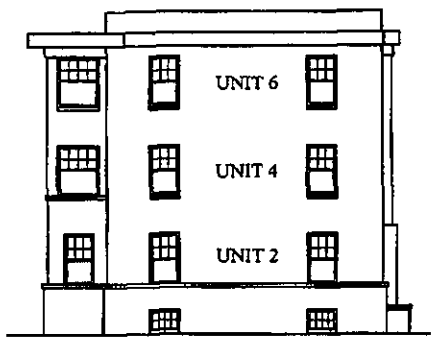
SOUTH ELEVATION
BUILDING 1



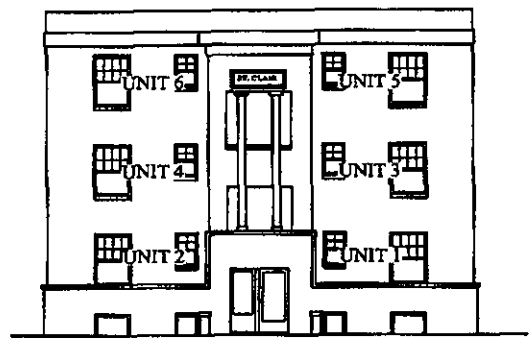
SOUTH ELEVATION
BUILDING 2



EAST ELEVATION
BUILDING 2



NORTH ELEVATION
BUILDING 2

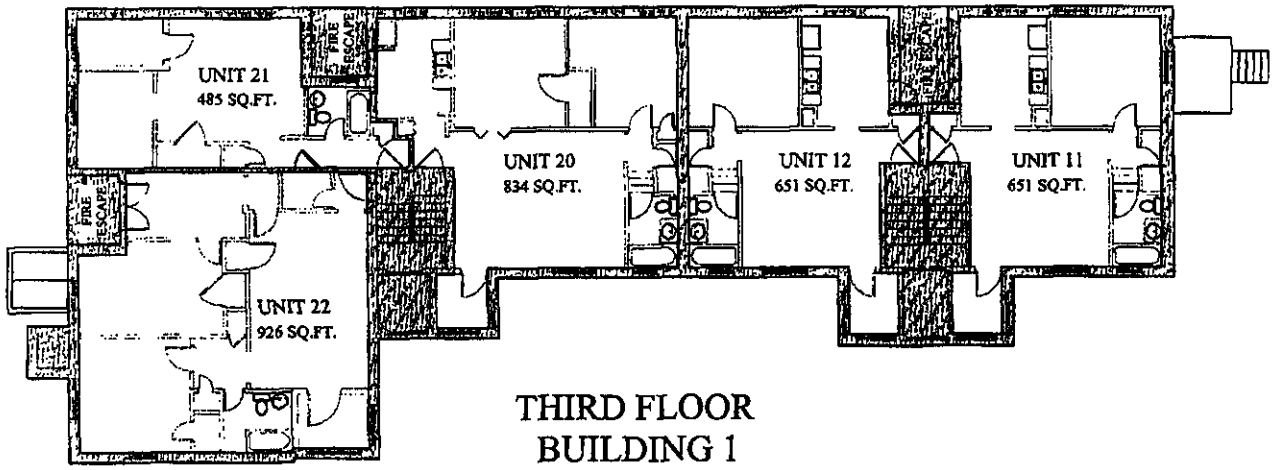


WEST ELEVATION
BUILDING 2

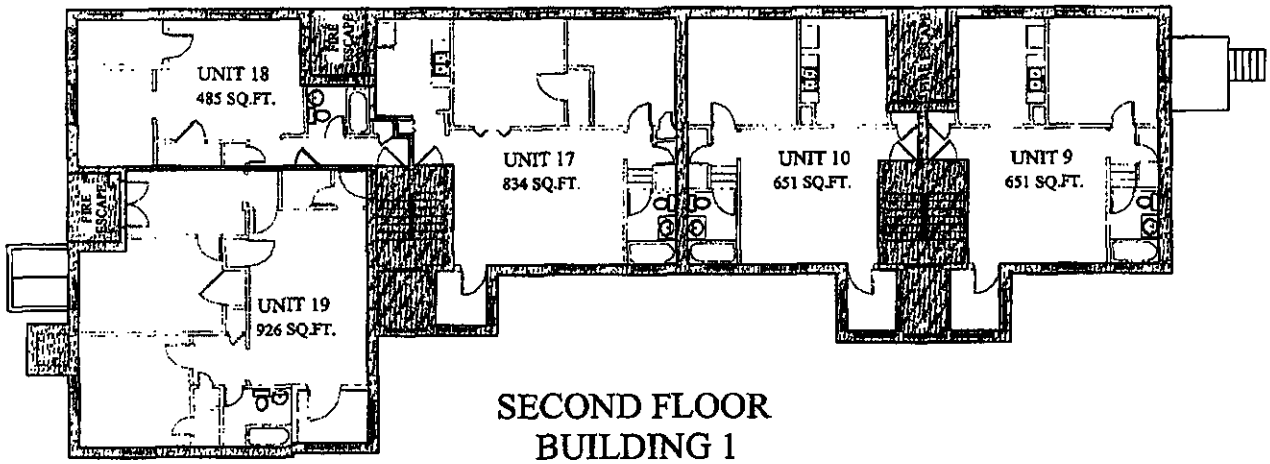
SHEET 2 OF 4

200334127.DWG

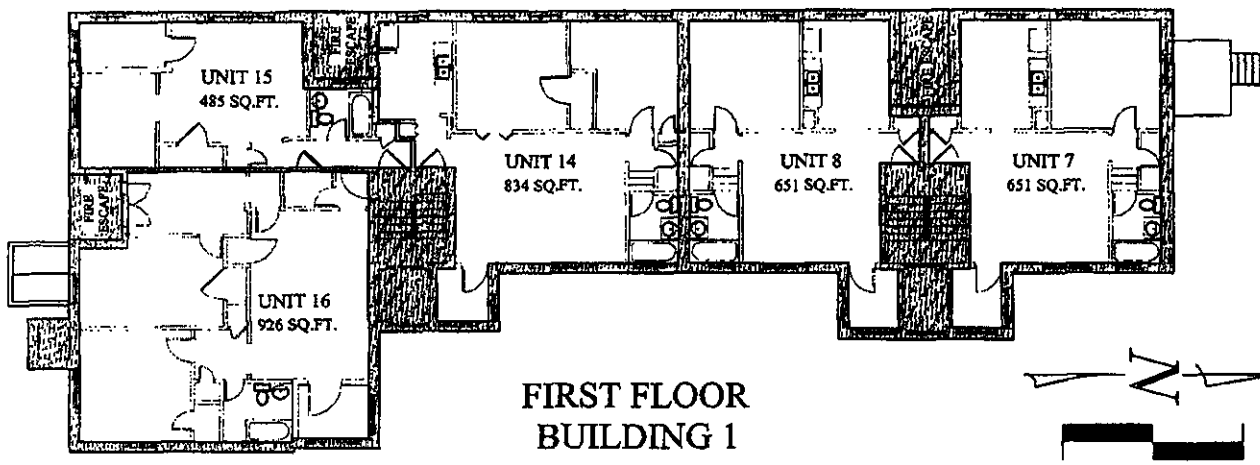
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



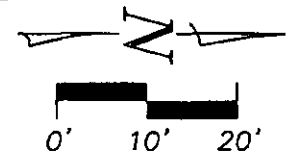
THIRD FLOOR
BUILDING 1



SECOND FLOOR
BUILDING 1



FIRST FLOOR
BUILDING 1



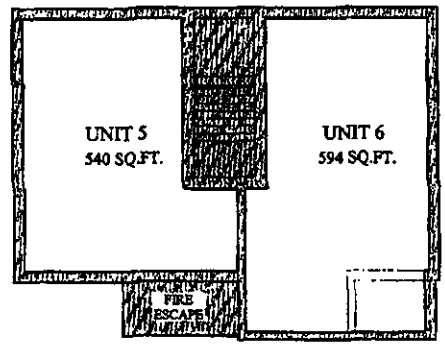
SCALE IN FEET

COMMON AREA

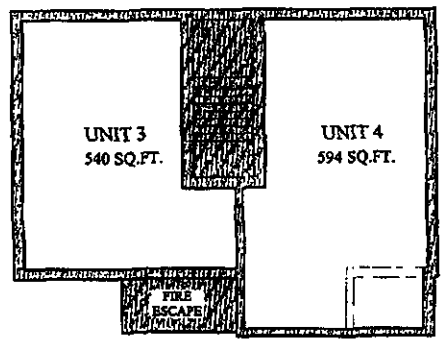
SHEET 3 OF 4

200334127.DWG

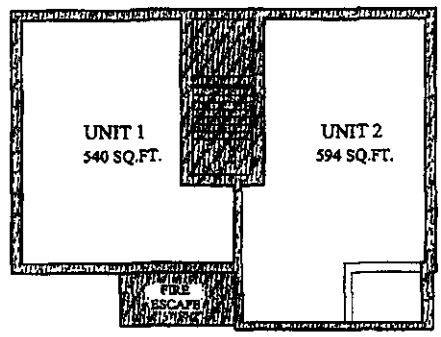
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



THIRD FLOOR
BUILDING 2

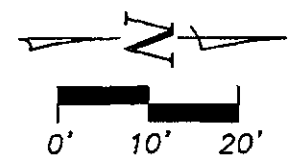


SECOND FLOOR
BUILDING 2



FIRST FLOOR
BUILDING 2

COMMON AREA



SCALE IN FEET

200334127.DWG

SHEET 4 OF 4

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

ATTACHMENT 3
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

Percentage of Ownership

Identifying Number	Percentage Interest
Unit 1	3.85%
Unit 2	4.23%
Unit 3	3.85%
Unit 4	4.23%
Unit 5	3.85%
Unit 6	4.23%
Unit 7	4.64%
Unit 8	4.64%
Unit 9	4.64%
Unit 10	4.64%
Unit 11	4.64%
Unit 12	4.64%
Unit 14	5.94%
Unit 15	3.45%
Unit 16	6.59%
Unit 17	5.94%
Unit 18	3.45%
Unit 19	6.59%
Unit 20	5.94%
Unit 21	3.45%
Unit 22	6.59%

MISC 2005135212

OCT 26 2005 13:39 P 15

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/26/2005 13:39:55.82
2005135212

Return to: Scott A. Meyerson, STINSON MORRISON HECKER LLP, 1299 Farnam St., #1501, Omaha, NE 68102

(Above Space Reserved for Register of Deeds)

Document Title:	Amendment to Declaration of Condominium for St. Clair Condominiums (n/k/a St. Clare Condominiums)
Document Date:	October 25, 2005
Grantor Name:	The Condos at St. Clare LLC f/k/a The Condos at St. Clair 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

Misc 15 / 45

a

- new -

FEE 97.50 FB 23-36801-old

BKP _____ C/O _____ COMP 83

DEL _____ SCAN _____ FV _____

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

ST. CLARE CONDOMINIUMS
(f/k/a St. Clair Condominiums)

October 25, 2005
The Condos at St. Clare LLC f/k/a The Condos at St. Clair LLC
2313 & 2315 Harney St.
Omaha, Nebraska 68102

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
ST. CLARE CONDOMINIUMS
(f/k/a St. Clair Condominiums)

THIS AMENDMENT TO DECLARATION ("Amendment") is made this 25th day of October, 2005 by The Condos at St. Clare LLC f/k/a The Condos at St. Clair LLC, 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 August 12, 2005 Declarant filed a Declaration with the Register of Deeds of Douglas County, Nebraska at Instrument No. 2005099390 (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 St. Clare Condominiums:

c. Association – St. Clare Condominium Association (hereinafter referred to as the "Association") a Nebraska not-for-profit corporation.

d. Building – The structures located on the Property containing twenty-four (24) Units.

h. Condominium – The condominium created by the Declaration and formerly known as the St. Clair Condominiums, is now known as the St. Clare Condominiums.

i. Declarant – The Condos at St. Clare LLC f/k/a The Condos at St. Clair LLC, or any person, firm or corporation to whom The Condos at St. Clare LLC f/k/a The Condos at St. Clair LLC transfers its rights prior to the time when all Units in the Condominium have been sold.

o. 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. § 76-846 of the Act, as such drawings may be amended from time to time by amendments thereto.

r. Unit or Condominium Unit – A physical portion of the Condominium designated for separate ownership or occupancy and identified as Units 100, 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 2001, 2002, 2101, 2102, 2201, 2202, 2301 and 2302 the boundaries of which are delineated on Attachment 2 hereto and further described in the Declaration. The Unit numbers and designations in the Declaration are hereby superseded pursuant hereto. A Unit includes (i) all lath, furring, wallboard, plasterboard, plaster, paneling, wallboard, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces in the Unit, (ii) all spaces, non-load bearing walls, interior partitions and other fixtures and improvements located within the boundaries of the Unit, and (iii) all utilities systems connecting from the breaker panel and running into the Unit.

C. UNITS

Section 2 of the Declaration shall be revised as follows:

2.1 The Declarant is obligated to construct twenty-four (24) Units.

D. OWNERSHIP OF THE COMMON ELEMENTS AND COVENANT AGAINST PARTITION

Section 3 of the Declaration shall be revised to include the following:

3.1. 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 the Declaration or in accordance with the provisions of the Act.

E. ASSOCIATION OF UNIT OWNER; DECLARANT CONTROL

Section 6 of the Declaration shall be revised to include the following:

6.5 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 twenty-four (24).

F. 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.

G. 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.

The Condos at St. Clare LLC f/k/a The Condos at St. Clair LLC

By: _____
Ryan Barry, Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 26th day of October, 2005 before me appeared Ryan Barry to me personally known, who, being by me duly sworn, did say that he is the Manager of The Condos at St. Clare LLC f/k/a The Condos at St. Clair LLC and acknowledged that he executed the foregoing instrument in 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.

SCOTT A. MEYERSON
General Notary
State of Nebraska
My Commission Expires Apr 17, 2008

Notary Public

My commission expires

CONSENT OF MORTGAGEE

The undersigned, First Westroads Bank, a national bank, 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 Declaration, hereby consents to the recording of said Declaration and 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 and the Exhibits appended thereto.

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: TIMOTHY F. DONNELLY
Title: SENIOR VICE PRESIDENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 25TH day of October, 2005 before me appeared TIMOTHY F. DONNELLY to me personally known, who, being by me duly sworn, did say that he is the SENIOR V. P. of First Westroads Bank, a national bank, and that said instrument was signed and sealed in 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.

_____
Notary Public

My commission expires:
9/25/06

GENERAL NOTARY - State of Nebraska
SCOTT W. WEDERGREN
My Comm. Exp. Sept. 25, 2006

ATTACHMENT 1
TO
AMENDMENT TO DECLARATION OF CONDOMINIUM

Legal Description of the Property

Sub Lot 7 of Lot 7, and the West 15 Feet of Sub Lot 3 of Lot 8, in Capitol Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except that part taken for the widening of Harney Street; said premises being also described as the South 148.1 feet, more or less, of said Sub Lot 7 of Lot 7 and the West 15 Feet of the South 147.1 feet, more or less, of said Sub Lot 7 of Lot 7 and the West 15 feet of the South 147.1 feet of Sub Lot 3 of Lot 8, all in Capitol Addition, An Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

And

Units 1 thru 12, inclusive and Units 14 thru 22, inclusive, St. Clair Condominium, pursuant to the Declaration of Condominium for St. Clair Condominiums dated August 9, 2005, and filed August 12, 2005, at Instrument No. 2005099390 of the Records of Douglas County, Nebraska.

ATTACHMENT 2
TO
AMENDMENT TO DECLARATION OF CONDOMINIUM

Condominium Plat and Plans

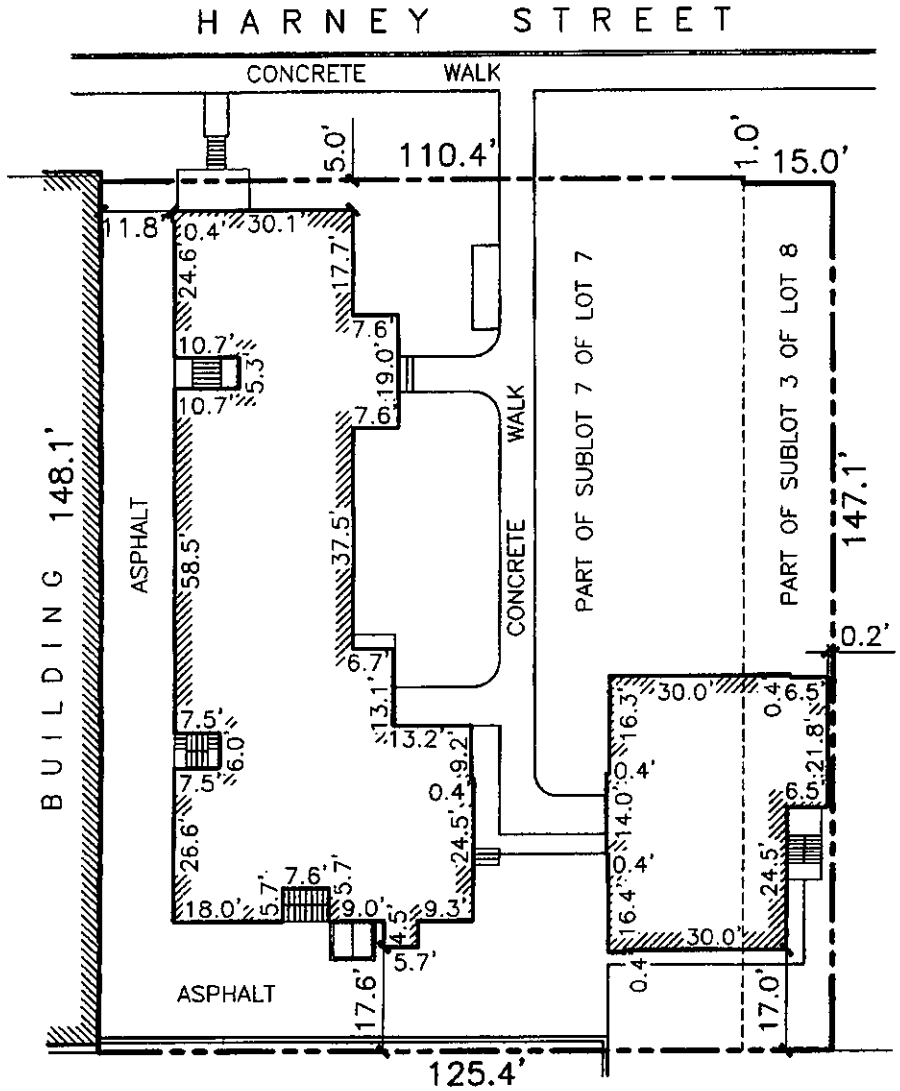
[See attached]

ST. CLARE CONDOMINIUM

THIS DRAWING SHOWS THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS ON SUB LOT 7 OF LOT 7, AND THE WEST 15 FEET OF SUB LOT 3 OF LOT 8, IN CAPITOL ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART TAKEN FOR THE WIDENING OF HARNEY STREET; SAID PREMISES BEING ALSO DESCRIBED AS THE SOUTH 148.1 FEET, MORE OR LESS, OF SAID SUB LOT 7 OF LOT 7 AND THE WEST 15 FEET OF THE SOUTH 147.1 FEET OF SUB LOT 3 OF LOT 8, ALL IN CAPITOL ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

NEBRASKA REGISTERED L.S.-507 LAND SURVEYOR CHRIS E DORNER

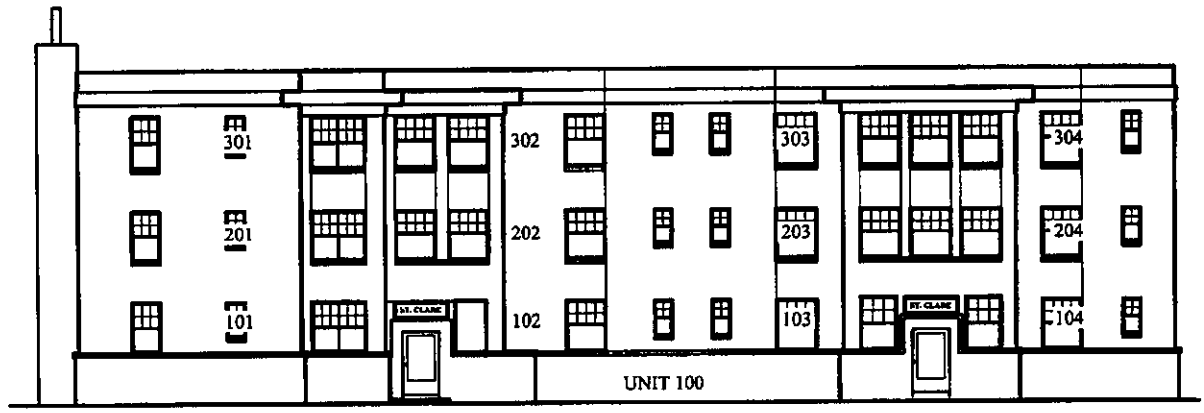
JULY 13, 2005
CHRIS. E DORNER,
NEBRASKA RLS 507



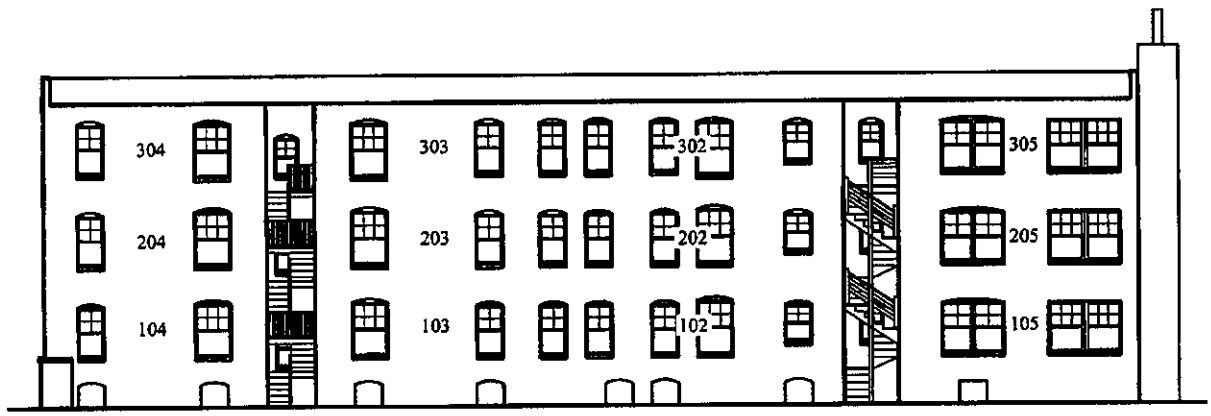
SCALE 1" = 30'

JOB NO. 200-334-127(AB1)
GRID BOOK: 81 PAGE: 51

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

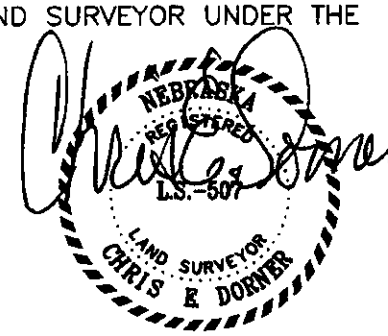


EAST ELEVATION
BUILDING 1



WEST ELEVATION
BUILDING 1

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.



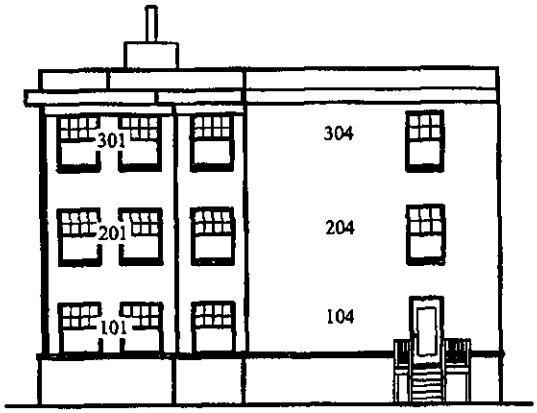
JULY 13, 2005
DATE

CHRIS E. DORNER
NEBRASKA RLS 507

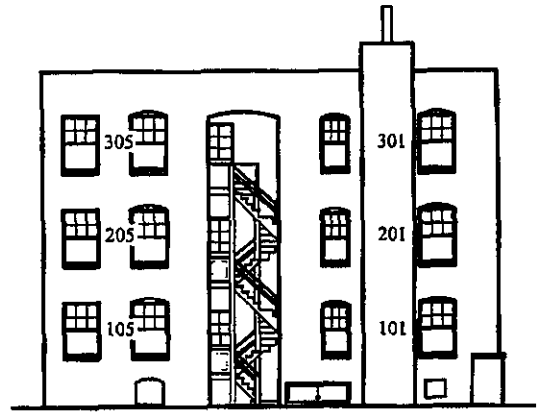
SHEET 1 OF 4

200334127.DWG

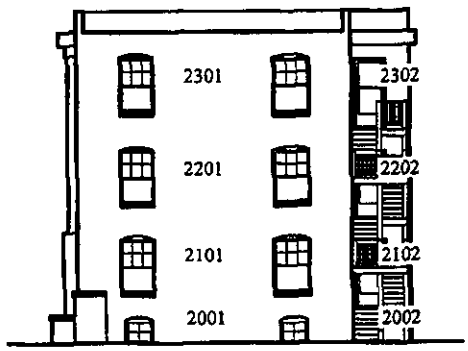
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



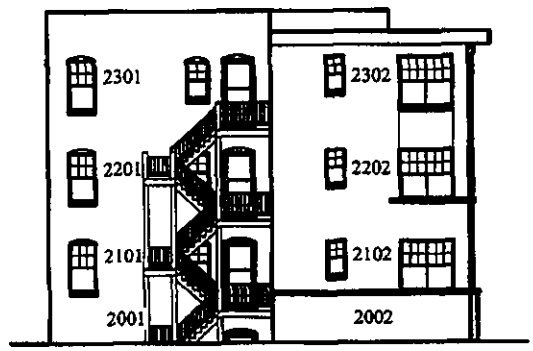
NORTH ELEVATION
BUILDING 1



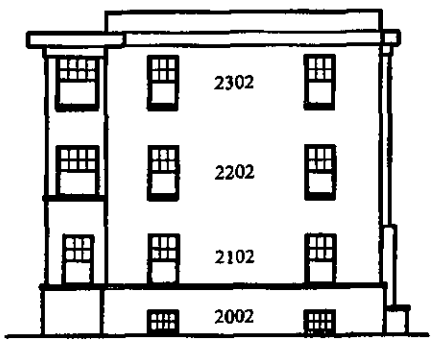
SOUTH ELEVATION
BUILDING 1



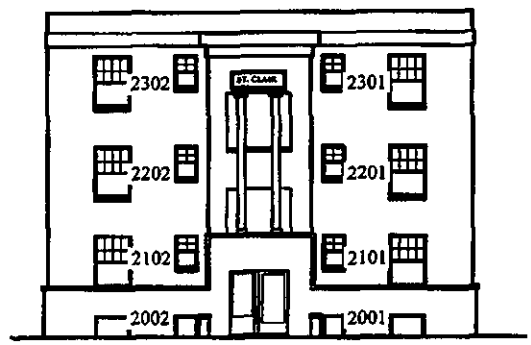
SOUTH ELEVATION
BUILDING 2



EAST ELEVATION
BUILDING 2



NORTH ELEVATION
BUILDING 2

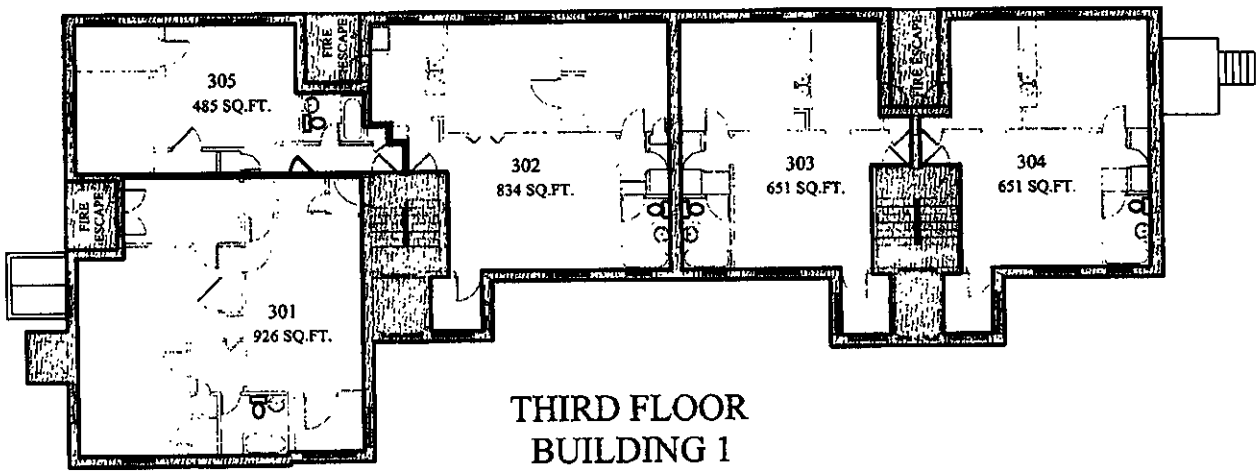


WEST ELEVATION
BUILDING 2

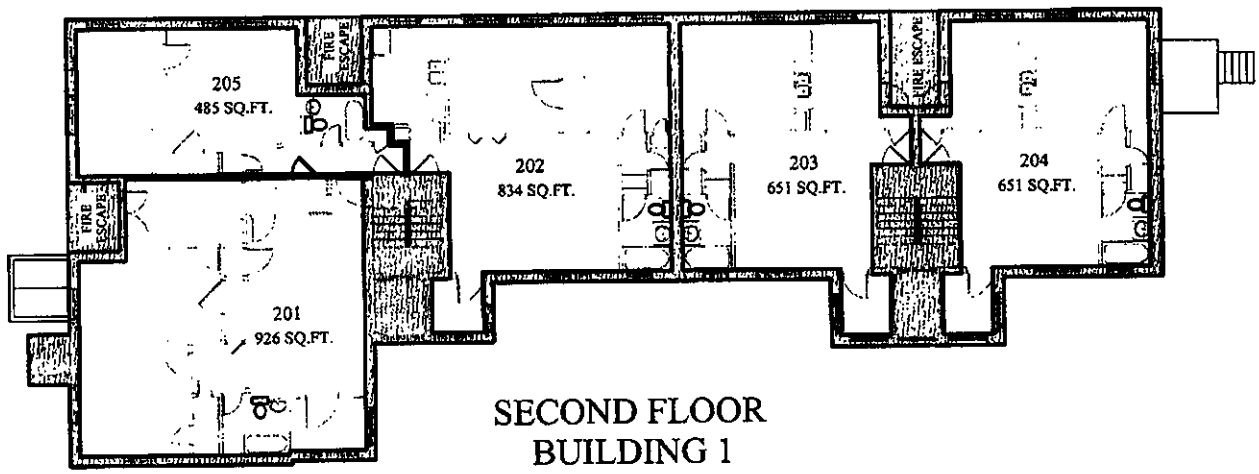
SHEET 2 OF 4

200334127.DWG

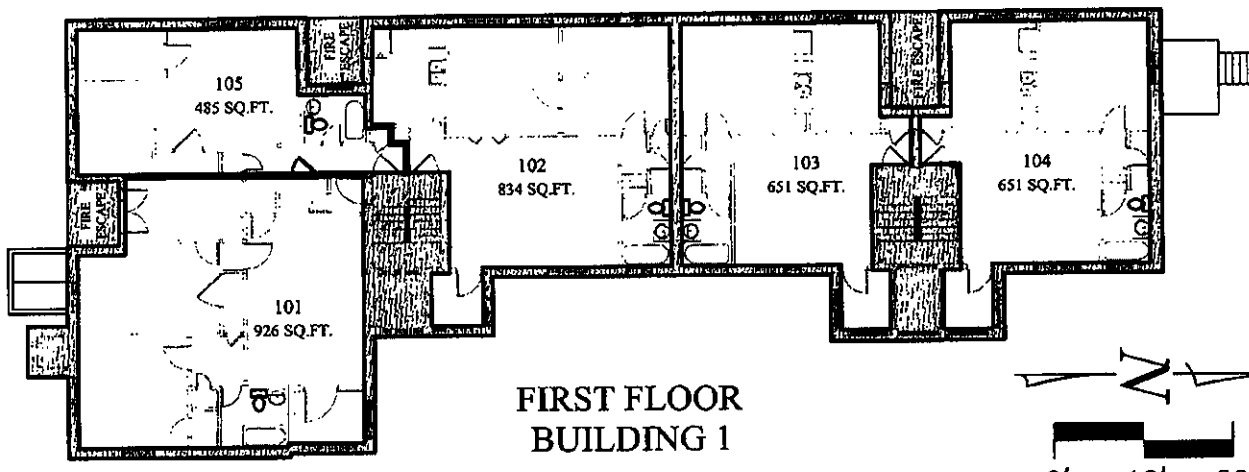
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



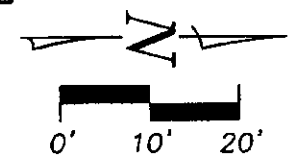
THIRD FLOOR
BUILDING 1



SECOND FLOOR
BUILDING 1



FIRST FLOOR
BUILDING 1



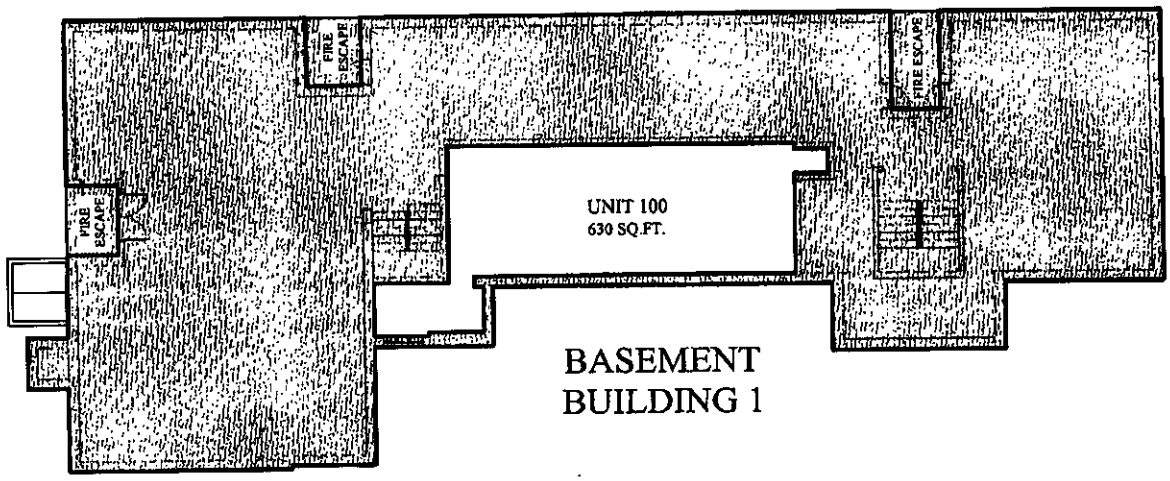
SCALE IN FEET

COMMON AREA

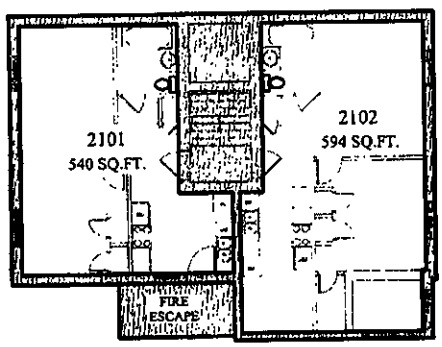
SHEET 3 OF 4

200334127.DWG

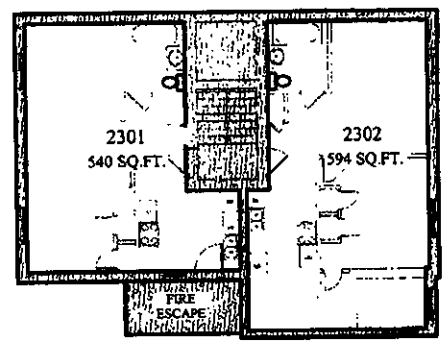
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



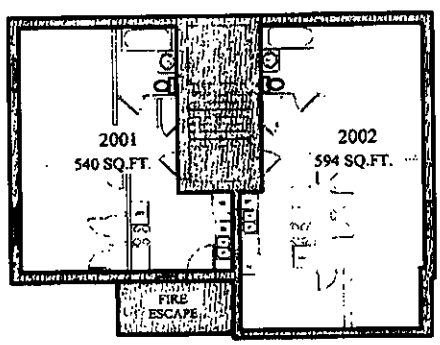
BASEMENT
BUILDING 1



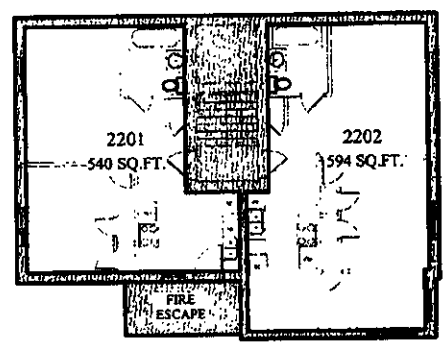
FIRST FLOOR
BUILDING 2



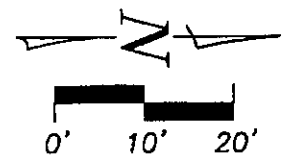
THIRD FLOOR
BUILDING 2



BASEMENT
BUILDING 2



SECOND FLOOR
BUILDING 2



SCALE IN FEET

COMMON AREA

SHEET 4 OF 4

200334127.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 100	3.99%
Unit 101	5.86%
Unit 102	5.28%
Unit 103	4.12%
Unit 104	4.12%
Unit 105	3.07%
Unit 201	5.86%
Unit 202	5.28%
Unit 203	4.12%
Unit 204	4.12%
Unit 205	3.07%
Unit 301	5.86%
Unit 302	5.28%
Unit 303	4.12%
Unit 304	4.12%
Unit 305	3.07%
Unit 2001	3.42%
Unit 2002	3.76%
Unit 2101	3.42%
Unit 2102	3.76%
Unit 2201	3.42%
Unit 2202	3.76%
Unit 2301	3.42%
Unit 2302	3.76%
TOTAL	**100%**