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**CORONADO CONDOMINIUM PROPERTY REGIME  
AMENDED AND RESTATED BYLAWS AS OF MAY 15, 2003**

Real Estate Description:

Units 1A1, 1B2, 1C3, 1B4, 1B6, 1C7, 1B8, 2A1, 2B2, 2C3, 2B4, 2D5, 2B6, 2C7, 2B8, 3A1, 3B2, 3C3, 3B4, 3D5, 3B6, 3C7, 3B8, 4A1, 4B2, 4C3, 4B4, 4D5, 4B6, 4C7, 4B8, 5A1, 5B2, 5C3, 5B4, 5D5, 5B6, 5C7, 5B8, 6A1, 6B2, 6C3, 6B4, 6D5, 6B6, 6C7, 6B8 of Coronado Condominium Property Regime, Omaha, Douglas County, Nebraska

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**CORONADO CONDOMINIUM PROPERTY REGIME  
AMENDED AND RESTATED BYLAWS AS OF MAY 15, 2003  
TABLE OF CONTENTS**

**ARTICLE I - PLAN OF APARTMENT OWNERSHIP**

1. Apartment Ownership
2. Applicability of Bylaws
3. Application
4. Office

**ARTICLE II - BOARD OF ADMINISTRATORS**

1. Number and Qualifications
2. Powers and Duties
3. Managing Agent and Manager
4. Election and Term of Office
5. Removal of Board
6. Vacancies
7. Organization Meeting
8. Regular Meetings
9. Special Meetings
10. Waiver of Notice and Consents in Lieu of Meetings
11. Quorum of Board
12. Fidelity Bonds
13. Compensation
14. Liability of the Board

**ARTICLE III - OWNERS**

1. Annual Meetings
2. Place of Meetings
3. Special Meetings
4. Notice of Meetings
5. Adjournment of Meetings
6. Order of Business
7. Title to Apartments
8. Voting
9. Majority of Owners
10. Quorum
11. Majority Vote

**ARTICLE IV - OFFICERS**

1. Designation
2. Election of Officers
3. Removal of Officers
4. President
5. Vice President
6. Secretary
7. Treasurer
8. Agreement, Contracts, Deeds, Checks, Etc.
9. Compensation of Officers

**ARTICLE V - OPERATION OF THE PROPERTY**

1. Determination of Common Expenses
2. Owner's Share
3. Insurance
4. Repair or Reconstruction After Damage
5. Payment of Common Expenses
6. Collection of Assessments
7. Default in Payment of Common Expenses
8. Foreclosures of Liens for Unpaid Common Expenses
9. Statement of Common Expenses
10. Abatement and Enjoining of Violations
11. Maintenance and Repair
12. Limited Common Elements

13. Use of Apartment Units
14. Additions, Alterations, or Improvements by Board
15. Additions, Alterations, or Improvements by Apartment Owners
16. Use of Common Elements and Facilities
17. Right of Access
18. Rules of Conduct
19. Utilities

**ARTICLE VI - MORTGAGES**

1. Notice to Board
2. Notice of Unpaid Common Expenses
3. Notice of Default
4. Examination of Books

**ARTICLE VII - SALES AND LEASES OF APARTMENTS**

1. Sales and Leases
2. No Severance of Ownership
3. Devises
4. Payment of Assessments

**ARTICLE VIII - CONDEMNATION**

1. Condemnation

**ARTICLE IX - RECORDS**

1. Records and Audits

**ARTICLE X - MISCELLANEOUS**

1. Notices
2. Invalidity
3. Captions
4. Gender
5. Waiver
6. Common Elements

**ARTICLE XI - AMENDMENTS TO BYLAWS**

1. Amendments to Bylaws

**ARTICLE XII - CONFLICTS**

1. Conflicts

**CORONADO CONDOMINIUM PROPERTY REGIME  
BYLAWS**

**ARTICLE I        PLAN OF APARTMENT OWNERSHIP**

Section 1. **Apartment Ownership.** The property located at the southwest corner of 93rd and Burt Street in the City of Omaha, State of Nebraska, improved with a building containing 47 apartment units (collectively "the Apartments") and other improvements (all such property collectively referred to as the "Condominium") has been submitted to the provisions of the Nebraska Condominium Property Act and has been established as a Condominium Property Regime by recordation of the Master Deed ("the Master Deed") in the office of the Register of Deeds of Douglas County, Nebraska.

Section 2. **Applicability of Bylaws.** The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof. The term "Condominium Property" as used herein shall include the land, improvements, easements, rights, appurtenances, and all other property submitted to the provisions of The Nebraska Condominium Property Act as expressed in the Master Deed.

Section 3. **Application.** All present and future owners, mortgagees, lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Master Deed, and rules and regulations pertaining to the use and operation of the Condominium Property. The acceptance of a deed or conveyance, or the execution of a lease, or the act of occupancy of an apartment shall constitute an acceptance of and agreement to comply with the provisions of these Bylaws.

Section 4. **Office.** The office of the Condominium and of the Board of Administrators ("Board") shall be located on the premises of the Condominium.

**ARTICLE II        BOARD OF ADMINISTRATORS**

Section 1. **Number and Qualification.** The affairs of the Condominium shall be governed by a Board. The Board shall be composed of five persons, all of whom shall be owners or spouses of owners, or, in the case of partnership owners, shall be members of such partnership, or in the case of corporate owners, shall be officers of such corporations, or in the case of fiduciary owners shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. **Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium, except such powers and duties as by law or by the Master Deed or by these Bylaws may not be delegated

to the Board by the apartment owners ("owners"). The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

- (A) Operation, care, upkeep and maintenance of the common elements;
- (B) Determination of the amounts required for operation, maintenance and other affairs of the Condominium;
- (C) Collection of the common expenses from the owners including the preparation and recordation of liens for unpaid common expense;
- (D) Employment and dismissal of personnel, as necessary for the efficient maintenance and operation of the Condominium;
- (E) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium property;
- (F) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;
- (G) Obtaining insurance for the Condominium Property, including the apartments, if necessary, pursuant to the provisions of Article V hereof; and,
- (H) Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of such property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

**Section 3. Managing Agent and Manager.** The Board shall employ for the Condominium a manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k), and (l) of Section 2 of this Article II. The Board may delegate to the manager the powers granted to the Board by these Bylaws in subsections A, C and D of Section 2 of this Article II.

**Section 4. Election and Term of Office.** The term of office of each member of the Board shall be two years, two of whom shall be elected in odd-numbered years and three of whom shall be elected in even-numbered years. Each member of the Board shall hold office until his or her successor shall have been elected.

**Section 5. Removal of Board.** At any regular or special meeting of owners, any one or more of the members of the Board may be removed with or without cause by a majority of the owners and a successor may then and there or thereafter be elected

to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 6. **Vacancies.** Vacancies in the Board caused by any reason, other than the removal of a member thereof by a vote of the owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board for the remainder of the term of the member so removed.

Section 7. **Organization Meeting.** The first meeting of the members of the Board following the annual meeting of the owners shall be held within ten days thereafter.

Section 8. **Regular Meetings.** Regular Meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or by delivery to such member's residence, at least three business days prior to the day named for such meeting.

Section 9. **Special Meetings.** Special meetings of the Board may be called by the President on three business days' notice to each member of the Board, given in writing, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board.

Section 10. **Waiver of Notice and Consents in Lieu of Meetings.** Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Business may be transacted and approved by the Board in the form of a written consent in lieu of a regular or special meeting provided all of the members of the Board shall have executed such written consent.

Section 11. **Quorum of Board.** At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board 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 may obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums for such bonds shall constitute a common expense.

Section 13. **Compensation.** No members of the Board shall receive any compensation for acting as such. Provided, however, members of the Board may be reimbursed for any reasonable expenses incurred on behalf of the Condominium at the direction of the Board.

Section 14. **Liability of the Board.** The members of the Board shall not be liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct. The owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the common elements as established in the Master Deed. Every agreement made by the Board or by the manager on behalf of the Condominium shall provide that the members of the Board or the manager, as the case may be, are acting only as agents for the owners and shall have no personal liability thereunder (except as owners), and that each owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all owners in the common elements.

### **ARTICLE III OWNERS**

Section 1. **Annual Meetings.** The annual meeting of the owners shall be held on the 15th day of May of each year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday.

Section 2. **Place of Meetings.** Meetings of the owners shall be held at the principal office of the Condominium or at such other suitable place convenient to such owners as may be designated by the Board.

Section 3. **Special Meetings.** It shall be the duty of the President to call a special meeting of the owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by at least 25% of all owners. The notice

of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** At least ten but not more than 20 days prior to each meeting, the Secretary shall mail or deliver written notice stating the time, place and purpose thereof to each owner of record at the address of the apartment unit or at such other address as such owner shall have designated by notice in writing to the Secretary.

**Section 5. Adjournment of Meetings.** If any meeting of owners cannot be held because a quorum is not present, a majority of the owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than one week from the time the original meeting was called.

**Section 6. Order of Business.** The order of business at all meetings of the owners shall be as follows:

- (A) Verify attendance;
- (B) Proof of notice of meeting;
- (C) Reading of minutes of preceding meeting;
- (D) Report of Board;
- (E) Report of committees;
- (F) Election of members of the Board;
- (G) Unfinished business; and
- (H) New business.

**Section 7. Title to Apartments.** Title to apartments 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 the name of a corporation or partnership, or in the name of a fiduciary.

**Section 8. Voting.** The owner or owners of each apartment, or some person designated by such owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment at all meetings of owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. A fiduciary shall be the voting member with respect to any apartment owned in a fiduciary capacity. Each apartment shall have one vote in all matters except that cumulative voting shall apply in all elections of the Board.

**Section 9. Majority of Owners.** As used in these Bylaws the term "majority of owners" shall mean those owners having more than 50% of the basic value of the Condominium Property, as a whole.

Section 10. **Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of "a majority of owners" shall constitute a quorum at all meetings of the owners.

Section 11. **Majority Vote.** The vote of a "majority of owners" at a meeting at which a quorum shall be present shall be binding upon all owners for all purposes except where a higher percentage vote is required by law, by the Master Deed, or by these Bylaws.

#### **ARTICLE IV      OFFICERS**

Section 1. **Designation.** The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Treasurer must be members of the Board.

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

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

Section 4. **President.** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the owners and of the Board. He shall have all of the general powers and duties which are normally incident to the office of president of a corporation organized under the law of the State of Nebraska, including but not limited to the power of appointment from among the owners of any committee which he decides 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 shall appoint some other member of the Board 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 him by the Board or by the President.

Section 6. **Secretary.** The Secretary shall keep the minutes of all meetings of the owners and of the Board; he or she shall have charge of such books and papers as the Board may direct; and he or she shall, in general, perform all the duties normally



incident to the office of secretary of a corporation organized under the law of the State of Nebraska.

Section 7. **Treasurer.** 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 statements. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, in such depositories as may from time to time be designated by the Board, and shall, in general, perform all duties normally incident to the office of treasurer of a corporation organized under the law of the State of Nebraska.

Section 8. **Agreement, Contracts, Deeds, Checks, Etc.** All agreements, contracts, deeds, leases, mortgages, checks, and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board.

Section 9. **Compensation of Officers.** No officer of the Condominium shall receive any compensation for acting as such.

## **ARTICLE V      OPERATION OF THE PROPERTY**

Section 1. **Determination of Common Expenses.** The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the estimated annual expenses of the Condominium, and allocate such common expenses against the owners in accordance with the percentage of interest in the Common Elements as established in the Master Deed. The common expenses shall include:

- (A) Insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 3 of this Article V;
- (B) Such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium Property;
- (C) A reasonable amount for working capital of the Condominium, for a general operating reserve, for a reserve for replacements, and to make up any deficit in the common expenses for any prior year.

Section 2. **Owner's Share.** The Board shall advise each owner in writing of the amount of common expenses payable by such owner, and shall furnish copies of the budget on which such common expenses are based to all owners and to their mortgagees who request a copy in writing.

Section 3. **Insurance.** The Board shall purchase and maintain insurance as follows:

(A) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring all buildings (including all of the apartments but not including furniture, furnishings, or other personal property); such insurance shall insure the Condominium, the Board, and all owners and their mortgagees, as their interests may appear, in an amount equal to the replacement cost of such property. Each policy shall contain a standard mortgage clause in favor of each mortgagee of an apartment which shall provide that proceeds shall be payable to such mortgagee as its interest may appear, subject, however, to payment provisions in favor of the Board. Notwithstanding the foregoing, the determination of insurance coverage is lodged exclusively with the Board.

(B) Such other insurance as the Board may determine.

(C) All policies shall provide that adjustments of loss shall be made by the Board, and that the net proceeds thereof shall be payable to the Board.

(D) All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of apartments. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of apartments at least ten days prior to expiration of the then current policies. The Board shall obtain periodic insurance appraisals from a fire insurance company of both the replacement cost and actual cash value of the building or buildings in the Condominium.

(E) The Board may maintain, to the extent obtainable, public liability insurance in such limits as the Board may from time to time determine, covering each member of the Board, the managing agent, the manager, and each owner and the spouse and children of such owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board shall review such limits once each year.

(F) Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all policies shall contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any owner.

**Section 4. Repair or Reconstruction after Damage.** In the event of damage to or destruction of the Condominium Property as a result of fire or other casualty (unless 75% or more of the Condominium building is destroyed or substantially damaged and 75% or more of the owners do not duly and promptly resolve to proceed with repair or restoration within 100 days after such damage or destruction), the Board shall arrange for the prompt repair and restoration of such property (excluding anything within the definition of Apartment Unit as defined in the Master Deed, and any furniture, furnishings, or other personal property supplied, owned or installed by owners), and the Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board shall assess all the owners directly affected by the damage for such deficit. Subject to provisions of the following paragraph, such deficiency shall be borne by such owners in the proportion that the basic value (as specified in the Master Deed) of their respective apartment bears to the total of all such values of all apartments which are assessed.

If 75% or more of the building is destroyed or substantially damaged and 75% or more of the owners do not duly and promptly resolve to proceed with repair or restoration within 100 days after such damage or destruction, the Regime is waived and the condominium property shall be subject to an action for partition at the suit of any owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be delivered by the Board to all the owners in accordance with Section 76-820.01 of the Nebraska Condominium Property Act.

**Section 5. Payment of Common Expenses.** All owners shall be obligated to pay the common expenses assessed by the Board pursuant to the provisions of Section 1 of this Article V at such time or times as the Board shall determine.

An owner may, subject to the conditions specified in these Bylaws, and provided that his or her apartment is free and clear of liens and encumbrances other than a permissible first mortgage, and the statutory lien for unpaid common expenses, convey his or her apartment to the Board, or its designee, corporate or otherwise, on behalf of all other owners, and in such event be exempt from common expenses thereafter assessed. A purchaser of an apartment shall be jointly and severally liable with the Seller for the payment of common expenses assessed against such apartment prior to the acquisition by him of such apartment.

**Section 6. Collection of Assessments.** The Board shall assess common expenses against the owners at least annually and shall take prompt action to collect from an owner any common expenses due which remains unpaid by such owner for more than 30 days from the due date for its payment.

**Section 7. Default in Payment of Common Expenses.** In the event of default by any owner of payment of the assessed common expenses, such owner shall be obligated to pay interest at the maximum legal rate for individuals on such common expenses from the due date thereof, together with all expenses and attorney's fees which shall be considered damages in any proceeding brought to collect such unpaid common expenses. The Board shall attempt to recover such common expenses and damages in an action brought against such owner, or by foreclosure of the lien on such apartment as provided in Section 76-817 of the Nebraska Condominium Property Act.

**Section 8. Foreclosures of Liens for Unpaid Common Expenses.** In any action brought by the Board to foreclose a lien on an apartment because of unpaid common expenses, the owner shall be required to pay a reasonable rental for the use of his or her apartment, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board, acting on behalf of all owners, shall have power to purchase such apartment at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

**Section 9. Statement of Common Expenses.** The Board shall promptly provide a statement of unpaid common expenses to each owner who shall have requested such a statement.

**Section 10. Abatement and Enjoining of Violations.** The violation of any rule or regulation adopted by the Board, from time to time, or the breach of any Bylaw contained herein or the breach of any provision of the Master Deed shall give the Board the right, in addition to any other rights set forth in these Bylaws to:

(A) Enter the apartment which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

(B) Enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Nothing contained herein shall be construed to prevent an action for damages by the co-owner or tenant aggrieved by such violation.

**Section 11. Maintenance and Repair.**

(A) All maintenance of and repairs to any apartment, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the

negligence, misuse, or neglect of the owner of such apartment) shall be made by the owner of such apartment. Each owner shall be responsible for all damages to any other apartment and to the common elements resulting from his or her failure to effect such maintenance and repairs.

(B) All maintenance, repairs, and replacements to the common elements, whether located inside or outside of the apartments (unless necessitated by the negligence, misuse, or, neglect of an owner, in which case such expense shall be charged to such owner), shall be made by the Board and be charged to all the owners as a common expense.

**Section 12. Limited Common Elements.** Limited common elements assigned to an apartment shall be for the exclusive use of the owner of such apartment. Such owner shall make all repairs to such limited common elements resulting from his negligence, misuse, or neglect. All other repairs in, to or with respect to such limited common elements shall be made by the Board, as a common expense, except as otherwise provided in the Master Deed establishing the Condominium.

**Section 13. Use of Apartment Units.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the apartments, the use of the Condominium Property shall be subject to the following limitations:

(A) Each apartment shall be used for a single family residence only.

(B) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of apartments.

(C) No nuisance shall be allowed on the Condominium Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium Property by its residents.

(D) No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or, any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Condominium Property.

(E) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.

Section 14. **Additions, Alterations, or Improvements by Board.** Whenever in the judgment of the Board the common elements shall require additions, alterations, or improvements costing in excess of \$10,000.00 and the making of such additions, alterations, or improvements shall have been approved by a majority of the owners, the Board shall proceed with such additions, alterations, or improvements and shall assess all owners on the costs thereof as a common expense. Any additions, alterations, or improvements costing \$10,000.00 or less may be made by the Board without approval of the owners and the cost thereof shall constitute a common expense.

Section 15. **Additions, Alterations, or Improvements by Owners.** No owner shall make any structural addition, alteration, or improvement in or to such owner's apartment without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by an owner for approval of a proposed structural addition, alteration, or improvement in such owner's apartment, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board 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 apartment shall be executed by the Board. The Board shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, or for any claim arising in connection with such addition, alteration, or improvement.

Section 16. **Use of Common Elements and Facilities.** No owner or resident shall place any furniture, package, or objects in the lobbies, vestibules, public halls, stairways, or other common areas or common facilities. The lobbies, vestibules, public halls, and stairways shall be used for no purpose other than for a normal transit.

Section 17. **Right of Access.** The Board and the building its manager shall have the right of access to each apartment to make inspections on a reasonable basis to:

- (A) Correct any condition originating in an apartment which threatens another apartment or a common or common element;
- (B) Install, alter, or repair mechanical or electrical services or other common elements in an apartment or elsewhere in the building; and
- (C) Correct any condition which violates the provisions of any mortgage covering another apartment.

Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the owner. However, in case of an emergency, such right of entry shall be immediate, whether the owner is present at the time or not.

Section 18. **Rules of Conduct.** Rules and regulations concerning the use of the apartments and the common elements may be promulgated and amended by the Board with the approval of owners owning at least two-thirds of the basic value of all apartment units in the Condominium, as defined in the Master Deed establishing this Condominium. Copies of such rules and regulations shall be furnished by the Board to each owner prior to the effective date thereof.

Section 19. **Utilities.** Each owner shall be required to pay the bills for utilities consumed or used in such owner's apartment. The utilities serving the common elements shall be separately metered, and the Board shall pay all bills for such utilities as a common expense. Water utility costs for all water serving apartment units and the common elements shall be a common expense.

## **ARTICLE VI      MORTGAGES**

Section 1. **Notice to Board.** An owner who mortgages such owner's apartment shall notify the Board of the name and address of the mortgagee, and shall file a conformed copy of the note and mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Apartments".

Section 2. **Notice of Unpaid Common Expenses.** The Board, whenever so requested in writing by a mortgagee of an apartment, shall promptly report any then unpaid common expenses or other default by the owner of the mortgaged apartment.

Section 3. **Notice of Default.** The Board, when giving notice to an owner of a default, shall send a copy of such notice to each holder of a mortgage covering such owner's apartment.

Section 4. **Examination of Books.** Each owner shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

## **ARTICLE VII      SALES AND LEASES OF APARTMENTS**

Section 1. **Sales and Leases.** No owner may sell or lease an apartment, or any interest therein, except by complying with the provisions of this Section. An owner's sale of an apartment shall include the sale of:

- (A) The undivided interest in the common elements appurtenant thereto;
- (B) The interest of such owner in any apartments theretofore acquired by the Board, or its designee, on behalf of all owners, or the proceeds of the sale or lease thereof, if any; and

(C) The interest of such owner in any other assets of the Condominium, hereinafter collectively called the appurtenant interests.

Section 2. **No Severance of Ownership.** No owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her apartment without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument 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 therein. No part of the appurtenant interests of any apartment may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the apartment to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interest of all apartments.

Section 3. **Devises.** Any owner shall be free to devise his or her apartment by will, or to pass the same by intestacy, without restriction.

Section 4. **Payment of Assessments.** No owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease such owner's apartment unless all common expenses theretofore assessed by the Board against such apartment have been paid, and unless and until all liens against such apartment have been released, except permitted mortgages.

## **ARTICLE VIII CONDEMNATION**

Section 1. **Condemnation.** In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board. If 75% or more of the owners duly and promptly approve the repair and restoration of such common elements, the Board shall arrange for the repair and restoration of such common elements and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of owners do not duly and promptly approve the repair and restoration of such common elements, the Board shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these Bylaws.

## **ARTICLE IX RECORDS**

Section 1. **Records and Audits.** The Board shall keep detailed records of:

(A) Its actions;



- (B) Minutes of its meetings;
- (C) Minutes of the meetings of the owners,
- (D) Financial records and books of account of the Condominium Regime, including a chronological listing of receipts and expenditures; and
- (E) A separate account for each apartment shall show the amount of each assessment of common expenses against such apartment unit, the amounts paid thereon, and the balance remaining unpaid.

A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board to all owners monthly.

## **ARTICLE X MISCELLANEOUS**

Section 1. **Notices.** All notices to the Board shall be in writing and sent by certified mail, receipt requested, in care of the manager, or delivered to the manager or if there is no manager, to an officer of the Board or to such other address as the Board may hereafter designate from time to time. All notices to an owner shall be in writing and delivered or sent by certified mail, receipt requested, to such owner's residence, or to such other address as may have been designated by such owner in writing to the Board. All notices to a mortgagee shall be sent by certified mail to its respective address, as designated by it from time to time, in writing to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. **Invalidity.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of the remaining provisions.

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

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

Section 5. **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. **Common Elements.** Unless the context clearly requires otherwise, the use of the term common elements shall mean both general common elements and limited common elements as those terms are defined in the Master Deed establishing this Condominium.

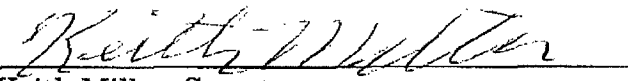
## ARTICLE XI      AMENDMENTS TO BYLAWS

Section 1. **Amendments to Bylaws.** These Bylaws may be modified or amended by the vote of owners owning at least two-thirds of all apartment units within the Regime at a meeting of owners duly held for such purposes.

## ARTICLE XII      CONFLICTS

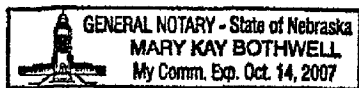
Section 1. **Conflicts.** These Bylaws are intended to comply with the requirements of The Nebraska Condominium Property Act. In case any of these Bylaws conflict with the provisions of such statute or of the Master Deed, the provisions of such statute or of the Master Deed, as the case may be, shall control.

The undersigned Secretary of the Board of Administrators of the Coronado Condominium Property Regime, as of May 15, 2003, hereby certifies that the above and foregoing Amended and Restated Bylaws were adopted by vote of the Owners on May 15, 2003.

  
Keith Miller, Secretary

STATE OF NEBRASKA   )  
  ) SS.  
COUNTY OF DOUGLAS )

The foregoing was subscribed and sworn to before me this 9<sup>th</sup> day of May, 2007 by Keith Miller, Secretary of the Coronado Condominium Property Regime.



  
Notary Public