

MASTER DEEDCREATINGBRENTWOOD BY-THE-LAKE CONDOMINIUM PROPERTY REGIME III

THIS MASTER DEED AND DECLARATION, made this 1st day of May, 1983, by MID-CONTINENT ENTERPRISES, INC., a Nebraska corporation, (hereinafter called "Declarant"), for itself, its successors, grantees and assigns.

I. PURPOSE AND NAME.

The purpose of this Master Deed is to submit the lands herein described and the improvements built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Property Act"), and the name by which this condominium is to be identified is Brentwood By-The-Lake Condominium Property Regime II.

II. INVOLVED PROPERTY.

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

Lot Fifteen (15), in Brentwood Third
Subdivision in the City of Grand Island,
Hall County, Nebraska.

Appurtenant to that real estate is one share of the corporate stock of Brentwood Lake, Inc., a Nebraska corporation, which share of stock shall be transferred to Brentwood By-The-Lake Condominium Owners Association, Inc., simultaneously with the recording of this Master Deed. All expense of the maintenance of the lake and other expenses of Brentwood Lake, Inc. shall be paid by that Association and allocated to the condominia in the same manner as other Association expenses.

III. DEFINITIONS.

Except as hereinafter noted, the definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the By-Laws, attached hereto as Exhibit "B", and by this reference incorporated herein.

a. "Suite" shall mean and include: The enclosed space of the two residential living units shown on Exhibit "A" hereto and identified thereon as Suites by number; all airspace in rooms, attics; air-conditioning compressors or units; permanent gas, charcoal burning or electric barbecue grills, screening, window glass, exterior and interior doors, but shall not include structural walls, common walls, interior walls, roofs, floors and ceilings, except for the unit-side surfaces thereof, which shall be included in the definition "Suite".

b. "Condominium" shall mean the entire condominium project including all buildings, land, and other improvements upon the land as set forth in this Master Deed as a part of the condominium regime.

c. "General Common Elements" shall include: The land on which the buildings stand, including all of the surrounding lands embraced within the legal description specified in Article II above; the foundations, roofs and

main walls including the exterior surfaces of all buildings and garages except for screening, window glass, exterior doors and garage doors; exterior water taps which may be used by the Owners Association for watering and maintenance of common areas and yards and gardens, drives, walks, parking areas, utility building, and all parts of the property and improvements which are not located within the "Suites" or denoted as "limited common elements" as shown on the plan which is Exhibit "C" hereto. General common elements shall also include all installations and the space necessary therefor of any central services to be provided up to each suite or garage including electric wiring, plumbing, telephone wiring and flues.

d. "Limited Common Elements" shall include patios and stoops.

e. "Owner" shall mean co-owner as defined in the Condominium Act.

f. "Association" shall mean the Brentwood By-The-Lake Condominium Owners Association, Inc., a Non-Profit Nebraska Corporation.

IV. DESCRIPTION OF REGIME.

The condominium consists of one (1) building which is built on crawl space and does include basements. The building is one (1) story in height. The building will contain two (2) suites which may only be used for residential purposes.

The Regime also includes attached automobile garages, yard area and landscaping. The total floor area of the building (excluding garages) aggregates 7,652.42 square feet and the total land area of the Regime aggregates 19,183.27 square feet. Said buildings and improvements together with their location on the land and the area and location of each Suite are more particularly described in the plan which is attached hereto as Exhibit "A".

V. EXTERIOR REPAIR.

Each owner shall be responsible for the repair, maintenance and replacement of all exterior doors, including garage doors and the mechanical operators thereof appurtenant to said owner's suite or garage; it being understood that the only association maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any owner fails to repair, maintain or replace the exterior portions of his suite as set forth in this Master Deed and the By-Laws described below, the Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his unit in like manner as a delinquent assessment for common element expense.

VI. VALUES.

The basic value of each suite and garage separately with the percentage which each suite shall share in the expenses of and the rights in the common elements are as follows:

<u>Suite No.</u>	<u>Description</u>	<u>Area</u>	<u>Suite Value (Each)</u>	<u>Share Common Expenses (Each)</u>	<u>No. of Votes (Each)</u>
5	2 BR 2 Bath	9796.12	\$10,000.00	50%	1
6	2 BR 2 Bath	9387.15	\$10,000.00	50%	1

Section 7: Annual Board Meeting.

The annual meeting of the members of the Board of Administrators shall be held immediately following the annual meeting of the Association, at such time and place as shall be fixed by the Association at the meeting at which such Board of Administrators shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Administrators in order legally to constitute such meeting, providing a majority of the whole Board of Administrators shall be present thereat.

Section 8. Special Board Meetings.

Special meetings of the Board of Administrators may be called by the President upon five (5) business days' notice to each member of the Board, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Administrators shall be called by the President or Secretary in like manner and like notice on the written request of at least three (3) members of the Board of Administrators, unless there are less than three (3) members, in which event, upon the written request of the one or two remaining.

Section 9. Waiver of Notice.

Any member of the Board of Administrators may, at any time, waive notice of any meeting of the Board of Administrators in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Administrators at any meeting of the Board shall constitute a waiver of notice to him of the time and place thereof. If all the members of the Board of Administrators are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum.

At all meetings of the Board of Administrators, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Administrators present at a meeting at which a quorum is present shall constitute the decision of the Board of Administrators. If at any meeting of the Board of Administrators there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 11. Fidelity Bonds.

The Board of Administrators may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation.

No member of the Board of Administrators shall receive any compensation from the Association for acting as such, except that members shall receive reimbursement for expenses actually incurred by them as Administrators.

Section 13. Liability of Administrators.

The members of the Board of Administrators shall not be liable to the suite owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board of Administrators or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Administrators or the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

Section 14. Expansion of Jurisdiction.

The filing of a Master Deed creating a condominium property regime in Brentwood Third Subdivision, Grand Island, Hall County, Nebraska, shall automatically extend the jurisdiction of this owners association to include the newly created condominium property regime. Upon such extension, the following shall apply:

- (a) The Association's costs of repairs and maintenance and all other expenses shall be allocated to the particular Condominium Property Regime requiring or benefiting from the same. If more than one benefits, then the expense shall be pro-rated between the benefiting Condominium Regimes in proportion to the benefits of each as reasonably determined by the Board of Administrators. The expenses allocated to a particular property regime shall be paid as allocated according to the Master Deed for that Regime.
- (b) The number of votes for the expanded Association shall be the aggregate number of votes in each separate regime making up the Association and at meetings of the expanded Association the rules for a quorum, for determining whether an action shall be taken, for election of the members of the Board of Administrators and all other purposes shall be as is provided in these By-Laws, construed on the expanded number of aggregate votes.
- (c) When only one regime is affected by a decision of the expanded Association then the Board of Directors may but shall not necessarily be required to, seek the approval of only the owners in that affected regime.

ARTICLE IV. OFFICERS.Section 1. Designation.

The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall from time to time deem necessary. Any person may hold two or more offices, but no one person shall hold the offices of President and Secretary simultaneously. Members of the Board of Administrators may also be officers. The President may be elected from the members of the Board of Administrators.

Section 2. Election.

The officers of the Association shall be elected annually by a majority vote of the Board of Administrators at the annual Board meeting, and shall hold office at the pleasure of the board.

Section 3. Removal.

Upon the affirmative vote of a majority of the Board in attendance at an annual or special meeting, any officer may be removed, with or without cause, and his successor shall be elected thereat.

Section 4. President.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Administrators. He shall have all of the general powers and duties which are incident to the office of President of a non-profit corporation, including but not limited to, the power to appoint committees from among the suite owners from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administrators shall appoint some other member of the Board of Administrators to act in place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administrators or by the President.

Section 6. Secretary.

The Secretary shall take the minutes of all meetings of the Association and of the Board of Administrators, and shall keep same at the principal office of the Association unless otherwise instructed by the Board of Administrators; he shall have charge of such books and papers as the Board of Administrators may direct; and he shall, in general, perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Nebraska.

Section 7. Treasurer.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Administrators, or the managing agent, in such depositories as may from time to time be designated by the Board of Administrators, and he shall, in general, perform all the duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Nebraska.

Section 8: Compensation.

Compensation of officers shall be fixed by the Board of Administrators and shall be reasonable compensation considering the duties of the office. Any Administrator who is also an officer shall not have a vote in the setting of compensation for the office or offices held by said Administrator.

Section 9. Agreements, Contract, Etc.

All agreements, checks, contracts and other instruments shall be signed by two officers of the Association or by such other person or persons as may be designated by the Board of Administrators.

ARTICLE V. BUDGET AND ASSESSMENTS.Section 1. Budget.

The Board of Administrators shall adopt a budget for each fiscal year, beginning on April 1st and ending on the next March 31st, which shall include the estimate of funds required to defray common expenses in the coming fiscal year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacements, and reserves to provide a working fund or to meet anticipated losses, and such sums as needed to make up any deficit in the common expense assessments for prior years. The budget shall be adopted in March of each year in advance of the coming fiscal year and copies of the budget and the annual assessments for each suite shall be sent to each suite owner on or before the April 1st beginning of the fiscal year for which the budget is made.

Budgets may be amended during a current fiscal year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be mailed to each suite owner prior to the effective date of such increase or decrease.

Section 2. Annual Assessments.

The first annual assessment shall be levied against each suite and the owner thereof on April 1, 1984 or April 1 of the next fiscal year after relinquishment of control of the Association by Developer, whichever shall last occur. The annual assessment shall be divided as evenly into twelve (12) monthly payments as possible with the first payment to include the remainder after division. These monthly payments shall become due and payable upon the 1st of April and the 1st of each month thereafter during the fiscal year. Annual assessments for each fiscal year thereafter shall be levied and shall become due and payable in the same manner. Annual assessments to be levied against each suite and the owner thereof shall be computed according to such suite's share of the total annual budget for the fiscal year based upon the percentage of such suite's basic value as set forth in Paragraph IV of the Master Deed.

Because insurance, repair and maintenance and other direct costs are chargeable to the condominium which benefits from them, the suites in different condominiums may not have equal amounts of assessments.

Section 3. Interim Assessments.

Until April 1, 1984, or until the first levy of annual assessments according to Section 2 of Article V, after the Developer shall relinquish control of the Association, the following interim assessments shall be due and payable on the first day of each calendar month:

<u>Suite Number</u>	<u>Interim Assessment (Per Month)</u>
3	\$75.00
4	\$75.00

The first interim assessment shall accrue, as to a purchaser of a suite from Developer upon the first day of the next calendar month following the date of closing. Interim assessments shall become due and payable upon the first day of each calendar month.

Section 4. Increases in Interim Assessments.

Interim assessments in the amounts shown in Section 3 of Article V shall not be increased more than five percent (5%) during the first year after the filing of the Master Deed, and during each succeeding year thereafter, interim assessments may not be increased more than ten percent (10%) above the level of the immediately preceding year.

Section 5. Special Assessments.

Special assessments may be assessed and levied against each suite in addition to the annual or interim assessments provided for above, during any assessment year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement of the common element including fixtures and personal property, subject to the owner approval provisions of the Master Deed and these By-Laws. Where no provision is applicable, the discretion of the Board of Administrators shall control.

Special assessments shall be due and payable thirty (30) days after the assessment is levied against the owners and notice thereof has been given, and special assessments not paid within thirty (30) days thereafter shall be treated according to the interest and lien provisions hereafter.

Section 6. Escrow of Assessments.

The Administrators of the Association may arrange to have all assessments in Section 4 or Section 5 of Article V paid to an escrow fund to be held and managed by a bank or savings and loan association.

Section 7. Personal Assessment Liability.

Each suite owner or, if more than one, owners, jointly and severally, shall be personally liable for the payment of assessments under the preceding Sections. Upon the expiration

of thirty (30) days from the due date of an assessment, if said assessment remains unpaid, the Association may bring suit against the owner or owners of said suite for recovery of the same. If the assessment is a monthly installment of an annual assessment, the default in payment of one installment when due, may, at the option of the Association, cause the remainder of the installments due for that annual period to become immediately due and payable. The defaulting suite owner shall be liable for the unpaid assessment or assessments, interest thereon from the due date to the date paid at the highest legal rate, and attorney fees and expenses incurred in the collection of the same. No proceeding to collect defaulted assessments pursuant to this Section shall constitute a waiver of the lien of the Association against said defaulting owner's suite nor a waiver of the right of the Association to foreclose thereon.

The grantee of a suite shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grantor conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor, provided, however, that upon payment of a reasonable fee and upon written request, any such prospective grantee shall be entitled to a statement from the Board of Administrators, or the Manager, in the form set forth in Section 9 of Article V, which shall be conclusive upon the Association in favor of all persons relying thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within fifteen (15) days of such request, then such grantee shall not be liable for, nor shall the condominium suite conveyed be subject to a lien for any unpaid assessments accruing prior to the date of such request.

The provisions set forth in this Section shall not apply to the initial sales and conveyances of the condominium suites made by the Developer, and such sales shall be free from all assessments to the date of conveyance.

Section 8. Assessment Lien.

If any suite owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the suite owner in his suite and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the suite and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than thirty (30) days after the due date shall bear interest at the highest legal rate from the due date until paid. The delinquency of one installment of an annual assessment shall cause all remaining installments, at the option of the Association, to immediately become due and payable. The Board of Administrators shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney fees, in an action to recover the same brought against such suite owner, or by foreclosure of the lien on such suite granted by Section 76-817 of the Condominium Act. In any action brought by the Board of Administrators to foreclose a lien on a suite because of unpaid assessments, the suite owner shall be required to pay a reasonable rental for the use of his suite, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Administrators,

acting on behalf of all suite owners, shall have power to purchase such suite at the foreclosure sale, and to acquire, hold, lease, mortgage, vote the votes appurtenant, to convey or otherwise deal with the same. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Section 9. Statement of Unpaid Assessments.

Upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), and upon the written request of any owner, prospective purchaser or of any mortgagee of a condominium suite, the Board of Administrators, or the Managing Agent, shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject suite, the amount of the current periodic assessment and the date that such assessment became due, any penalties due, and credit for advance payments or for prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

Section 10. Nonwaiver.

The omission or failure to timely fix any assessments or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owners from their obligation to pay the same.

ARTICLE VI. INSURANCE.

Section 1. Coverage.

The Board of Administrators shall obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire condominium building (but not including furniture, decoration, ornaments, furnishings or other personal property owned by the individual suite owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation, and which shall contain a standard non-contributory mortgage clause in favor of each mortgagee of a condominium suite which shall provide that the loss, if any, hereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Administrators hereinafter set forth in Section 1 of Article X; public liability insurance in such limits as the Board of Administrators may from time to time determine, covering the Association, each member of the Board, the Managing Agent, agents and employees of the Association and each suite owner; and such additional coverage as the Board of Administrators may from time to time determine is appropriate. Such public liability coverage shall also cover cross liability claims of one insured against the other.

Certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of suites at least ten (10) days prior to expiration of the then current policies. The cost of such policies shall be a common expense and shall be allocated to each property regime as provided in these By-Laws.

The Board of Administrators shall determine, at least annually, the replacement value of the condominium buildings and, in so doing, may employ such experts as the Board may feel necessary.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including mortgagees.

Section 3. Insurance by Suite Owners.

Suite owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation, provided, further, that no suite owner shall have the right to insure any of the common elements individually.

Insurance coverage on furnishings and other items of personal or other property belonging to an owner and public liability coverage within each suite or garage shall be the sole and direct responsibility of the suite owner thereof, and the Board of Administrators and the Association shall have no responsibility therefor.

ARTICLE VII. MAINTENANCE AND ALTERATIONS.

Section 1. Maintenance.

The suite owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings, and floors (including carpeting, tile, wallpaper, paint or other covering) as well as all fixtures, utilities, wiring, plumbing and appliances, located within such owner's suite. An owner shall not be responsible for repair to common elements by casualty, unless such casualty is due to the act or negligence of the owner, his guests, invitees or tenants. All common element maintenance, including lawn maintenance and snow removal, repairs and replacements to the general common elements, shall be made by the Association and be charged to all the suite owners as a common expense, unless such maintenance, repair or replacement is necessitated by the negligence, misuse or neglect of a suite owner, in which case, such expense shall be charged to such suite owner.

Section 2. Alterations by Suite Owners.

No suite owner shall make any structural addition, alteration or improvement in or to his suite, or the limited common elements pertaining thereto, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.) without the prior written consent thereto of the Board of Administrators. The Board of Administrators shall have the obligation to answer any written request by a suite owner for approval of a proposed structural addition, alteration or improvement in such owner's suite within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Administrators to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any suite shall be executed by the Board of Administrators only, without, however, incurring any liability on the part of the Board of Administrators or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or

to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 2 shall not apply to suites owned by the Developer until such suites shall have been initially sold by the Developer and paid for.

Section 3. Alterations or Enlargement of Common Elements by Association.

There shall be no enlargement of the common elements nor addition thereto if such enlargement or addition shall cost more than Five Thousand Dollars (\$5,000.00) during any single fiscal year, unless and until such a proposal is approved in writing by owners holding at least seventy-five percent (75%) of the members of the Association.

ARTICLE VIII. RESTRICTIONS AND RESERVATIONS.

Section 1. Use Restrictions.

In order to provide for congenial occupancy of the Condominia and for the protection of the value of the suites, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) The suites shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees, and licensees.
- (b) The common areas and facilities, including the limited common areas and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the suites.
- (c) No nuisances shall be allowed on any Regime nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of any Regime.
- (d) No improper, offensive or unlawful use shall be made of any Regime or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Regime shall be corrected, by and at the sole expense of the suite owners or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Condominium Regime.
- (e) The Board of Administrators shall have authority to proscribe the storage of fuel, explosives, chemicals and any other material it deems hazardous in suites or garages.

Section 2. Rules of Conduct.

Rules and regulations concerning the use of the suites, the garages and the common areas and facilities, including

the limited common areas and facilities, may be promulgated and amended by the Board of Administrators. Copies of such rules and regulations shall be furnished by the Board of Administrators to each suite owner prior to the time when the same shall become effective.

Section 3. Right of Access.

A suite owner shall grant a right of access to his suite or garage to the manager and/or managing agent and/or any other person authorized by the Board of Administrators, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his suite or garage and threatening another suite or garage or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other facilities in his suite or garage or elsewhere in the Buildings, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the suite or garage owner. In case of an emergency, such right of entry shall be immediate, whether the suite or garage owner is present at the time or not.

Section 4. Abatement and Enjoining of Violations.

The violation of any rule or regulation adopted by the Board of Administrators or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board of Administrators the right, in addition to any other rights set forth in these By-Laws:

- (a) To enter into the suite or garage in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting suite or garage owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty in any manner of trespass.
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- (c) To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly of all or any rights or privileges of membership or any other disciplinary action directed by the Board of Administrators.

ARTICLE IX. MORTGAGES.

Section 1. Notice to Board of Administrators.

A suite owner who mortgages his suite shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators. The Board shall maintain such information in a book entitled "Mortgages of Suites".

Section 2. Notice of Default.

The Board of Administrators, when giving notice to a suite owner of a default in paying assessments or other default, shall send a copy of such notice to each holder of

VII. COVENANTS, CONDITIONS AND RESTRICTIONS.

The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and shall be binding upon all grantees, devisees, mortgagees and any other persons who use the property, including the persons who acquire the interest of any owner through foreclosure, enforcement of any lien or otherwise:

a. The Brentwood By-The-Lake Condominium Owners Association, Inc., a Nebraska Non-Profit Corporation, has been incorporated to provide a vehicle for the management of the condominium and each additional Condominium Property Regime that is created in Brentwood Third Subdivision. The owner of each suite in each of such condominiums shall automatically be deemed a member of the Association upon the filing of the Master Deed creating each condominium. The By-Laws of said Association are also the By-Laws of this condominium property regime and are attached hereto as Exhibit "B". After more than one condominium property regime is created in Brentwood Third Subdivision, the expenses of the Association shall be allocated as provided in Article III, Section 14 of those By-Laws.

b. All general common elements are for the use and enjoyment of all owners. The limited common elements are for the exclusive use of the owner of the suite or suites to which they are appurtenant, his family, guests, servants and invitees. The ownership of the common elements shall remain undivided, and no person or owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish rules and regulations for the use of the common elements, and all owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for alterations, improvements, repairs and maintenance of the common elements. The share of an owner in the common elements is appurtenant to his suite and inseparable from suite ownership. Assessments against owners for insurance, common element expenses and reserves, and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within thirty (30) days after the date when due shall not bear interest, but all sums not paid within said thirty (30) day period shall bear interest at the highest legal rate from due date until paid. If any owner shall fail or refuse to make any payment of such assessments when due, the amount thereof, plus interest, shall constitute a lien upon the owner's interest in his suite and in the property, and upon the recording of such lien by the Association in the Register of Deeds of Hall County, Nebraska, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the suite and except prior duly recorded mortgage and lien instruments.

c. Each owner shall be responsible:

(1) To maintain, repair and replace, at his expense, all portions of his suite or garage which are not included in the definition of common elements, except as set forth in Article V, above.

(2) To maintain and repair and replace as necessary all utilities within that owner's suite or garage and any damage to the common utilities caused by use within that suite or garage.

a mortgage covering such suite whose name and address has theretofore been furnished to the Board of Administrators.

Section 3. Examination of Books.

Each suite owner and each mortgagee of a suite shall be permitted to examine the books of account of the Association at reasonable time, on business days, but not more than once every three (3) months without just cause.

ARTICLE X. DESTRUCTION, DAMAGE OR OBSOLESCEMENT

ASSOCIATION AS ATTORNEY-IN-FACT.

Section 1. Association Attorney-in-Fact.

These By-Laws, as a part of the Master Deed, hereby made mandatory and irrevocable the appointment of the Association as attorney-in-fact to deal with the property and any insurance proceeds upon the damage of the property, its destruction, obsolescence, repair, construction, improvement and maintenance, all according to the provisions of this Article X. Title to any condominium suite is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Developer or from any owner as grantor shall constitute and appoint the Association his true and lawful attorney in his name, place and stead for the purpose of dealing with the property upon its damage or destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a suite owner which is necessary and appropriate to exercise the powers granted in this Article. Repair and reconstruction of the improvements, as used in the succeeding Sections of this Article means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each suite and the general and limited common elements having substantially the same vertical and horizontal boundaries as before.

Section 2. Damage and Destruction -- Repair and Reconstruction Mandatory.

In the event of any damage or destruction due to fire or other disaster, which damage or destruction is determined by the Board of Administrators to be less than sixty-six and two-thirds percent (66 2/3%) of the total replacement cost, not including land, of the building containing the condominium suites in any Regime, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, and the Association shall have full authority to deal with insurance proceeds in such repair and reconstruction.

In the event that insurance proceeds are insufficient to repair and reconstruct the improvements, the Association shall levy a special assessment to provide an amount sufficient to conduct said repair and reconstruction along with insurance proceeds. Such assessment shall be levied and collected according to Section 5 of Article V.

Section 3. Damage or Destruction -- Repair and Reconstruction Optional.

In the event of damage or destruction due to fire or other disaster, which damage or destruction is determined by

the Board of Administrators to be sixty-six and two-thirds percent (66 2/3%) or more of the total replacement cost of the building containing the condominium suites in any Regime, not including land, the Board shall forthwith, within thirty (30) days of the occurrence of said damage or destruction, call a special member's meeting for the purpose of presenting to the suite owners the alternative of repair and reconstruction or sale, pursuant to Sections 4 or 5 of Article X. At such meeting, the Board shall present estimates of repair and reconstruction costs, the amount of insurance proceeds available, the projected necessity for, and amount if any, of special assessments necessary to cover any deficiency in insurance proceeds, the projected sale price of the property as is, and projected distribution of all funds, including insurance proceeds, should the owners choose sale rather than repair and reconstruction. In arriving at such figures to be presented to the owners, the Board may employ such experts as deemed advisable. After presentation of all relevant financial information available to the Board, the owners of the suites in the affected Regime shall be required to adopt unanimously either a plan of repair and reconstruction or a plan of sale. If such unanimous affirmative vote of said owners is not obtained, the Board of Administrators of the Association may adopt a plan of sale binding upon all owners. Any plan so adopted must subsequently be approved in writing by the first mortgagees of record as of the date of adoption of the plan.

Section 4. Plan of Repair and Reconstruction -- Damage or Destruction.

In the event that a plan of repair and reconstruction is adopted by the owners and subsequently approved by the first mortgagees, as above set forth, the Board of Administrators shall forthwith proceed to repair and reconstruct the improvements as set forth in Section 2 of Article X.

Section 5. Plan of Sale -- Damage or Destruction.

In the event that a plan of sale is adopted by the owners and subsequently approved by the first mortgagees, as above set forth, or in the event that a plan of repair and reconstruction is adopted by the owners but is not approved by the required number of first mortgagees of record within sixty (60) days from the adoption of the plan, then the Board of Administrators shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice with the Register of Deeds of Hall County, Nebraska, by the Association's President and Secretary or Assistant Secretary, the entire remaining premises shall be offered for sale and sold by the Association pursuant to the provisions of this Article, as attorney-in-fact for all of the owners, free and clear of the provisions contained in the Master Deed, the Articles of Incorporation and these By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each owner's interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium suites. Each such account shall be in the name of the Association, and shall be further identified by the condominium suite designation and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condo-

minium suite represented by such separate account. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property and any available funds of the Association. Such apportionment shall be based upon each condominium suite owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, as set forth in Section 8 of Article X.

Section 6. Condemnation.

In the event of a taking by condemnation or eminent domain of all or part of the common area, the award made shall be paid to the Board of Administrators. If owners of the suites in the Condominium Property Regime do not, within sixty (60) days from the date of the award, unanimously approve the use of the proceeds from the award for use in repairing, expanding or restoring the common area, the Board of Administrators shall forthwith disburse the net proceeds of the award for the same purpose and in the same order as is provided in Section 8 of Article X.

Section 7. Power of Sale.

In the event of sale of the entire Regime pursuant to Section 5 of Article X, or upon adoption of such a plan upon termination of the Condominium Property Regime pursuant to Section 1 of Article XI, or otherwise, the Association shall have all the powers set forth in Article X in dealing with a purchaser or purchasers as attorney-in-fact.

Section 8. Application of Proceeds.

Proceeds received as set forth in the preceding Sections and as applicable to each suite shall be used and disbursed by the Association as attorney-in-fact, in the following order:

- (a) For payment of taxes and special assessments, liens in favor of any assessing entity and the customary expense of sale;
- (b) For payment of the balance of the lien of any first mortgage;
- (c) For payment of unpaid assessments and all costs, expenses and fees incurred by the Association;
- (d) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (e) The balance remaining, if any, shall be paid to the condominium suite owner.

Section 9. No Abatement of Assessments

Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction, remodeling or reconstruction, nor prior to sale of any suite for delinquent unpaid assessments.

ARTICLE XI. TERMINATION OR AMENDMENT.Section 1. Termination.

Except as otherwise provided, owners of all of the suites in any of the Condominia shall have the right to terminate this Condominium Property Regime, subject to the conditions of Section 76-812 of the Condominium Act, by unanimous action. However, before so acting they must give sixty (60) days prior written consent to all of the then members of the Association.

Section 2. Amendment by Members.

There shall be no amendment to these By-Laws unless seventy-five percent (75%) or more of the members of the then Association shall have voted therefor in the affirmative at a special or annual meeting; provided, however, that percentage voting requirements contained in these By-Laws shall not be amended by a lesser percentage vote than that sought to be amended, and provided further that such amendment shall have the approval of more than fifty percent (50%), in number, of the first mortgagees of record in all of the Condominia upon the date of adoption of said amendment.

Section 3. Amendment by Developer.

Anything contained in these By-Laws or in the Master Deed or Articles of Incorporation to the contrary notwithstanding, until December 31, 1984, or until Developer releases control of the Association, whichever first occurs, Developer reserves the right to supplement or amend these By-Laws for clarification, correction or otherwise in the best interests of all suite owners, including Developer; provided that any such supplement or amendment shall be approved by more than fifty percent (50%), in number of all existing first mortgage holders of record, in writing.

ARTICLE XII. RECORDS.Section 1. Records and Audit.

The Board of Administrators or the managing agent shall keep detailed records of the actions of the Board of Administrators and the managing agent, minutes of the meetings of the Board of Administrators, minutes of the meetings of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures. Those records shall also include a separate account for each suite which shall contain the amount of each assessment of common charges against such suite, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Administrators to all suite owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Association, certified by an independent accountant, shall be rendered by the Board of Administrators to all suite owners and to all mortgagees of suites who have requested the same, promptly after the end of each fiscal year. The expense of the certified audit shall be paid by those requesting it unless a majority of the members of the Association vote in favor of a certified audit at a regularly called meeting.

ARTICLE XIII. MISCELLANEOUS.Section 1. Notices.

All notices hereunder shall be sent by registered or

certified mail to the Board of Administrators c/o the Managing Agent, or if there is no Managing Agent, to the office of the Board of Administrators or to such other address as the Board of Administrators may hereafter designate from time to time, by notice in writing to all suite owners and to all mortgagees of suites. All notices to any suite owner shall be sent by registered or certified mail to such address as may have been designated by him from time to time, in writing to the Board of Administrators. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity.

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender.

The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Nonwaiver.

No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, we, being all of the Directors of Brentwood By-The-Lake Condominium Owners Association, Inc., have hereunto set our hands this 1st day of May, 1983.

Shirley R. Wilson
Constance S. Wilson

CERTIFICATION

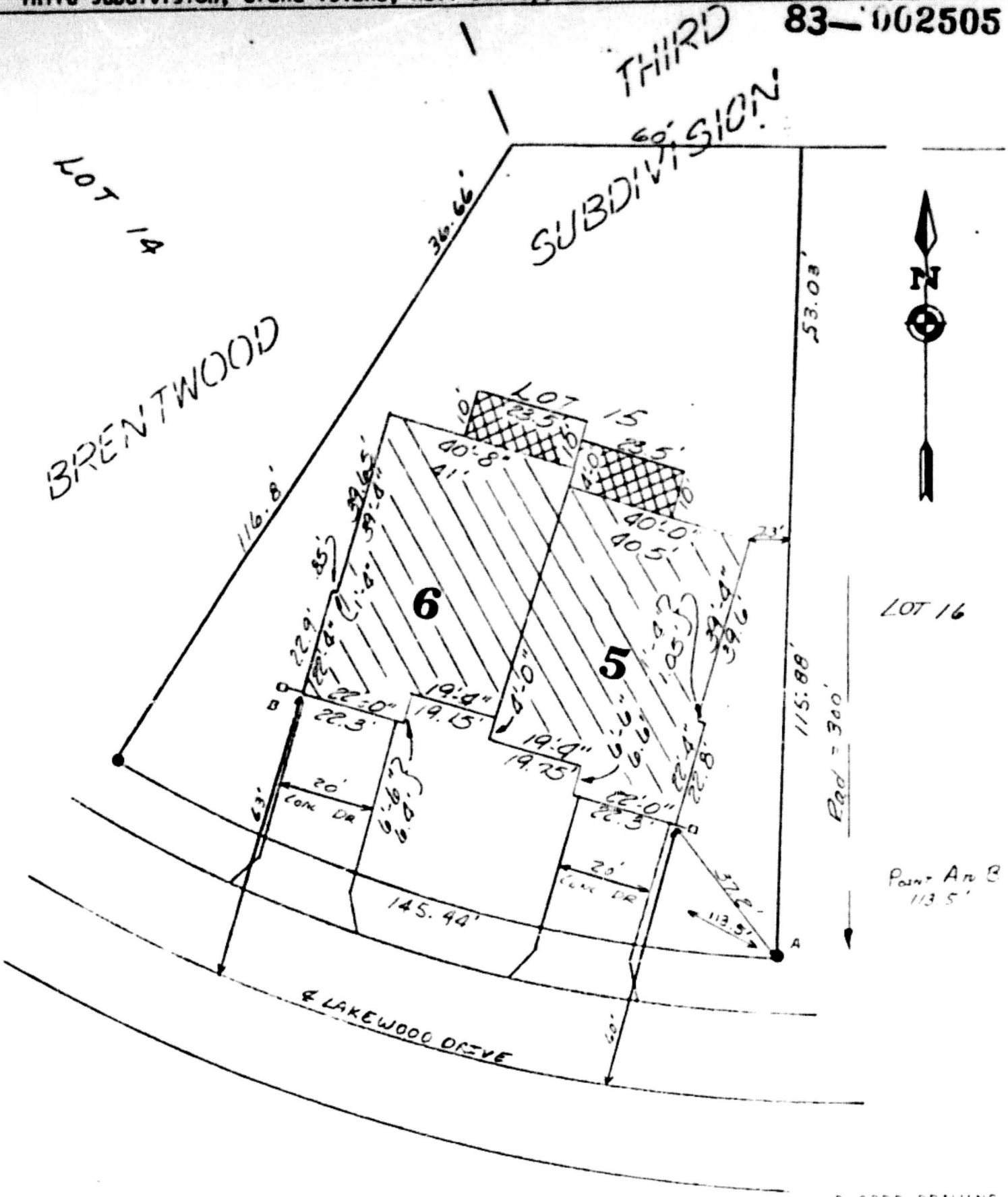
I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Brentwood By-The-Lake Condominium Owners Association, Inc., a Nebraska Non-Profit Corporation, and

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16 day of May, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 16 day of May, 1983.

Shirley R. Wilson
Secretary

83-002505



R. CORD DRAWING

Legend of Symbols

- Corner found
- (0.0'R) Record distance
- 1'-0" PLAN DIMENSIONS
- 1.0' ACTUAL DIMENSIONS
- 5/8" rebar set
- 0.0'M Measured distance

Surveyor's Certificate

I hereby certify that this plat is from an accurate survey to the best of my knowledge and belief.

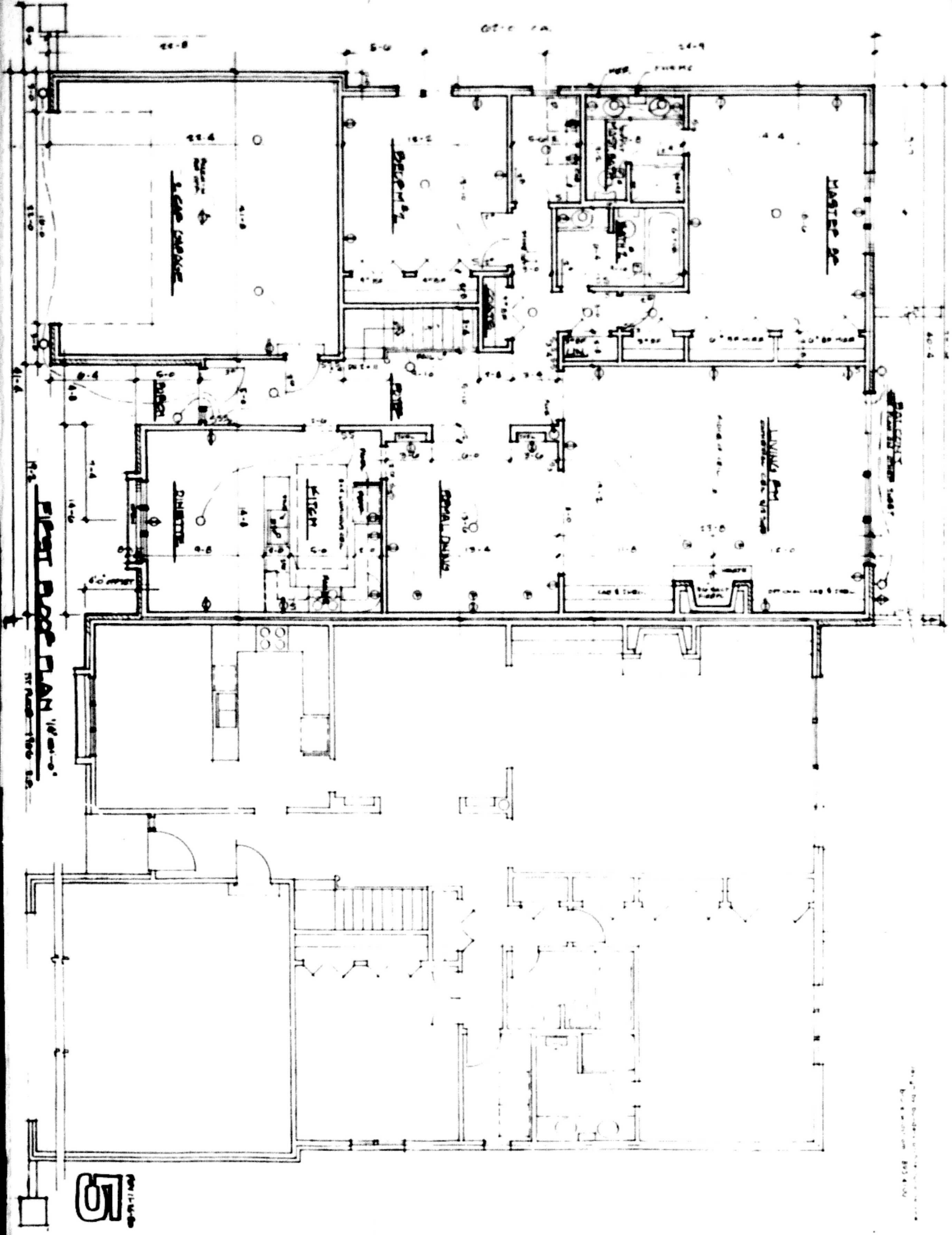
Elbert E. Chrisinger
 Elbert E. Chrisinger

L.S. No. 337



BRADY & ASSOCIATES INC.
 Engineers & Surveyors
 P.O. Box 1072 Grand Island, NE. 68802
 (308)-384-8750

Scale 1" = 30'-0"
 Date 5/18/83
 Proj. No. 466
 Sht. 1 of 1



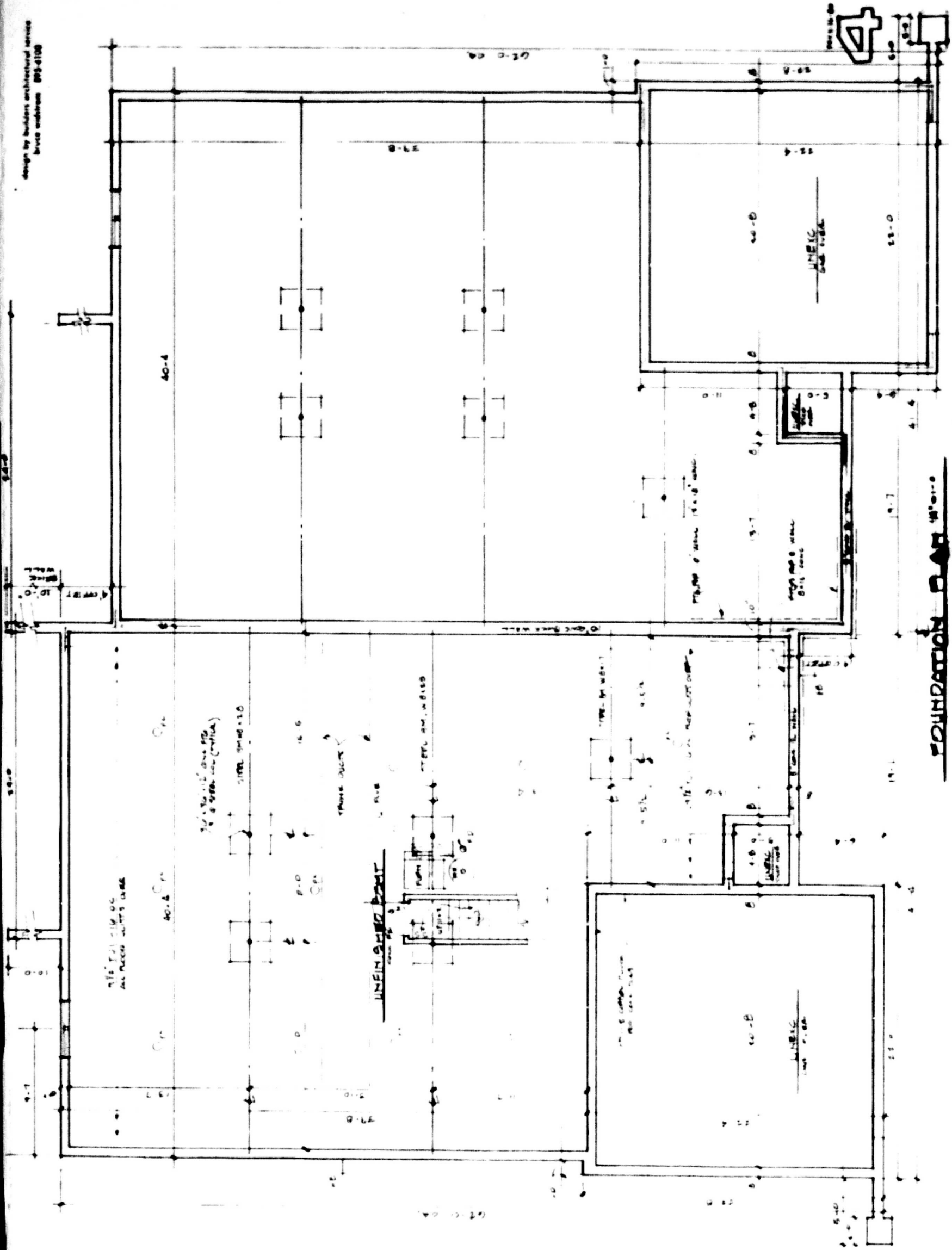
FIRST FLOOR PLAN 10'-0" x 30'-0"
11-10-50

10-15-50

Drawn by: [illegible]
Date: 11-10-50

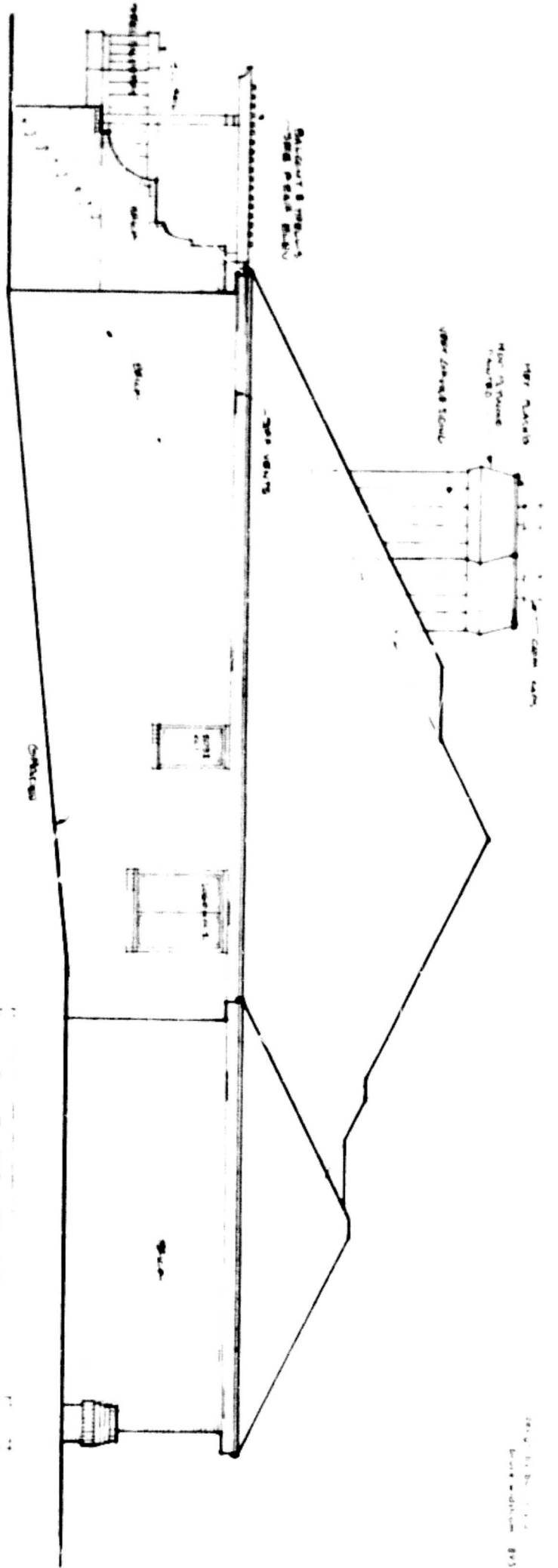
83-002505

design by builders architectural services
bruce webster 893-4100

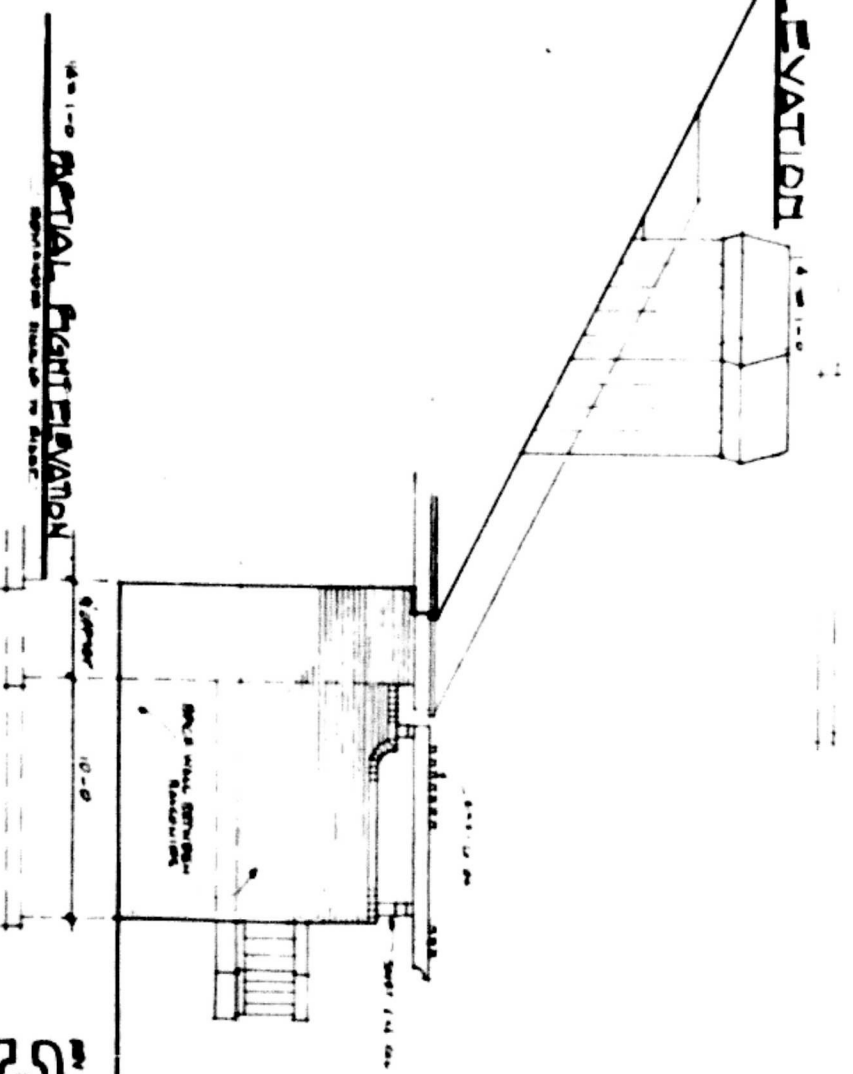


FOUNDATION PLAN

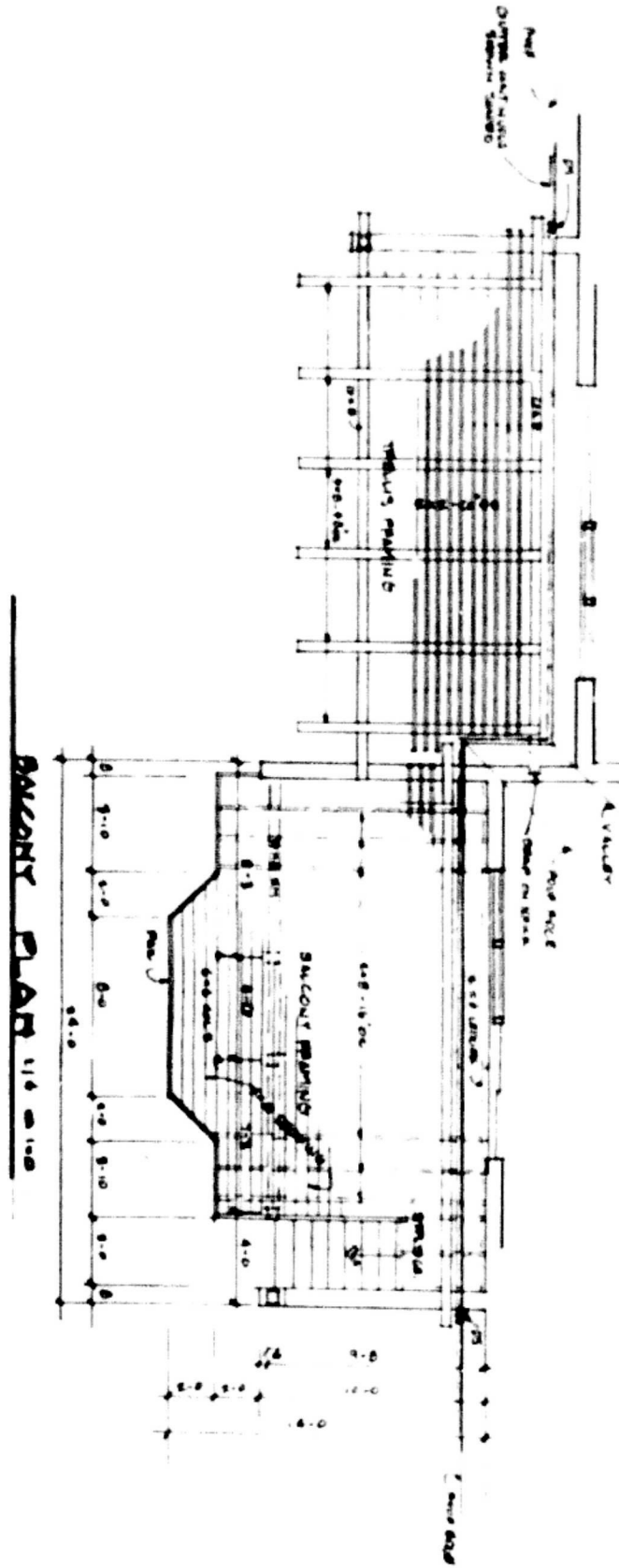
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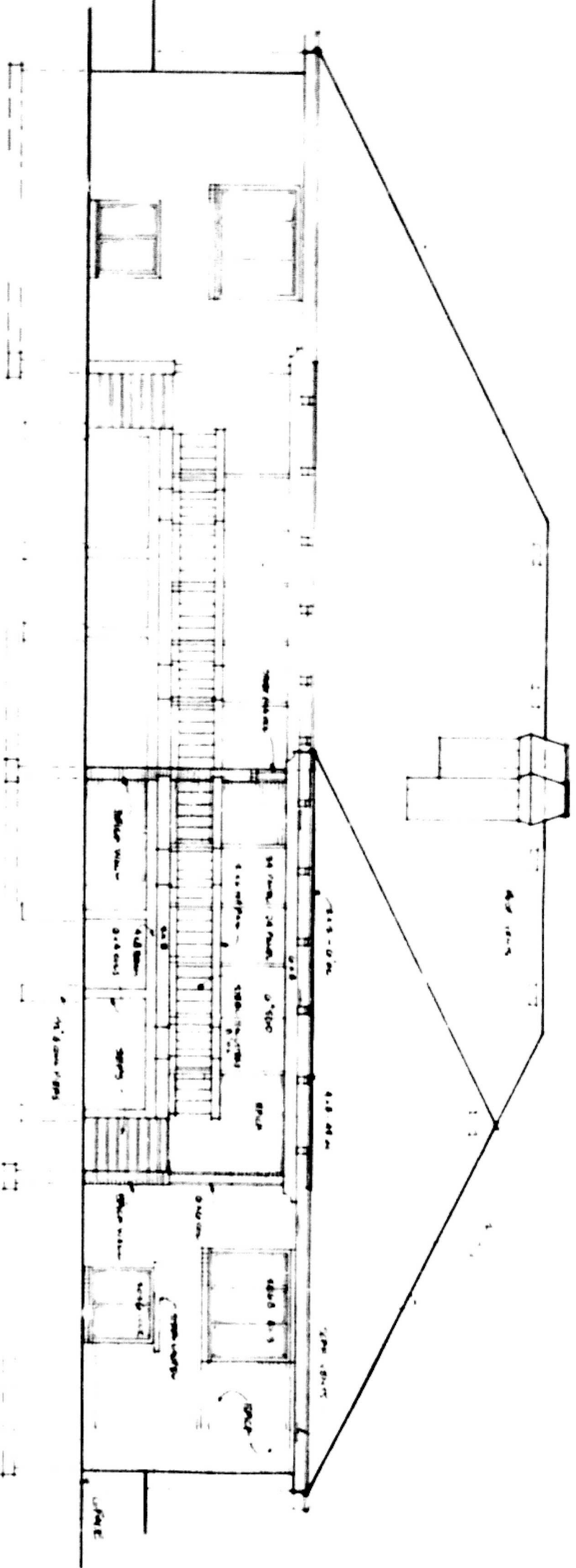
LEFT ELEVATION



3



REAR ELEVATION 1/6 0-11-0



(3) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the suite or garage unless approved by the Association in writing.

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

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

f. The owners of both suites in this condominia may at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed and to the By-Laws and plans attached hereto, or a termination of this condominium property regime; provided, that such modification shall not be binding upon any existing first mortgage holders of record unless said modification has the approval of that mortgage holder; and provided, further, that no termination may be agreed upon without sixty (60) days prior written notice to all the members of the Association.

g. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. Awnings, outside T.V. antenna, storage of boats, campers, trailers or similar items shall all be subject to regulations, restriction, exclusion and special assessment by the Association. Uses of the common elements for other than recreational purposes is prohibited. The keeping of livestock or poultry upon the common elements or in any unit is prohibited. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. Individual garbage cans or trash receptacles are to be permitted outside only in areas designated therefor by the Association. Outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association.

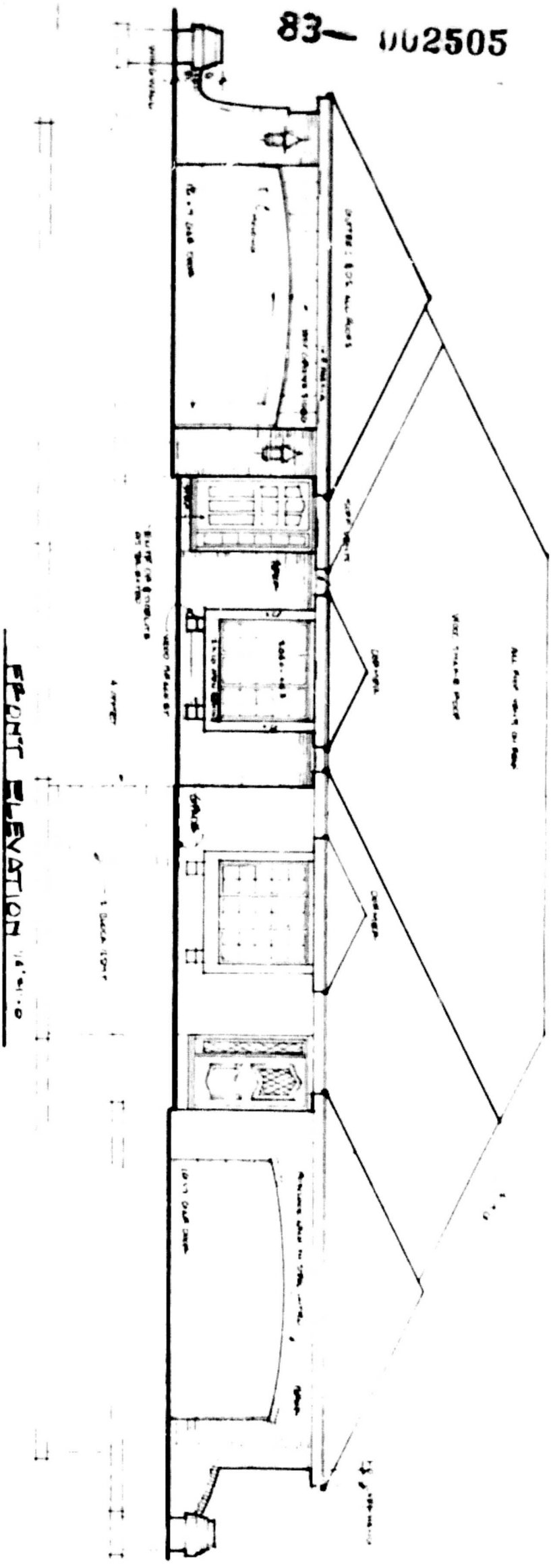
VIII. SEPARATE TAXATION.

Developer shall give written notice to the Hall County Assessor of the creation of the condominium property regime so that each suite or garage, including the undivided interest in the common elements appurtenant thereto, shall be deemed a parcel and subject to separate assessment and taxation.

IX. RESERVATION IN DEVELOPER.

Developer reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership of the property regime and for the best interests of all of the condominium suite or garage owners, including Developer, in order to serve the entire condominium property regime, and to supplement or amend this Declaration or the attached By-Laws until December 31, 1982, or until Developer releases control of the Association,

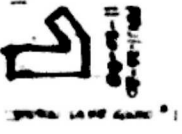
83-002505



FRONT ELEVATION 1/4\"=1'-0"

SPENTWOOD BY THE LANE

1908 DUPLEX



whichever first occurs; provided any such supplement or amendment shall be approved by all existing first mortgage holders of record, in writing.

X. EASEMENTS.

Easements are hereby reserved and granted from and to Developer and each owner of a condominium suite for encroachment if any part of a condominium suite or garage encroaches upon any other suite or garage or the common elements or if any such encroachment shall hereafter occur due to the settling or shifting of a building or for any other reason, or if such building is repaired rebuilt after damage or destruction. The Association shall have an easement in and upon each suite for the performance of repairs upon the common elements and for emergency repairs to any part of the condominium property.

XI. NOTICE AND REQUESTS

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

a. To an owner: At his last-known address on the books of the Association;

b. To the Association: At the registered office of the Association.

Executed the date first above written.

MID-CONTINENT ENTERPRISES, INC.
BY Glenn R. Wilson, Jr.
Glenn R. Wilson, Jr., President

ATTEST:

Constance S. Wilson
Constance S. Wilson, Secretary

STATE OF NEBRASKA ((SS:
COUNTY OF HALL (

On this 16th day of May, 1983, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Glenn R. Wilson, Jr., President of Mid-Continent Enterprises, Inc., A Nebraska Corporation, to me personally known to be the President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.



[Signature]

EXHIBIT "B"

BY-LAWS OF
BRENTWOOD BY-THE-LAKE CONDOMINIUM PROPERTY REGIME III
AND
BRENTWOOD BY-THE-LAKE CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I. BY-LAWS.Section 1. Description.

These are the By-Laws of Brentwood By-The-Lake Condominium Owners Association, Inc., a Nebraska Non-Profit Corporation, with its registered offices at P.O. Box 1365, 2343 Webb Road, Grand Island, Nebraska, 68801. These are also the By-Laws of Brentwood By-The-Lake Condominium Property Regime II, a Nebraska Condominium Property Regime.

Section 2. Seal.

The corporate seal shall bear the name of the corporation and the words "Grand Island, Nebraska, Corporate Seal."

Section 3. Membership.

The corporation has been organized to provide a means of management for Brentwood By-The-Lake Condominia Property Regime in Brentwood Third Subdivision in Grand Island, Hall County, Nebraska. Membership in the Association is automatically granted and restricted to record owners of suites in said Condominia. The votes on behalf of a suite shall be in person by the record owner thereof, or by proxy, but if a suite is owned by more than one person or by a corporation or other entity, such vote shall be cast, or proxy executed, by the person named in a certificate signed by all of the owners of the suite and filed with the Secretary of the Association. Title to suites may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 4. Involved Property.

The property described in Article II of the Master Deed as located in Hall County, Nebraska, has been submitted to the provisions of Sections 76-801 through 76-823, Reissue, Revised Statutes of Nebraska, known as the "Condominium Property Act" by the Master Deed recorded simultaneously herewith in the Office of the Register of Deeds of Hall County, Nebraska, and any and all future condominia property regimes hereafter created by Master Deed from within Brentwood Third Subdivision shall hereinafter be referred to as the "Condominia".

Section 5. Application.

All present and future owners, mortgagees, lessees and occupants of condominia suites and their employees, and any other persons who may use the facilities of the Regime in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a condominia suite shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II. SUITE OWNERS.

Section 1. Annual Association Meetings.

Upon December 31, 1982, or as soon as the Developer, Mid-Continent Enterprises, Inc., shall relinquish control of the Board of Administrators, whichever shall first occur, the first annual meeting of the Association shall be held.

At such meeting, the original Board of Administrators shall resign as members of the Board of Administrators and as officers, and all the members including the Developer shall elect a new Board of Administrators. Thereafter, the annual meetings of the Association shall be held on the 31st day of March of each succeeding year, unless such date shall occur on a Saturday, Sunday, or holiday, in which event the meeting shall be held on the succeeding business day. At such meetings the Board of Administrators shall be elected by ballot of the members in accordance with the requirements of Section 4 of Article III of these By-Laws. So long as the Developer shall own one or more of the suites, the Developer shall be entitled to elect at least one member of the Board of Administrators who shall serve for a term of one year. The Association may transact such other business at such meetings as may properly come before it.

Section 2. Special Members' Meetings.

Special meetings of the Association members may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding a majority of the total basic value of the Condominia using the values set forth in the Master Deeds. Notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business, except that stated in the notice, shall be transacted at the special meeting.

Section 3. Place of Meetings.

Meetings of the Association members shall be held at the registered office of the Corporation or at such other suitable place convenient to the members as may be designated by the Board of Administrators.

Section 4. Notice of Meetings.

It shall be the duty of the Secretary to mail a written notice of each annual or special meeting of the Association at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at their suite address or at such other address as such owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided by this Section shall be considered service of notice.

Section 5. Order of Business.

The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Administrators.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of member of the Board of Administrators (when so required).
- (i) Unfinished business.
- (j) New business.

Section 6. Quorum.

A Quorum for Association meetings shall consist of the presence, in person or by proxy, of suite owners holding a majority of the total basic value of the Condominium Property Regime using the percentages set forth in Paragraph VI of the Master Deed, unless otherwise provided in these By-Laws or the Master Deed.

Section 7. Voting.

The owner or owners of each suite or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such suite at all meetings. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary, by the owner or owners so designating. In instances of other than individual ownership, any or all of such owners may be present at any meeting of the owners and (those constituting a group acting unanimously), may vote or take any other action as an individual owner either in person or by proxy. However, no person may act as proxy for the owner or owners of more than one suite. A fiduciary shall be the voting member with respect to any suite owned in a fiduciary capacity.

Section 8. Majority Vote.

The vote of a majority of the votes represented at a meeting at which a quorum shall be present shall be binding upon all suite owners for all purposes except where in the Master Deed and Declarations or these By-Laws a higher percentage vote is required.

Section 9. Procedure.

The President shall preside over members' meetings and the Secretary shall keep the minute book wherein the resolutions shall be recorded.

Section 10. Adjournment.

If any meeting of the Association cannot be held because a quorum has not attended, a majority in common interest of the suite owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III. BOARD OF ADMINISTRATORS.Section 1. Number and Qualification.

The affairs of the Association and the Condominium Property Regime shall be governed by a Board of Administrators (also called "Directors"), until December 31, 1982, or until the Developer shall relinquish its control by written notice to all owners, whichever shall first occur, and thereafter until their successors shall have been duly elected by the Association. Until then the Developer, Mid-Continent Enterprises, Inc., shall designate all members of the Board of Administrators, officers and employees of the Association. Thereafter, the Board of Administrators shall be composed of not less than five (5) nor more than thirteen (13) persons, all of whom shall be suite owners in the Condominia, unless at the time there are less than five owners in the Condominia.

Section 2. Powers and Duties.

The Board of Administrators shall have the powers and duties necessary for the administration of the affairs of the Association and the Condominia, and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Administrators by the suite owners. Such powers and duties of the Board of Administrators shall include but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the common areas, limited common areas, and facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Regime.
- (c) Collection of the assessments (which for the purpose of these By-Laws shall mean such portion of the common expenses as are payable by the respective owners) from owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the general common areas, limited common areas, and facilities.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of each Condominium Property Regime.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.