

Section 3. Partial destruction. Subject to the provisions of Article XI, Section 1 of the Master Deed, in case of loss by fire or other disaster resulting in the partial destruction of the condominium property, including both apartments and common elements, the cost of reconstruction shall be charged as a general common expense; PROVIDED, the net proceeds from insurance policies insuring against the loss owned by the Association shall first be deducted from the cost of reconstruction in computing the amount of the general common expense; and further, PROVIDED, a loss to an apartment to the extent reimbursed by insurance owned by the apartment owner shall not be included in computing the amount of the general common expense.

Section 4. The Association shall set a monthly administration charge for the reserve to cover current expenses. Such charge will be payable on the first day of each month. The resolution setting the amount of the charge may provide that same be paid directly to the management agent.

Section 5. The Association may make additional assessments for common expenses in such amounts and payable on the date and in the manner as they may designate; PROVIDED, assessments for limited common expenses shall be made by the Association only if a majority of co-owners to whom the use of the limited common element is reserved approve the assessment.

Section 6. Depository. The depository of this Association shall be such bank or banks as shall be designated from time to time by the Board of Administrators. Withdrawals from such accounts shall be only by checks.

Section 7. Interest; application of payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of nine per cent (9%) per annum (or the maximum allowable rate if same be less than nine per cent per annum) from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

Section 8. Collection.

A. The Association of Co-owners shall have a lien on the interest of any co-owner who shall fail or refuse to make any such

payment when due. Subject to approval of the Association upon three-fourths (3/4) affirmative vote of those co-owners present and voting at a duly called meeting, the Board of Administrators may:

(1) File a sworn statement with the Register of Deeds of Douglas County, Nebraska, setting forth the name of this condominium, the name of the co-owners, the number of the apartment and an itemization of the amounts due and owing together with interest thereon by the co-owner.

(2) Institute such legal proceedings on behalf of the Association as they deem appropriate for the collection of such amounts due and owing, together with interest thereon, or for the foreclosure of the lien therefor. Proceeds of sale upon foreclosure shall be first applied to all amounts found due and owing, together with interest and Court costs, including a reasonable attorneys fee, balance to the apartment owner or other lienors as their respective interests are found.

(3) Purchase the apartment on behalf of the Association at any sale upon foreclosure of the lien and to acquire and hold, lease, mortgage and convey the same.

B. No owner may exempt himself from paying toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the apartment belonging to him.

C. The foregoing provisions are cumulative to the remedies provided for by law and nothing herein shall be construed to limit the obligation of a co-owner to pay his share of common expenses, or to limit the lien therefor as provided by law.

Section 9. Right to inspect records of Association. Each co-owner shall have the right to inspect all records of the Association, including the Minute Book, Account Book, and vouchers, at all reasonable times. A prospective purchaser of an apartment shall also have the right to inspect all records of the Association at reasonable times upon presenting written authorization from his prospective seller.

ARTICLE IV.

Insurance. The insurance other than title insurance which shall be carried upon the condominium property shall be governed by the following provisions:

Section 1. Blanket insurance upon all the condominium property, to the extent obtainable, shall be purchased by the Board of Administrators for the benefit of the Association of Co-owners and the mortgagees of Co-owners as their interests may appear, and provision shall be made for the issuance of standard mortgagee endorsements to mortgagees of Co-owners.

Section 2. Such insurance policies shall cover:

- A. Loss or damage by fire with extended coverage, in such amounts as the Association of Co-owners shall require.
- B. Public liability in such amounts and with such coverage as shall be required by the Association of Co-owners, including liability of the Association of Co-owners to an apartment owner.
- C. Workman's compensation policy to meet the requirements of law, if the Association has employees covered by the Nebraska workman's compensation laws.
- D. Such other risks as the Association shall determine from time to time to be desirable.

Section 3. Premium for such insurance shall be deemed common expenses; PROVIDED, if the premium for any policy of insurance is increased because of a condition peculiar to any apartment, the owner of such apartment shall be solely liable for the amount of such increment, which shall be added to his share of common expenses, and the Association may assess such apartment owner and collect the amount of same in the same manner as common expenses are assessed and collected.

ARTICLE V.

Personnel. The Association may hire and fire such personnel as the Association may designate for the works and the general or limited common services of the condominium.

ARTICLE VI.

Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings and meetings of the Board of Administrators when not in conflict with the Master Deed or these By-Laws.

ARTICLE VII.

Amendment. These By-Laws may be amended in the manner set forth in the Master Deed.

COUNTRY CLUB

AVE.

West Garage Building

COUNTRY CLUB DISTRICT
BLK 1

East Garage Building

LOCATION OF GARAGES ON
SOUTH PART OF LOTS 6, 9 AND 10, BLK 1,
COUNTRY CLUB DISTRICT

Drawn by
S. H. HARRIS
Approved Thomas Engineering Co.

30

RECORDED IN THE REGISTER OF DEEDS OFFICE IN WILMINGTON COUNTY, DELAWARE
11th August 1949 at 3:38 P.M.

REGISTERED