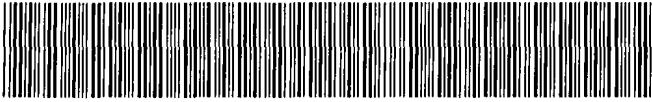




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11725 Arbor St. Suite 135  
Omaha NE 68144

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**RATIFICATION AND AMENDMENT TO THE BY-LAWS, AMENDMENT TO MASTER DEED AND  
THE RULES AND REGULATIONS**

This is an Amendment to the By-Laws of the Twin Towers Condominium Association dated December 27, 1983 and recorded on December 30, 1983 in the office of Register of Deeds where the same is located in Deeds Book 1721 at Page 288 and the Amendment to Master Deed, page # 1 2-(i) and the Twin Towers Condominium Association Rules and Regulations, (revised 5/15/96) in I. General, Number 9, with regard to, "Owners or renters are prohibited from bring in, housing or maintaining any pet not currently residing in a unit."

WHEREAS, the undersigned owners of more than two-thirds (2/3) of the basic value of the Condominium desire to amend the By-Laws, Amendment to Master Deed and Rules and Regulations to allow pets as is described in Exhibit "A" (attached)

Agreed to this 24 day of August, 2010

**CERTIFICATION**

The undersigned is the President of the Twin Towers Condominium Association, a Nebraska non-profit corporation, and hereby certifies that the foregoing Ratification and Amendment to the By-Laws, Amendment to Master Deed and the Rules and Regulations has been authorized and approved by the information attached.

Twin Towers Condominium Association, a Nebraska Non-Profit Corporation,

By, \_\_\_\_\_

Ethan Bondelid  
President

State of Nebraska}



County of Douglas}

The foregoing Certification of the Ratification and Amendment to the By-Laws, Amendment to Master Deed and the Rules and Regulations was acknowledges before me this 24<sup>th</sup> day of August, 2010, by Ethan Bondelid, President of Twin Towers Condominium Association, a Nebraska non-profit corporation, as his voluntary act and deed on behalf of said corporation.

Witness my hand and seal in Omaha in said county and State on the last date above mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

Twin Towers Condominium Association *CLS*  
 3000 Farnam ST., Omaha, NE 68131

Unit	Owner
SBA	D & S Realty
SBC	D & S Realty
SCB	Bel Fury
S1A	TTCA
S1B	Metro Realty Group
S1C	Metro Realty Group
S1D	Metro Realty Group
S2A	Gary Wall
S2B	Jon Johnson
S2C	Gene Christensen
S2D	Omada Company
S2E	Peter Gabiola
S2F	Alan Hulchings
S2G	Chad Trost
S2H	Janene Wilson
S2I	Mari Nolte
S2J	Jean Dunbar
S2K	Robert Reynolds
S2L	Bernadette Trussell
S2M	Helen Houston
S2N	Kenneth Nielsen
S2O	Janet Beck
S2P	Marica Loud
S2Q	Jeff Bixenman
S2R	Data Line
S3A	W.I. Mootye
S3B	Richard Hunt
S3C	Patrick Gude
S3D	Michael Sacket
S3E	Kathryn Allen
S3F	Randy Swanson
S3G	Randy Swanson
S3H	Daniel Marron
S3I	Steven Colburn
S3J	Richard Merwin
S3K	Jerry Sayre
S3L	Daniel Cash
S3M	Kambiz Khalilian
S3N	Perry Meyer
S3O	Virginia Meier
S3P	Bhupendra Patel
S3Q	Dale Whitehead
S3R	Paul Reinhart
S4A	Loma Lidstrom
S4B	Matthew Ziegler
S4C	Dorris Meridith
S4D	Wayne Neilsen
S4E	Michael Nightgale
S4F	Kyle Kurtenbach
S4G	Rob Roy
S4H	Richard Eisenhardt
S4I	Jeffrey Schlickbernd
S4J	John Andrews
S4K	Jo Rodriguez
S4L	Judy Robison
S4M	Jim Collins
S4N	Jim Collins
S4O	George Richwine
S4P	Lois England
S4Q	Harry Danner
S4R	Loma Lindstrom
S5A	Margaret Spitsen
S5B	Thad Barnes
S5C	Kenneth Nielsen
S5D	Helen Malone
S5E	Herbert Hansen
S5F	Susan Meier
S5G	Janene Wilson
S5H	Davis Haug
S5I	P. Barajas
S5J	Nina Little
S5K	Nina Little
S5L	Candance Furstenberg
S5M	Ned Williams Jr.
S5N	Sharon Barber
S5O	Tom Lanning
S5P	Tom Lanning
S5Q	Stephen Mellor
S5R	Ryan Buffum

# Twin Towers Condominium

S6A	Bel Fury
S6B	Bel Fury
S6C	Steven Shoemaker
S6D	Marie Helms
S6E	T. Madathiparambil
S6F	Joan Kollie
S6G	Randy Kreifel
S6H	Cary Holm
S6I	Dallas Gard
S6J	Holly Pash
S6K	Yousuf Akturkait
S6L	Ryan Behrens
S6M	FNMA
S6N	Steven Shoemaker
S6O	L.K. Myers
S6P	Jim Dishaw
S6Q	John Hamilton
S6R	Catherine McCarthy
S7A	John Le Doux
S7B	Chris Doocy
S7C	Ned Williams
S7D	Ethan Bondelid
S7E	Ethan Bondelid
S7F	Wilber Martin
S7G	Michael Lybarger
S7H	Zay Stewart
S7I	Dale Dwayne
S8A	Sana Hussaini
S8B	Pat Thelen
S8C	Susan Lewis
S8D	Andrew Gains
S8E	Michael Poma
S8F	Genina Johnson
S8G	TTCA
S8H	Jamie Ramoran
S8I	Jackie Muhlecki
S9A	Duane Aistrophe
S9B	Marjorie Wannarka
S9C	Bernadine Johnson
S9D	Jim Allen
S9E	Leslie Prisbell
S9F	Nancy Huston
S9G	Lane Drieling
S9H	Kenneth Sibilila
S9I	Juan Nosti
S10A	Nancy Mamel
S10B	Lydon Graves

## **EXHIBIT A**

### **TWIN TOWERS CONDOMINIUM ASSOCIATION PET ADDENDUM**

**PLEASE BE AWARE:** Pets are a responsibility of the pet owner(s) and may be a risk for each resident on the premises. If not properly controlled and cared for, pets can disturb the rights of others and cause very expensive damages for which the pet owners will be held liable. Upon signing the Pet Addendum it is agreed that the owner will abide by all the pet policies. Property Manager reserves the right to refuse any pet it deems would not be appropriate to the general welfare of the condominium community.

WHEREAS, Section 8 of the Association By Laws grants the general power to conduct the business of affairs of the Association to the Board of Directors, whose members shall be members of the Association, and

LET IT BE RESOLVED THAT in order to ensure that the rights of the owners/renters to keep pets and the rights of other owners/renters with respect to those pets are respected, the Board of Directors establishes a policy as follows:

**PET FEE: \$50.00 non-refundable pet fee, per pet, will be collected. These funds will be used for repairs and any necessary clean up needed by allowing pets on the premises.**

#### **CAT POLICIES**

1. A maximum of two (2) cats is allowed in the condominium.
2. Cats must be declawed, spayed or neutered.
3. Litter boxes should be kept on vinyl or tile surfaces only.

#### **DOG POLICIES**

1. No more than two (2) dogs per unit, 25 pounds or less per dog.
2. Owners/renters must pick up pet waste immediately and dispose of it in a proper receptacle. Management will assess a fine for any and all violations of this policy with a minimum of \$50.00 per incident.
3. Dogs must be taken a minimum of twenty-five (25) feet away from building to defecate. Dogs should not be allowed to defecate near the entrance.
4. Dogs cannot be left unattended on balconies, patios, hallways, parking lots, parking garage or other common areas.
5. Dogs must be kept on a leash at all times when outside of the condominium.
6. Dogs cannot be a disturbance to neighbors.
7. The following dog breeds are never acceptable: Pit Bull, German Shepherd, Doberman Pinscher or Rottweiler.

#### **GENERAL POLICIES**

1. Owners/renters shall not permit pets in the community room or other common areas other than to transport.
2. Pets must be fed and watered inside the condominium. Pet food and water may not be left outside of the condominium at any time.
3. Pets shall not be tied to any fixed object outside the condominium or anywhere on the premises including walkways, fences, railings, balconies, patios, gates, trees, stairs, stairwells, parking lots, parking garage or grassy areas.
4. Proof of current vaccinations and license will be required prior to Property Manager consent.

**VIOLATION OF THESE POLICIES:** In the event that any policies, rules or provisions of the Pet Addendum are violated by the owner/renter, owner/renter's guests or invitees, or other occupants of owner/renter's condominium, then owner/renter shall be deemed to be in material breach in the sole judgment of the Property Manager, the owner/renter shall immediately and permanently remove the pet from the premises upon written notice by the Property Manager, and the Property Manager shall have all other rights and remedies including damages, and/or attorney's fees reimbursed.

**NO LIMIT ON LIABILITY:** The pet fee paid under this Addendum is not a limit on the owner/renter's responsibility for property damages, cleaning, deodorization, defecating, replacements, repairs and/or personal injuries. Owner/Renter shall be liable for the entire amount of all damages caused by such pet and all cleaning and any other part of the common areas, landscaping or other improvements on the premises. If such items cannot be satisfactorily cleaned or repaired, owner/renter must pay for complete replacement by Property Manager or other qualified contractor. Payments for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Owner/renter shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet and owner/renter shall indemnify the Board and/or Property Manager for all costs of litigation resulting from same.

**EXCLUDED EXOTIC PETS:** Exotic pets are not allowed on the premises. This is to include pot bellied pigs, snakes, lizards, rabbits, rodents including but not limited to ferrets, rats, mice, gerbils, hamsters, guinea pigs, farm animals and dog or cats outside of the common household breed type.

**ADDITIONAL POLICIES:** The Board and/or Property Manager shall from time to time have the right to make reasonable changes and additions to the pet policies, if said changes are in writing and distributed to all owners/renters who are permitted to have pets.

**GUESTS WITH PETS:** Owners/renters are fully responsible to any visitors that have pets. Visiting pets must be in compliance of all listed pet regulations.

**COMPLAINT PROCEDURE:** If a pet is being offensive, the offended party should first talk with the pet owner and request correction. If the offense continues, written details should be submitted to the Board and/or Property Manager explaining the offense, time, place, pet description, pet owner's name, unit, etc.

**FINE PROVISION:** Pet owners or the unit owner if the pet owner is a renter are subject to a fine of \$50.00 for each violation of this policy by their pet and an additional \$5.00 per day until remedied.

**PET REMOVAL PROVISION:** Pets that repeatedly violate this policy may be required to be permanently removed from the property. In such cases, the pet owner (or the unit owner if the pet owner is a renter) will be given a sixty (60) day notice to remove the pet from the property. If the pet is not removed by the deadline, a fine of \$10.00 per day will be chargeable to the property owner and subject to normal collection procedures established by the association.

**RIGHT TO APPEAL:** Appeals must be received in writing by the Board of Directors and/or Property Manager before the notice deadline. If the pet in question belongs to a renter, the appeal must be made by the property owner or the property owner's managing agent. Once an appeal is received, the Board and/or Property Manager will schedule a meeting as soon as possible and no later than fourteen (14) days, to review the matter with the pet owner, property owner and/or management agent. No further fining will take place pending the outcome of the appeal. If the Board or Property Manager does not schedule a meeting within fourteen (14) days as required, the matter may be considered dropped. The Board's or Property Manager's decision on the appeal is final. If the appeal is rejected, fines and other provisions become effective three (3) days following written notification to the property owner.

**COLLECTION PROVISION:** All fines, costs and expenses necessary to enforce this resolution will be levied against the property owner and shall be an assessment against the owner's property and subject to all lien and collection powers of the Association.

Your Name \_\_\_\_\_

Unit \_\_\_\_\_ Owner/Renter? \_\_\_\_\_

**PET 1**

Pet Name \_\_\_\_\_

Dog \_\_\_\_\_ Cat \_\_\_\_\_ Other(explain) \_\_\_\_\_

Breed \_\_\_\_\_

Color \_\_\_\_\_

Approx. Weight \_\_\_\_\_

Pet License # \_\_\_\_\_

**PET 2**

Pet Name \_\_\_\_\_

Dog \_\_\_\_\_ Cat \_\_\_\_\_ Other(explain) \_\_\_\_\_

Breed \_\_\_\_\_

Color \_\_\_\_\_

Approx. Weight \_\_\_\_\_

Pet License # \_\_\_\_\_

Along with registration form, also submit documentation of updated vaccinations.

\_\_\_\_\_  
Pet Owner

\_\_\_\_\_  
**Blackthorne Real Estate Development Company**  
(as agent for T.T.C.A.)