

16928

BERKELEY SQUARE CONDOMINIUM

MASTER DEED ESTABLISHING
A PLAN FOR CONDOMINIUM OWNERSHIP OF
PREMISES LOCATED IN THE CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA,
PURSUANT TO THE CONDOMINIUM PROPERTY ACT
OF THE STATE OF NEBRASKA

Roger V. Yant and Paula K. Yant, Husband and Wife, as joint tenants with right of survivorship, together as tenants in common with Richard E. Schott and Anita H. Schott, Husband and Wife, as joint tenants with right of survivorship, (hereinafter referred to as the "Developer" whether one or more), do hereby declare:

1. SUBMISSION OF PROPERTY. The Developer hereby submits the Land, described in Schedule A annexed hereto, together with the Buildings (as defined in this Master Deed) owned by the Developer in fee simple absolute (hereinafter called the "Property"), to the provisions of the Condominium Property Act of the State of Nebraska [Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1976)].

2. DEFINITIONS. The terms used in this Master Deed and in the attached By-Laws shall have the following meanings:

A. "Association of Co-Owners" means all of the Co-Owners as defined in Paragraph H, acting as a group in accordance with the By-Laws.

B. "Board of Administrators" means the persons who are the governing board of the Condominium, elected as such in accordance with the By-Laws.

C. "Building" means the building and other improvements located on the Land, including but not limited to, the condominium building, garages, driveways, parking areas, sidewalks, and every and all other improvements located on the Land.

D. "By-Laws" means those attached hereto and as amended from time to time.

E. "Common Elements" means all parts of the Property other than the Units, as more fully set forth in Paragraph 7 of this Master Deed.

F. "Common Expenses" means and includes:

i. All sums lawfully assessed against the Co-Owners;

ii. Expenses of administration, maintenance, repair, or replacement of the Common Elements, including repair and replacement reserves as may be established;

iii. Expenses agreed upon as common expenses by the Association of Co-Owners;

iv. Expenses declared common expenses by the provisions of the Condominium Property Act or by this Master Deed or the By-Laws.

v. Premiums for insurance policies required to be purchased by the Board of Administrators of the Condominium pursuant to the By-Laws.

G. "Condominium Property Act" means Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1976).

H. "Co-Owner" means any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which owns fee simple title to a Unit.

I. "Land" means the real property described in Schedule A of this Master Deed, exclusive of the Building.

J. "Majority of the Co-Owners" means the Co-Owners of more than fifty percent (50%) of the aggregate Percentage Interests. Any specified percentage or proportion of the Co-Owners means the Co-Owners of such number of Percentage Interests in the aggregate.

K. "Managing Agent" means a professional managing agent employed by the Co-Owners to perform such duties and services as the Board of Administrators shall authorize in conformance with this Master Deed and the By-Laws.

L. "Mortgage" shall mean and include deeds of trust and "mortgagee" shall mean and include trustees and beneficiaries of deeds of trust.

M. "Percentage Interest" means the percentage interest of each Unit in the Common Elements as set forth in Schedule B attached hereto.

N. "Plat of Condominium Subdivision" means the plat of the entire Property and Building plans described in this Master Deed and recorded simultaneously with this Master Deed.

O. "Property" means the Land and the Building, all other improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto or any of them alone, and all articles of personal property intended for use in connection therewith.

P. "Rules and Regulations" means those rules and regulations adopted from time to time by the Board of Administrators that are deemed necessary for the enjoyment of the Condominium provided they are not in conflict with the Condominium Property Act, the Master Deed, and the By-Laws.

Q. "Unit" means an apartment as defined by the Condominium Property Act, and consists of any one of those parts of the Building which is separately described on the Plat of Condominium Subdivision, in Schedule B attached hereto, as "Unit" followed by a number, and in Paragraph 6 of this Master Deed.

3. NAME OF CONDOMINIUM. This Condominium shall be known as "Berkeley Square Condominium".

4. BUILDING.

Number and Location of Building. The Developer shall construct at Developer's own cost one Building located on the Land in accordance with the Plat of Condominium Subdivision.

5. UNITS. Annexed hereto and made a part hereof as Schedule B is a list of all Units in the Building, their Unit designations, location, approximate areas (all as shown more fully on the Plat of Condominium Subdivision), the value of the Property and of each Unit, and the Percentage Interest of each Unit in the Common Elements determined on the basis of the proportion which the value of each Unit bears to the value of the Property, as of the date of filing of this Master Deed, said values having been estimated by the Developer. The values set forth on Schedule B are solely for purposes of determining Percentage Interests of the Unit Co-Owners and shall not fix the fair market value of the Units for any other purposes.

6. DIMENSIONS OF UNITS. Each Unit consists of the space measured horizontally between the unpainted surface of the Unit side or inside of the drywall enclosing each Unit (all as shown more fully on the Plat of Condominium Subdivision), and the space

measured vertically from the bottom of the concrete constituting the floor of the basement of each Unit through the plane of the bottom of the joists immediately above the ceiling of the Unit located on the second floor of the Unit fully above ground level. In the case of Units containing fireplaces, fireplace openings and all components of the fireplace, flue, and chimney excepting the exterior exposed surfaces are included in the Unit. In addition, included as part of the Unit are:

A. The sliding glass door or doors or other access doors to the patio and/or balcony of the Unit;

B. The front entrance door and any other entrance door of a Unit, and locks and other fixtures to such doors;

C. All windows of the Unit;

D. The heating and air conditioning units including all of the duct work related thereto which solely serve the unit.

E. Inner partitions, unless they are load-bearing walls;

F. The plumbing, and plumbing fixtures, electric wiring, lighting fixtures and all kitchen and other appliances which solely serve the unit.

G. Lighting fixtures located on the exterior of the Unit located for the general purpose of illuminating the entry ways, garage, patios, or balconies of the Unit;

H. All patios and balconies adjacent or attached to the Unit; and

I. All structural components of any garage facility bearing the same Unit number as the Unit and associated therewith, including the concrete floor thereof, but not including the exterior exposed surfaces, the footings, the foundation or the roof thereof. In the case of any garage structure which is shared by any two Units, the Unit shall include that portion of said garage on its respective side of the center line of the dividing wall separating the structure for usage in half.

7. COMMON ELEMENTS. The Common Elements consist of the entire Property (including all parts of the Building) other than the Units and include, without limitation, the following:

A. The Land described in Schedule A;

B. All footings, foundations, main walls, load-bearing walls, roofs, joists immediately above the ceiling of each Unit located on the second floor of the Unit located fully above ground level, rafters, those portions of the exterior walls beyond the exposed face of the drywall, those portions of the walls and partitions located between the exposed faces of both drywalls enclosing the respective Units, and the exterior exposed surfaces of the fireplaces, flues, chimneys, and garages.

C. All land, lawns, gardens, roads, parking areas (excepting the concrete floors of any garage facilities), sidewalks, curbs, front porch stoops, and other improved or unimproved areas not within the Units;

D. All installations for services such as heating, air conditioning, electricity, gas, telephone, television, water, sewage and drainage which serve more than one Unit;

E. All other elements of the building rationally of common use or necessary for its existence, upkeep, and safety;

F. All other items listed as such in Nebraska Condominium Property Act and located on the Property.

8. ENCROACHMENTS. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur after the recording of this Master Deed as a result of repair or settling or shifting of the Building, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Building shall stand. In the event the Building, the Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any other Unit or upon any portion of the Common Elements due to such rebuilding shall be permitted; and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Building shall stand.

9. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS; SUPPORT. Each Co-Owner shall have an easement in common with the Co-Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Co-Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Administrators shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Building. Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Elements.

10. UNITS SUBJECT TO MASTER DEED, BY-LAWS, AND RULES AND REGULATIONS. All present and future Co-Owners, tenants, and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the By-Laws, and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the By-Laws, and the Rules and Regulations as they may be amended from time to time are accepted and ratified by such Co-Owners, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

11. AMENDMENT OF MASTER DEED. The Developer may, without limitation, amend this Master Deed until the time that the Developer no longer holds a Percentage Interest or until two (2) years from the date of recording of this Master Deed in the office of the Register of Deeds of Lancaster County, Nebraska, whichever occurs later, with or without the consent of any Co-Owner or holder of any other Percentage Interest, this right to amend being an exclusive right of the Developer until the occurrence of the later of one of the above and foregoing events. This right to amend shall specifically include, without limitation, the right to acquire additional land, property, and real estate of any description and build additional buildings of any description thereon, and make said land, property, real estate, and additional buildings a part of Berkeley Square Condominium and to change any Percentage Interests of the Units described herein to compensate for the additional Units as aforesaid. Subsequent to the time that the Developer no longer holds a Percentage Interest or until two (2) years from the date of recording of this Master Deed in the office of the Register of

Deeds of Lancaster County, Nebraska, whichever occurs later, this Master Deed may be amended by vote of at least 66 2/3% of the Co-Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No amendment shall be effective until recorded among the land records of Lancaster County, Nebraska. Provided, however, the Percentage Interests shall not be changed except by unanimous consent of all the Co-Owners [except that the Developer, pursuant to the Developer's exclusive right to amend the Master Deed as aforesaid, may so change the Percentage Interests without limitation and with or without consent of any Co-Owner or holder of a Percentage Interest until the time that the Developer no longer holds a Percentage Interest or until two years (2) from the date of recording of this Master Deed in the office of the Register of Deeds of Lancaster County, Nebraska, whichever occurs later] which change shall be evidenced by an appropriate amendatory declaration to such effect recorded among the land records of Lancaster County, Nebraska.

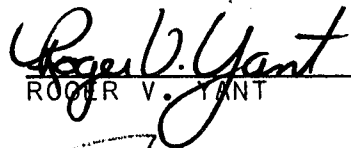
12. NO REVOCATION OR PARTITION. The Common Elements shall remain undivided and no Co-Owner or any other person shall bring any action for partition or division thereof, except in the event of the destruction or condemnation of more than three-fourths (3/4) of the Building. Except in the event of condemnation or destruction of more than three-fourths (3/4) of the Building, the dedication of the Property to the Condominium Property Regime shall not be waived or revoked unless three-fourths (3/4) of the Co-Owners agree to such revocation or waiver.

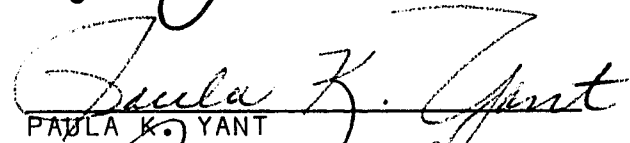
13. INVALIDITY. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

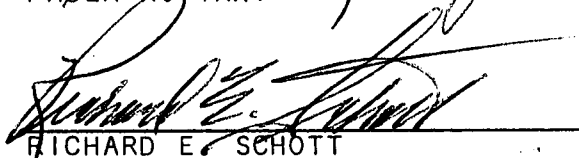
14. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violation or breaches which may occur.

15. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this Master Deed this 27 day of August, 1980.


ROGER V. YANT

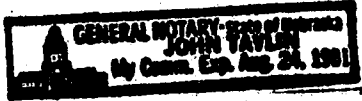

PAULA K. YANT

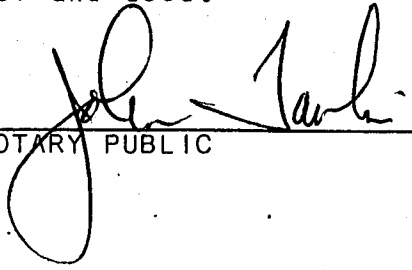

RICHARD E. SCHOTT


ANITA H. SCHOTT

STATE OF NEBRASKA)
) SS:
COUNTY OF LANCASTER)

On this 27th day of August, 1980, there personally appeared before me, a notary public duly commissioned and qualified, Roger V. Yant Paula K. Yant, Richard E. Schott, and Anita H. Schott, known to me to be the identical persons who subscribed the above and foregoing Master Deed; and they and each of them acknowledged that the execution of this document was their and each of their voluntary act and deed.




NOTARY PUBLIC

SCHEDULE A

LEGAL DESCRIPTION

Block Six (6), Lot Seven (7), Skyline Rolling Hills Second
Addition, Lincoln, Lancaster County, Nebraska, also known as 5809
Berkeley Drive, Lincoln, Lancaster County, Nebraska 68512.

SCHEDULE B.

BERKELEY SQUARE CONDOMINIUMS
LINCOLN, LANCASTER COUNTY, NEBRASKA

<u>Unit Number</u>	<u>Approximate Area (Sq. Ft.)</u>	<u>Condominium Value</u>	<u>Percentage Interest</u>
1	1,512	\$ 59,000	0.128261
2	1,512	\$ 57,000	0.123913
3	1,512	\$ 57,000	0.123913
4	1,512	\$ 57,000	0.123913
5	1,512	\$ 57,000	0.123913
6	1,512	\$ 57,000	0.123913
7	1,512	\$ 57,000	0.123913
8	1,512	\$ 59,000	0.128261
TOTALS		\$460,000	1.000000

NOTE: All Units above have the street address of 5809 Berkeley Drive,
Lincoln, Nebraska.

BY-LAWS
OF
BERKELEY SQUARE CONDOMINIUM
LINCOLN, NEBRASKA

TABLE OF CONTENTS

<u>Article Number</u>	<u>Page</u>
I. Plan of Unit Ownership	1
1. Unit Ownership	1
2. Applicability of By-Laws	1
3. Office	1
II. Association of Co-Owners	1
1. Composition	1
2. Annual Meetings	1
3. Place of Meetings	2
4. Special Meetings	2
5. Notice of Meetings	2
6. Adjournment of Meetings	2
7. Order of Business	2
8. Title to Units	2
9. Voting	3
10. Proxies	3
11. Majority of Co-Owners	3
12. Quorum	3
13. Conduct of Meeting	3
III. Board of Administrators	3
1. Number and Qualification	3
2. Powers and Duties	3
3. Managing Agent	5
4. Election and Term of Office	5
5. Removal of Members of the Board of Administrators	5
6. Vacancies	6
7. Organization Meeting	6
8. Regular Meetings	6
9. Special Meetings	6
10. Waiver of Notice	6
11. Quorum of Board of Administrators	6
12. Fidelity Bonds	7
13. Compensation	7
14. Conduct of Meetings	7
15. Liability of the Board of Administrators ..	7
IV. Officers	7
1. Designation	7
2. Election of Officers	8
3. Removal of Officers	8
4. President	8
5. Vice President	8
6. Secretary-Treasurer	8
7. Agreements, Contracts, Deeds, Checks, etc .	8
8. Compensation of Officers	8
V. Operation of the Property	8
1. Determination of Common Expenses and Assessments Against Co-Owners	8
a. Fiscal Year	9
b. Preparation and Approval of Budget	9
c. Assessment and Payment of Common Expenses	9
d. Reserves	9
e. Initial Assessment.....	10
f. Effect of Failure to Prepare or Adopt Budget	10
g. Accounts	10
2. Payment of Common Expenses	10
3. Collection of Assessments	11
4. Statement of Common Expenses	11
5. Maintenance and Repair	11
a. By the Board of Administrators	11
b. By the Co-Owner	11
c. Manner of Repair and Replacement	12

6.	Additions, Alterations or Improvements by Board of Administrators	12
7.	Additions, Alterations or Improvements by Co-Owners	12
8.	Combining Units	13
9.	Restrictions on Use of Units	13
10.	Right of Access	14
11.	Rules and Regulations	14
12.	Electricity, Water, Gas Charges and Sewer Rents and Cable Television	14
13.	Parking Spaces and Storage Areas	14
VI.	Insurance	15
1.	Authority to Purchase	15
2.	Insurance Coverage	16
3.	Separate Insurance	17
4.	Insurance Trustee	17
5.	Board of Administrators as Agent	18
6.	Premiums.....	18
VII.	Repair and Reconstruction After Fire or Other Casualty	18
1.	When Repair and Reconstruction are Required	18
2.	Procedure for Reconstruction and Repair ...	18
a.	Cost Estimates.....	18
b.	Assessments	18
c.	Plans and Specifications	18
d.	Encroachments	19
3.	Disbursements of Construction Funds	19
a.	Construction Fund	19
b.	Method of Disbursement	19
c.	Surplus	19
d.	Common Elements	19
e.	Certificate	19
4.	When Reconstruction is not Required	20
VIII.	Condemnation	20
IX.	Sales and Other Alienation of Units	21
1.	No Severance or Ownership	21
2.	Payment of Assessments	21
3.	Mortgage of Units	21
X.	Mortgages	21
1.	Notice to Board of Administrators	21
2.	Notice of Unpaid Assessment for Common Expenses	21
3.	Notice of Default	21
XI.	Compliance and Default	22
1.	Relief	22
a.	Legal Proceedings	22
b.	Additional Liability	22
c.	Costs and Attorneys' Fees	22
d.	No Waiver of Rights	22
e.	Interest	23
f.	Abatement and Enjoyment of Violations by Owners	23
2.	Lien for Contributions	23
XII.	Miscellaneous	24
1.	Notices	24
2.	Invalidity	24
3.	Captions	24
4.	Gender	24
XIII.	Amendments to By-Laws	24
1.	Amendments	24
2.	Recording	24
3.	Conflicts	24

BY-LAWS
OF
BERKELEY SQUARE CONDOMINIUM
LINCOLN, NEBRASKA

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. The property located in the City of Lincoln, County of Lancaster, State of Nebraska (hereinafter called the "Property"), has been submitted to the provisions of the Condominium Property Act of the State of Nebraska [(Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1976)], by the Master Deed recorded in the land records in and for Lancaster County, Nebraska, simultaneously herewith, and shall hereinafter be known as "Berkeley Square Condominium" (hereinafter called the "Condominium").

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees, and occupants of Units and their employees, and any other person who may use the facilities of the Property in any manner, are subject to these By-Laws, the Master Deed, and the Rules and Regulations. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these By-Laws, the Rules and Regulations, and the provisions of the Master Deed, as they may be amended from time to time, by the person so acquiring, leasing, or occupying a Unit and shall constitute and evidence an agreement by such person to comply with the same.

Section 3. Office. The office of the Condominium and of the Board of Administrators shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Administrators.

ARTICLE II

Association of Co-Owners

Section 1. Composition. All of the Co-Owners of Units contained in the Condominium, acting as a group in accordance with the Condominium Property Act, the Master Deed, and these By-Laws, shall constitute the "Association of Co-Owners", who shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium, and performing all of the other acts that may be required to be performed by the Association of Co-Owners by the Condominium Property Act and the Master Deed. Except as to those matters which the Condominium Property Act specifically requires to be performed by the vote of the Co-Owners of the Units, the administration of the foregoing responsibilities shall be performed by the vote of the Co-Owners of the Units; the administration of the foregoing responsibilities shall be performed by the Board of Administrators as more particularly set forth in Article III.

Section 2. Annual Meetings. Promptly after a Certificate of Occupancy has been issued for all Units in the Building, the Developer shall notify the Co-Owners of the Units; and the first

annual meeting of the Association of Co-Owners shall be held within thirty (30) days thereafter on a call issued by the President. At such meeting, the persons designated by the Developer shall resign as members of the Board of Administrators, and all of the Co-Owners, including the Developer if the Developer owns any Unit or Units, shall elect a new Board of Administrators. Thereafter, the annual meetings of the Association of Co-Owners shall be held on the 10th day of December of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Board of Administrators shall be elected by ballot of the Co-Owners in accordance with the requirements of Section 4 of Article III of these By-Laws. The Association of Co-Owners may transact such other business at such meetings as may properly come before them. Until such first annual meeting, the Developer shall be entitled to elect all of the members of the Board of Administrators.

Section 3. Place of Meetings. Meetings of the Association of Co-Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Administrators.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Association of Co-Owners if so directed by resolution of the Board of Administrators or upon a petition signed and presented to the Secretary by the Co-Owners, owning not less than twenty-five percent (25%) of the Percentage Interests of all Co-Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Co-Owners, 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 Co-Owner of record, at such address as each Co-Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 6. Adjournment of Meetings. If any meetings of the Association of Co-Owners cannot be held because a quorum is not present, Co-Owners owning a majority of the Percentage Interests 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.

Section 7. Order of Business. The order of business at all annual meetings of the Association of Co-Owners shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting.
- C. Reading of minutes of preceding meeting.
- D. Reports of Officers.
- E. Report of Board of Administrators.
- F. Reports of committees.
- G. Election of inspectors of election (when so required).
- H. Election of members of the Board of Administrators (when so required).
- I. Unfinished business.
- J. New Business.

Section 8. Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, or in any other real estate tenancy relationship recognized under the laws of the State of Nebraska, or in the name of one or more corporation(s) or partnership(s), or in the name of a fiduciary.

Section 9. Voting. Voting at all meetings of the Association of Co-Owners shall be on a percentage basis and the percentages of the vote to which each Co-Owner is entitled shall be the Percentage Interest assigned to his Unit in the Master Deed. Where the ownership of a Unit is in more than one person, then the person who shall be entitled to cast the vote of that Unit shall be the person named in a certificate signed by all of the owners of the Unit and filed with the Secretary. Such certificate shall be valid until revoked by a subsequent certificate. Wherever the approval or disapproval of a Co-Owner is required by the Condominium Act, the Master Deed or these By-Laws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Co-Owner of such Unit at any meeting of the Association of Co-Owners. Except where a greater number is required by the Condominium Property Act, the Master Deed, or these By-Laws, a majority of the Co-Owners present is required to adopt decisions at any meeting of the Association of Co-Owners. If the Developer or the Board of Administrators owns or holds title to one or more Units, the Developer or the Board of Administrators, as the case may be, shall have the right at any meeting of the Association of Co-Owners to cast the votes to which such Unit(s) is entitled.

Section 10. Proxies. A vote may be cast in person or by proxy. Proxies may be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 11. Majority of Co-Owners. As used in these By-Laws, the term "majority of the Co-Owners" shall mean those Co-Owners having more than fifty percent (50%) of the aggregate Percentage Interests of all Co-Owners. Any specified percentage or proportion of the Co-Owner means the Co-Owner of such number of Percentage Interests in the aggregate.

Section 12. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Co-Owners shall constitute a quorum at all meetings of the Association of Co-Owners.

Section 13. Conduct of Meeting. The President shall preside over all meetings of the Association of Co-Owners and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Association of Co-Owners when not in conflict with the Master Deed, these By-Laws, or the Condominium Property Act.

ARTICLE III

Board of Administrators

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Administrators. The Board of Administrators shall be composed of five (5) persons, all of whom shall be officers, directors, or designees of the Developer or Co-Owners of Units; provided, however, that anything in these By-Laws to the contrary notwithstanding, until the first annual meeting of the Association of Co-Owners (as provided in Article II, Section 2):

- A. All of the members of the Board of Administrators shall be selected and designated by the Developer; and
- B. The Developer shall have the right in its sole discretion to replace such Administrators as may be so selected and designated by it, and to select and designate their successors.

Section 2. Powers and Duties. The Board of Administrators shall have all of the powers and duties necessary for the admin-

istration of the affairs of the Condominium and may do all such acts and things as are not by the Condominium Property Act or by these By-Laws directed to be exercised and done by the Association of Co-Owners. The Board of Administrators shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium provided such Rules and Regulations shall not be in conflict with the Condominium Property Act or the Master Deed. The Board of Administrators shall delegate to one of its members the authority to act on behalf of the Board of Administrators on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board of Administrators. In addition to the duties imposed by these By-Laws or by any resolution of the Association of Co-Owners that may hereafter be adopted, the Board of Administrators shall have the power to, and be responsible for, the following:

- A. Preparation of an annual budget, in which there shall be established the contribution of each Co-Owner to the Common Expense.
- B. Making assessments against Co-Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Co-Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Administrators, the annual assessment against each Co-Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.
- C. Providing for the operation, care, upkeep, maintenance, and surveillance of all of the Property and services of the Condominium.
- D. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Common Elements, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purpose of equipment, supplies, and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Co-Owners.
- E. Collecting the assessments against the Co-Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.
- F. Making the amending Rules and Regulations respecting the use of the Property.
- G. Opening of bank accounts on behalf of the condominium and designating the signatories required therefor.
- H. Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- I. Enforcing by legal means the provisions of this Master Deed, these By-Laws, and the Rules and Regulations for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Co-Owners.

- J. Obtaining and carrying insurance against casualties and liabilities, as provided in Article VI of these By-Laws, and paying the premium cost thereof.
- K. Paying the cost of all services rendered to the Condominium and not billed to Co-Owners of individual Units.
- L. Keeping books with detailed accounts in chronological order to the receipts and expenditures affecting the Property and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by any Co-Owner, his duly authorized agent or attorney, or by any prospective purchaser of a Unit, at convenient hours on working days at the times and in the manner that shall be set and announced by the Board of Administrators for the general knowledge of the Co-Owners. Any prospective purchase may be designated as such by a Co-Owner in writing. All books and records shall be kept in accordance with good and accepted accounting practices.
- M. Notifying the mortgagee of any Unit of any default by the Co-Owner of such Unit whenever requested in writing by such mortgagee to send such notice.
- N. To do such other things and acts not inconsistent with the Condominium Property Act and with the Master Deed which it may be authorized to do by a resolution of the Association.

Section 3. Managing Agent. The Board of Administrators may employ for the Condominium a professional Managing Agent at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize, including, but not limited to, the duties listed in paragraphs A, C, D, E, H, J, K, L, M, and N of Section 2 of this Article III. The Board of Administrators may delegate to the Managing Agent all of the powers granted to the Board of Administrators by these By-Laws other than the powers set forth in paragraphs B, F, G, and I of Section 2 of this Article III.

Section 4. Election and Term of Office. At the first annual meeting of the Association of Co-Owners, the term of office of two (2) members of the Board of Administrators shall be fixed at three (3) years, the term of office of two (2) members of the Board of Administrators shall be fixed at two (2) years, and the term of office of one (1) member of the Board of Administrators shall be fixed at one (1) year. At the expiration of the initial term of his office of each respective member of the Board of Administrators, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Administrators shall hold office until their respective successors shall have been elected by the Association of Co-Owners.

Except as otherwise provided herein, nominations for election to the Board of Administrators shall be made separately for each position to be elected by ballot. The names placed in nomination shall be submitted to a vote of the Co-Owners. In the event that no candidate receives the vote of a majority of Co-Owners, the names of the two (2) candidates receiving the greatest number of votes on the first ballot shall be resubmitted for a vote of the Co-Owners and the candidate receiving the greatest number of votes on the second ballot shall be deemed to be elected to such position on the Board of Administrators.

Section 5. Removal of Members of the Board of Administrators. At any regular or special meeting duly called, any one or more of the members of the Board of Administrators may

be removed with or without cause by a majority of the Co-Owners, and a successor may then and there be elected to fill the vacancy thus created. Any administrator whose removal has been proposed by the Co-Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof, and he shall be given an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, so long as the Developer is entitled to elect all of the members of the Board of Administrators (as provided in Article 11, Section 2), no person selected and designated by the Developer as a member of the Board of Administrators may be removed without the consent of the Developer and in such event the Developer shall select and designate his successor.

Section 6. Vacancies. Vacancies in the Board of Administrators caused by any reason other than the removal of an administrator by a vote of the Association of Co-Owners shall be filled by a vote of a majority of the remaining administrators at a special meeting of the Board of Administrators held for that purpose promptly after the occurrence of any such vacancy, even though the administrators present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Administrators for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Association of Co-Owners; provided, however, that the vacancy of any Administrator designated by the Developer pursuant to a right of the Developer to make such designation shall be filled by the Developer.

Section 7. Organization Meeting. The first meeting of the members of the Board of Administrators following the annual meeting of the Association of Co-Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Association of Co-Owners at the meeting at which such Board of Administrators shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Administrators in order legally to constitute such meeting, providing a majority of the whole Board of Administrators shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Administrators may be held at such time and place as shall be determined from time to time by a majority of the administrators, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Administrators shall be given to each administrator, in person, by mail or by telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Administrators may be called by the President on three (3) business days' notice to each administrator, given personally, by mail, or by telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Administrators shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) administrators.

Section 10. Waiver of Notice. Any administrator may, at any time, in writing, waive notice of any meeting of the Board of Administrators, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an administrator at any meeting of the Board of Administrators shall constitute a waiver of notice by him of the time and place of such meeting. If all administrators are present at any meeting of the Board of Administrators, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Administrators. At all meetings of the Board of Administrators, a majority of the administrators shall constitute a quorum for the transaction of business, and the votes of a majority of the administrators present

at a meeting at which a quorum is present shall constitute the decision of the Board of Administrators. If at any meeting of the Board of Administrators there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting 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 Administrators shall be empowered to obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a Common Expense.

Section 13. Compensation. No administrator shall receive any compensation from the Condominium for acting as such.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Administrators and the Secretary shall keep a Minute Book of the Board of Administrators recording therein all resolutions adopted by the Board of Administrators and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Board of Administrators when not in conflict with the Master Deed, these By-Laws, or the Condominium Property Act.

Section 15. Liability of the Board of Administrators. The members of the Board of Administrators shall not be liable to the Co-Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Co-Owners shall indemnify and hold harmless each of the administrators from and against all contractual liability to others arising out of contracts made by the Board of Administrators on behalf of the Co-Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the Co-Owners. It is also intended that the liability of any Co-Owners arising out of any contract made by the Board of Administrators or out of the aforesaid indemnity in favor of the members of the Board of Administrators shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all of the Co-Owners. Every agreement made by the Board of Administrators or by the Managing Agent on behalf of the Co-Owners shall, if obtainable, provide that the members of the Board of Administrators, or the Managing Agent, as the case may be, are acting only as agents for the Co-Owners and shall have no person liability thereunder (except as Co-Owners), and that each Co-Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all Co-Owners.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, and the Secretary-Treasurer (the office of Secretary-Treasurer may be divided between two (2) persons, one of whom is designated as Secretary and the other of whom is designated as Treasurer), all of who shall be elected by the Board of Administrators. The Board of Administrators may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board of Administrators. Any other officers may be, but shall not be required to be, members of the Board of Administrators.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Administrators at the organization meeting of each new Board of Administrators and shall hold office at the pleasure of the Board of Administrators.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Administrators, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Administrators, or at any special meeting of the Board of Administrators called for such purpose.

Section 4. President. The President shall be the chief executive of the Condominium. He shall preside at all meetings of the Association of Co-Owners and of the Board of Administrators. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Act of the State of Nebraska, including, but not limited to, the power to appoint committees from among the Co-Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administrators shall appoint some other member of the Board of Administrators to act in 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 by the Board of Administrators or by the President.

Section 6. Secretary-Treasurer. The Secretary shall keep the minutes of all meetings of the Association of Co-Owners and of the Board of Administrators. He shall have charge of such books and papers as the Board of Administrators may direct; and he shall, in general, perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Act of the State of Nebraska. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Administrators, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Administrators; and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Act of the State of Nebraska.

Section 7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Administrators.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Assessments Against Co-Owners.

- A. Fiscal Year. The fiscal year of the Condominium shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of each year.
- B. Preparation and Approval of Budget. Each year on or before December 1, the Board of Administrators shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Administrators to maintain, repair, and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Condominium Property Act, these By-Laws, or a resolution of the Association of Co-Owners, and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Property and the rendering to the Co-Owners of all related services. Such budget shall also include such reasonable amounts as the Board of Administrators considers necessary to provide working capital for the Condominium, a general operating reserve, and reserves for contingencies and replacements. The Board of Administrators shall send to each Co-Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Co-Owner, on or before December 10 preceding the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Co-Owner's contribution for the Common Expenses of the Condominium.
- C. Assessment and Payment of Common Expenses. The total amount of the estimated funds required by the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Administrators shall be assessed against each Co-Owner in proportion to his respective Percentage Interest, and shall be a lien against each Co-Owner's Unit as of the first day of the fiscal year to which such budget applies. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Co-Owner shall be obligated to pay to the Board of Administrators or the Managing Agent (as determined by the Board of Administrators), one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Administrators shall supply to all Co-Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Administrators for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Administrators deems it advisable, be credited according to each Co-Owner's Percentage Interest to the next monthly installments due from Co-Owners under the current fiscal year's budget, until exhausted, and any net shortage shall, if the Board of Administrators deems it advisable, be added according to each Co-Owner's Percentage Interest to the installments due in the succeeding six (6) months after the rendering of the accounting.
- D. Reserves. The Board of Administrators shall be empowered to build up and maintain reasonable reserves for working capital, operations, contingencies, and replacements.

Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Co-Owner's assessment, the Board of Administrators may at any time levy a further assessment, which shall be assessed against the Co-Owners according to their respective Percentage Interests, and which may be payable in a lump sum or in installments as the Board of Administrators may determine. The Board of Administrators shall serve notice of any such further assessment on all Co-Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Co-Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

- E. Initial Assessment. When the first Board of Administrators elected under these By-Laws, as provided in Article III, Section 2 hereof, takes office, it shall determine the budget, as defined in this Section, for the period, commencing thirty (30) days after their election and ending on December 31 of the fiscal year in which their election occurs. Assessments shall be levied against the Co-Owners during said period as provided in paragraph C of this Section.
- F. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Administrators to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-Owner's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Co-Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.
- G. Accounts. All sums collected by the Board of Administrators with respect to assessments against the Co-Owners may be commingled into a single fund but shall be held for each Co-Owner in accordance with his Percentage Interest.

Section 2. Payment of Common Expenses. All Co-Owners shall be obligated to pay the Common Expenses assessed by the Board of Administrators pursuant to the provisions of Section 1 of this Article V. No Co-Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. No Co-Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit. The purchaser of a unit shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice, to the purchaser's right to recover from the selling Co-Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board of Administrators or Managing Agent setting forth the amount of the unpaid assessments against the selling Co-Owner and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if a mortgagee of a first mortgage of record shall obtain title to the

Unit as a result of foreclosure of a first mortgage or as a result of a trustee's sale under a trust deed, such mortgagee, its successors, and assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale shall be collectible from all Co-Owners, including the purchaser at the foreclosure sale, in proportion to their respective Percentage Interests. Upon the sale or conveyance of a Unit, all unpaid assessments against a Co-Owner for his proportionate share of the Common Expenses shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except (i) assessments, liens, and charges for taxes past due and unpaid on the Unit and (ii) payments due under duly recorded mortgage and lien instruments.

Section 3. Collection of Assessments. The Board of Administrators shall take prompt action to collect any assessments for Common Expenses due from any Co-Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 4. Statement of Common Expenses. The Board of Administrators shall promptly provide any Co-Owner so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Co-Owner.

Section 5. Maintenance and Repair.

A. By the Board of Administrators.

1. The Board of Administrators shall be responsible for the maintenance, repair, and replacement (unless necessitated by the negligence, misuse, or neglect of a Co-Owner, in which case such expense shall be charged to such Co-Owner) of the following, the cost of which shall be charged to all Co-Owners as a Common Expense:
 - i. All of the common elements, whether located inside or outside of the Units.
 - ii. All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all walls and floors of a Unit.
 - iii. All incidental damage caused to any Unit by such work as may be done or caused to be done by the Board of Administrators in accordance therewith.

B. By the Co-Owner.

1. Except for the portions of his Unit required to be maintained, repaired, and replaced by the Board of Administrators, each Co-Owner shall be responsible for the maintenance, repair, and replacement, at his own expense, of everything contained within his Unit, including, but not limited to, the following: any interior walls, kitchen and bathroom fixtures and equipment, dishwasher, refrigerator and range, gas fireplace fixture, lighting, heating and air conditioning unit, those parts of the plumbing system which are wholly contained within the Unit or which solely serve the Unit, windows and sliding glass doors and all other access doors, any fireplaces, any electrical circuitry solely serving the Unit and those portions of the garage not designated as Common Elements by the Master Deed. Each Co-Owner shall maintain any lighting fixtures located on the exterior of the Unit located for the general purpose

of illuminating the entry ways, garage, patios or balconies of the Unit. Each Co-Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition and shall do all redecorating, painting, and varnishing which may at any time be necessary to maintain the good appearance of his Unit. Each Co-Owner shall keep his patio or balcony in a clean and sanitary condition, including snow removal therefrom. In addition, each Co-Owner shall be responsible for all damages to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this section. Each Co-Owner shall perform his responsibility in such a manner as shall not unreasonably disturb or interfere with the other Co-Owners. Each Co-Owner shall promptly report to the Board of Administrators or the Managing Agent any defect or need for repairs for which the Board of Administrators is responsible. Each Co-Owner shall promptly report to the Board of Administrators evidence of termites or other bugs, pests, or rodents.

2. Each Co-Owner shall carry out at his sole expenses any works of modification, repair, cleaning, safety, and improvement of his Unit without disturbing the legal use and enjoyment of the rights of the other Co-Owners and without jeopardizing the soundness or safety of the Property, reducing its value or impairing any easement or access to or use of Common Elements.

C. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Administrators.

Section 6. Additions, Alterations, or Improvements by Board of Administration. Whenever in the judgment of the Board of Administrators the Common Elements shall require additions, alterations, or improvements costing in excess of Five Thousand Dollars (\$5,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations, or improvements shall have been approved by a majority of the Co-Owners, the Board of Administrators shall proceed with such additions, alterations, or improvements and shall assess all Co-Owners for the cost thereof as a Common Expense. Any additions, alterations, or improvements costing Five Thousand Dollars (\$5,000.00) or less during any twelve (12) consecutive months may be made by the Board of Administrators without approval of the Co-Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than seventy-five percent (75%) of the members of the Board of Administrators, such additions, alterations, or improvements are exclusively or substantially exclusively for the benefit of the Co-Owner or Co-Owners requesting the same, such requesting Co-Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Administrators. No Administrator may vote on whether such additions, alterations, or improvements are exclusive or substantially exclusively for the benefit of himself, but, in such case, not less than seventy-five percent (75%) of the other Administrators shall make such determination. The foregoing notwithstanding, the Board of Administrators may not lease the Common Elements without the affirmative vote of at least seventy-five percent (75%) of the Co-Owners.

Section 7. Additions, Alterations, or Improvements by Co-Owners. No Co-Owner shall make any structural addition,

alteration, or improvement in or to his Unit without the prior written consent thereto of the Board of Administrators. The Board of Administrators shall be obligated to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration, or improvement in such Co-Owner's Unit within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Administrators to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any Unit shall be executed by the Board of Administrators only, without, however, incurring any liability on the part of the Board of Administrators or any of them to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 7 shall not apply to Units owned by the Developer until such Units shall have been initially sold by the Developer and paid for.

Section 8. Combining Units. The Units of the Building shall remain separate and shall not be physically combined.

Section 9. Restrictions on Use of Units. Each Unit and the Common Elements shall be occupied and used as follows:

- A. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose. The right is reserved by the Developer or its agents to use any unsold Unit or Units for sales or display purposes.
- B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Property, or the contents thereof, applicable for residential or professional use, without the prior written consent of the Board of Administrators. No Co-Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.
- C. No immoral, improper, abnormal, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Co-Owner or the Board of Administrators, whichever shall have the obligation to maintain or repair such portion of the Property.
- D. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Property or which would structurally change the Building except as is otherwise provided in the By-Laws.
- E. No tenant of a Unit may make any noise or cause any annoyance or do any act that may disturb the peace of the other Co-Owners or tenants.
- F. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Administrators.
- G. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reason-

ably suited and which are incident to the use and occupancy of the Units.

- H. No antennas may be erected by any Co-Owner.
- I. No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated thereon.
- J. Each Co-Owner shall maintain the physical security of the Building, including keeping locks on exterior Unit doors, sliding glass doors, and windows in good repair.
- K. Patios and balconies may not be totally or partially enclosed without the permission of the Board of Administrators.
- L. Each Co-Owner shall be responsible for the control and supervision of any pet owned by said Co-Owner and kept anywhere on the Property. Pets and Pet Areas shall be maintained in a sanitary condition, and each Co-Owner shall be responsible for the removal of any wastes deposited by any such pet on or about the Common Elements.
- M. Each Co-Owner shall be responsible for the control of cooking odors within his Unit by appropriate use of kitchen vents provided for such purpose.

Section 10. Right of Access. A Co-Owner shall grant a right of access to his Unit to the Board of Administrators or the Managing Agent, or any other person authorized by the Board of Administrators or the Managing Agent, or any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements, or for the purpose of performing installations, alternations, or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate, whether the Co-Owner is present at the time or not.

Section 11. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated and amended by the Board of Administrators, provided that such Rules and Regulations are not contrary to or inconsistent with the Condominium Property Act, the Master Deed, or the By-Laws. Copies of the Rules and Regulations shall be furnished by the Board of Administrators to each Co-Owner prior to the time when the same shall become effective.

Section 12. Electricity, Water, Gas Charges, and Sewer Rates, and Cable Television. Electricity, water, gas, sewer rents, and cable television shall be supplied to each Unit separately and through separate meters where applicable. Each Co-Owner shall be required to pay the bills for said services consumed or used in his Unit. Electricity, water, gas, and sewer rents serving the Common Elements shall be separately metered; and the Board of Administrators shall pay all bills for such expenses consumed in such portions of the Common Elements as a Common Expense.

Section 13. Parking Spaces and Storage Areas. All parts of the Common Elements identified as parking areas in the Plat of Condominium Subdivision recorded simultaneously with the Master Deed and these By-Laws shall be used by the Co-Owners for self-service parking purposes and may be assigned to each Co-Owner by the Board of Administrators on an equitable basis. The Board of Administrators may, in its discretion, charge a monetary rental

for use of certain parking spaces. Storage areas, if any, may be assigned to Co-Owners for use by them on an equitable basis. The cost of maintenance and repair of all parking areas and storage areas shall be a Common Expense.

ARTICLE VI

Insurance

Section 1. Authority to Purchase. Except as otherwise provided in Section 3 of this Article VI, all insurance policies relating to the Property shall be purchased by the Board of Administrators as trustee for the Co-Owners of the Units and their respective mortgagees, as their interests may appear, which insurance shall be governed by the following provisions:

- A. The Board of Administrators shall be required to make every effort to obtain a single master policy covering physical damage for the entire Property under which the insurance company will issue to each Co-Owner a certificate or sub-policy specifying the portion of the master policy allocated to each Co-Owner's Unit and his Percentage Interest in the Common Elements. The master policy shall also provide that (i) each Co-Owner shall have the right to request an increase in the coverage allocated to his Unit by reason of improvements made solely to his Unit, but any additional premium resulting from such additional coverage shall be billed by the insurance company directly to, and shall be paid by, such Co-Owner; and (ii) each Co-Owner shall have the right to obtain, at his own expense, an endorsement to the master policy insuring him for the cost of emergency shelter in the event of damage rendering his Unit uninhabitable.
- B. In addition, the Board of Administrators shall be required to make every effort to secure a master policy covering physical damage that will provide the following:
 1. That the insurer waives its rights of subrogation to any claims against the Board of Administrators, the Managing Agent, the Co-Owners, and their respective agents, employees, guests, tenants, and, in the case of Co-Owners, the members of their households;
 2. That the master policy on the Property cannot be canceled, invalidated, or suspended on account of the conduct of any member, officer, or employee of the Board of Administrators or the Managing Agent, without a prior demand in writing that the Board of Administrators or the Managing Agent cure the defect;
 3. That any "no other insurance" clause contained in the master policy shall expressly exclude individual Co-Owners' policies from its operation;
 4. That until the expiration of ten (10) days after the insurer gives notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Co-Owner of such Unit, the Other Co-Owners, the Board of Administrators, or any of their agents, employees, or household members, nor canceled for non-payment of premiums;
 5. That the master policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Board of Administrators and all mortgagees of Units;
 6. That the net proceeds of such policies, if less than Twenty-Five Thousand Dollars (\$25,000.00), shall be payable to the Board of Administrators, and if more

than Twenty-Five Thousand Dollars (\$25,000.00) shall be payable to the Insurance Trustee designated in Section 4 of this Article;

7. That the master policy shall contain a standard mortgage clause in favor of each mortgagee of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereafter shall be payable to such mortgagee and the Co-Owner as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in Sections 4 and 5 of this Article VI.
- C. All policies of insurance shall be written with a company licensed to do business in the State of Nebraska and holding a rating of most favorable or equivalent by Best's Insurance Reports.
 - D. In no event shall the insurance coverage obtained and maintained by the Board of Administrators hereunder be brought into contribution with insurance purchased by individual Co-Owners or their mortgagees, unless otherwise required by Nebraska or other applicable law or insurance company regulations.
 - E. Each Co-Owner shall be required to notify the Board of Administrators of all improvements made by the Co-Owner to his Unit, the value of which is in excess of Three Thousand Dollars (\$3,000.00).
 - F. Any Co-Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Co-Owner shall be required to file a copy of such individual policy or policies with the Board of Administrators within thirty (30) days after the purchase of such insurance.

Section 2. Insurance Coverage.

- A. The Board of Administrators shall be required to obtain and maintain the following insurance: (1) fire insurance with extended coverage, vandalism, malicious mischief, and windstorm endorsements, insuring the entire Property (including all of the Units and the bathroom and kitchen fixtures initially located therein upon the creation of the Condominium, but not including furniture, furnishings, or other personal property supplied or installed by Co-Owners), together with all air conditioning equipment and other service machinery contained therein and covering the interests of the Board of Administrators and all Co-Owners and their mortgagees, as their interest may appear, in an amount equal to the maximum insurable replacement value of the Property, without deduction for depreciation; (2) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (3) such other insurance as the Board of Administrators may determine or as may be requested from time to time by a majority of the Co-Owners.
- B. The Board of Administrators shall also be required to obtain and maintain, to the extent obtainable, public liability and property damage insurance in such limits as the Board of Administrators may from time to time determine, insuring each member of the Board of Administrators, the Managing Agent, and each Co-Owner against any liability to the public or to the Co-Owners (and their invitees, agents, and employees) arising out of, or incident to, the ownership and/or use of the

Common Elements. Said insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured. The Board of Administrators shall review such limits once each year, but in no event shall such insurance be less than Two Hundred Thousand Dollars (\$200,000.00) with respect to any one person and Five Hundred Thousand Dollars (\$500,000.00) with respect to any one accident or occurrence and Fifty Thousand Dollars (\$50,000.00) with respect to any claim for property damage. It shall be the responsibility of each Co-Owner to obtain, at his own expense, liability insurance with respect to his ownership and/or use of his Unit, and the Board of Administrators shall not be responsible for obtaining such insurance.

- C. A duplicate original of the master policy of physical damage insurance, all renewals thereof, and all sub-policies or certificates issued thereunder, 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. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Administrators shall obtain an appraisal from an insurance company, or such other source as the Board of Administrators may determine, of the full replacement value of the Property, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Section.

Section 3. Separate Insurance. Each Co-Owner shall have the right, at his own expense to obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability, provided that no Co-Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Administrators, on behalf of all Co-Owners, may realize under any insurance policy which it may have in force on the Property at any particular time or to cause any insurance coverage maintained by the Board of Administrators to be brought into contribution with such additional insurance coverage obtained by the Co-Owner. All such additional policies shall contain waivers of subrogation.

Section 4. Insurance Trustee.

- A. The Board of Administrators shall have the right to designate any bank, trust company, savings and loan association, building loan association, insurance company, or any institutional lender as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of these By-Laws.
- B. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these By-Laws, for the benefit of the Co-Owners of the Units and their respective mortgagees.

Section 5. Board of Administrators as Agent. The Board of Administrators is hereby irrevocably appointed the agent for each Co-Owner of a Unit and for each mortgagee of a Unit and for each owner of any other interest in the Property to adjust all claims arising under insurance policies purchased by the Board of Administrators and to execute and deliver releases upon the payment of claims.

Section 6. Premiums. Premiums upon all insurance policies purchased by the Board of Administrators shall be deemed to be a Common Expense.

ARTICLE VII

Repair and Reconstruction After Fire or Other Casualty

Section 1. When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any part of the Building as a result of fire, or other casualty (unless more than three-fourths (3/4) of the Building is destroyed and three-fourths (3/4) of the Co-Owners fail to vote in favor of reconstruction and repair of the Buildings at a meeting called within one hundred (100) days after the occurrence of the casualty; or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter), the Board of Administrators shall arrange for and supervise the prompt repair and restoration of the Building (including any damaged Units, and any floor coverings or any kitchen or bathroom fixtures initially located therein upon the creation of the Condominium, and replacements thereof installed by the Co-Owners, but not including any other furniture, furnishings, fixtures, or equipment installed by the Co-Owners in the Units). Notwithstanding the foregoing, each Co-Owner shall have the right to supervise the redecorating of his own Unit.

Section 2. Procedure for Reconstruction and Repair.

- A. Cost Estimates. Immediately after a fire or other casualty causing damage to any Building, the Board of Administrators shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building (including any damaged Units, and any floor coverings and kitchen and bathroom fixtures initially located therein upon creation of the Condominium, and replacements thereof installed by the Co-Owner, but not including any other furniture, furnishing, fixtures, or equipment installed by the Co-Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Administrators determines to be necessary.
- B. Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Administrators, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-Owners who own the damaged Units and against all Co-Owners in the case of damage to Common Elements, in sufficient amounts to provide payment of such costs. Such assessments against Co-Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Co-Owners' respective Percentage Interests.
- C. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed.

- D. Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the Plat of Condominium Subdivision under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed Building shall stand.

Section 3. Disbursements of Construction Funds.

- A. Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Administrators from assessments against Co-Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceed Twenty-Five Thousand Dollars (\$25,000.00), then the funds collected by the Board of Administrators from assessments against the Co-Owners shall be deposited by the Board of Administrators with the Insurance Trustee, and the entire construction fund shall be disbursed by the Insurance Trustee; otherwise the construction fund shall be held and disbursed by the Board of Administrators.
- B. Method of Disbursement. The construction fund shall be paid by the Board of Administrators or the Insurance Trustee, as the case may be, in appropriate progress payments, to such contractors, suppliers, and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the Building as are designated by the Board of Administrators.
- C. Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Co-Owners and their mortgagees who are the beneficial owners of the funds; provided, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by the Co-Owner into the construction fund shall not be made payable to any mortgagee.
- D. Common Elements. When the damage is to both the Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and the balance to the cost of repairing the Units in the shares set forth above.
- E. Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, of the Condominium certifying (i) whether or not the damaged property is required to be reconstructed and repaired and, if such reconstruction and repair is not required, whether or not the Co-Owners have voted in favor of such reconstruction and repair as provided in these By-Laws; (ii) the name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the Co-Owners; and (iii) all other matters concerning the holding and disbursing of any construction funds held by it. Any such certificate

shall be delivered to the Insurance Trustee promptly after request.

Section 4. When Reconstruction is not Required. If more than three-fourths (3/4) of the Building is destroyed by fire or other casualty and three-fourths (3/4) of the Co-Owners fail to vote in favor of repair or restoration, within the period of time prescribed by Section 1 of this Article VII; the Board of Administrators shall record, with the Register of Deeds, notice setting forth such facts, and upon the recording of such notice:

- A. The Property shall be deemed to be owned in common by the Co-Owners;
- B. The undivided interest in the Property owned in common which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements;
- C. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-Owner in the Property; and
- D. The Property shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund and shall be divided among all the Co-Owners in a percentage equal to the Percentage Interest of each Co-Owner, after first paying out of the respective shares of the Co-Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the property owned by each Co-Owner.

ARTICLE VIII

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Property, the award made for such taking shall be payable to the Board of Administrators if such award amounts to Twenty-Five Thousand Dollars (\$25,000.00) or less, and to the Insurance Trustee if such award amounts to more than Twenty-Five Thousand Dollars (\$25,000.00). Such award shall be disbursed as follows:

- A. If (i) less than three-fourths (3/4) of the Building is destroyed by such taking, or (ii) if more than three-fourths (3/4) of the Building is destroyed by such taking and three-fourths (3/4) of the Co-Owners vote in favor of the repair or reconstruction of the Property at a meeting which shall be called within one hundred (100) days after the taking, then in either case such reconstruction or repair shall be accomplished in the same manner as set forth in Article VII of these By-Laws in the case of damage by fire other casualty.
- B. If more than three-fourths (3/4) of the Building is destroyed by such taking and three-fourths (3/4) of the Co-Owners fail to vote in favor of reconstruction or repair of the Property within one hundred (100) days after the taking, the Board of Administrators shall record, with the Register of Deeds, a notice setting forth such facts, and upon the record of such notice:
 1. The Property shall be deemed to be owned in common by the Co-Owners;
 2. The undivided interest in the Property owned in common which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements;

3. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-Owner in the property; and
4. The Property shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund and shall be divided among all the Co-Owners in a percentage equal to the Percentage Interest of each Co-Owner, after first paying out of the respective shares of the Co-Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the Property owned by each Co-Owner.

ARTICLE IX

Sales, and Other Alienation of Units

Section 1. No Severance of Ownership. No Co-Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instruments purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described thereon. No part of the interests in the Common Elements of any Unit may be sold, transferred, given, devised, or otherwise disposed of, except as part of a sale, transfer, gift, devise, or other disposition of the Unit to which such interests are appurtenant, or as a part of a sale, transfer, gift, devise, or other disposition of such part of the interests in the Common Elements of all Units.

Section 2. Payment of Assessments. No Co-Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of Administrators all unpaid Common Expenses theretofore assessed by the Board of Administrators against his Unit, except permitted mortgages.

Section 3. Mortgage of Units. No Co-Owner shall mortgage his Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund, or other institutional lender. Any such mortgage shall be substantially in the form on file with the Board of Administrators, except for such changes or additions as may be legally necessary to make the mortgage loan, or to the extent permitted in writing by the Board of Administrators.

ARTICLE X

Mortgages

Section 1. Notice to Board of Administrators. A Co-Owner who mortgages his Unit shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators.

Section 2. Notice to Unpaid Assessments for Common Expenses. The Board of Administrators, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Co-Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Administrators, when giving notice to a Co-Owner of a default in paying an

assessment for Common Expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering such Co-Owner's Unit whose name and address has theretofore been furnished to the Board of Administrators.

ARTICLE XI

Compliance and Default

Section 1. Relief. Each Co-Owner of a Unit shall be governed by, and shall comply with, all of the terms of the Master Deed, these By-Laws, and the Rules and Regulations, and any amendments of the same. A default by a Co-Owner shall entitle the Association of Co-Owners, acting through its Board of Administrators or through the Managing Agent, to the following relief:

- A. Legal Proceedings. Failure to comply with any of the terms of the Master Deed, these By-Laws, and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in this By-Laws, and any combination thereof, and all of which relief may be sought by the Association of Co-Owners, Board of Administrators, the Managing Agent, or, if appropriate, by any aggrieved Co-Owner.
- B. Additional Liability. Each Co-Owner shall be liable for the expense of all maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or the act, neglect, or carelessness of any member of his family or his employees, agent, or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Administrators. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment or any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
- C. Costs and Attorneys' Fees. In any proceedings arising out of any alleged default by a Co-Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.
- D. No Waiver of Rights. The failure of the Association of Co-Owners, the Board of Administrators, or of a Co-Owner to enforce any right, provision, covenant, or condition which may be granted by the Master Deed, these By-Laws, or the Rules and Regulations shall not constitute a waiver of the right of the Association of Co-Owners, the Board of Administrators, or the Co-Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association of Co-Owners, the Board of Administrators, or any Co-Owner pursuant to any term, provision, covenant, or condition of the Master Deed, these By-Laws, or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Master Deed, these By-Laws, or the Rules and Regulations, or at law or in equity.

- E. Interest. In the event of a default by any Owner in paying any Common Expenses or other sum assessed against him which continues for a period in excess of fifteen (15) days, such Owner shall be obligated to pay interest on the amount due at the rate of twelve percent (12%) per annum from the due date thereof.
- F. Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Board of Administrators, or the breach of any By-Law contained herein, or the breach of any provision of the Master Deed, shall give the Board of Administrators the right, in addition to any other rights set forth in these By-Laws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Co-Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (iii) to temporarily suspend the rights of such Co-Owner, members of his family and invitees from using any of the Common Elements.

Section 2. Lien for Contributions.

- A. The total annual contribution of each Co-Owner is hereby declared to be a lien levied against the Unit of such Co-Owner within the purview of the Condominium Property Act [Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1976)], which lien shall be effective as of the first day of such year, and shall be subject to any prior recorded mortgage. The Board of Administrators, or the Managing Agent, may file or record documents as may be required by the then laws of the State of Nebraska to confirm the establishment of such lien.
- B. In any case where an assessment against a Co-Owner is payable in installments, upon a default by such Co-Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Co-Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Administrators, and the then balance owing may be declared due and payable in full by the service of notice of such effect upon the defaulting Co-Owner by the Board of Administrators or the Managing Agent.
- C. The lien for contributions may be foreclosed in the manner provided by the laws of the State of Nebraska by suit brought in the name of the Board of Administrators, or the Managing Agent, acting on behalf of the Association of Co-Owners. During the pendency of such suit, the Co-Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the then laws of the State of Nebraska.
- D. Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE XII

Miscellaneous

Section 1. Notices. All notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by mail, first-class, postage prepaid, (i) if to a Co-Owner, at the address which the Co-Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Co-Owner, or (ii) if the Association of Co-Owners, the Board of Administrators, or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Co-Owners pursuant to this Section.

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

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE XIII

Amendments to By-Laws

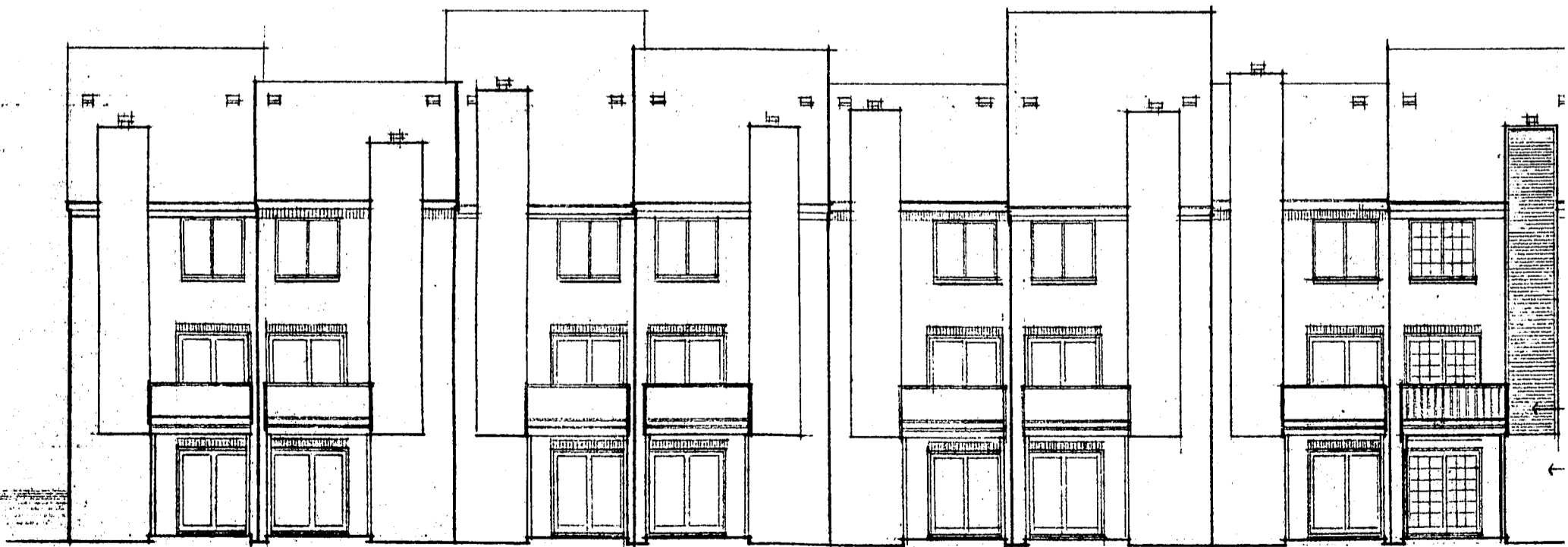
Section 1. Amendments. The Developer may, without limitation, amend these By-Laws until the time that the Developer no longer holds a Percentage Interest or until two (2) years from the date of recording of the Master Deed in the office of the Register of Deeds of Lancaster County, Nebraska, whichever occurs later, with or without the consent of any Co-Owner or holder of any other Percentage Interest, this right to amend being an exclusive right of the Developer until the occurrence of the latter of one of the above and foregoing events. Subsequent to the time that the Developer no longer holds a Percentage Interest or until two (2) years from the date of recording of the Master Deed in the office of the Register of Deeds of Lancaster County, Nebraska, whichever occurs later, these By-Laws may be amended by vote of at least sixty-six and two-thirds percent (66 2/3%) of the total owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of these By-Laws. Notice of proposed amendments shall be given to each Co-Owner at least fourteen (14) days in advance of any meeting at which such amendment will be discussed and/or voted upon.

Section 2. Recording. A modification or amendment of these By-Laws shall become effective only if such modification or amendment is recorded in the land records in and for Lancaster County, Nebraska.

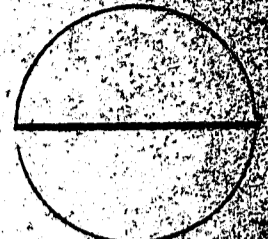
Section 3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Property Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium, and all Co-Owners shall be bound to abide by such modification or amendment.



FRONT ELEVATION scale 4" = 1'-0"

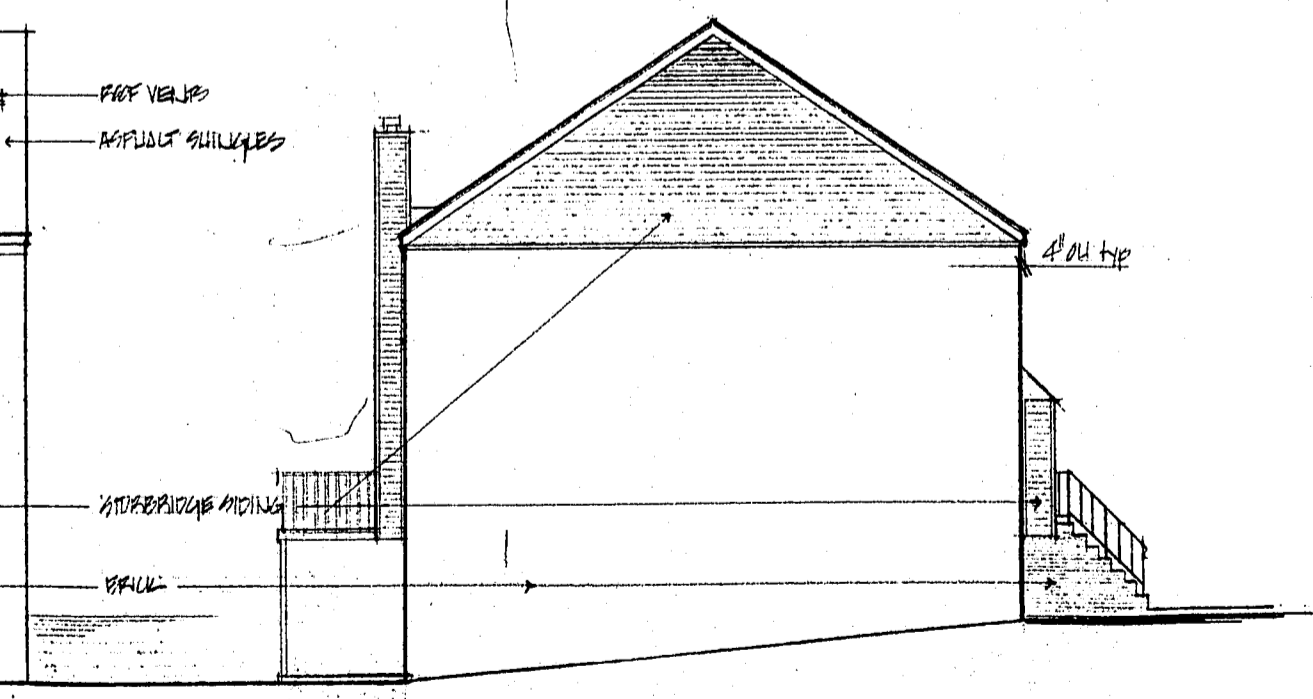


REAR ELEVATION scale 4" = 1'-0"

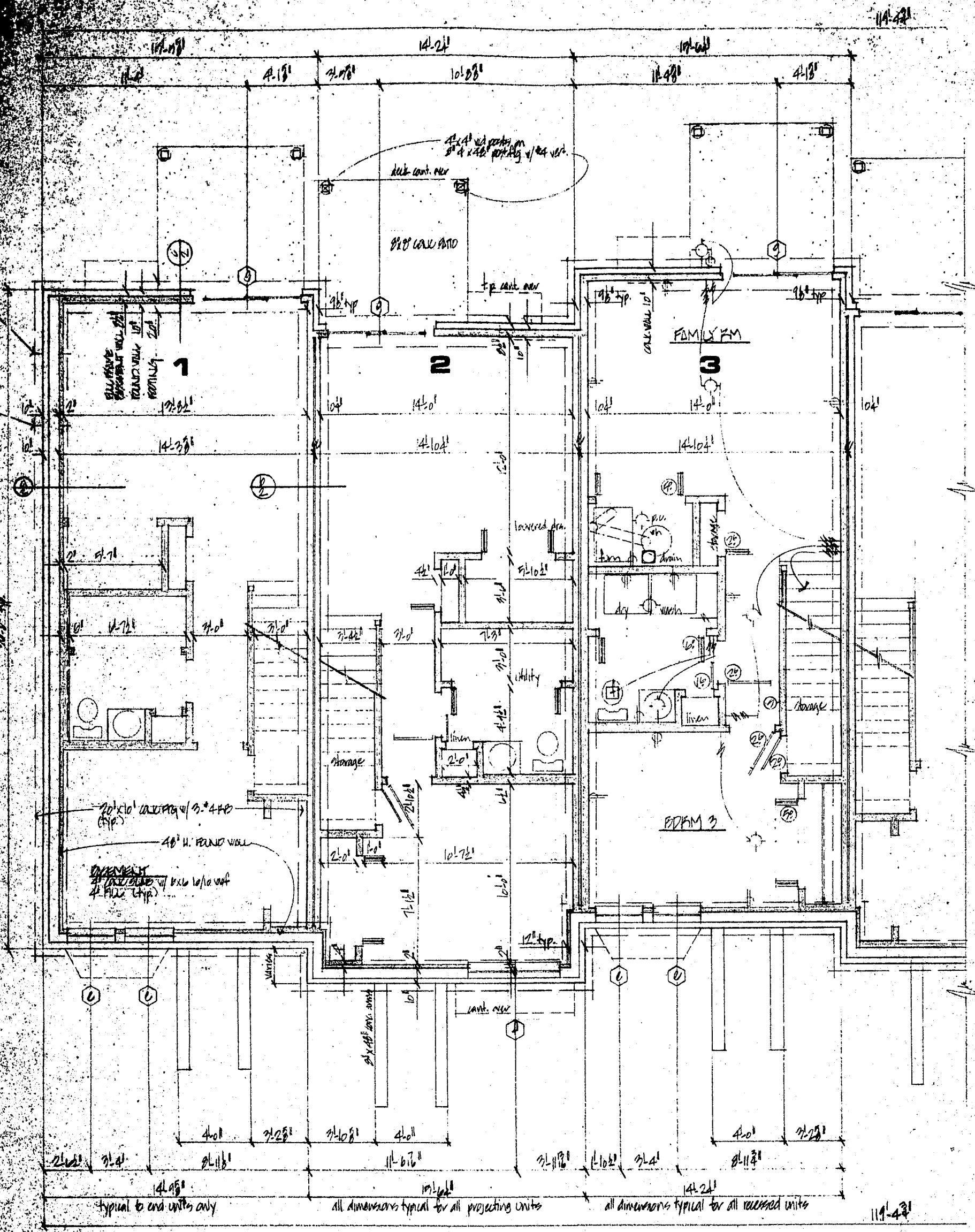


Home 221111-111111
 Plan No. 012 25 2010
 B. PLEX
 or
ROBERT YANT
 476-6061 Lincoln

(typ)



SIDE ELEVATION - typ 1/8" = 1'-0"



28'0" 10' 00"

MURRAY VANIEER
 AIR SPACE
 2" ABOVE WALL
 23'6" 10' 00"
 FLOOR WALL
 2' x 2" 10' 00"
 2" ABOVE WALL
 2" GYP RD

A.B. 6'0" 00"

PLUMBING
 VEEPHOLE 2" 00"

10" RAISED CONCRETE WALL
 1/4" 3" x 4" 8" 2'0" vent
 WATERPROOFING

2" MINIM

2" WALLER
 1/4" CONCRETE
 1/4" 1/2" 10'0" UNIT
 20' x 10' CONCRETE
 1/4" 3" x 4" 8" 2'0" vent

ELID WALL
 A
 2

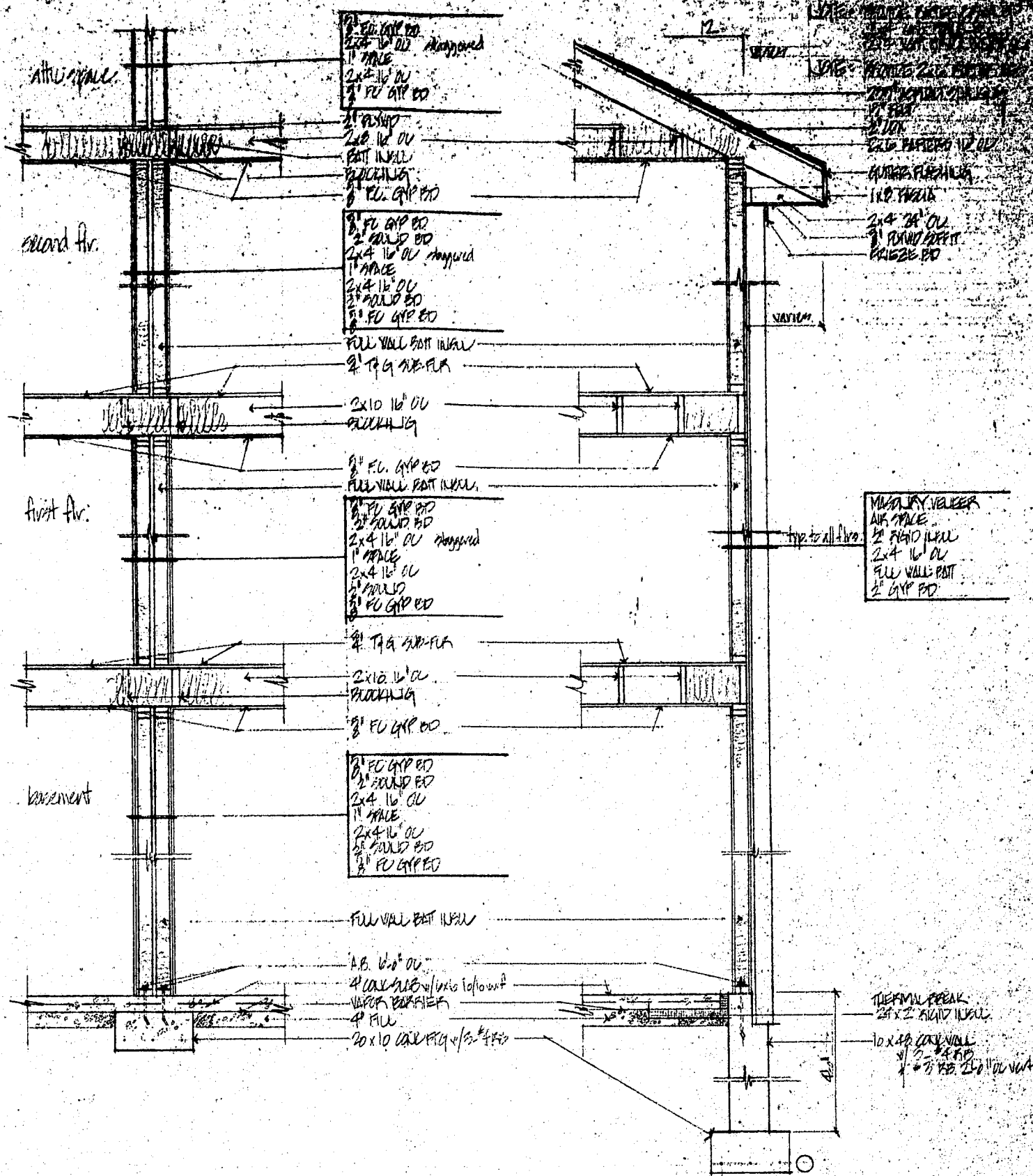
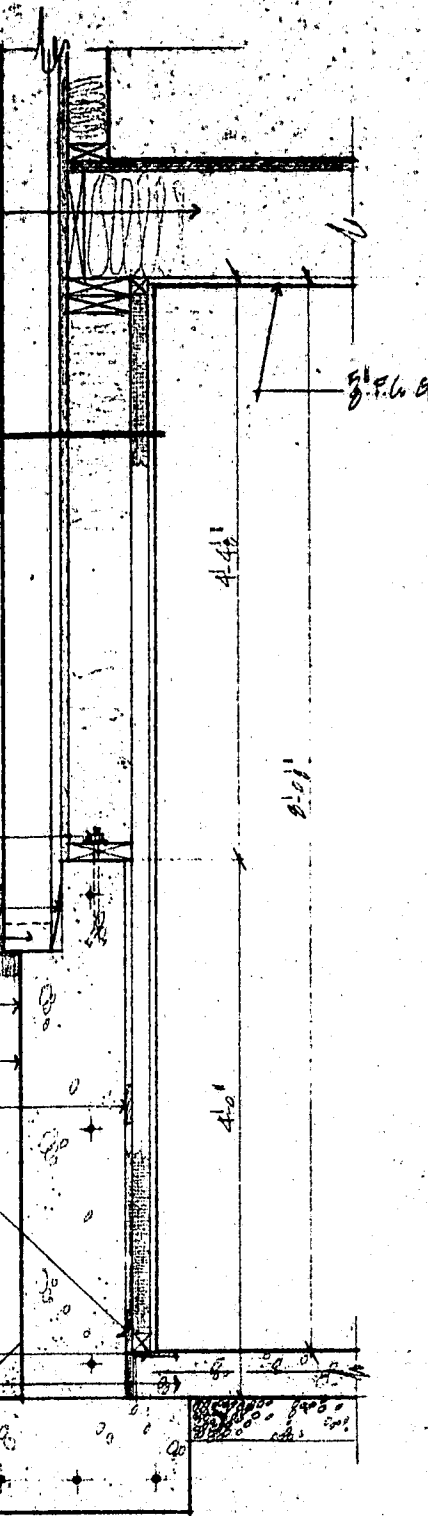
FLOOR PLAN & FOUNDATION PLAN

NOTE:
 ALL DIMENSIONS TYPICAL EXCEPT AS NOTED
 ALL DIMENSIONS TYPICAL FOR ALL PROJECTING UNITS
 ALL DIMENSIONS TYPICAL FOR ALL RECESSED UNITS

2'0" 10' 00"

14' 9 1/2"

14' 9 1/2"

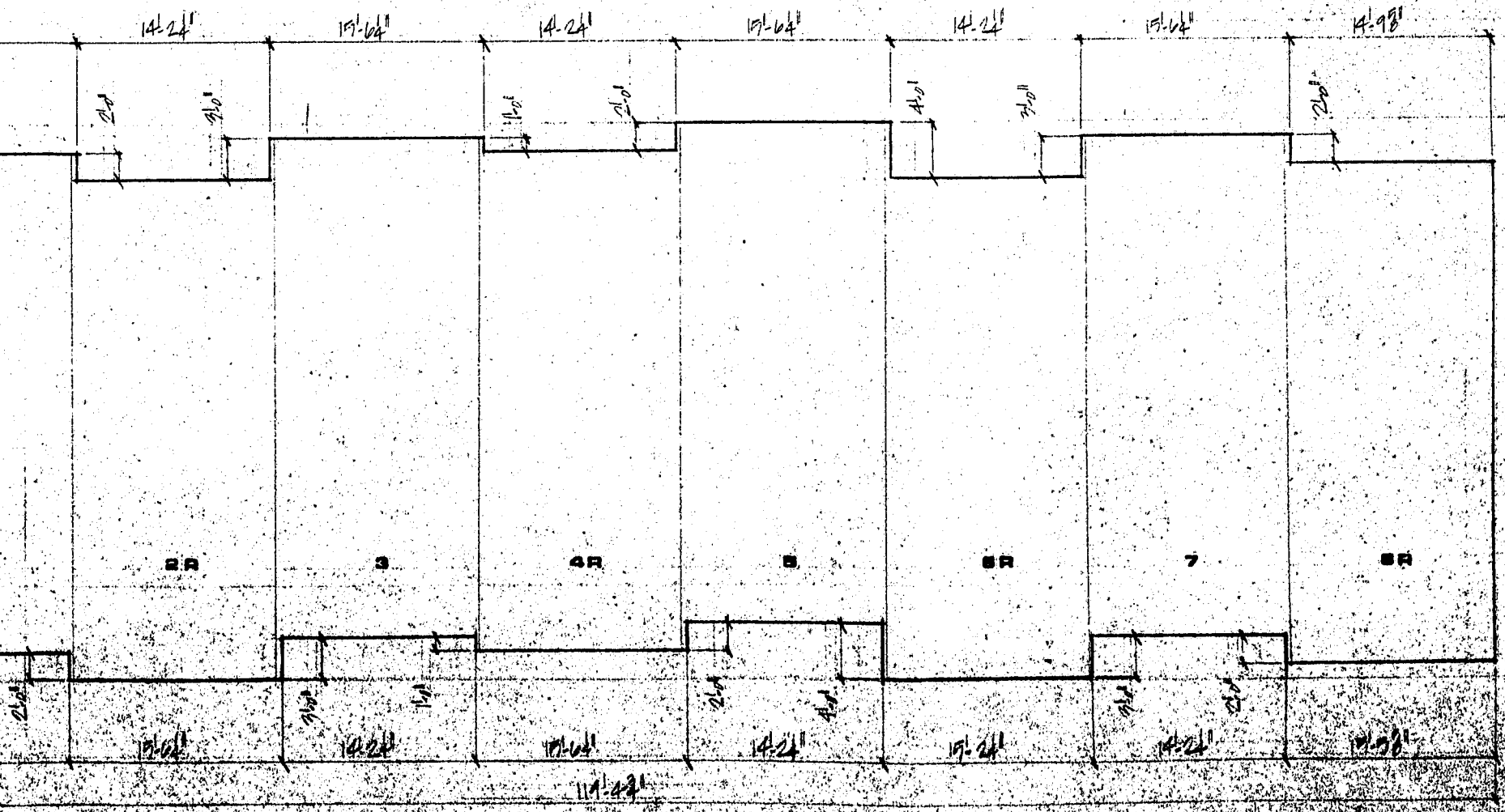


1/2\"/>

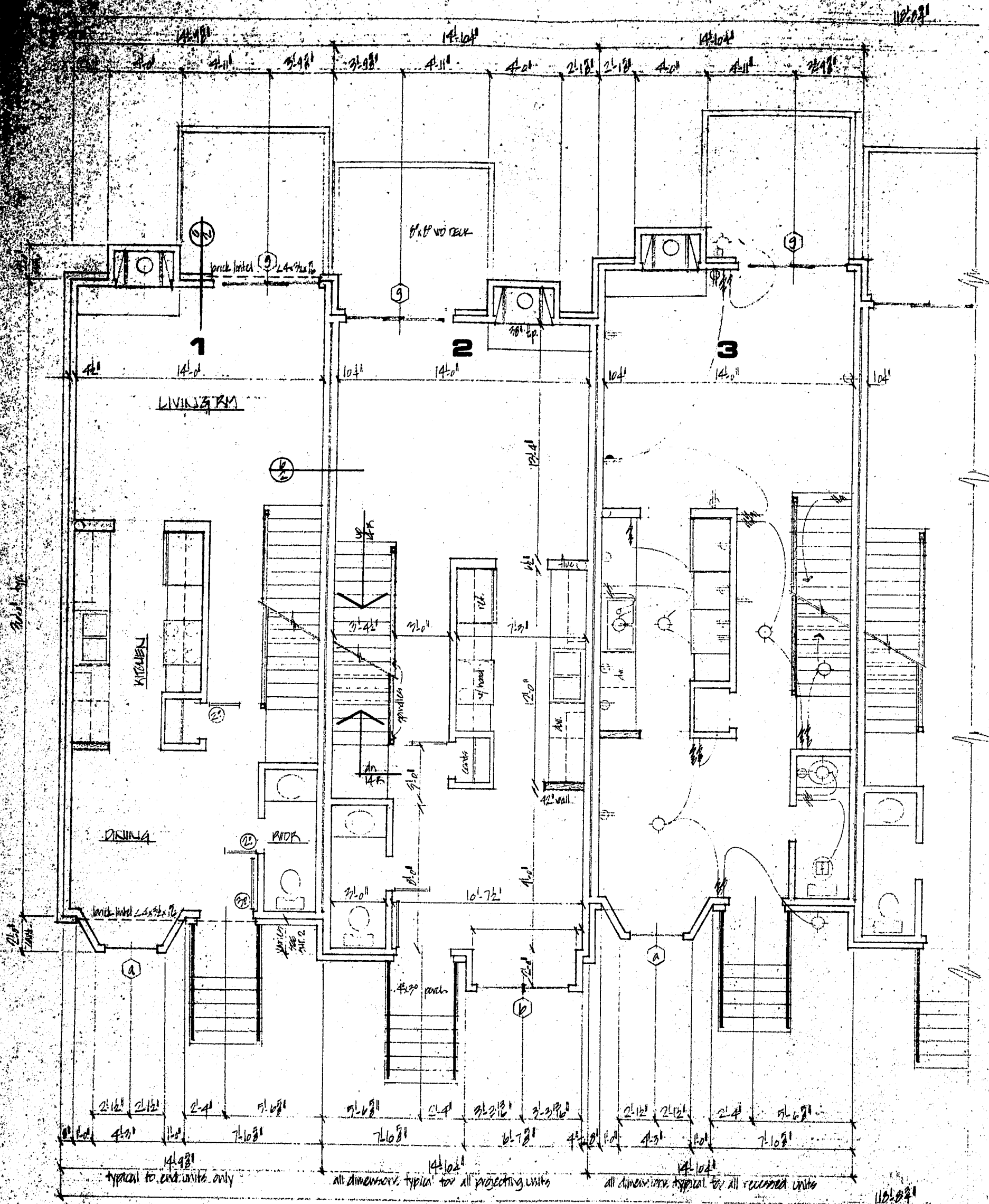
MINIMUM VEILING
 AIR SPACE
 2\"/>

(b) PARTY WALL SECTION - typ
 scale: 1/2" = 1'-0"

(c) REAR WALL SECTION - typ
 scale: 1/2" = 1'-0"

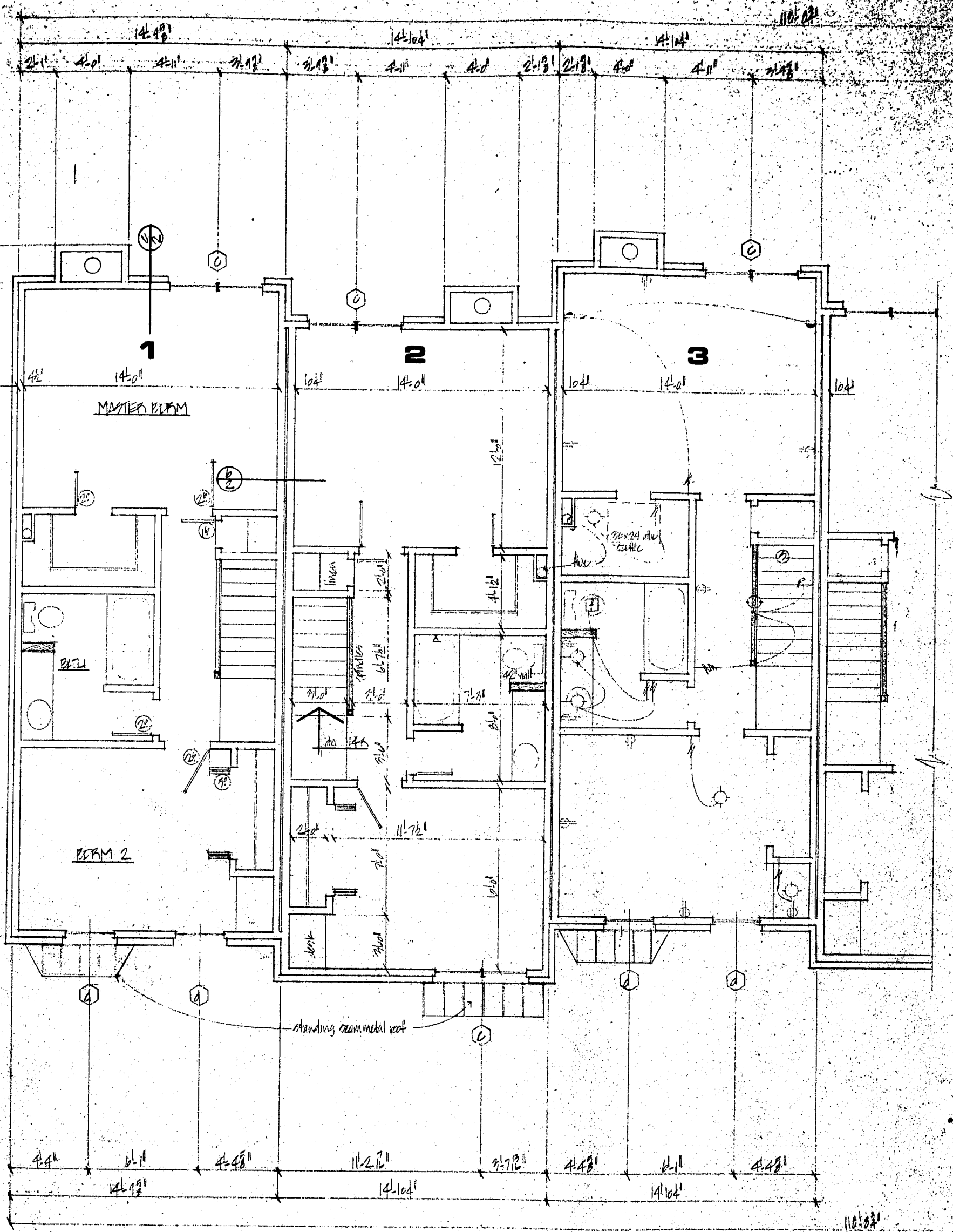


(A - denotes rounded corner)



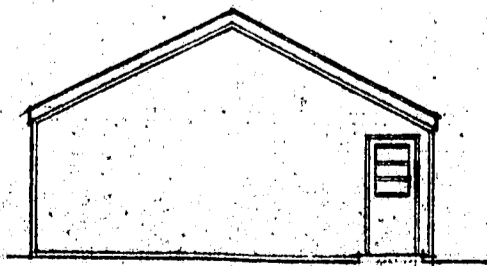
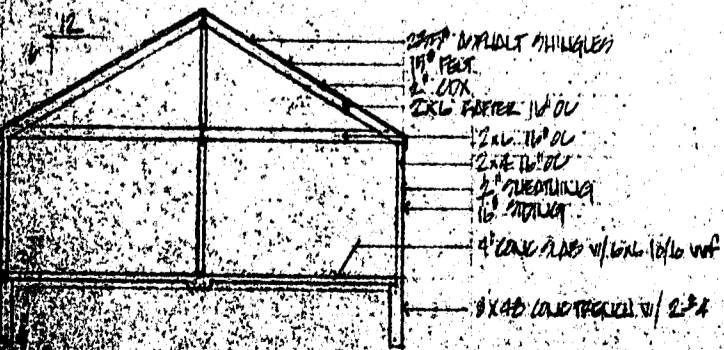
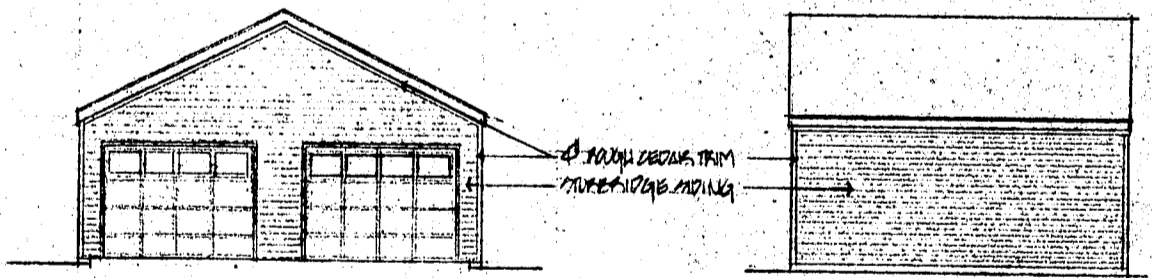
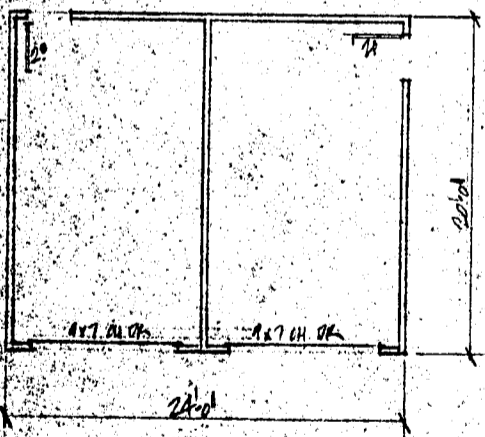
MAIN FLOOR PLAN
Scale: 1/4" = 1'-0"

NOTE:
 ALL PARTS SHALL USE 1/2" P.C. OR 1/2" (2)
 EXCEPT AS NOTED
 FINISHES SHALL BE AS NOTED
 EXCEPT AS NOTED

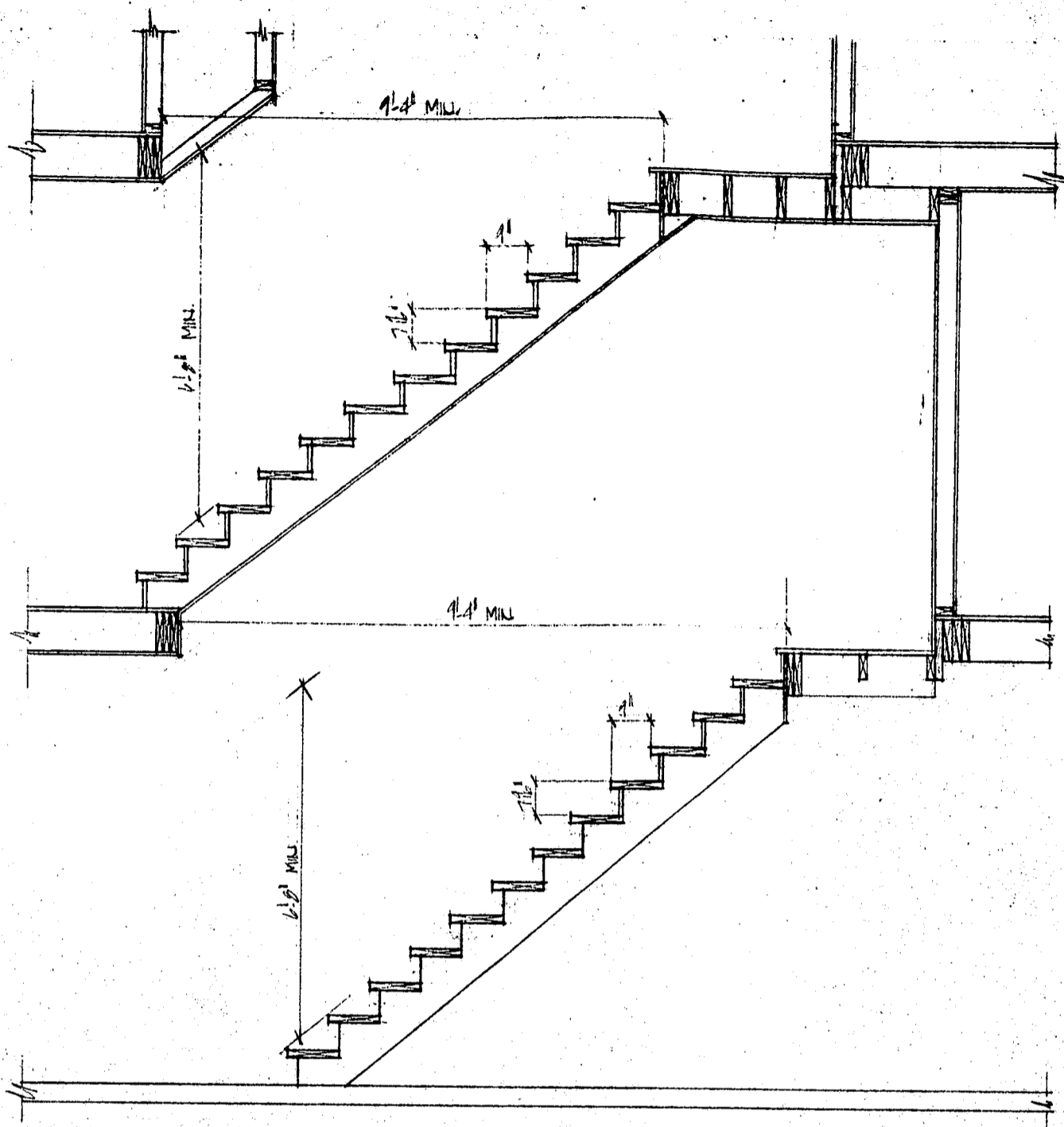


SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

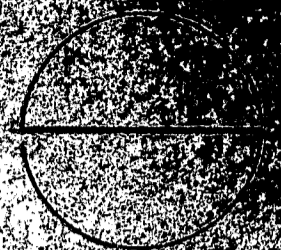
NOTE:
 ALL PART WALLS & PART WALLS ARE 8" THICK
 ELECTRICAL PLAN TYPICAL
 FINISHES DIMENSIONS TYPICAL EXCEPT AS NOTED
 2" DIA. PIPES ARE 2" DIA. 1/2" DIA.
 2" DIA. CEMENT JOBS 1 1/2" DIA.
 PROVIDE 2" DIA. ROOFER CALLS TIES 48" DIA.



SCALE: 1/4" = 1'-0"
 1" = 1'-0"

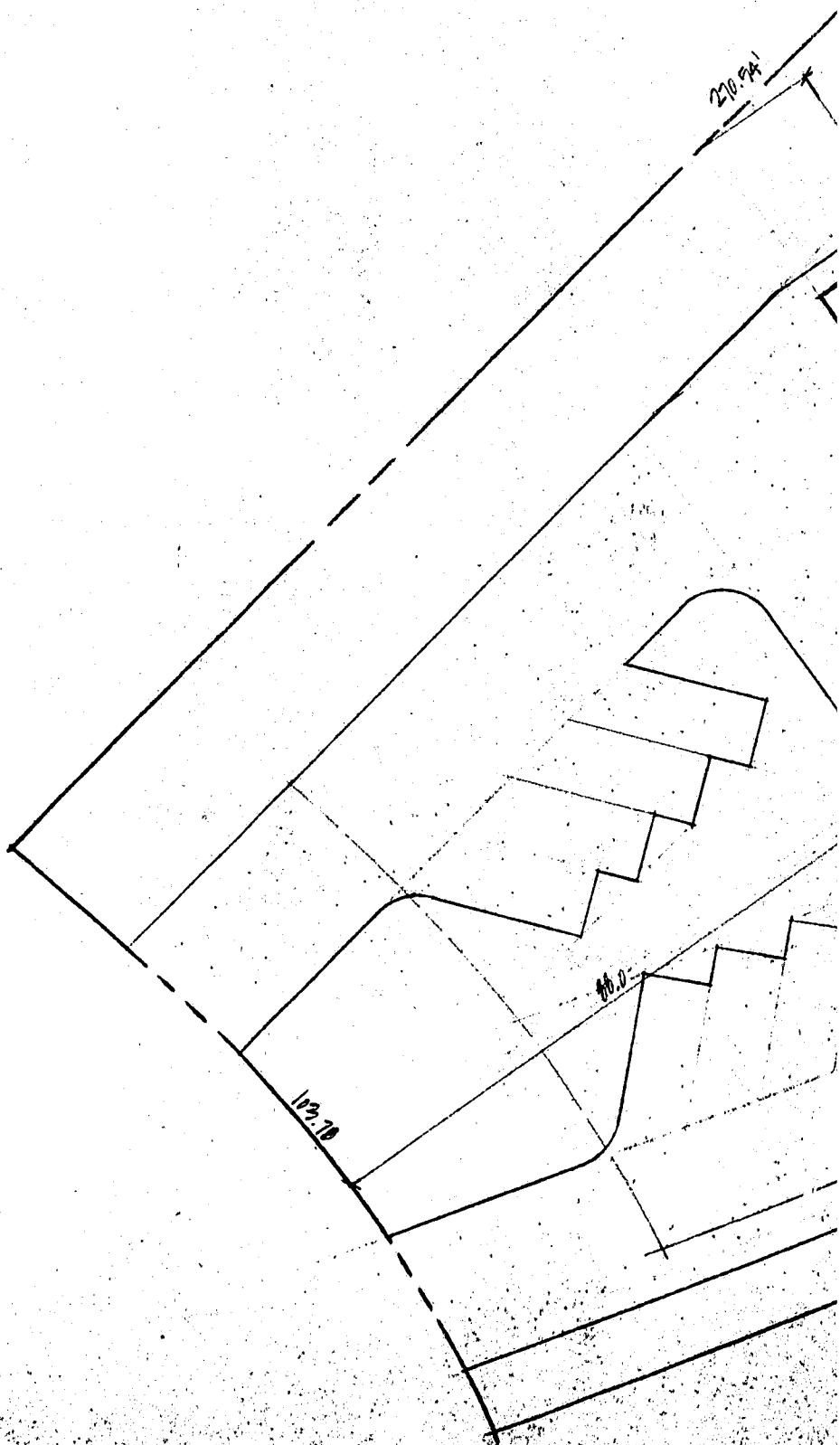


STAIR DETAIL typ no scale


 PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 No. _____
 EXPIRES _____
 JOHN L. BROWN

PELLA WINDOW SCHEDULE

TYPE	SIZE	NO.	P.O.	LOCATION	REMARKS
A	2040 WU	4	2'-9 1/2" x 4'-6 3/4"	dining bay	
B	2460 WU2	4	4'-10 1/2" x 4'-6 3/4"	dining bay	
C	2440 WU2	12	4'-10 1/2" x 4'-6 3/4"	master & bedroom 2	
A	2440 WU	8	2'-9 1/2" x 4'-6 3/4"	bedrm 2	
B	2470 WU	8	2'-9 1/2" x 4'-6 3/4"	bedrm 2	
F	2470 WU2	4	4'-10 1/2" x 4'-6 3/4"	bedrm 3	
G	OR 24 WU		4'-10 1/2" x 4'-6 3/4"	living rm. & family rm.	
	NO. 24 WU				



SITE PLAN
DATE 11/1/21



