



MISC 2008115669



DEC 05 2008 13:58 P 33

misc

33 FEE 166.00 FB 03-80000

2 BKP _____ C/O _____ COMP PO

DEL _____ SCAN _____ FV _____

A

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 12/5/2008 13:58:36.37



2008115669

Prepared by Paul J. Halbur, Fraser Stryker PC LLO., 500 Energy Plaza, 409 South 17th Street, Omaha, NE 68102, (402) 341-6000

AFFIDAVIT

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The undersigned affiant, upon being first duly sworn, does hereby depose and state:

1. Affiant is the duly elected and serving President of the 420 Condominium Regime, a Nebraska condominium property regime (the "Regime"), created under that certain Master Deed and Declaration dated as of August 8, 1991 and recorded on August 27, 1991 at Book 1905, Page 639, in the office of the Register of Deeds of Douglas County, Nebraska, and re-filed on August 16, 1996 at Book 1185, Page 085 as Instrument No. 09221 96 085-111 in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and of 420 South 11th Corp., a Nebraska corporation, also known as 420 Condominium Association, Inc. (collectively herein, the "Association");

2. The realty, represented by land and improvements thereon, which is subject to the Regime is described as follows:

Lot 7, Block 151, and the North 49' of Lot 8, Block 151, Original City of Omaha as surveyed, platted, recorded in Douglas County, Nebraska;

3. This Affidavit is prepared, signed and submitted for filing with the Douglas County Register of Deeds to document the adoption of the Bylaws, a copy of which are marked Exhibit A, attached hereto and by this reference incorporated herein, as the true, correct and complete Bylaws of the Association (the "Bylaws") as of the dated hereof;

4. The Bylaws were ratified, confirmed and adopted by 87.15% of the membership interest of the Association (constituting in excess of the required two thirds (2/3) majority of the membership interest of the Association) at a duly called and held special meeting of the members of the Association on December 1, 2008;

5. The undersigned swears and affirms that all statements in this Affidavit are true and material and further acknowledges that any false statement herein may subject the undersigned to penalties relating to perjury.

Dated this 4th day of December, 2008.

FURTHER AFFIANT SAYETH NOT.

Michael Boyle
Michael Boyle, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of December, 2008, before me, a Notary Public in and for said County and State, personally came Michael Boyle, known to me to be the identical person who signed the foregoing Affidavit, and acknowledged the same to be his voluntary act and deed.



Paul J. Halbur
Notary Public

My commission expires: July 8, 2012

Return to:
Paul J. Halbur
Fraser Stryker PC LLO
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102

EXHIBIT A

**BYLAWS OF
 420 CONDOMINIUM REGIME
 AND
 420 CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I**ORGANIZATIONAL ATTRIBUTES AND PARTICIPATION****Section 1. Description**

420 South 11th Corp

These are the Bylaws of the ~~420 Condominium Association, Inc.~~, a Nebraska ~~nonprofit~~ corporation with registered offices at Omaha, Nebraska. These Bylaws are effective and shall operate to control The 420 Condominium Regime, a Nebraska condominium property regime.

Section 2. Membership

420 South 11th Corp

The ~~420 Condominium Association, Inc.~~ (the "Association") has been organized to provide a means of management for the Condominium Regime. Membership in the Association is automatically granted and restricted to record owners of units in said Condominium Regime. The votes on behalf of a unit shall be in person by the record owner thereof, or by proxy. Each unit shall be entitled to the number of votes assigned to such unit in Article IX of the Master Deed and Declaration creating the Condominium Regime.

SECTION 3. Property Submitted

The property described in Article II of the Master Deed and Declaration as located in Douglas County, Nebraska, has been submitted pursuant to the provisions of Article 8 of Chapter 76 of the Revised and reissued Statutes of Nebraska, 1943, known as the "Nebraska Condominium Act" by the Master Deed and Declaration recorded simultaneously herewith in the office of the Register of Deeds of Douglas County, Nebraska, and which condominium shall hereinafter be referred to as the "Condominium".

SECTION 4. Application

All present and future owners, mortgagees, lessees and occupants of condominium units and their employees, and any other persons who may use the facilities of the Regime in any manner are subject to these Bylaws, the Master Deed and Declaration and the Rules and Regulations.

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

ARTICLE II**UNIT OWNERS****Section 1. Annual Members' Meetings**

On December 31, 1992, or as soon as Declarant, shall relinquish control of the Board of Directors, whichever

pp 1, 15

BYLAWS of 420 CONDOMINIUM REGIME

shall first occur, the Declarant shall notify all unit owners thereof and the first annual meeting of the unit owners shall be held within thirty (30) days thereafter.

At such meeting, the original Board of Directors shall resign as members of the Board of Directors and as officers, and all unit owners, including the Declarant if it shall then be the owner of any unit, shall elect a new Board of Directors. Thereafter, the annual meetings of the unit owners shall be held on the 15th day of January of each year, unless such date shall occur on a Sunday, or legal holiday, in which event the meeting shall be held on the following business day. At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article III of these Bylaws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Special Members' Meetings

Special meetings of the Association unit owners may be called by the President or Vice President or by a majority of the Board of Directors and must be called upon receipt of written request from members holding a majority of the total basic value of the Condominium Regime, using the percentages set forth in Article IX of the Master Deed and Declaration. 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 unit owners shall be held at such suitable place convenient to the unit owners as may be designated by the Board of Directors.

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 unit at least ten (10) but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at their unit address or at such other address as such unit 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. Quorum

A quorum for Association unit owners' meetings shall consist of the presence, in person or by proxy, of unit owners holding a majority of the total basic value of the Condominium Regime, using the percentages set forth in Article IX of the Master Deed, unless otherwise provided in these Bylaws or the Master Deed and Declaration.

Section 6. Voting

The owner or owners of each unit, 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 unit at all meetings of unit owners. 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.

Section 7. Majority Vote

The vote by holders of a majority of the votes outstanding in the Condominium Regime (as assigned in Article IX of the Master Deed and Declaration) at a meeting at which a quorum shall be present shall be binding upon

BYLAWS of 420 CONDOMINIUM REGIME

all unit owners for all purposes except where in the Master Deed and Declaration or these Bylaws, a higher percentage vote is required.

ARTICLE III**BOARD OF DIRECTORS****Section 1. Number and Qualification**

The affairs of the Association and the Condominium Regime shall be governed by a Board of Directors composed of three (3) persons, until December 31, 1992, or until the Declarant shall relinquish its control by written notice to all owners, whichever shall first occur, during the time the Declarant shall designate all members of the Board of Directors, officers and employees of the Association, who shall serve until their successors shall have been duly elected by the Association unit owners. Thereafter, the Board of Directors shall be composed of three (3) persons.

Section 2. Powers and Duties

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

- (a) Operation, care, upkeep, and maintenance of the 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 purposes of these Bylaws shall mean such portion of the common expenses as are payable by the respective unit owners) from unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium Regime.
- (f) Opening bank accounts on behalf of the Association and designating and signatories

BYLAWS of 420 CONDOMINIUM REGIME

required therefore.

- (g) Obtaining of insurance for the Condominium Regime, including the units, pursuant to the provisions of Article VI hereof.
- (h) Making of repairs, additions, and improvements to or alterations of the Condominium Regime and repairs to and restoration of the Condominium Regime in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager

The Board of Directors may, in its discretion, employ for the Condominium Regime a managing agent and/or a manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (g), and (h) of Section 2 of this Article III. The Board of Directors may not delegate to the manager or managing agent the powers granted to the Board of Directors by these Bylaws and set forth in subdivisions (b), (e), (f), of Section 2 of this article.

Section 4. Election and Term

At the first annual meeting of the Association unit owners, the members of the Board of Directors shall be elected to serve until the next annual meeting of the Association unit owners. Each director shall be elected thereafter to serve a term of one (1) year or until his successor shall have been duly elected by the Association unit owners. Each Director shall be elected by the vote of the owners of a majority of the basic value of the Condominium Regime, using the percentages set forth in Article IX of the Master Deed and Declaration. The initial Board of Directors shall hold office until the first annual meeting of the unit owners.

Section 5. Removal of Directors

At any regular or special meeting of the Association unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a vote of the owners of a majority of the basic value of the Condominium Regime, using the percentages set forth in Article IX of the Master Deed and Declaration, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Association unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Association unit owners, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the vacating member and until a successor shall be elected at the

BYLAWS of 420 CONDOMINIUM REGIME

next annual meeting of the Association unit owners.

Section 7. Annual Board Meeting

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

Section 8. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board by mail, at least three (3) business days prior to the day named for such meeting. Board members unable to attend said regular Board meetings shall be allowed to register their votes by affidavit delivered by registered mail on those items set forth in the notice of meeting.

Section 9. Special Board Meetings

Special meetings of the Board of Directors 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 Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors. Board members unable to attend said special Board meetings shall be allowed to register their votes by affidavit delivered by registered mail on those items set forth in the notice of meeting.

Section 10. Waiver of Notice

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

Section 11. Quorum

At all meetings of the Board of Directors, 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 Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors 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 12. Fidelity Bonds

The Board of Directors may, in their discretion, require fidelity bonds for officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

BYLAWS of 420 CONDOMINIUM REGIME**Section 13. Compensation**

No member of the Board of Directors shall receive any compensation from the condominium or Association for acting as such, except that members of the Board of Directors shall receive reimbursement for expenses actually incurred on the Associations behalf. A Director may be an employee of the Association, and a contract for management of the condominium may be entered into with a Director.

Section 14. Liability of the Board of Directors and Officers

The officers, designated hereafter, and members of the Board of Directors shall not be liable to the Association or any owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of such officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Nebraska Condominium Act, the Master Deed and Declaration or these Bylaws, except to the extent that such liability may be satisfied by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any owner arising out of any contract made by the officers or Board of Directors, or out of the indemnification of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the common elements solely by virtue of his or her ownership of a percentage interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his or her percentage interest. Every agreement made by the officers, Board of Directors or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability there under (except as unit owners), and that each unit owner's liability hereunder shall be limited to the total liability there under multiplied by his or her percentage interest. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Condominium.

Section 15. Interest of Directors

Each member of the Board of Directors shall exercise his or her powers and duties in good faith and with a view to the interests of the Condominium Regime. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which any of the directors of the Association are directors or officers or are pecuniary or otherwise interested, shall be either void or voidable because of the presence of such director at any meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or her vote is counted for such propose, if any of the conditions specified in any of the following subsections exists:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purposes;
or

BYLAWS of 420 CONDOMINIUM REGIME

- (b) **The fact of the common directorate or interest is disclosed or known to at least a majority of the owners of units, and such owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or**
- (c) **The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.**

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if such director were not a director or officer of such Association or if not so interested.

ARTICLE IV**OFFICERS****Section 1. Designation**

The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and such additional officers as the Directors 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 Directors may also be officers. The President shall be elected from the members of the Board of Directors.

Section 2. Election

The officers of the Association shall be designated by the Declarant until the first annual meeting of the Board of Directors. Thereafter, the officers shall be elected annually by a majority vote of the Board of Directors at the annual Board meeting, and shall hold office at the pleasure of the Board.

Section 3. Removal

Upon affirmation vote of a majority of the Board of Directors, any officer may be removed, with or without cause, and his or her successor shall be elected at any regular, annual, or special meeting of the Board called for that purpose.

Section 4. President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association unit owners and of the Board of Directors. He or she shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the laws of Nebraska, including but not limited

BYLAWS of 420 CONDOMINIUM REGIME

to, the power to appoint committees from among the unit owners from time to time as he or she may at his or her 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 or her duties whenever the President shall be absent or unable to act. If neither the President or the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the 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 his or her by the Board of Directors or by the President.

Section 6. Secretary

The Secretary shall take the minutes of all meetings of the Association unit owners and of the Board of Directors, and shall keep same at the principal office of the Association unless otherwise instructed by the Board of Directors; he or she shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under the laws of the State of Nebraska. The Secretary shall prepare, execute, certify and record any amendments to the Master Deed and Declaration which shall have properly been adapted by the Association.

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 or she shall be responsible for the depository of all monies and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he or she shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under the laws of the State of Nebraska.

Section 8. Compensation

No officer shall receive any compensation from the condominium or the Association for acting in such capacity.

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

The Board of Directors shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray common expenses in the coming calendar year and to provide funds for current expenses, 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 December of each year in advance of the coming calendar year and copies of the budget and the annual assessments for each unit shall be sent to each unit owner on or before January 1st beginning of the calendar year for which the budget is made.

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

BYLAWS of 420 CONDOMINIUM REGIME

increase or decrease.

Section 2. Annual Assessments

The first annual assessment shall be levied against each unit and the owner thereon on January 1, 1993. 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 January and the 1st of each month thereafter during the calendar year. Annual assessments for each calendar year thereafter shall be levied and shall become due and payable in the same manner. Annual assessments to be levied against each unit and the owner thereof shall be computed according to such units prorata share of the total annual budget for the calendar year based upon the percentage of such unit's basic value as set forth in Article IX of the Master Deed and Declaration.

Section 3. Interim Assessments

Until January 1, 1993, the interim assessments set forth in Exhibit "1" attached hereto shall be due and payable on the first day of each calendar month. The interim assessments to be levied against each unit and the owner thereof shall be computed according to such units pro rata share of the total annual interim budget for the calendar year or partial year preceding January 1, 1992 and based upon the percentage of each unit's basic value as set forth in Article IX of the Master Deed and Declaration. The Declarant shall pay to the Association the prorata amount of the interim assessment attributable to each unit yet owned by Declarant on the first day of each month.

The purchaser of a condominium unit shall pay to the Declarant, on the date of closing, the prorata amount of the interim assessment paid by the Declarant and due in the month of closing. Thereafter interim assessments shall be due and payable by such purchaser on the first day of each calendar month.

On January 1, 1993, or at such time as the first levy of annual assessments, whichever shall first occur, Declarant shall have no liability to the Association or the Condominium Regime for any sums, except monthly assessments attributable to each unit yet owned by Declarant on the first day of each month.

Any additional funds which are required in excess of the interim assessments to be paid by unit owners and Declarant shall be obtained in the same manner in which additional annual assessments are obtained after January 1, 1993 and as set forth in Sections 1 and 2 of this Article V.

Section 4. Special Assessments

Special assessments may be assessed and levied against each unit, 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 elements, including fixtures and personal property, subject to the Declarant's approval provisions of the Master Deed and Declaration and these Bylaws. Where no provision is applicable, the discretion of the Board of Directors 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 hereinafter set forth.

Special assessments to be levied against each unit and the owner thereof shall be computed according to such unit's percentage of the condo regime's basic value as set forth in Article IX of the Master Deed and Declaration.

BYLAWS of 420 CONDOMINIUM REGIME**Section 5. Annual and Special Assessments Against Common and Limited Elements.**

Annual or special assessments for general common elements to be levied against each unit and owner thereof shall be computed according to such units pro rata share of the total annual or special assessment based upon the percentage of each units basic value as set forth in Article IX of the Master Deed and Declaration. Such annual or special assessments against said general common elements shall include, by way of example but not by way of limitation, the following elements:

- (a) The expense of casualty insurance premiums for the units 1 through 12 and all general and limited common areas. Said casualty insurance shall not be required to cover contents, appliances, fixtures, trade fixtures, carpeting, decorating, equipment or improvements or betterments installed by unit owner, or personal property which may be separately insured by the owners of the respective units at their own expense.
- (b) Expenses associated with general common elements including utilities, maintenance, repair and replacement shall be assessed pro rata to the unit owners according to their values as stated in Article IX of the Master Deed and Declaration.

Annual or special assessments with respect to limited common elements shall be levied against the unit owners in proportion to their enjoyment of the benefits of said expenses. Said limited common expenses shall include, by way of explanation but not by way of limitation, the following items:

- (a) In respect to units 1 through 11:
 - 1) Expenses associated with limited common elements for units 1 through 11;
 - 2) Expenses associated with trash collection from units 1 through 11;
- (b) Expenses associated with unit 12 shall include:
 - 1) Expenses associated with the limited common elements for unit 12;
 - 2) Expenses associated with maintenance and structural integrity of subways;
 - 3) Expenses associated with trash

BYLAWS of 420 CONDOMINIUM REGIME

removal from unit 12.

Section 6. Escrow of Assessments

The Directors 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 unit owner or, if more than one, owners, jointly and severally shall be personally liable for the payment of assessments under the preceding Sections. Upon 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 unit 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 unit 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 at which individuals may contract; and attorney fees and expenses incurred in the collection of the same. No proceeding to collect defaulted assessment pursuant to this Section shall constitute a waiver of the lien of the Association against 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 grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

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

Section 8. Assessment Lien

If any unit 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 unit owner in his or her unit and the Directors 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 unit and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten (10) days after the due date shall bear interest at the highest legal rate at which individuals may contract 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.

Section 9. Statement of Unpaid Assessments

Upon payment of a service charge, not to exceed Seventy-five Dollars (\$75.00), and upon the written request of any owner, prospective purchaser or any mortgagee of a condominium unit, the Board of Directors, or the managing agent, 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 binding upon the Association in favor of all persons who rely thereon in good faith.

BYLAWS of 420 CONDOMINIUM REGIME**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 owner from the obligation to pay the same or affect the validity of any lien for unpaid assessments.

Section 11. Foreclosure of Liens for Unpaid Assessments

In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rental for the use of his or her unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting with the consent of all remaining unit owners, shall have the 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, all costs incurred, including the cost to purchase, constituting a common expense. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE VI**INSURANCE AND ASSOCIATION LIABILITY****Section 1. Insurance**

a. **Responsibility of Association.** The Association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the common and limited common elements, to provide for restoration thereof to tenable condition in the event of damage. (To the extent said elements are common and specifically excluding furniture, furnishings, personal property and interior fixtures owned, supplied or installed in individual units of unit owners.)

Insurable replacement cost shall be deemed the cost of restoring the common elements, units, or any part thereof to substantially put into the same condition in which they existed prior to the damage or destruction. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Directors, as Trustees for each of the unit owners in the percentages established in the Master Deed and Declaration and the respective mortgagees of the unit owners as their respective interests may appear. **THE ASSOCIATION SHALL NOT BE RESPONSIBLE AND SHALL NOT FURNISH SEPARATE PROTECTION FOR EACH UNIT AND ITS ATTACHED, BUILT-IN, OR INSTALLED FIXTURES AND EQUIPMENT, TO THE EXTENT SUCH FIXTURES AND EQUIPMENT ARE THE PROPERTY OF THE INDIVIDUAL UNIT OWNERS OR AS DEFINED IN ARTICLE V, PAGE 2 OF THE MASTER DEED AND DECLARATION.**

In addition, insurance shall be procured for Workmen's Compensation coverage (where applicable) and such other insurance including comprehensive public liability insurance insuring each co-owner, mortgagee of record, if any, the Association, its officers, directors, Board and employees, and Managing Agent, if any, from liability in connection with the common and limited common elements in such limits as the Board may from time to time determine. Insurance premiums shall be deemed a common element expense.

Each unit owner may obtain additional insurance at his or her expense, provided that all policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board Of Directors shall not be affected or diminished by reason of any such additional insurance carried by a unit owner.

b. **Responsibility of Unit Owner.** Each unit owner is required to obtain a policy or policies of insurance on

BYLAWS of 420 CONDOMINIUM REGIME

his or her unit (as defined in Article V, page 2 of the Master Deed and Declaration) including the improvements, betterments, and the attached, built-in, or installed fixtures and equipment to the full insurable replacement value thereof and with a separate loss-payable replacement in favor of the mortgagee or mortgagees of such unit. Such policy or policies shall permit the waiver of subrogation and shall provide the insurance company or companies will not look to the Board of Directors, or any unit owner for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancelable except after ten (10) days written notice to the mortgagee. A duplicate of such policy or policies shall be deposited with the mortgagee and with the Association with evidence of the payment of premiums, and a renewal policy shall be deposited with the mortgagee and the Association not later than ten (10) days prior to the expiration of existing policies. Said policy and policies shall provide for the full insurable replacement value of the individual unit (as described in Article V, page 2 of the Master Deed and Declaration) and provide for restoration thereof to tenable condition in the event of damage. Insurable replacement costs shall be deemed the cost of restoring the said unit, or any part thereof to substantially the same condition in which it existed prior to the damage or destruction. The said policy shall, in addition, include comprehensive personal liability insurance with limits of not less than \$100,00.00 and shall permit the waiver of subrogation. Further, said policy shall provide that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by the reason of such additional insurance carried by the unit owner. The policy which the unit owner is responsible for obtaining shall meet the requirements of this Article VI and be in the general form of policies currently designated for condominium unit-owners.

Each unit owner shall be responsible for obtaining his own insurance on the decoration, furnishing and personal property of his or her unit and his or her personal property stored elsewhere on the property.

Section 2. Association Liability

The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common element, or for injury or damage to person or property caused by the elements or by the owner of any unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of any assessments as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VII**MAINTENANCE AND ALTERATIONS****Section 1. Maintenance**

The unit 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) including all fixtures and appliances located within such owner's unit, as well as all exterior doors, windows, screening and storm doors which are appurtenant to said owner's unit. An owner shall not be responsible for repair to common elements by casualty, to the extent covered by insurance, unless such casualty is due to the act or negligence of the owner, his guests, invitees or tenants. All maintenance, including snow removal, repairs and replacements to the general common elements, shall be made by the Association and be charged to all unit owners as a common expense, unless such maintenance, repair or replacement is necessitated by the negligence, misuse or neglect of a unit owner, in which case, such expense shall be charged to such unit owner. All maintenance, repairs and replacements to the limited common elements, shall be made

BYLAWS of 420 CONDOMINIUM REGIME

by the Association and be charged to the unit owner or owners appurtenant thereto as a limited expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse or neglect of a unit owner, in, which case, such expense shall be charged to such unit owner.

Section 2. Alteration by Unit Owner

No unit 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 of Directors and the Declarant or its successors. All maintenance, including snow removal, repairs and replacements to the limited common elements, shall be made by the Association and charged to the unit owner or owners whose property is appurtenant to or benefited by the limited common elements, unless such maintenance, repair, or replacement is necessitated by negligence, misuse or neglect of a unit owner, in which case, such expense shall be charged to such unit owner. Due to the commercial uses allowed for unit #12, it is recognized that the owner of said unit may be required to make such structural additions, alterations or improvements to his or her unit, or the limited common elements pertaining thereto, including any exterior painting or alterations or additions (including awnings, grills, etc.), for purposes of enhancing the commercial value of said unit. The Board of Directors shall not unreasonably withhold consent or approval of structural additions, alterations or improvements of unit #12. The Board of Directors shall approve said addition, alteration, or improvement provided they shall not affect the structural integrity of the condominium property as a whole. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of a proposed interior 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 of the Board of Directors 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 unit shall be executed by the Board of Directors only (with the exception of any permit required by unit #12 which permit shall be obtained directly by said unit owner), without, however, incurring any liability on the part of the Board of Directors 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 units owned by the Declarant until such units shall have been conveyed and transferred.

Section 3. Alterations or Enlargement of Common Elements by Association

There shall be no enlargement of the common elements nor additions thereto, as distinct from repair or replacement, if such enlargement or addition shall cost more than Ten Thousand Dollars (\$10,000.00) 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 Article IX of the Master Deed and Declaration, and until a proper amendment to the Master Deed and Declaration has been duly executed, acknowledged and recorded pursuant to law.

The cost of the alteration or enlargement and of amending the Master Deed and Declaration shall be collected by special assessment against all unit owners.

Section 4. Heating, Air Conditioning, Water Charges and Sewer Use Fees

Water shall be supplied to all of the units 1-11 and the common elements and the Board of Directors shall pay, as a limited common expense, allocable to those units, all costs of providing water consumed on the condominium property by said units, together with all related sewer use fees arising therefrom, promptly after the bills thereof are rendered. Water and related sewer use fees for unit #12 shall be the sole responsibility of said unit owner.

BYLAWS of 420 CONDOMINIUM REGIME**ARTICLE VIII****RESTRICTIONS AND RESERVATIONS****Section 1. Use Restrictions**

In order to provide for appropriate occupancy of the Condominium Regime and for the protection of the value of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) All units, except unit #12, shall be used for residences only by the owner or owners thereof, their families, guests, invitees, lessees and licensees.
- (b) The common areas shall be employed only for the purposes intended and for which they are reasonably suited.
- (c) No nuisance shall be allowed on the Condominium Regime nor shall any use or practice be allowed which is an interference with the peaceful possession or proper use of the Regime.
- (d) No improper, offensive or unlawful use shall be made of the Condominium 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 unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium Regime.
- (e) Nothing shall be stored in the common elements without prior consent of the Association except in storage or parking spaces or as otherwise herein expressly provided.
- (f) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance for the Condominium without the prior written consent of the Association. No unit owner shall permit any

BYLAWS of 420 CONDOMINIUM REGIME

thing to be done or kept in his or her unit or in or on the common elements which will result in the cancellation of insurance on any unit, or any part of the common elements, or which will be a violation of any law.

(g) No waste shall be committed in or on the common elements.

Section 2. Right of Access

A unit owner shall grant a right of access to his or her unit to the manager and/or managing agent and/or any other person authorized by the Board of Directors, the manager or managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his or her unit and threatening another unit 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 or her unit or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 3. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Board of Directors or the breach of any of these Bylaws contained herein, or the breach of any provisions of the Master Deed and Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, such actions by the Board of Directors shall be at the expense of the defaulting unit owner.

ARTICLE IX**MORTGAGES****Section 1. Notice to Board of Directors**

A unit owner who mortgages his or her unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors.

Section 2. Notice of Default

The Board of Directors, when giving notice to a unit owner of a default in paying assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has heretofore been furnished to the Board of Directors.

Section 3. Examination of Books

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once every three (3) months.

BYLAWS of 420 CONDOMINIUM REGIME**ARTICLE X****DESTRUCTION, DAMAGE, OR SALE ON DEFAULT
ASSOCIATION AS ATTORNEY-IN-FACT****Section 1. Association Attorney-In-Fact**

These Bylaws, as a constituent part of the Master Deed and Declaration, do hereby irrevocably make, appoint and constitute the Association as attorney-in-fact to deal with the property and the insurance proceeds upon the damage of the property, its destruction, repair, construction, improvement and maintenance, all according to the provisions of this Article X. Title to any condominium unit 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 Declarant or from 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 as is hereinafter provided. As attorney-in-fact, the Association, by its President and 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 unit 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 unit and the general and limited common elements, if any, having substantially the same vertical and horizontal boundaries as before.

Section 2. Damage or Destruction - Repair and Reconstruction Mandatory

If any portion of the condominium for which the Association is required to provide insurance (the common elements and the basic structure of the units but not appliances, fixtures, carpeting or personal property inside the units), is damaged or destroyed, then the Association shall promptly repair or replace such portion unless 1) The condominium is terminated. 2) Repair or replacement would be illegal under state or local statute or ordinance or 3) Eighty percent (80%) of the unit owners including every owner of a unit or assigned limited common element which is not to be repaired or rebuilt vote not to repair or rebuild.

The cost of required repair or replacement in excess of insurance proceeds and reserves constitutes a general common expense.

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 of Directors. If the owners holding eighty percent (80%) or more of the basic value of the Condominium Regime 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 the Condominium, the Association shall forthwith disburse the net proceeds of the award for the same purpose and in the same order as is provided in Section 7 of Article X or as otherwise required by law.

Section 4. Power of Sale

Upon adoption and recording of a plan of termination of the Condominium 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.

BYLAWS of 420 CONDOMINIUM REGIME**Section 5. Sale of Unit - Default in Special Assessment Under Article X**

The assessment provided for herein shall be a debt of each owner and a lien on his or her condominium unit and may be enforced and collected as is provided in Section 5 of Article V. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this Section. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notice, interest at the highest legal rate at which individuals may contract, on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the order set forth in Section 7 of Article X. Any deficiency of funds to pay the unpaid assessments shall remain the personal obligation of the delinquent unit owner.

Section 6. 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 assessment 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 junior liens and encumbrances in the order of and to the extent of their property; and
- (d) For payment of unpaid assessments and all costs, expenses and fees incurred by the Association;
- (e) The balance remaining, if any, shall be paid to the condominium owner.

Section 7. 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 unit for delinquent unpaid assessments.

Section 8. Approvals

As used in this Article, the percentage voting requirements of unit owners shall be based upon the percentage values set for in Article IX of the Master Deed and Declaration. Those percentages shall refer to total percentages and not merely to percentages of owners in attendance, in person or by proxy, at meetings where votes are conducted.

BYLAWS of 420 CONDOMINIUM REGIME**ARTICLE XI****TERMINATION OR AMENDMENT****Section 1. Termination**

Owners holding eighty percent (80%) or more of the basic value of the Condominium Regime, using percentages set forth in Article IX of the Master Deed and Declaration, shall have the right to terminate this Condominium Regime, by executing a termination agreement conforming to Section 76-858 of the Nebraska Condominium Act.

Section 2. Amendment of Bylaws

There shall be no amendment to these Bylaws unless owners holding sixty-six and two-thirds percent (66-2/3%) or more of the basic value of the Condominium Regime, using percentages set forth in Article IX of the Master Deed and Declaration, shall have voted therefore in the affirmative at a special or annual meeting.

Section 3. Amendment by Declarant

Anything contained in these Bylaws or in the Master Deed and Declaration or Articles of Incorporation to the contrary notwithstanding, until December 31, 1992, or until Declarant releases control of the Association, whichever first occurs, Declarant reserves the right to supplement or amend these Bylaws for clarification, correction or otherwise in the best interests of all unit owners, including Declarant; 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 Directors or the managing agent shall keep records of the actions of the Board of Directors and any managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of unit owners, and financial records and books of account of the Corporation and the Condominium, including a chronological listing of receipts and expenditures, as well as records showing the amount of each assessment of common charges against each unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

ARTICLE XIII**MISCELLANEOUS****Section 1. Notices**

All notices hereunder shall be sent by registered or certified mail to the Board of Directors c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be sent registered or certified mail to his or her unit in the Condominium or to such other address as may have been designated by him or her from time to time, in writing to the Board of Directors. All notices shall be deemed to have been given when mailed except

BYLAWS of 420 CONDOMINIUM REGIME

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 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 any article or section, or the intent of any provisions thereof.

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.

Exhibit 1

Interim Assessments

| I. Common Elements | Annual |
|--|--------------------|
| A. 1. Administrative and Miscellaneous Expense | \$ 1,800.00 |
| 2. Fire - Extended Coverage Insurance | 9,600.00 |
| 3. Repairs | <u>3,000.00</u> |
| Annual Total | \$14,400.00 |

B. Monthly Payment (\$14,400.00 - 12) **\$ 1,200.00**

C. Allocation per Article IX, of Condominium Master Deed and Declaration.

| <u>Unit</u> | <u>%</u> | <u>Annual</u> | <u>Monthly</u> |
|-------------|----------|---------------|----------------|
| 1 | 5.87 | \$ 845.28 | \$ 70.44 |

BYLAWS of 420 CONDOMINIUM REGIME

| | | | |
|----|-------|----------------|---------------|
| 2 | 6.16 | 887.04 | 73.92 |
| 3 | 5.40 | 777.60 | 64.80 |
| 4 | 6.16 | 887.04 | 73.92 |
| 5 | 6.69 | 963.36 | 80.28 |
| 6 | 5.87 | 845.28 | 70.44 |
| 7 | 6.16 | 887.04 | 73.92 |
| 8 | 6.16 | 887.04 | 73.92 |
| 9 | 6.16 | 887.04 | 73.92 |
| 10 | 8.40 | 1209.60 | 100.80 |
| 11 | 4.47 | 643.68 | 53.64 |
| 12 | 32.50 | <u>4680.00</u> | <u>390.00</u> |
| | | \$14,400.00 | \$1,200.00 |

| | | |
|------------|---|-----------------|
| II. | Limited Common Expenses Units 1 through 11 | ANNUAL |
| | A. 1. Elevator - Maintenance contract and power | \$ 1,860.00 |
| | 2. Trash Removal | 1,200.00 |
| | 3. Omaha Public Power - Hall Lights | 1,200.00 |
| | 4. Metropolitan Utilities District - Water | 660.00 |
| | 5. Janitorial Service - Halls | 3,000.00 |
| | 6. Supplies | 600.00 |
| | 7. Other Repairs | <u>1,200.00</u> |
| | Annual Total | \$9,720.00 |

Less twenty eight per cent (28%) payable, pursuant to Easement Agreement, by owner of 1102-6 Howard St. (Lot 8, except the north 49', Block 151, Original City of Omaha)

2,721.60
\$ 6,998.40

BYLAWS of 420 CONDOMINIUM REGIME

B. Monthly Payments (\$6,998.40 - 12) \$ 583.20

C. Allocation per Article VII (a) of Condominium Master Deed and Declaration.

| <u>Unit</u> | <u>%</u> | <u>Annual</u> | <u>Monthly</u> |
|-------------|----------|-------------------|------------------|
| 1 | 8.32 | \$ 582.24 | \$ 48.52 |
| 2 | 8.72 | 610.32 | 50.86 |
| 3 | 8.29 | 580.20 | 48.35 |
| 4 | 9.55 | 668.40 | 55.70 |
| 5. | 9.05 | 633.86 | 52.78 |
| 6. | 7.93 | 555.00 | 46.25 |
| 7. | 9.99 | 699.12 | 58.26 |
| 8. | 9.73 | 681.00 | 56.75 |
| 9. | 9.37 | 655.80 | 54.65 |
| 10. | 12.44 | 870.36 | 72.53 |
| 11. | 6.61 | <u>462.50</u> | <u>38.55</u> |
| | | \$6,998.40 | \$ 583.20 |

**Amendment to the Bylaws
of
420 Condominium Regime**

The following amendment to the Bylaws was adopted unanimously at the meeting of the members which was held on the 5th day of August, 1996. Said Bylaws shall remain in all respects the same except for the following change:

ARTICLE VI INSURANCE AND ASSOCIATION LIABILITY,
Section 1. Insurance is hereby changed to read as follows:

Section 1. Insurance

Responsibility of Association. The Association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the units and the common and limited common elements, to provide for the restoration thereof to tenantable condition in the event of damage, specifically excluding furniture, furnishings and the personal property of unit owners. Insurable replacement cost shall be deemed the cost of restoring the common elements, units, or any part thereof to substantially the same condition in which they existed prior to the damage or destruction. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Directors, as Trustees for each of the unit owners in the percentages established in the Master Deed and Declaration and to the respective mortgagees of the unit owners as their respective interests may appear.

DATED this 5th day of September, 1996.



Mark Mercer, President

ATTEST:



Robert B. Antczak, Secretary

BYLAWS of 420 CONDOMINIUM REGIME

**Exhibit I
Interim Assessments**

(As Changed to the Amendment Creating Unit 14 as a Residential Unit)

I. Common Elements

**C. Allocation per Article IX, of Condominium
Master Deed and Declaration.**

| <u>Unit</u> | <u>%</u> | <u>Annual</u> | <u>Monthly</u> |
|--------------|----------|--------------------|-------------------|
| 1 | 5.87 | \$ 845.28 | \$ 70.44 |
| 2 | 6.16 | 887.04 | 73.92 |
| 3 | 5.40 | 777.60 | 64.80 |
| 4 | 6.16 | 887.04 | 73.92 |
| 5 | 6.69 | 963.36 | 80.28 |
| 6 | 5.87 | 845.28 | 70.44 |
| 7 | 6.16 | 887.04 | 73.92 |
| 8 | 6.16 | 887.04 | 73.92 |
| 9 | 6.16 | 887.04 | 73.92 |
| 10 | 8.40 | 1209.60 | 100.80 |
| 11 | 4.47 | 643.68 | 53.64 |
| 13 | 26.34 | 3792.96 | 316.08 |
| 14 | 6.16 | <u>887.04</u> | <u>73.92</u> |
| TOTAL | | \$14,400.00 | \$1,200.00 |

II. Limited Common Expenses Units 1 through 11 and 14

**C. Allocation per Article VII (a) of Condominium
Master Deed and Declaration.**

| <u>Unit</u> | <u>%</u> | <u>Annual</u> | <u>Monthly</u> |
|-------------|----------|---------------|----------------|
| 1 | 7.59 | 531.18 | 44.27 |

BYLAWS of 420 CONDOMINIUM REGIME

| | | | |
|--------|-------------|---------------|--------------|
| 2 | 7.96 | 557.07 | 46.42 |
| 3 | 7.57 | 529.78 | 44.15 |
| 4 | 8.72 | 610.26 | 50.86 |
| 5 | 8.26 | 578.07 | 48.17 |
| 6 | 7.24 | 506.68 | 42.22 |
| 7 | 9.12 | 638.25 | 53.19 |
| 8 | 8.88 | 621.46 | 51.79 |
| 9 | 8.55 | 598.36 | 49.86 |
| 10 | 11.36 | 795.03 | 66.25 |
| 11 | 6.03 | 422.00 | 35.17 |
| 14 | <u>8.72</u> | <u>610.26</u> | <u>50.85</u> |
| 100.00 | \$6,998.40 | \$583.20 | |

BYLAWS of 420 CONDOMINIUM REGIME**420 Condominium Regime Dues
(as of January 1, 1998)**

| | <u>Annual</u> | <u>Monthly</u> |
|------------------|-------------------|------------------|
| 201 | \$1376.52 | \$114.71 |
| 202 | 1444.08 | 120.34 |
| 303 | 1307.40 | 108.95 |
| 304 | 1497.36 | 124.78 |
| 305 | 1541.40 | 128.45 |
| 406 | 1351.92 | 112.66 |
| 407 | 1525.32 | 127.11 |
| 408 | 1508.52 | 125.71 |
| 409 | 1485.36 | 123.78 |
| 410 | 2004.60 | 167.05 |
| 411 | 1065.72 | 88.81 |
| Commercial Space | 3792.96 | 316.08 |
| 414 | 1497.24 | 124.77 |
| 1106 Howard St. | <u>2721.60</u> | <u>226.80</u> |
| TOTAL | \$24120.00 | \$2010.00 |

BYLAWS of 420 CONDOMINIUM REGIME

**Addition to the Bylaws
Of
420 Condominium Regime**

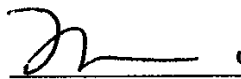
The following addition to the Bylaws was adopted unanimously at the meeting of the members which was held on the 13th day of March 2002. Said Bylaws shall remain in all respects the same except for the following addition.

1. RULES AND GUIDELINES FOR RESIDENTS. Only those dogs weighing up to 25 lbs. and under 18 inches in height, shall be allowed.

DATED this 25th day of April, 2002


Kathi Clausen, President

ATTEST:



Michael Boyle, Secretary

BYLAWS of 420 CONDOMINIUM REGIME**420 Condominium Regime Dues
as of January 1, 2004**

| | <u>Annual</u> | <u>Monthly</u> |
|------------------|-------------------|------------------|
| 201 | \$2448.02 | \$ 204.00 |
| 202 | 2568.33 | 214.03 |
| 303 | 2329.69 | 194.14 |
| 304 | 2668.79 | 222.40 |
| 305 | 2738.43 | 228.20 |
| 406 | 2401.75 | 200.15 |
| 407 | 2721.67 | 226.81 |
| 408 | 2689.94 | 224.16 |
| 409 | 2646.32 | 220.53 |
| 410 | 3569.06 | 297.42 |
| 411 | 1897.28 | 158.11 |
| Commercial Space | 6483.12 | 540.26 |
| 414 | 2668.80 | 222.40 |
| 1106 Howard St. | <u>5140.80</u> | <u>428.40</u> |
| TOTAL | \$42972.00 | \$3581.00 |

MASTER DEED AND DECLARATION
420 CONDOMINIUM REGIME

AMENDMENT TO MASTER DEED
420 CONDOMINIUM REGIME

No unit owner shall install a hot tub on the roof.

DATED this 25th day of April, 2002.

Kathi Clausen
Kathi Clausen, President

ATTEST:

[Signature]
Michael Boyle, Secretary

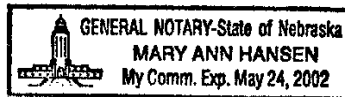
STATE OF NEBRASKA)

ss.

COUNTY OF DOUGLAS)

On this 25th day of April, 2002, before me, the undersigned a Notary Public, duly commissioned and qualified for and in said County and State, personally appeared, Kathi Clausen and Michael Boyle, to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary deed.

WITNESS my hand and notarial seal this 25th day of April, 2002.



Mary Ann Hansen
Notary Public

**Amendment to Bylaws
of
420 Condominium Regime**

The following amendment to the Bylaws of **420 Condominium Regime**, a Nebraska condominium property regime, created under that certain Master Deed and Declaration dated as of August 8, 1991 and recorded on August 27, 1991 at Book 1905, Page 639, in the office of the Register of Deeds of Douglas County, Nebraska, and re-filed on August 16, 1996 at Book 1185, Page 085 as Instrument No. 09221 96 085-111 in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and of **420 South 11th Corp.**, a Nebraska corporation, also known as 420 Condominium Association, Inc. (collectively herein, the "Association"), was adopted by an affirmative vote of 87.15% of the membership interest of the Association (constituting in excess of the required two thirds (2/3) majority of the membership interest of the Association) at a duly called and held special meeting of the Members of the Association held on December 1, 2008 commencing at 6:04 P.M.

ARTICLE VIII RESTRICTIONS AND RESERVATIONS.

Section 1. Use Restrictions is hereby changed to add the following additional restriction:

- (h) In no event shall Unit Nos. 1-11 or 14 be leased, rented, bartered or conveyed for any compensation of any kind (collectively, a "Lease") for a term of less than six (6) months without the prior written consent of the Board of Directors of the Association, which consent shall not be unreasonably withheld. The unit owner purposing to Lease his/her/its unit shall present a written request for consent together with a complete copy of the fully executed lease, disclosing all terms, to the Board of Directors at least fourteen (14) days prior to the commencement of the Lease term or occupancy. Notwithstanding anything herein or in the Condominium Regime to the contrary, the Board of Directors is not authorized to approve, and shall not consent to, any Lease unless:
 - i. The terms of the Lease are fully documented by a signed, written agreement.
 - ii. The Lease expressly prohibits the unit owner or any agent for the unit owner, or renting or leasing party from sub-letting all or any portion of the unit for any term.
 - iii. The Lease expressly permits the Board of Directors of the Association to require the owner of the unit to terminate the Lease and retake possession of the unit in the event that a majority of the voting interests of the owners of the residential units express in writing that the Lease or the use and occupancy of the unit by the tenants during the term of the Lease is materially interfering with the peaceful possession or proper use of the Regime by the other owners of residential units, and the owner of the unit agrees in writing to terminate the Lease and retake possession of the unit in such event.
 - iv. The Lease identifies the renting or leasing party and includes the renting or leasing party's permanent address, e-mail address and telephone

number and the permanent address, e-mail address and telephone number of any person expected to reside or residing at the unit.

- v. The owner of the unit shall provide or shall cause to be provided to the Association a security deposit in the amount of \$500 for term of the Lease. The Board of Directors, in its discretion, may apply the deposit against any common area damage or additional expense reasonably attributable to the Lease or to the use and occupancy of the unit during the term of the Lease. The Association shall return any unapplied deposit amounts to the owner of the unit within fourteen (14) days of the termination of the Lease and vacation of the unit by the lessee.
- vi. The owner of the unit agrees in writing to the imposition of a special assessment against his/her/its unit in the full amount (as determined by the Board of Directors in its discretion) of any increase in building insurance or other common area expense attributable to the utilization of his/her/its residential unit as a rental, lease or commercial venture. For purposes of this subsection, any Lease for a term of less than sixty (60) days shall be deemed a commercial use of the residential property for purposes of any such special assessment, whether the renting party actually uses the unit or pays the rent for sixty (60) days or not. The Board of Directors is hereby authorized to levy and collect any such special assessment without further action of the owners. Any advertisement by any owner, representative of the owner, or any agent of the owner of the availability of the unit for Lease for a term of less than sixty (60) days shall be deemed an agreement and consent to the restrictions of this subsection. This subsection does not apply to rentals shown by Lease to exceed sixty (60) days, unless the residential unit's occupancy patterns indicate intent by anyone's conduct to evade application of this provision.
- vii. The covenants, conditions and restrictions contained in the Master Deed remain unchanged by this provision.

Dated this 4th day of December, 2008.

Michael Boyle
Mike Boyle, President

Attest:

Martin G. Desilets
Martin G. Desilets, Secretary

494081.05