

22060

AMENDMENT TO THE BY-LAWS

OF

BERKELEY SQUARE CONDOMINIUM

LINCOLN, 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 amend the By-Laws of Berkeley Square Condominium, Lincoln, Nebraska, legally described as:

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.

Article V, Section 5 of the said By-Laws are hereby amended to read as follows:

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 except those common elements specifically designated by these By-Laws as the responsibility of a specific Co-Owner or Co-Owners.
- 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

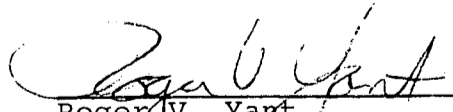
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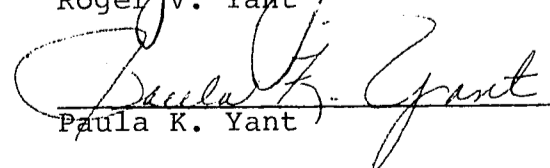
of illuminating the entry ways, garage, patios or balconies of the Unit. Each Co-Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition and shall do all redecorating, painting, and varnishing which may at 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. Each Co-Owner may, at his sole expense, erect a fence enclosing all or a portion of the Common Elements located directly to the rear of his Unit, not to exceed the width of his Unit and to extend a distance not to exceed twenty-four (24) feet beyond the rear of his Unit. Any Co-Owner erecting such a fence shall be solely responsible for the maintenance thereof and, further, shall be solely responsible for the maintenance of the Common Elements enclosed therein as well as any other structures erected within said enclosed area. Any Co-Owner removing any such fence or other structure shall return the Common Elements affected to their original condition at his sole expense. Article V, Section 7, of these By-Laws shall apply as to the procedure for the addition of said fence or other structures. All such fences and other structures existing as of the date of this amendment shall be deemed to have been approved by the Board of Administrators in the manner required by said Article V, Section 7, of these By-Laws.

2. Each Co-Owner shall carry out at his sole expense 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.

This Amendment made this 27 day of October, 1981.


 Roger V. Yant

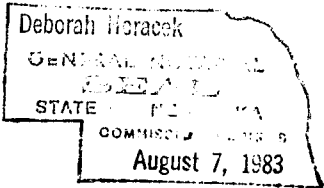

 Paula K. Yant

Richard E. Schott
Richard E. Schott

Anita H. Schott
Anita H. Schott

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this 27 day of October, 1981, there appeared before me, a Notary Public in and for said County, Roger V. Yant, Paula K. Yant, Richard E. Schott and Anita H. Schott, personally known to me to be the identical persons who subscribed the above and foregoing document, and they each acknowledged that said execution was their voluntary act and deed and the voluntary act and deed of each of them.



Deborah Horacek
Notary Public

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LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

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FILED FOR RECORD AS:
INST. NO. 81- 22060

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J. L. Lawler
8/5/81