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December 28, 1987

Regarding Van Dorn Villa Condominium 3001 South 51st Street Lincoln, NE 68506

Homeowners' Association By-Laws Recorded October 22, 1986 Instrument No. 86-36034

Declaration of Van Dorn Villa Condominium Recorded February 25, 1987 Instrument No. 87-5656

Amendment to Declaration of Van Dorn Villa Condominium Page 10 2.16.2 Garages

The second sentence under #2 is to be omitted, because line #10 explains owners' responsibility regarding the repair of the garages.

Omit "This fee is to be placed in an outside maintenance escrow fund for repair of the garages."

other Co-Owner for labor performed or for materials furnished in work on the requesting Co-Owner's Unit. At the written request of any Co-Owner, the Association shall enforce such indemnification by collecting from the Co-Owner of the Unit on which the labor was performed and materials furnished, the amount necessary to discharge any such lien, all costs incidental thereto, including reasonable attorney's fees and costs, and obtain a release of such lien. Such collection shall be made by a non-compliance assessment, as hereinafter provided

2.16 Parking Spaces and Garages.

2.16.1 Parking The Common Parking area is platted to accomodate over 90 parking stalls. The Homeowners Association shall make the decision as to the proper assignment of parking stalls. At each entrance, three or more stalls should be signed as 15 minute parking for the purpose of loading and unloading groceries or other short term needs. Parking stalls can be assigned only to Residents having a car that do not have a garage. Only one parking stall or one garage should be assigned to a Resident owner. In addition to the over 90 parking stalls on the common area there are 78 garages platted. is recommended that only owners having vehicles be assigned a parking stall or garage.

2.16.2 Garages Garages will be built by the developer and sold to qualified owners of condominium apartments in the Van Dorn Villa. It shall be that:

Garages are purchased from the Developer. Garage sites are leased from the Homeowners Association for a one time lease fee of \$200.00.

3. Only resident owners of Van Dorn Villa are qualified to purchase

a garage from the developer.

4. When the owner wishes to sell his garage, the Homeowners Association has the first right of refusal. The owner of the garage is free to set his price. The Homeowners Association shall keep a priority list of those that are next in line to purchase a garage but the homeowner can sell to anyone he wishes as long as the buyer is a condominium owner in the Van Dorn Villa.

5. Any new owner is required to pay the one time \$200.00 lease fee

to the Homeowners Association.

6. Homeowners Association will keep a blanket insurance policy for fire and extended coverage in force at all times. Each year the cost of insurance will be prorated among all garage owners and they shall pay their proportionate share.

7. Taxes shall be levied on all garages as a single total entity,

and each garage owner shall pay his proportionate share to the Homeowners Association on billing.

8. The electricity usage shall be prorated, and each garage owner

will pay his equal share when billed.

9. If the developer has not built upon all approved garage sites the Homeowners Association can give permission to a qualified apartment owner to build. Plans and specifications approved by the Homeowners Association must be strictly followed.

10. Each garage owner is required to keep the garage in good

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