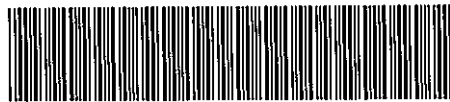




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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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RETURN: JA THORNTON
WALNUT GROVE TOWNHOMES II
PO BOX 45726
OMAHA, NE 68145-0026

16897

AMENDMENT TO THE BY-LAWS OF THE
WALNUT GROVE TOWNHOMES CONDOMINIUM
PROPERTY REGIME NO. 2 AND THE WALNUT GROVE
HIGHLAND TOWNHOMES ASSOCIATION, INC.

This Amendment to the By-Laws of Walnut Grove Townhomes Condominium Property Regime No. 2 and the Walnut Grove Highland Townhomes Association, Inc. ("By-Laws") made this 15 day of NOVEMBER, 1998 by owners holding seventy-five percent (75%) or more of the basic value of the Condominium Regime,

WHEREAS, on the 10th day of April, 1980, the By-Laws were recorded in the Register of Deeds of Douglas County, Nebraska at Book 1646, Page 568;

WHEREAS, on the 15th day of June 1989, an amendment to the By-Laws was recorded in the Register of Deeds of Douglas County, Nebraska, Book 889, Page 447;

WHEREAS, pursuant to Article XI, Section 2 of the By-Laws, owners holding seventy-five percent (75%) or more of the basic value of the Condominium Regime, using percentages set forth in Exhibit "D" to the Master Deed, have voted in the affirmative at a special meeting to adopt the following amendments to the By-Laws,

NOW, THEREFORE, in consideration of the foregoing preambles which are incorporated herein by this reference, the By-Laws are hereby amended as follows:

1. Amend By-Laws, Article I, Section 5, "Application" to read as follows:

All present and future owners, mortgagees, and occupants of condominium units and their employees, and any other persons who may use the facilities of the Regime in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations.

The acceptance of a deed or conveyance or mortgage shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Master Deed as they may be amended from time to time, are accepted, ratified, and will be complied with.

2. Amend By-Laws, Article VII, Section I, "Maintenance" to read as follows:

Section 1. Maintenance

The unit owner shall have the obligation to maintain and keep in good repair the interior surfaces of walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering) as well as all fixtures and appliances, located within such owner's unit. An owner shall not be responsible to the Association for repair to common elements by casualty, unless such casualty is due to the willful act or negligence of the owner, his guests, or invitees. All maintenance, including lawn maintenance and snow removal, repairs and replacements to the general and limited common elements, shall be made by the Association and be charged to all the unit owners as a common expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuses, or neglect of a unit owner, in which case, such expense shall be charged by the Association to such unit owner.

3. Amend By-Laws Article VIII, Section 1a "Use Restrictions" to read as follows:

The units shall be used for residences only by the owner or owners thereof, their families and guests.

2.

4. Amend Amendment (dated June 15, 1989) to Article VI, Section 3 "Insurance by Unit Owners" to read:

Unit owners may carry and are encouraged to carry owner/condominium insurance, commonly referred to as HO-6 coverage. These policies shall contain a waiver of subrogation. No unit owners shall have the right to insure any of the common elements individually.

Insurance coverage on furnishings and other items of personal and other property belonging to an owner in public liability coverage within each unit shall be the sole and direct responsibility of the unit owner thereof and the Board of Administrators and the Association shall have no responsibility therefor.

Executed the date first above written

Dale E. Anderson

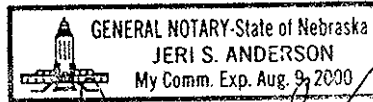
President, Walnut Grove Highland Townhomes Association, Inc.

Leann Sharp-Wayle

Secretary, Walnut Grove Highland Townhomes Association, Inc.

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

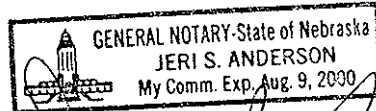
The foregoing instrument was acknowledged before me on this 18th day of Nov. 1998 by Dale E. Anderson President of Walnut Grove Highland Townhomes Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



Notary Public *Jeri S. Anderson*

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me on this 18th day of Nov. 1998 by Leann Sharp-Wayle Secretary of Walnut Grove Highland Townhomes Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



Notary Public *Jeri S. Anderson*