



BK 0889 PG 447



MISC 1989 09651

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

1989 JUN 16 AM 9:08

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

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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 June, 1989, 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, 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. Amendment to Article VI. Insurance, Section 1. Coverage. Article VI, Section 1 shall be amended to read as follows:

"Section 1: Coverage.

The Board of Administrators shall obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the entire condominium improvements and any other property, whether or not a common element (including all of the appliances and fixtures therein initially installed by the developer and appliances and fixtures therein subsequently installed by the unit owners, but not including furniture, furnishings, or other personal property supplied, owned or installed by unit owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation, and which shall contain a standard noncontributory mortgage clause in favor of each mortgagee of a condominium unit which shall provide that the loss, if any, hereunder shall be payable to such mortgagee as its present interest may appear, subject, however, to the lost payment provisions in favor of the Board of Administrators hereinafter set forth in Section 1 of Article X; public

4657  
Macey

BK 889 N C/O FILE 4600  
PG 447-452 N DEL 5 H MC WC  
OF 111-40576  
COMP

liability insurance providing coverage for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, covering the Association, each member of the Board, the Managing Agent, agents and employees of the Association and each unit owner; and such additional coverage as the Board of Administrators may from time to time determine is appropriate. Such public liability coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operations, maintenance or use of common elements, and legal liability arising out of law suits related to employment contracts of the Association. Such public liability coverage shall also cover cost of liability claims of one insured against the other and shall contain waivers of subrogation, if possible."

2. Amendment to Article VI, Insurance, Section 3 Insurance by Unit Owners. Article VI, Section 3 is hereby amended to read as follows:

"Section 3: Insurance by Unit Owner.

Unit owners may carry and are encouraged to carry owner/condominium insurance, commonly referred to as HO-6 coverage and all persons renting units may carry and are encouraged to carry renter insurance, commonly referred to as HO-4 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 Association shall have no responsibility therefor."

3. Amendment to Article IX, Section 2. Article IX, Section 2 shall be amended to read as follows:

"Section 2: Notice to Lender, Holder, Insurer or Guarantor of First Mortgage.

The Lender, holder, insurer or guarantor of a first mortgage on a unit, upon written request to the Board of Administrators, (such request to state the name and

address of such holder, insurer or guarantor and the unit number) will be entitled to timely written notice of:

- A. Any proposed amendment of the Condominium Master Deed, Bylaws, or Articles of Incorporation affecting a change in (i) the boundaries of any unit or the exclusion easement rights appertaining thereto, (ii) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of the votes in the Association appertaining to any unit, or (iv) the purposes to which any unit or the common elements are restricted;
- B. Any proposed termination of the Condominium Regime;
- C. Any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- D. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage or such eligible holder, insurer or grantor, where such delinquency has continued for a period of sixty days;
- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to Article VI hereof."

4. Amendment to Article IX, Section 3. Article IX, Section 3 shall be amended to read as follows:

"Section 3: Approval of Holders of First Mortgages.

In addition to any other rights of approval by the holders of first mortgages contained in these By-Laws or the Master Deed of the Condominium Regime, the holders of first mortgages upon the units have the following approval rights:

- A. Any restoration or repair of the Condominium Regime after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Master Deed and the original plans and specifications unless the approval of the eligible holders of first mortgages on units

to which at least fifty-one percent (51%) of the votes of units subject to mortgages held by such eligible holders are allocated, is obtained;

- B. Any election to terminate the Condominium Regime after substantial destruction or a substantial taking and condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of units subject to mortgages held by such eligible holders are allocated;
- C. Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the Condominium Regime is fixed in advance by the Master Deed or by applicable law, no reallocation of interest in the common elements resulting from a partial condemnation or partial destruction of the Condominium Project may be affected without approval of the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes or units subject to mortgages held by such eligible holders are allocated;"

5. Amendment to Article XI, Section 1. Article XI, Section 1 shall be amended to read as follows:

"Section 1: Termination.

Except as otherwise provided, owners holding eighty percent (80%) or more of the basic value of the Condominium Regime, using percentages set forth in Exhibit "B" to the Master Deed, shall have the right to terminate the Condominium Regime, subject to the conditions of Section 76-812 of the Condominium Act provided that approval is obtained of the eligible holders of first mortgages on units to which at least sixty-seven percent (67%) of the votes of units subject to a mortgage appertain."

6. Amendment to Article XI, Section 2. Article XI, Section 2 shall be amended to read as follows:

"Section 2: Amendment by Owners.

There shall be no amendment to the Master Deed or the By-Laws unless 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, shall have voted therefore in the affirmative at a special or annual meeting; however, that percentage voting requirement contained in the By-Laws shall not be amended by a lesser percentage vote than sought to be amended and further provided that approval of the eligible holders of first mortgages on units to which at least fifty-one percent (51%) of the votes of units subject to a mortgage appertain, is obtained."

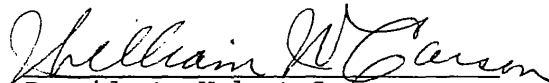
7. Amendment to Article XII, Section 2. Article XII, Section 2 shall be added and shall read as follows:

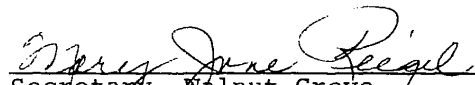
"Section 2: Examination of Books.

The Board of Administrators or its Managing Agent shall make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Master Deed, By-Laws, and other rules governing the Condominium, and other books, records and financial statements of the Association. The Board of Administrators or the Managing Agent shall also make available to prospective purchasers current copies of the Master Deed, By-Laws, other rules governing the Condominium and the most recent annual audited financial statement, if such is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances."

Except as herein amended, the By-Laws remain in full force and effect.

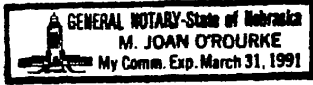
Executed this date first above written.

  
President, Walnut Grove  
Highland Townhomes  
Association, Inc.

  
Secretary, Walnut Grove  
Highland Townhomes  
Association, Inc.

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

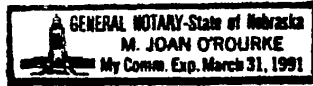
The foregoing instrument was acknowledged before me on this 15 day of June, 1989 by William M. O'Connell, President of Walnut Grove Highland Townhomes Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



M. Joan O'Rourke  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me on this 15 day of June, 1989 by Margaret Heisl, Secretary of Walnut Grove Highland Townhomes Association, Inc., a Nebraska non-profit corporation, on behalf of the corporation.



M. Joan O'Rourke  
Notary Public