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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
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WHEN RECORDED PLEASE RETURN TO:  
Max J. Burbach  
Koley Jessen P.C., L.L.O.  
1125 South 103<sup>rd</sup> Street, Suite 800  
Omaha, NE 68124

### STATEMENT OF AMENDMENT

**THIS STATEMENT OF AMENDMENT** memorializes the amendment to the Master Deed creating the Windsor Place Condominium Property Regime dated October 3, 1986 and recorded on October 31, 1986 in Book 1791, Page 88 of the records of the Register of Deeds of Douglas County, as previously amended, covering the property described on Exhibit "A" attached hereto (collectively, the "**Master Deed**") by the owners (the "**Owners**") of Units, whereby the By-Laws of Windsor Place Condominium Property Regime and Windsor Place Association, Inc. (the "**Association**"), which were initially attached as Exhibit D to the Master Deed, have been amended and restated in their entirety (the "**Bylaws**").

1. In accordance with the provisions of the Master Deed and of the Bylaws, on Sunday, December 6, 2015, at a special meeting called by the President of the Board of Administrators of the Association, and after proper notice of the meeting had been duly provided and timely given, ninety-two-and-one-half percent (92.5%) of the Owners affirmatively voted in person or by proxy to amend and restate the Bylaws in their entirety pursuant to the below-referenced provisions of the Bylaws and Master Deed. In addition, seventy-six-and-one-half percent (76.5%) of the first mortgagees of record approved the amendment and restatement of the Bylaws.

2. The Bylaws state in Article XII, Section 2 that the Bylaws may be amended by the Owners holding seventy-five percent (75%) or more of the Condominium Regime and the approval of more than fifty percent (50%), in number, of the first mortgagees of record upon the date of adoption of said amendment.

3. Article IX, Section (f) of the Master Deed and Article XVI of the Master Deed authorize amendment of the Master Deed by the Owners representing seventy-five percent (75%) or more of the total basic value of the Condominium Regime.

4. The requirements under the Master Deed and the Bylaws to amend the same having been satisfied, the Amended and Restated Bylaws attached hereto as Exhibit "B" supersede and replace, in their entirety, Exhibit D to the Master Deed. The records of the

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meeting and votes of the Owners and mortgagees are available from the Association upon request.

5. In all other respects, the Master Deed is hereby reaffirmed and ratified in its entirety.

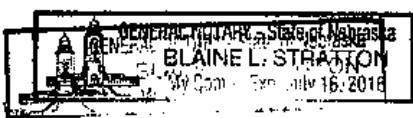
**IN WITNESS WHEREOF**, this Statement of Amendment has been duly executed by the President of the Board of Administrators of the Association as of the 12<sup>th</sup> day of April, 2016.

**WINDSOR PLACE ASSOCIATION, INC.**

By: Michael E. O'Brien  
Name: Michael O'Brien  
Title: President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2016, by Michael O'Brien, President of Windsor Place Association, Inc., a Nebraska non-profit corporation, on behalf of said corporation.



[Signature]  
Notary Public

My Commission expires: 7/16/18



**EXHIBIT "A"**  
**Legal Description**

Lots 24, 25, 26, 27 and 28, Block 9, Creighton's 1<sup>st</sup> Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, and the North 239 feet of the Sub Lot 1 in Tax Lot 28 in Section 28, Township 15 North, Range 13 East, Douglas County, Nebraska, together with the North 239 feet of the vacated alley adjoining the above described tracts.

**EXHIBIT "B"**

**Amended and Restated Bylaws**

**AMENDED AND RESTATED BYLAWS  
OF  
WINDSOR PLACE ASSOCIATION, INC.**

## TABLE OF CONTENTS

	Page
ARTICLE I BYLAWS.....	1
Section 1. Description .....	1
Section 2. Membership .....	1
Section 3. Involved Property .....	1
Section 4. Purposes and Powers .....	1
ARTICLE II OWNERS .....	1
Section 1. Annual Members' Meetings .....	1
Section 2. Special Members' Meetings.....	1
Section 3. Notice of Meetings.....	1
Section 4. Quorum .....	2
Section 5. Voting.....	2
Section 6. Majority Vote .....	2
Section 7. Procedure.....	2
Section 8. Adjournment.....	2
ARTICLE III BOARD OF ADMINISTRATORS .....	2
Section 1. Number and Qualifications .....	2
Section 2. Powers and Duties .....	2
Section 3. Managing Agent and Manager .....	3
Section 4. Election and Term .....	3
Section 5. Removal of Administrators .....	3
ARTICLE IV OFFICERS.....	3
Section 1. President of the Board.....	3
Section 2. Vacancies.....	4
Section 3. Fees, Expenses, and Wages.....	5
ARTICLE V INDEMNIFICATION OF OFFICERS AND MEMBERS OF THE BOARD.....	5
ARTICLE VI DUES, ASSESSMENTS, AND OTHER FINANCIAL MATTERS .....	5
Section 1. Fiscal Year .....	5
Section 2. Annual Budget.....	5
Section 3. Annual Assessments .....	5
Section 4. Special Assessments .....	6
Section 5. Escrow of Assessments .....	6
Section 6. Personal Assessment Liability .....	6
Section 7. Assessment Lien .....	7

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 8. Statement of Unpaid Assessments.....	7
Section 9. Nonwaiver .....	7
<b>ARTICLE VII INSURANCE.....</b>	<b>7</b>
Section 1. Coverage.....	7
Section 2. Provisions.....	8
Section 3. Insurance by Owners.....	8
<b>ARTICLE VIII MAINTENANCE AND ALTERATIONS.....</b>	<b>8</b>
Section 1. Maintenance.....	8
Section 2. Alterations by Owner .....	8
Section 3. Enlargement of Common Elements by Association .....	9
<b>ARTICLE IX RESTRICTIONS AND RESERVATIONS .....</b>	<b>9</b>
Section 1. Rules of Conduct.....	9
Section 2. Abatement and Enjoining of Violations .....	9
<b>ARTICLE X MORTGAGES .....</b>	<b>9</b>
Section 1. Notice to Board.....	9
Section 2. Notice of Default.....	10
Section 3. Examination of Records .....	10
<b>ARTICLE XI OBSOLESCENCE .....</b>	<b>10</b>
Section 1. Obsolescence of Buildings .....	10
Section 2. Plan of Sale; Obsolescence.....	10
Section 3. Condemnation .....	11
Section 4. Power of Sale .....	11
Section 5. Application of Proceeds.....	11
Section 6. No Abatement of Assessments .....	11
<b>ARTICLE XII TERMINATION OR AMENDMENT .....</b>	<b>11</b>
Section 1. Termination .....	11
Section 2. Amendment by Owners .....	11
<b>ARTICLE XIII RECORDS.....</b>	<b>12</b>
<b>ARTICLE XIV MISCELLANEOUS .....</b>	<b>12</b>
Section 1. Notices .....	12
Section 2. Invalidity .....	12
Section 3. Captions.....	12
Section 4. Gender .....	12

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
Section 5. Nonwaiver .....	12
Section 6. Amendment and Restatement.....	12
Section 7. Approval of Bylaws.....	13



**AMENDED AND RESTATED BYLAWS  
OF  
WINDSOR PLACE ASSOCIATION, INC.**

**ARTICLE I**

**BYLAWS**

Section 1. Description. These are the Bylaws of the Windsor Place Association Inc., a not-for-profit Nebraska corporation (the "Association"), with its registered office in Omaha, Douglas County, Nebraska, formed under the Nebraska Condominium Act, Neb. Rev. Stat. §§76-825 to 76-894, inclusive (the "Act"). The principal office of the corporation shall be as designated by the Board from time to time, and meetings of Owners and the Board may be held at such places within Douglas County, Nebraska, as may be designated by the Board.

Section 2. Membership. The owner ("Owner") of each unit ("Unit") subject to the Master Deed Creating the Windsor Place Condominium Property Regime recorded in the Register of Deeds of Douglas County, Nebraska (the "Master Deed"), by virtue of such ownership shall be a member of the Association, provided, however, each Unit shall have no more than one membership.

Section 3. Involved Property. The property described in Paragraph II of the Master Deed and located in Douglas County, Nebraska, shall hereinafter be referred to as the "Condominium."

Section 4. Purposes and Powers. The purpose of the Association is to act on behalf of the Owners collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of the Condominium. The Association shall have and may exercise all powers as are now or may hereafter be granted by the Act, the Master Deed, the Bylaws and the Nebraska Nonprofit Corporation Act.

**ARTICLE II**

**OWNERS**

Section 1. Annual Members' Meetings. The annual meetings of the Owners will be held after all of the end of the year financials are completed by the Association's accountant, and no later than April 30<sup>th</sup> each year. Annual meetings will be held at the registered office of the Association or such other suitable place convenient to the Owners as may be designated by the Board. At such meetings, the Board shall be elected by ballot of the Owners in accordance with the requirements of these Bylaws. The Owners may also transact at each annual meeting such other business as may properly come before them.

Section 2. Special Members' Meetings. Special meetings of the Owners may be called by the President, Vice President, or by a majority of the Board and must be called upon receipt of written request from at least twenty percent (20%) of the Owners. 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. Notice of Meetings. It shall be the duty of the Secretary to mail a written notice of the initial and each annual or special meeting of the Association at least ten (10) but

not more than fifty (50) 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.

Section 4. Quorum. A quorum for Owners' meetings shall consist of the presence, in person or by proxy, of Owners holding twenty percent (20%) of the votes.

Section 5. Voting. The Owner of each Unit, or some person designated by such Owner 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 Unit at all meetings of Owners. If a Unit is owned by more than one person or by a corporation or other entity, the Owners of the Unit shall execute a written document that clearly designates an individual to act as agent for the Owner of the Unit, which agent shall receive all notices and communications from the Association and cast all votes, either in person or by proxy. Such written document shall be delivered to and retained by the Secretary of the Association.

The designation of any proxy shall be dated, made in writing, and delivered to the Secretary prior to or at the commencement of the meeting at which the proxy is to be exercised, and shall be revocable at any time by written notice to the Secretary signed by the Owner. No proxy shall be valid for longer than eleven (11) months.

Section 6. Majority Vote. Wherever these Bylaws require a vote or presence of a certain percentage of Owners, such percentage shall be determined as a percentage of the votes allocated to each Unit, using the numbers set forth in Exhibit C to the Master Deed. The percentage vote shall be the percentage of the Owners present in person or by proxy and entitled to vote, unless otherwise specified herein or in the Act. Whenever reference is made to a "majority," without any other specified percentage, then "majority" will mean fifty-one percent (51%).

Section 7. Procedure. The President shall preside over members' meetings, and the Secretary shall keep the minute book wherein the resolutions and minutes shall be recorded. The minute book may be maintained electronically unless otherwise required by law.

Section 8. Adjournment. If any meeting of the Owners cannot be held because a quorum has not attended, a majority of the 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, and no further notice shall be required.

### ARTICLE III

#### BOARD OF ADMINISTRATORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Administrators (the "Board") and shall be composed of three (3) persons, all of whom shall be Owners or members of their families.

Section 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and the Condominium, and may do all such acts and things except such as by law, by the Master Deed, or by these Bylaws may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep, and maintenance of the general common elements and facilities;
- (b) Determination of the common expenses required for the affairs of the Condominium;
- (c) Collection of the assessments from the Owners;
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the general common elements, limited common elements, and facilities;
- (e) Adoption, amendment, and publication of rules and regulations covering the details of the operation and use of the Condominium;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Obtaining the insurance for the Condominium pursuant to the provisions hereof; and
- (h) Making of restoration, repairs, additions, and improvements to, or alterations of, the Condominium in accordance with the other provisions of these Bylaws.

Section 3. Managing Agent and Manager. The Board may employ for the Condominium a managing agent and/or a manager ("Manager") at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including but not limited to the duties listed in Sections 2(c), (d), (g), and (h) of this Article III. The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws other than the powers set forth in Sections 2(b), (e) and (f) of this Article III.

Section 4. Election and Term. Each Administrator shall be elected to serve a term of one (1) year or until his successor shall have been duly elected by the Owners. There shall be no cumulative voting for Administrators. The nominees receiving the most votes for the positions available shall be elected.

Section 5. Removal of Administrators. At any regular or special meeting of the Owners, any one or more of the members of the Board may be removed with or without cause by Owners holding at least sixty-seven percent (67%) of the votes, and a successor shall be appointed by the remaining members of the Board to serve until the next election.

## **ARTICLE IV**

### **OFFICERS**

Section 1. President of the Board. Following the election of the members of the Board at each annual meeting, the newly elected members of such Board shall, by vote, select one of the Administrators as President of the Board for the coming year. The Board shall appoint or elect the remaining officers of the Association as follows:

(a) The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, who, with the exception of President, shall not be required to be Administrators; who shall be elected annually by the Board at each annual meeting for a term of office of one (1) year; and who may succeed themselves in office.

(b) The Board may, from time to time, appoint, discharge, or remove subordinate officers or assistants to the principal officers as is deemed appropriate, convenient, or necessary for the management of the affairs of the Association.

(c) The duties of the officers are as follows:

(i) *President.* The President shall be the chief executive officer of the Association and shall preside at all meetings of the Owners. The President may sign, with or without any other officer of the Association as authorized by the Board, amendments to the Master Deed or these bylaws, as provided for in the Condominium Act, the Master Deed or these Bylaws, and all contracts and other instruments which the Board has authorized be executed, except where the execution thereof shall have been expressly delegated by the Board to some other officer or agent of the Association.

(ii) *Vice President.* The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, including but not limited to presiding at meetings of the Owners, and such other duties as assigned to him or her by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of the President on a interim basis.

(iii) *Secretary.* The Secretary shall keep minutes of all meetings of the Owners and of the Board; shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Master Deed or these Bylaws; shall be the custodian of the records of the Association except those entrusted to the Treasurer; shall maintain a register of the name and post office address of each Owner; and in general shall perform all duties incidental to the office of the secretary and such other duties as may be assigned to him or her by the President or by the Board.

(iv) *Treasurer.* The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; shall keep full and accurate records of all receipts and disbursements; shall be responsible for the deposit of all monies of the Association in such banks and financial institutions as may from time to time be designated by the Board; shall sign all checks except in those instances where the Board has delegated the authority to sign checks to another person or agent; shall prepare an annual budget and a statement of income and expenditures; and shall perform such other duties incidental to the office of the Treasurer as may be assigned to him or her by the President or by the Board.

(v) *Committees.* The Board may appoint and establish such committees as the Board may deem appropriate to carry out the purposes of the Association.

Section 2. Vacancies. The office of any principal officer shall be vacated and filled as follows:

(a) Any principal officer may be removed from office at any time by a majority vote of the Board, either for or without cause.

(b) Any vacancy among the principal officers may be filled by appointment by the Board for the unexpired term of office.

Section 3. Fees, Expenses, and Wages. The Board and officers shall serve without remuneration for their services but shall be reimbursed for expenses incurred by them in performance of their duties. The Board may, from time to time, fix the wages and other compensation paid to any agent or employee of the Association.

## ARTICLE V

### INDEMNIFICATION OF OFFICERS AND MEMBERS OF THE BOARD

Each Administrator and officer of the Association shall be indemnified by the Association against all costs and expenses, including attorney fees, reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he may be made a party by reason of his being or having been a member of the Board or a principal officer of the Association (whether or not he continues to be a member of the Board or officer at the time of incurring such cost or expense), except in relation to matters as to which a recovery shall be had against him by reason of his having been finally adjudged in such action, suit, or proceeding to have been derelict in the performance of his duty as a member of the Board or officer of the Association. The foregoing qualifications shall not, however, prevent a settlement by the Association prior to final adjudication when such settlement appears to be in the best interests of the Association. The right of indemnification herein provided shall not be exclusive of other rights to which any member of the Board or officers may be entitled as a matter of law.

## ARTICLE VI

### DUES, ASSESSMENTS, AND OTHER FINANCIAL MATTERS

Section 1. Fiscal Year. The fiscal year of the Association shall coincide with the calendar year unless otherwise directed by the Board.

Section 2. Annual Budget. Each fiscal year the Board shall prepare and adopt a budget for that fiscal year, including therein estimates of the amount necessary to pay the expenses and general operational costs of the Association, 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 Owner with a summary of the budget and shall set a date for a meeting of the Owners to consider ratifications. Said meeting shall not be less than ten (10) nor more than thirty (30) days after mailing the summary. Unless a majority of the 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 Owners shall continue until such time as the Owners ratify a subsequent revised budget proposed by the Board.

Section 3. Annual Assessments. The annual assessment shall be divided into twelve (12) monthly payments as evenly as possible with the first payment to include the remainder after division. These monthly payments shall become due and payable upon the 1st of January and the 1st of each month thereafter during the fiscal year. Any monthly payment not made by the 15<sup>th</sup> of the month shall be delinquent and shall incur a late charge of \$50.00.

Annual assessments to be levied against each Unit and the Owner thereof shall be computed according to such Unit's pro-rata share of the actual annual budget for the fiscal year based upon the percentage of such Unit as set forth in Exhibit C to the Master Deed.

**Section 4. Special Assessments.** Special assessments may be assessed and levied against each Unit, in addition to the annual 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 elements, including fixtures and personal property, subject to the Owner approval provisions of the Master Deed and these Bylaws or for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, repair, or replacement of a limited common element. Where no Owner approval provision is applicable, the discretion of the Board shall control. Special assessments with respect to common elements shall be levied upon an allocation formula based upon the percentage of each Unit's basic value as set forth in Exhibit C to the Master Deed or may be levied pro rata against the Unit or Units to which the subject limited common element is appurtenant as shown on Exhibit A to the Master Deed.

Special assessments shall be due and payable thirty (30) days after the assessment is levied against the applicable Unit(s) and notice thereof has been given to the respective Owners. Special assessments not paid within thirty (30) days after the date due shall be treated according to the interest and lien provisions hereafter provided.

**Section 5. Escrow of Assessments.** The Board may require that all assessments set forth in this Article be paid into an escrow fund to be held and managed by a bank or savings and loan association. Owners may be required to execute transmatic or similar automatic withdrawal authorizations with respect to annual assessments. Failure of an Owner thereafter to pay his annual assessments according to such a plan shall constitute default thereof, entitling the Association to accelerate the due date of such annual assessments.

**Section 6. Personal Assessment Liability.** Each Owner or, if more than one, all Owners of a Unit, jointly and severally, shall be personally liable for the payment of assessments under this Article. Upon the expiration of thirty (30) days from the due date of any assessment or installment thereof, the Association may bring suit against the Owner for recovery of the same. If the assessment is a monthly installment of an annual assessment, the default in payment of one installment within said thirty (30) days may, at the option of the Association cause the remainder of the installments for that annual period to become immediately due and payable. The defaulting 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 chargeable to individuals in Nebraska, and attorney fees and expenses incurred in the collection of 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 Unit nor a waiver of the right of the Association to foreclose thereon.

The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor, provided, however, that the grantee may obtain and rely upon a statement of indebtedness pursuant to Section 8 of this Article.

Section 7. Assessment Lien. If any 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 Owner in his Unit, and the Board may record such lien in the office of the Register of Deeds. The Board shall have the right and duty to attempt to recover assessments, together with interest thereon, and the expenses of the proceeding, including attorney fees, in any manner reasonably deemed appropriate by the Board. In any action brought by the Board to foreclose a lien on a Unit because of unpaid assessments, the Owner shall be required to pay a reasonable rental for the use of his Unit from the date of institution of the proceeding, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board shall have power to purchase such Unit 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 8. Statement of Unpaid Assessments. Upon payment of a reasonable fee, not to exceed seventy-five dollars (\$75.00), and upon the written request of any Owner, prospective purchaser, or of any mortgagee of a Unit, the Board, or the Manager, shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current periodic assessment and the date that such assessment becomes 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 permitted to rely thereon by the Association.

Section 9. 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 VII

### INSURANCE

Section 1. Coverage. The Board 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 improvements and any other property, whether or not a common element, 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 noncontributory mortgage clause in favor of each mortgagee of a condominium Unit 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, hereinafter set forth in Article XI; public liability insurance in such limits as the Board 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 Owner; and such additional coverage as the Board may from time to time determine is appropriate. Such public liability coverage shall also cover cross liability claims of one insured against the other and shall contain waivers of subrogation.

Duplicate originals 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 Units at least ten (10) days prior to expiration of the then current policies. The cost of such policies shall be a common expense.

The Board 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.

Section 2. Provisions. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or on invalidity arising from any acts of the insured and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including mortgagees.

Section 3. Insurance by Owners. Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and provided, further, that no 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 Unit shall be the sole and direct responsibility of the Owner thereof, and the Board and the Association shall have no responsibility therefor.

## ARTICLE VIII

### MAINTENANCE AND ALTERATIONS

Section 1. Maintenance. Each 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 and appliances, located within such Owner's Unit. An Owner shall not be responsible to the Association for repair to common elements or limited common elements by casualty, unless such casualty is due to the act or negligence of the Owner, his guests, invitees, or tenant. All maintenance, including lawn maintenance and snow removal, repairs and replacements to the general and limited common elements, shall be made by the Association and be charged to all the Owners as a common expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse, or neglect of an Owner, in which case such expense shall be charged by the Association to such Owner. All maintenance, repairs, and replacements to the limited common elements shall be made by the Association, and the Board, in its sole discretion, shall determine if the cost of such maintenance, repair or replacement is to be charged to all the Owners as a common expense or if such cost is to be charged to the Unit or Units to which said limited common element is appurtenant as shown on Exhibit A to the Master Deed.

Section 2. Alterations by Owner. No Owner shall make any structural addition, alteration, or improvement in or to his Unit, 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. The Board shall have the obligation to answer any written request by an Owner for approval of a proposed structural addition, alteration, or improvement in such Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed structural addition, alteration, or improvement. Any application to any governmental authority for a permit to make a structural addition, alteration, or improvement in or to any Unit shall be executed by the Board only, without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor, or materialman on account of such structural



addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 3. Enlargement of Common Elements by Association. There shall be no enlargement of the common elements nor material additions thereto if such enlargement or material additions shall cost more than one thousand dollars (\$1,000.00), in the aggregate, during any single fiscal year, unless and until such proposal is approved in writing by Owners holding at least seventy-five percent (75%) of the total basic value of the Condominium Regime, using the percentages set forth in Exhibit C to the Master Deed, and, if required by applicable law, until a proper amendment of the Master Deed has been duly executed, acknowledged, and recorded pursuant to law. For purposes hereof, the provisions of this Article VIII, Section 3 are not intended to apply to or limit the repair, maintenance and replacement obligations of the Association pursuant to Article VIII, Section 1 above.

The cost of the enlargement of, or material additions to, the common elements and of amending the Master Deed shall be a common expense and shall be collected by special assessment against all Owners.

## ARTICLE IX

### RESTRICTIONS AND RESERVATIONS

Section 1. Rules of Conduct. Rules and regulations concerning the use of the Units and the common elements and facilities, including the limited common elements and facilities, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Owner prior to the time when the same shall become effective.

Section 2. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board or the breach of any of these Bylaws, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

(a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not be thereby 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; and

(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, all or any rights or privileges of membership, including voting, or to take any other disciplinary action directed by the Board.

## ARTICLE X

### MORTGAGES

Section 1. Notice to Board. An Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a copy of the recorded mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Default. The Board, when giving notice to an Owner of a default in paying assessments or other default, shall send a copy of such notice to each mortgagee listed in the Mortgagees of Units book.

Section 3. Examination of Records. Each Owner and each mortgagee shall be permitted to examine the records of account of the Association at reasonable times, upon one business days' notice and during normal business hours as determined by the Board, but in no event more often than once every three (3) months. Special requests for such examinations upon days other than those designated shall be granted or denied at the sole discretion of the Board.

## ARTICLE XI

### OBSOLESCENCE ASSOCIATION AS ATTORNEY-IN-FACT

Section 1. Obsolescence of Buildings. Upon written request of the Board or written request signed by Owners holding a majority of the total basic value of the Condominium, the Secretary shall, pursuant to Article II, issue notice of a special members' meeting to consider the question of obsolescence of the Condominium building(s). At such meeting, Owners holding eighty percent (80%) or more of the votes may agree that the condominium buildings are obsolete. In the event that the Owners agree that the buildings are obsolete, the Secretary shall forthwith issue notice of a special meeting of the Owners to be held sixty (60) days from the date of the Owners' meeting at which the Owners agreed upon the obsolescence of the buildings. During this sixty (60) day period, the Board shall make such studies, with the aid of such experts as deemed advisable by the Board, as are necessary to present estimates as to the costs of remodeling or reconstructing the buildings, the amount of reserves therefor accrued by the Association to date, and the amount, if any, of special assessments necessary to cover any deficiency between available reserves and remodeling or reconstruction expense, the projected sale price of the property as is, and the projected distribution of all funds, including reserves and other funds of the Association, should the Owners choose sale rather than remodeling or reconstruction. At the subsequent special meeting of the Owners, the Board shall present these estimates to the Owners, and the Owners may adopt either a plan of remodeling or reconstruction, or a plan of sale pursuant to Section 2 of this Article. At the meeting, if a quorum is present, either plan may be adopted by at least eighty percent (80%) of the Owners.

Section 2. Plan of Sale: Obsolescence. In the event that a plan of sale is duly adopted and approved as above set forth, then the Board shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice with the Register of Deeds of Douglas County, Nebraska by the Association's President and Secretary, the entire Condominium 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, Articles of Incorporation, and these Bylaws. The funds and reserves established and held by the Association and the proceeds from the sale of the entire Condominium 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 account representing one of the condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the condominium Unit designation and the name of the Owner. 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 5]** of this Article.

Section 3. 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. If Owners holding eighty percent (80%) or more of the basic value of the Condominium do not, within sixty (60) days from the date of the award, approve the use of the proceeds from the award for use in repairing, expanding, or restoring the common area, the Board shall forthwith disburse the net proceeds of the award for the same purpose and in the same order as is provided in Section 5 of this Article.

Section 4. Power of Sale. In the event of sale of the entire Condominium pursuant to this Article, or upon adoption of such a plan upon termination of the Condominium pursuant to Article XI, Section 1, or otherwise, the Association shall have all the powers set forth herein in dealing with a purchaser or purchasers as attorney-in-fact.

Section 5. Application of Proceeds. Proceeds received as set forth in the preceding Sections and as applicable to each Unit, 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 governmental entity and the customary expenses of sale;

(b) For payment of the balance of the lien of any mortgage or other encumbrance having priority over the lien of items set forth in (c) below, in the order of and to the extent of their priority;

(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 Owner.

Section 6. No Abatement of Assessments. Assessments for common expenses shall not be abated prior to the sale of any Unit for delinquent unpaid assessments unless a resolution to such effect shall be adopted by the Board.

## ARTICLE XII

### TERMINATION OR AMENDMENT

Section 1. Termination. Notwithstanding Section IX(n) of the Master Deed, Owners holding eighty percent (80%) of the votes shall have the right to terminate this Condominium, or to merge this Condominium with another condominium regime duly organized and existing under the laws of this state, all subject to the conditions of Sections 76-855 and 76-858 of the Act.

Section 2. Amendment by Owners. There shall be no amendment to these Bylaws unless seventy-five percent (75%) of the Owners shall have voted therefor in the affirmative at a special or annual meeting; provided that any amendment shall not be binding on existing mortgage holders of record unless said amendment has the approval of all first mortgagees of record upon the date of adoption.

## ARTICLE XIII

### RECORDS

The Board or the Manager shall keep detailed records of the actions of the Board and the Manager, minutes of the meetings of the Board, minutes of the meetings of Owners, and financial records and books of account of the Association. Such records shall be made reasonably available for examination by any Owner at the principal office of the Association and may be maintained electronically unless otherwise required by law.

## ARTICLE XIV

### MISCELLANEOUS

Section 1. Notices. All notices to the Association required herein shall be sent by registered or certified mail to the Board, c/o the Manager, or if there is no Manager, to the office of the Board or to such other address as the Board may hereafter designate from time to time in writing to all Owners and to all mortgagees of Units. Concerns, complaints, and suggestions shall be delivered to the Secretary in the manner set forth in the rules and regulations of the Association.

All notices to any Owner shall be sent by regular U.S. mail to the Unit address or to such other address as may have been designated in writing by the Owner from time to time to the Board. 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. If the Owner requests in writing that notice of meetings be sent via electronic mail, such Owner hereby waives any right to receive the notice via regular U.S. mail until such Owner notifies the Board in writing that such Owner desires future notices to be received by regular U.S. mail. All Owners shall keep a current electronic mail address (if any) on file with the Secretary, but such electronic mail address shall not serve as the official address for notice unless expressly requested by the Owner.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

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 Bylaws or the intent of any provision hereof

Section 4. Gender. The use of the masculine gender in these Bylaws 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 Bylaws 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.

Section 6. Amendment and Restatement. These Bylaws fully amend and restate the original Bylaws of the Association, dated October 31, 1986 and recorded with the Master Deed.

Section 7. Approval of Bylaws. These Amended and Restated Bylaws have been approved by a vote of at least seventy-five percent (75%) of the Owners, and more than fifty percent (50%) of the first mortgagees of record, as required by Article XII, Section 2 of the original Bylaws recorded with the Master Deed.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**