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Register of Deeds, Douglas County, NE
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AFFIDAVIT

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

I, Tamela McCreddie, current President of the Tudor Arms Condominium Association Board of Administrators, certify under penalty of perjury the following:

1.) That I reside at 131 South 39th Street Omaha NE 68131 and serve as President of the Tudor Arms Condominium Association Board of Administrators.

(C)

2.) That I am making this affidavit in regard to the following real estate:

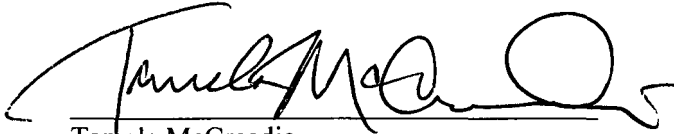
Tudor Arms Condominium Property Regime (Units 1-12, 14-22, 24-25, Unit L, Garages A-K; FLD Book 15 Number 39170)

3.) That I attest the copy attached is a scanned copy of the original document "AMENDMENT TWO TO BY-LAWS OF TUDOR ARMS CONDOMINIUM PROPERTY REGIME" made prior to delivering the original document to the Douglas County Register of Deeds office, and that this copy is identical to the original and now missing document.

TACA Board President
(RETURN): TAMELA MCCREDDIE
131 S. 39TH ST. CONDO 8
OMAHA NE 68131

C

Dated this 24 day of May, 2016.


Tameela McCreadie

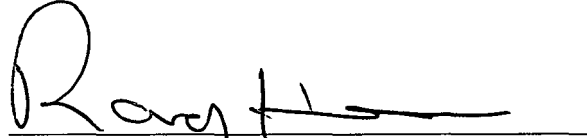
The foregoing instrument was acknowledged before me this

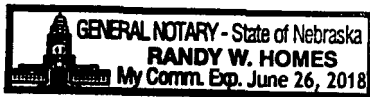
24 day of May, 2016
(month)

by, TAMELA MCCREADIE,
(printed name of acknowledging member or agent)

Board of Directors President, on behalf of
(President/Vice President/Secretary/Member)

Tudor Arms Condo Property Regime, a limited liability company.


Signature of Notary Public



(↑Affix Official Notary seal here↑)

**AMENDMENT TWO
TO
BY-LAWS OF
TUDOR ARMS CONDOMINIUM PROPERTY REGIME
131 SOUTH 39TH STREET
OMAHA, NEBRASKA 68131**

Tudor Arms Condominium Property Regime (Units 1-12, 14-22, 24-25, Unit L, Garages A-K; FLD Book 15 Number 39170) does hereby amend its By-Laws filed in the office of the Register of Deeds in Douglas County, Nebraska, et seq. as follows:

1. **Article II, Section 9** of the By-Laws is hereby replaced in its entirety with the following:

“Article II, Section 9 Voting. Voting at all meetings of the Association shall be on a percentage basis and the percentage of the vote to which each Co-Owner is entitled shall be the Percentage Interest assigned to his/her Unit in the Master Deed. Whenever a vote of the Association is required by the Condominium Property Act, The Master Deed or these By-Laws, in connection with a meeting or otherwise, the Board will notify all Co-Owners of the required vote and/or upcoming meeting, by sending each Co-Owner a letter and/or email detailing the issue(s) requiring a vote, and the Board’s position on the issue. A Co-Owner can reply to the notice indicating agreement with the Board or disagreement with the Board, but failure of the Co-Owner to reply within any time-frame (not less than 21 calendar days) set out in the notice, or by the date of a meeting in the case of an upcoming meeting, will be considered a proxy, from that Co-Owner to the Board, enabling the Board to cast a vote for that Co-Owner and Unit in accordance with the position favored by a majority of the Board. A Co-Owner will also be given the opportunity, in the meeting notice, to give a proxy to the Board for specific issue(s), a blanket proxy for the upcoming meeting, or a blanket proxy that is good for three(3) years.”

2. **Add to Article III, Section 2(i)** “, specifically including but not limited to assessment of those fines for violations of By-Laws by Co-Owners or their guests, levied against the Co-Owner by vote of the Board, and to the extent such fines have been approved by vote of the Association. Non-payment of fines assessed by the Board may result in a lien being placed against the Unit of the non-paying Co-Owner.”

3. **Article III, Section 4**, is amended by the deletion of the last two sentences of the first paragraph, and substitution of: “Notwithstanding anything to the contrary elsewhere in these By-Laws, at the expiration of the initial term of office of each respective member of the board of Administrators, a successor will be elected thereafter, for a term of two (2) years.”

4. **Article V, Section 9(a)**, Will be replaced in its entirety with the following: “No part of the Property shall be used for other than housing and related purposes.”
5. **Article V, Section 9(e)** shall be replaced in its entirety by the following: “No tenant of a Unit may make any noise or cause any annoyance or do any act that may disturb the peaceful enjoyment of the other Co-Owners or tenants. 10 pm to 8 am Sunday through Friday, and 12 am to 8am Friday and Saturday is considered a “quiet period”, during which each tenant shall keep noise to a minimum.”
6. **Article V, Section 9(k)** which states: “Each Co-Owner shall maintain the physical security of the Building including keeping locks on exterior Unit doors and windows in good repair.” Shall be amended to add: “Additionally, no Co-Owner shall admit (buzz-in or open the door to the stairwell for) visitors or other parties who seek admittance to the hallway to visit any other Co-Owner, except in the event of an emergency (fire, illness, injury, perceived threat of violence, etc.). For clarity, this means a Co-Owner shall only admit visitors or other parties who seek admittance to visit the admitting Co-Owner.”
7. **Article V, Section 9(m)**, which states “No pets are allowed on the common Elements or within any Unit without the permission of the Board of Administrators. In no event shall large animals be permitted in the Units or on the Common Elements.” Shall be replaced with the following “9(m):
 - a. Pets are allowed in any Unit. For purposes of this Section, “Pet” will be defined as dogs, cats, fish, birds, and non-dangerous reptiles. This definition does not include chickens and venomous snakes or other dangerous reptiles, or pets that are illegal to keep in the Omaha, NE city limits. A Co-Owner who wishes to keep a Pet that is not clearly allowed or disallowed shall require permission of the Board to do so.
 - b. As of the effective date of this amendment a co-owner may not have more than one (1) dog in a unit or may not have a dog that weights more than 50 pounds without the approval of the Board.
 - c. Pets are not allowed in the courtyard unless carried.
 - d. In other common areas pets must be on a leash or carried by the owner.
 - e. If a pet defecates or urinates in a common area the co-owner must clean it up or be subject to a \$100.00 fine. The owner may also be responsible for carpet cleaning or replacement.”
8. **Article V, Section 9(n)**, is replaced in its entirety with the following: “Each Co-Owner shall be responsible for the reasonable control of cooking odors originating within his/her Unit.”
9. **Article V, Section 13**, is replaced in its entirety by the following: “There is a Storage area are assigned to each respective Unit. Each Unit will receive two (2) parking passes for use in the parking lot to the north of the Building and the 3 bedroom units will receive 3 parking passes; parking in the lot is on a first come basis. Every car parked in the Tudor Arms lot should display its parking pass. Cars without passes are subject to being towed, at vehicle owner’s expense. Parking passes are the responsibility of each Co-Owner, are not to be copied, and may be re-issued by the Board from time to time.”
10. **Article II, Section 5** is hereby amended to require 21 calendar days’ notice for each annual or special meeting.
11. **Common Elements**. The association has voted to clarify the definition of the “Common Elements” in general, and more specifically what is “in the walls” and of that, what is the responsibility of the Association as a Common Element, and what it the responsibility of the Unit Owner. In the past, the concept of “in the

walls” had been interpreted to mean that any work done on plumbing or electrical service that was within a wall was the responsibility of the Association, at its cost.

The Master Deed for the Tudor Arms Condominium Property regime, states in Section 1e “Common Elements” general and limited, means all parts of the property other than the Units, as more fully set forth in Paragraph 7 of this Master Deed.” Paragraph 7 “Common Elements” includes: The General Common Elements consist of the entire Property . . . other than the Units . . . the compartments or installations of central services such as power, light, gas, cold and hot water, water tanks, pumps, boilers and pipes.” Paragraph 9 adds some detail: Each Co-Owner shall have an easement in common with Co-Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Co-Owners of all the other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of administrators shall have a right to access of each Unit to inspect the same, to remove violations therefrom and to maintain repair or replace the Common Elements contained therein . . .”

The By-Laws also mention this issue: In Article V, Section 5(a)(1) and(1)(i) it states: “The Board of Administrators shall be responsible for the maintenance, repair and replacement (of) . . . (i) All of the Common Elements, whether located inside or outside of the Units, and whether Central or Limited.” And, in Article V, Section 5(b)(1): “except for the portions of this [sic] Unit required to be maintained, repaired and replaced by the Board of Administrators, each Co-Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of everything contained within his Unit including the following: any interior walls, kitchen and bathroom fixtures and equipment, refrigerator and range, lighting, heating and air conditioning unit, those parts of the plumbing system which are wholly contained within his Unit and windows.” (emphasis added)

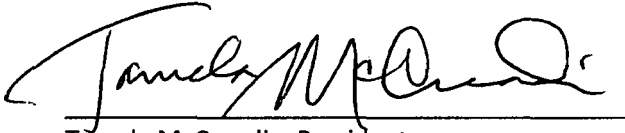
The Association has approved the following interpretation of those terms in the Master Deed and By-Laws regarding maintenance and repair of the Common Elements “within the walls” of a Unit (and this shall include common walls between Units). If a plumbing element, whether feed or drain pipes, an electrical element (wiring), or gas pipe goes between Units, and serves more than one Unit, that is a Common Element, and is the responsibility of the Association. If a plumbing pipe, electrical wiring or gas pipe goes from or to the common element, but serves only that Unit, that pipe or wiring is the responsibility of the Unit Co-Owner.

12. Contact information. Each Co-Owner must provide the Association with the Co-Owner’s contact information (name, address, phone, and email). If the Co-Owner is renting his/her Unit, the Co-Owner must provide the Association with the same contact information for each renter(s). Co-Owners will supply this information within thirty (30) days of the receipt of this Amendment 3, and in the case of renters, promptly upon a change in renter(s).

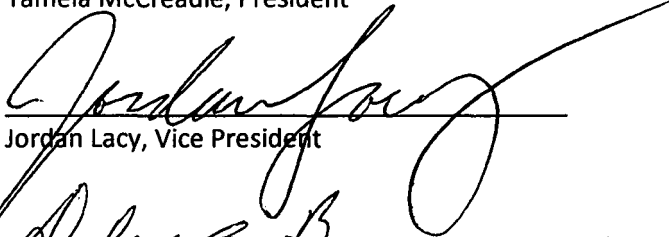
13. General. These changes were passed by the owners on June 9, 2012; reviewed and reaffirmed during the March 29, 2015 special meeting, with the new #11 “Common Elements” above voted on and approved, and are being ratified and published by the Board of Directors as of July 24, 2015. Except as modified hereby, the Master Deed and By-Laws remain in full force and effect.

[signatures on following page]

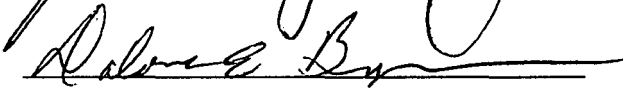
Board of Directors:



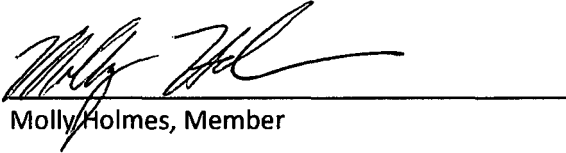
Tamela McCreddie, President



Jordan Lacy, Vice President



Dolores Bynum, Secretary



Molly Holmes, Member



Jake Parriott, Member

Description of Document Amendment Three to By Laws of Tudor Arms Condominium Property Regime (Units 1-12, 14-22, ²⁴23-25, Unit L, Garages A-K) 131 South 39th Street Omaha NE 68131

Acknowledgement

State of Nebraska

s.s.

County of Douglas


The foregoing instrument was acknowledged before me this

15 day of September, 2015,
(month)

by, Tamela McCreadie,
(printed name of acknowledging member or agent)

Board of Directors President, on behalf of
(President/Vice President/Secretary/Member)

Tudor Arms Condo Property Regime, a limited liability company.


Signature of Notary Public



(↑Affix Official Notary seal here↑)

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Description of Document Amendment Three to By Laws of Tudor Arms Condominium Property Regime (Units 1-12, 14-22, ²⁴23-25, Unit L, Garages A-K) 131 South 39th Street Omaha NE 68131

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County of Douglas

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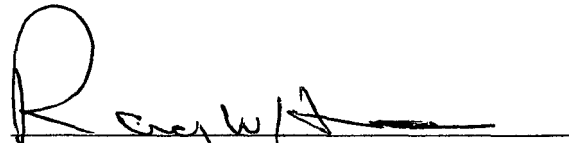
25 day of September, 2015,
(month)

by, Jordan Lacy,
(printed name of acknowledging member or agent)

Board of Directors Vice President, on behalf of
(President/Vice President/Secretary/Member)

Tudor Arms Condo Property Regime, a limited liability company.




Signature of Notary Public

(↑Affix Official Notary seal here↑)

Description of Document Amendment Three to By Laws of Tudor Arms Condominium Property Regime (Units 1-12, 14-22, ~~23~~²⁴-25, Unit L, Garages A-K) 131 South 39th Street Omaha NE 68131

Acknowledgement

State of Nebraska

s.s.

County of Douglas

The foregoing instrument was acknowledged before me this

30 day of September, 2015,
(month)

by, Delores Bynum,
(printed name of acknowledging member or agent)

Board of Directors Secretary, on behalf of
(President/Vice President/Secretary/Member)

Tudor Arms Condo Property Regime, a limited liability company.



Randy W. Homes
Signature of Notary Public

(↑Affix Official Notary seal here↑)

Page 8, of 9

Description of Document Amendment Three to By Laws of Tudor Arms Condominium Property Regime (Units 1-12, 14-22, 23-25, Unit L, Garages A-K) 131 South 39th Street Omaha NE 68131

Acknowledgement

State of Nebraska

s.s.

County of Douglas

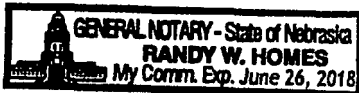
The foregoing instrument was acknowledged before me this

15 day of September, 2015,
(month)

by, Molly Holmes,
(printed name of acknowledging member or agent)

Board of Directors Member, on behalf of
(President/Vice President/Secretary/Member)

Tudor Arms Condo Property Regime, a limited liability company.



Randy W. Homes
Signature of Notary Public

(↑Affix Official Notary seal here↑)

Description of Document Amendment Three to By Laws of Tudor Arms Condominium Property Regime (Units 1-12, 14-22, ²⁴23-25, Unit L, Garages A-K) 131 South 39th Street Omaha NE 68131

Acknowledgement

State of Nebraska

s.s.

County of Douglas

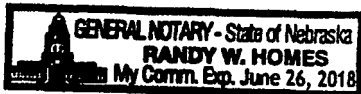
The foregoing instrument was acknowledged before me this

25 day of September, 2015,
(month)

by, Jake Parnott,
(printed name of acknowledging member or agent)

Board of Directors Member, on behalf of
(President/Vice President/Secretary/Member)

Tudor Arms Condo Property Regime, a limited liability company.



Randy W. Homes
Signature of Notary Public

(↑Affix Official Notary seal here↑)