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GEORGE J. ...  
REGISTER OF DEEDS  
DOUGLAS COUNTY



**RESOLUTIONS ADOPTING AMENDMENTS TO THE BYLAWS OF THE COUNTRY CLUB APARTMENTS CONDOMINIUM PROPERTY REGIME**

The Association of Co-owners of the COUNTRY CLUB APARTMENTS CONDOMINIUM PROPERTY REGIME hereby adopt the following resolutions amending the By-Laws of Country Club Apartments Condominium Property Regime, including regulations restricting the use of the condominium property in furtherance of and under the authority of ARTICLE I, Section 1 of the By-Laws of Country Club Apartments Condominium Property Regime and in accordance with Article VII there of. The following amendments are intended to be additions to said bylaws and should be interpreted consistently with the provisions of the original By-Laws of Country Club Apartments Condominium Property Regime, recorded in Book 1275 at Page 118 as amended by documents recorded in Book 612 at Page 379 and in Book 516 at Page 263 in the Register of Deeds Office for Douglas County, Nebraska, or any other regulation heretofore adopted, or of the Master Deed recorded in Book 1275 at Page 95 as amended by the document recorded in Book 516 at Page 263 in the Register of Deeds Office for Douglas County, Nebraska, the following amendments shall be deemed to supersede and replace the resolutions of amendments adopted at a meeting of the Association on October 30, 1995, and such other provisions, as may be required to be amended to give these amendments full force and affect:

**RESOLUTION 1**

BE IT RESOLVED, the following Regulations of Use of Condominium Property are hereby adopted and the By-Laws of Country Club Apartments Condominium Property Regime are hereby amended by the addition of the following to ARTICLE II of the By-Laws:

**SECTION 5. REGULATIONS FOR THE USE, CARE, UPKEEP AND SURVEILLANCE OF THE CONDOMINIUM PROPERTY.**

In addition to all of the covenants and conditions contained in the Master Deed of Country Club Apartments Condominium Property Regime, which Master Deed is recorded in Book 1275 at Page 95 and amended in Book 516 at Page 263 in the Register of Deeds Office for Douglas County, Nebraska, the use of the property and each condominium therein is subject to the following:

**A. USE AND OCCUPANCY**

No condominium shall be occupied and used except for residential purposes by the owner or owners, and social guests, and no trade or business shall be conducted therein, except a residential unit may be used as a combined resident and executive or professional offices by the owner or owners of such unit, so long as such use does not interfere with the quiet enjoyment by other residential unit owners of their units.

No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or

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permanently.

Residents shall be limited as follows:

No more than 2 adult persons per bedroom in any unit shall be permitted as permanent residents ("permanent" means more than 20 days out of each 12-month period)

No portion of a unit or garage may be leased or rented except under the provisions set forth in the Master Deed, and no unit may be rented for hotel or transient purposes. No unit, any portion of a unit or garage in the project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program, or arrangement, including, without limitation, any so-called "vacation license," "travel club," "extended vacation," or other membership or time-interval ownership arrangement. The term "time-sharing" as used in this provision shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the unit or any of the units in the project rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time. Provided, however, this provisions shall not be construed to limit the personal use of any unit or any portion of such unit in the project by any unit owner or owners or his or her or their social or familial guests.

No health care facilities operating as a business or charity and serving the sick, elderly, disabled, handicapped, or retarded shall be permitted in the project.

No immoral, improper, offensive, or unlawful use shall be made any part of condominium property, and each unit owner, at the owner's expense, shall comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting the unit.

#### **B. NUISANCES**

No noxious, illegal, or seriously offensive activities shall be carried on in any unit, or in any part of the property, nor shall anything be done thereon that may be or may become a serious annoyance or a nuisance to or that may in any way interfere with the quiet enjoyment of each of the owners of his or her or their respective unit, or that shall in any way increase the rate of insurance for the project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or that will impair the structural integrity of any building.

#### **C. VEHICLE RESTRICTIONS**

No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pickup truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, other than temporarily, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans or standard size vans and pickup trucks that are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board of Administrators. No noisy or smoky vehicles shall be operated on the property. No unlicensed motor vehicles shall be operated upon the property. Garages shall be used to park permitted vehicles, and not for storage.

Owners shall not park, nor shall they permit their families, visitors or guests, to

park in such manner as to prevent ready access to the garages of other owners. Two (2) hours after notice has been personally delivered to the owner or owners by an agent of the association or placed on the wind shield of a vehicle parked, stored, or maintained on the premises, in violation of the provisions of the condominium by-laws, the owner or owners shall be deemed to have consented to the removal of such vehicle from the project, and the association or its agents or employees shall have authority to tow away and store any such vehicle, whether such vehicle shall belong to a unit owner, a member of his or her family, or guest. Charges for such towing and storage shall be paid by the unit owner or owners responsible for the presence of such vehicle.

#### **D. SIGNS**

No owner, shall post their names, signs or any other notice in any lobby, vestibule, hallway, stairway, or other condominium area, except in places provided thereof, and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the building except such signs as are approved by the Board of Administrators.

Only one "For Sale" sign per unit shall be allowed, provided it does not exceed the prevailing dimensions of residential realty signs.

#### **E. ANIMALS**

No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept in any condominium, or in any portion of the property; except pets kept in aquariums or no more than one (1) cat and/or one (1) bird, may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times.

In spite of the above provision, no pet(s) may be kept on the property that is obnoxious or annoying to other unit owners. No pet(s) shall be allowed in the common area.

After making a reasonable attempt to notify the owner or owners, the association or any owner may cause any pet found within the common area to be removed by the association (or any owner) to a pound or animal shelter under the jurisdiction of the City of Omaha or the County of Douglas, by calling upon the appropriate authorities, whereupon the owner or owners of such dog may, upon payment of all expenses connected therewith, repossess the animal.

Owners shall prevent their pet from soiling any portion of the common area and shall promptly clean up any mess left by their pet. Residents keeping allowed domestic animals shall abide by municipal sanitary regulations, and shall be responsible for any inconvenience or damage caused by such animals

#### **F. GARBAGE AND REFUSE DISPOSAL**

All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate on the property. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All garbage cans shall be kept screened and concealed from view of other units, streets, and common areas.

The association shall be responsible for providing and maintaining central garbage receptacles and the removal of garbage from the central pick-up point.

All owners shall abide by the rules and regulations for the collection and disposal of

garbage as set forth by municipal, county, state or federal law. Any owner that either intentionally or unintentionally causes the Condominium Regime to be in violation of such law shall be responsible for correcting the violation and shall pay any expenses incurred as a result of said owner's actions.

Owners should, to the extent reasonably possible, utilize the recycling services provided by the City of Omaha or paid for by the Association.

#### **G. RADIO AND TELEVISION ANTENNAE**

No alteration to the cable television system, developed by a cable television franchisee and as maintained by the franchisee, shall be permitted, and no owner may be permitted to construct and/or use and operate his or her own external radio and/or television antenna without the consent of the Board of administrators.

All fees for the use of any cable television system shall be borne by the respective unit owners or owners, and not by the association.

#### **H. RIGHT TO LEASE**

No portion of a unit or garage may be leased or rented except under the provisions set forth in the Master Deed

#### **I. ARCHITECTURAL CONTROLS**

No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted, or maintained upon the property, nor shall any alteration or improvement of any kind be made to the property until the same has been approved in writing by the Board of administrators.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such improvements, alterations, and the like, shall be submitted to the Board of Administrators for approval as to quality and design and harmony of external design with existing structures, and as to location to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with condominium's original color scheme, or to rebuild in accordance with original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Board of Administrators, or to rebuild in accordance with plans and specifications previously approved by the Board of Administrators. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her unit any color desired.

No landscaping of patios or yards visible from the street or from the common areas, that involve the use of natural plants, trees, shrubs, and/or involve the use of synthetic materials, concrete, rock, or similar materials until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Board of Administrators. Landscaping using potted flowers or shrubs on the back door common area is allowed provided it does not interfere with the transit areas to other apartments or the enjoyment by other residential unit owners of their units.

#### **J. DRAPERIES**

All drapes, curtains, window coverings, shutters, or blinds shall be white or cream

in color or lined in white or cream in color or of colors, materials, and patterns that are approved by the Board of Administrators.

Two inch thick white or cream colored venetian (horizontal) blinds must be installed and maintained to cover the living room windows. Sheer curtains or drapes that are white or cream colored color or of colors, materials, and patterns that are approved by the Board of Administrators may be installed in addition to the venetian blinds.

#### **K. CLOTHES LINES**

There shall be no outside laundering or drying of clothes, except for drying of clothes on the association owned clothes line. No draping of towels, carpets or laundry over railings shall be permitted.

#### **L. POWER EQUIPMENT AND CAR MAINTENANCE**

No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the property except with prior written approval from the Board of Administrators. Approval shall not be withheld unreasonably and in deciding whether to grant approval, the Board of Administrators shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

#### **M. LIABILITY OF OWNERS FOR DAMAGE TO COMMON AREA AND OTHER UNITS**

The owner or owners of each unit shall be liable to the association for all damage to the common area caused by such owner or owners or any occupant of his or her or their unit or guest or by his or her or their pet(s), except for that portion of such damage, if any, fully covered by insurance.

Each unit owner shall promptly perform all maintenance and repair work within each unit, which if omitted, would affect any of the common elements, any portion of the property belonging to other owners, or the project as a whole, and each unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

Liability of an owner shall be established only after notice to the owner and hearing before the Board of Administrators. In the event an owner disagrees with the decision of the Board of Administrators on the question of liability, the owner may petition a court of law or submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrators shall be final and conclusive on the parties.

#### **N. FIXED SPORTS APPARATUS**

No basketball apparatus or fixed sport apparatus attached to the exterior surface of any portion of the common area, shall be permitted on the property or any portion of such property.

#### **O. PARKING SPACES**

The project includes no outside parking.

#### **P. HEAVY USE OF ELECTRICAL POWER**

No unusually large or heavy use of electrical power shall be permitted within the

project on the central meter.

#### **Q. JOINING UNITS**

An owner of vertically adjacent units shall have the right to join such units. In furtherance thereof, an owner may modify and utilize common areas between such units so long as such modifications do not affect the structural integrity of the project or impair any other owner's reasonable use of such common areas, or the utilities that may be located therein, or the value of the project, subject to the prior approval of any such modifications by the Board of Administrators. All costs and expenses of such modification, and subsequent restoration of such areas shall be borne by the owner or owners of the units so joined. After approval of the proposed modifications by the Board of Administrators and prior to commencement of work, the owner or owners making such modifications shall post a bond or bonds in an amount acceptable to the Board of Administrators to protect the association and project against liens and to insure completion of the work. In joining units, an owner shall have such reasonable access to other units as may be required to accomplish the modifications approved by the Board of Administrators. Such modifications shall not, however, change the status of units that shall continue to be treated legally as separate condominium units, each entitled to one vote, and each required to pay its separate assessment. In the event common ownership of joined units is for any reason terminated, common areas that have been altered shall be immediately restored to their original design and status.

#### **R. SOUND DEADENING FLOOR COVERING**

Each owner shall be responsible for the substantially complete limitation of noise transmission from their apartment to another or to the common area. Said responsibility ordinarily requires all units to install and maintain on their hallway, living room, dining room and bedroom floors, sufficient padded carpet, rug or other material to cover a minimum of eighty percent (80%) of the floor surface for the substantially complete limitation of noise transmission from one apartment to another or to the common area. In the event an owner desires to attempt an alternative means of sound deadening, the owner must obtain approval from the Board of Administrators in the manner set forth in Section 9 before removing existing sound deadening features.

#### **S. SERVICE INSTALLATIONS**

No owner, or licensee shall install wiring for electrical or telephone installation, television antenna, machines, or air-conditioning units or the like, on the exterior of the project, or which protrude through the walls or the roof of the project except as authorized by the Board of Administrators.

#### **T. TRANSIT AREAS TO REMAIN UNOBSTRUCTED**

Vestibules, halls, stairways, and other condominium areas and facilities of a similar nature must remain unobstructed, and shall be used only for purposes of normal transit.

Lobbies, vestibules, hallways, stairways, and other condominium areas and facilities of a similar nature shall not be used for storage or placement of any furniture, packages, or objects of any kind except as authorized by the Board of Administrators.

Children shall not be permitted to loiter or play in the lobbies, vestibules, hallways, stairways, and other condominium areas and facilities of a similar nature.

#### **U. FIRE HAZARDS**

Owners shall not permit or suffer anything to be done or kept in their units which would increase the rate of fire insurance on the unit or on the condominium as a whole.

All units must install and maintain a smoke detector and fire extinguisher.

#### **V. NOISE LEVELS**

Residents shall exercise extreme care about making noises or playing music which may disturb other residents. No resident shall play or allow to be played any musical instrument, radio, television, phonograph, or the like between the hours of 11 p.m. and 8 a.m. if the noise level shall disturb or annoy any other residents.

#### **W. DUST POLLUTION**

Hanging, cleaning, or beating garments, rugs, or the like from or on the windows, terraces, or facades of the building, or in lobbies, vestibules, hallways, stairways, or other condominium areas of a similar nature is prohibited.

#### **X. WATER USE**

Water shall not be kept running for an unreasonable and unnecessary length of time.

#### **Y. KEYS; ACCESS TO UNIT**

Each unit owner shall provide the president of the Board of Administrators, or the Board's designee with such key or keys as are necessary to gain access to the unit, and any owner altering a lock or installing a new lock on any door providing access to the unit shall provide a key or keys to such new or altered lock to the president of the Board of Administrators, or the Board's designee.

### **RESOLUTION 2**

**BE IT FURTHER RESOLVED** that the bylaws of the Country Club Apartments Condominium Property Regime are hereby amended by the addition thereto of the following:

#### **ARTICLE VIII POSTING**

A copy of the Country Club Apartments Condominium Association Bylaws and Master Deed with amendments shall be posted at all times in the basement of each building and a copy shall be furnished to each unit owner. Failure to post any regulation, bylaw or other provision shall not affect the validity or enforceability of the terms thereof.

### CERTIFICATE OF RESOLUTION

We, the undersigned, being all of the Board of Administrators of Country Club Apartments Condominium Property Regime, hereby certify that the attached resolution was duly adopted by an affirmative vote of at least three-fourths of the condominium Property co-owners, comprising the Association of Owners, (10 in favor to 0 opposed) at a meeting of the co-owners held on March 25, 1996, notice of said meeting, including a copy of said resolution having been given to no greater than ten (10) days and no less than five (5) days notice to all of the co-owners by depositing a copy thereof in the regular United States mails, postage fully prepaid, and addressed to each co-owner at their apartment, and said meeting was attended in person or by proxy by TEN (10) of said co-owners, constituting a quorum.

By: Gary Moore  
Gary Moore

By: Sheila A. McGuire  
Sheila McGuire

By: Paul J. Dunn  
Paul Dunn

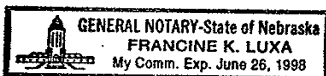
By: June Sanderhoff  
June Sanderhoff

By: Ruth Hollenback  
Ruth Hollenback

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 1 day of April, 1996, before me a Notary Public duly qualified in and commissioned for said County and State, personally came Gary Moore, Sheila McGuire, Paul Dunn, June Sanderhoff, and Ruth Hollenback, known to me to be the identical persons who, having read the foregoing instrument, signed the same and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.



Francine K. Luxa  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS