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AMENDED BY-LAWS
 OF
 TWIN RIDGE II ASSOCIATION, INC.

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 REGISTER OF DEEDS

August 19, 1992

Twin Ridge II Association, Inc., hereinafter referred to as the Association, a Nebraska non-profit corporation formed for the purpose of managing the condominium regimes known as Regimes No. 1 and No. 2 of Grand Villa of Twin Ridge II, hereby revokes all By-laws adopted prior to this date and enacts the following as its By-laws.

1. Registered Office and Registered Agent: The registered office for the Association shall be 10180 "L" Street, Omaha, Nebraska 68127. The registered agent at that address shall be Progress West Corporation.
2. Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal".
3. Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of apartments in said condominium regime. The vote on behalf of an apartment shall be in person by the record owner thereof, but if an apartment is owned by more than one person or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Any owner may execute a Certificate of Proxy to be furnished by and filed with the Manager. No other form of proxy voting will be permitted. Each apartment shall be entitled to the number of votes equaling the total dollar basic value assigned to each apartment in the Master Deed of the condominium regime.
4. The Annual Member's Meeting will be held for the purpose of electing a Board of Administrators and transacting any other business that may come before the meeting. No notice of the annual meeting needs to be given. Said annual meeting shall be held at 1001 Willow Avenue, Bellevue, Nebraska at 7:00 P.M. on the third Wednesday of October, each year.
5. Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators and must be called upon receipt of written request from members holding at least two-thirds of the total basic value of the condominium regime. Notice of special meetings shall be given by three days' written notice delivered or mailed to each apartment. Notices may be waived either before or after the meeting.
6. The President shall preside over the members' meetings, and Secretary shall keep the minute book wherein the resolutions shall be recorded.
7. A Quorum for members' meetings shall consist of co-owners representing a majority of apartments in person or by Proxy, but a meeting consisting of less than a quorum may, by majority vote, adjourn the meeting from time to time without further notice. The affirmative vote of two-thirds of apartments represented in person or by Proxy shall be required to adopt a decision on the part of the members.
8. The Affairs of the Association shall be managed by a Board of seven Administrators who need to be members and who shall be elected by the members at each annual meeting of the members. Vacancies occurring in the Board of Administrators shall

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be filled by a majority vote of the members at a special meeting which shall be held within ninety (90) days of the creation of such vacancy. Any Administrator may be removed by a majority vote of the members, and the vacancy thus created may be filled by the members. The normal term of each Administrator shall be until the next annual meeting of the members or until his successor is duly elected and qualified. A majority of the Administrators shall constitute a quorum, and two-thirds vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and the Association.

9. The Board of Administrators shall have power to:

a) Adopt and publish rules and regulations governing the use of the Common Area facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Administrators.

e) Employ a manager, an independent contractor, or such other employees upon approval by the Association or on its own in emergency situations, and to prescribe their duties. Compensation of employees of the Association shall be fixed by the Board of Administrators. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

10. It shall be the duty of the Board of Administrators to:

a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.

b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c) As more fully provided in the Master Deed to:

1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3) foreclose the lien against any property for which assessments are not paid within thirty (30) days in advance of each annual assessment period.

d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

f) Cause the Common Area to be maintained, replaced and landscaped.

g) Cause the exterior of the dwellings to be maintained, being: the exterior of each dwelling excluding window glass, screening, storm doors, and exterior doors including garage doors.

h) Cause the repair, maintenance and replacement of all water, gas, electric, sanitary sewer, and storm sewer lines, pipes, conduits, and facilities situated outside the dwellings and within the Common Area.

11. The Annual Meeting of Administrators shall immediately follow the annual meeting of members. No notice of an annual meeting shall be required. Special meetings of Administrators may be called by the President or by a majority of the Administrators upon 24 hours' prior notice of the meeting given personally or by mail, telephone or telegraph.

12. The Officers of the corporation shall be elected from the Administrators by the Administrators. Administrators shall not be compensated. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such additional officers as the Administrators shall deem necessary from time to time.

a) The President (or the Vice President in the absence or disability of the President) shall be the chief executive officer of the Association; shall preside at meetings of members and Administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The Secretary shall record and distribute the minutes of all meetings, and members shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators, and shall perform such other duties prescribed by the President or the Administrators.

c) The Treasurer shall have custody of corporate funds and securities; shall account for all corporate receipts and disbursements, and shall perform such other duties prescribed by the President or the Administrators.

13. Building Representatives: At the annual members' meeting, the members shall elect from each building in both condominium regimes a building representative. The Board of Administrators and the building representative shall act as an Advisory Committee in order to encourage communication between homeowners in each building, and in order to minimize communication problems and inter-family misunderstandings. The Advisory

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Committee shall be familiar with the By-laws and give guidance to the homeowners concerning the rules and regulations for the operation of this Association. Furthermore, the Advisory Committee shall bring to the attention of the Board, any maintenance problems and any need for repairs in the common areas. And the Advisory Committee shall encourage all homeowners to attend members' meetings.

14. Expenditure Authority: Each expenditure or contract up to \$250.00 may be approved by the Property Manager. Each expenditure or contract from \$250.01 through \$10,000.00 shall require approval of two-thirds of the Board of Administrators. Each expenditure over \$10,000.00 shall require approval of two-thirds of the members at a special meeting called for the purpose of reviewing said expenditure. Furthermore, there should be no enlargement or construction costs more than \$10,000.00, until such proposal is approved in writing by co-owners representing at least two-thirds (2/3) of the total basic value of the condominium, considering both Regime No. 1 and Regime No. 2 as a whole.

15. Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year, and copies of proposed budgets and assessments shall be sent to each owner as promptly as possible. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible.

16. Assessments against each apartment owner for such common expenses shall be made annually on or before the fiscal year and preceding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each apartment shall be such apartment's pro-rata share of the total annual budget based upon the percentage share of such apartment's basic value as set forth in the Master Deed of the condominium. In case of an amended budget, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each owner. If any co-owner shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the co-owner in his apartment and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten (10) days after the due date shall require a record keeping charge of \$10.00 to be paid in addition to the normal monthly assessment for each of the delinquent monthly payments; additionally, there shall be incurred by each co-owner a record keeping charge of \$10.00 for each lien that is placed against the property by the Homeowners Association. Special assessments require approval by co-owners representing a simple majority of the total basic value of the condominium (considering both Regime No. 1 and Regime No. 2 as a whole).

17. Insurance. Fire and extended coverage insurance policies upon the condominium property including the structure but excluding the furnishings of individual apartments shall be purchased by and in the name of the Association for the benefit of the Association and the apartment co-owners as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. The insurance shall cover all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full insurable value thereof (excluding foundation, walks, drives and excavation costs)

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as determined annually by the Association, but with co-insurance clauses being permitted. In addition, insurance shall be procured for workmen's compensation coverage (where applicable) and at least \$100,000/300,000 B.I. and \$50,000 P.D. public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums shall be deemed common element expense. The Association is hereby irrevocably appointed agent for each apartment co-owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the co-owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the building and improvements. In such cases, and unless otherwise agreed upon in writing by co-owners representing two-thirds of the total basic value of the condominium within 120 days after such damage or destruction the condominium regime shall be deemed waived, and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each apartment co-owner in accordance with his percentage interest specified in the Master Deed, and said sums shall be first applied towards satisfaction of any recorded first mortgage against each apartment, next towards satisfaction of junior recorded liens in order of their priority, and the remainder paid to each apartment owner. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the co-owners; provided, however, that in such case of underinsurance, the co-owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment co-owner may obtain additional insurance at his expense.

18. Access. The Board of Administrators shall have the right of access to each apartment at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any apartment, and to insure compliance by co-owner with all of his duties under the condominiums regime.

19. Amendments. These By-Laws and the system of administration set out herein may be amended by co-owners representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Sarpy County, Nebraska in the same manner as the Master Deed and these original By-Laws.

EXECUTED this 19 day of August, 1992.

TWIN RIDGE II ASSOCIATION, INC.

By Arlene Mathwin
President

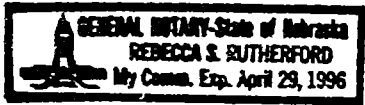
ATTEST:

Donald E Cruzan
Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

On this 19 day of August, before me, a Notary Public in and for said County and State came Jolene Mathison, President and Don Cruzan, Secretary, of Twin Ridge II Association, Inc., to me personally and acknowledged the execution thereof to be their voluntary act and deed as such officer of said corporation; that these Bylaws shall hereby revoke all Bylaws adopted prior to this date; and, that co-owners representing two-thirds (2/3) of the basic value of the condominium have executed these Bylaws.

WITNESS my hand and notarial seal the day and year first above written.



[Handwritten Signature]
NOTARY PUBLIC

Progress West
ATTN Becky
10180 L St.
Omaha, Ne 68127