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MISC 2007022110



FEB 27 2007 08:07 P 5

AFTER RECORDING RETURN TO:

~~Erik C. Booth, Esq.~~
Mick & Associates, P.C., LLO
12015 Shamrock Plaza
Omaha, Nebraska 68154

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/27/2007 08:07:08.21



2007022110

902 DODGE CONDOMINIUM RULES AND REGULATIONS

A. Pursuant to Section 13.1 of the Bylaws of 902 Dodge Condominium Association, Inc., a Nebraska non-profit corporation (the "Association"), which Bylaws are recorded in the office of the Douglas County, Nebraska Register of Deeds at document number 2006108833, the Executive Board of the Association adopts the rules and regulations as set forth in Exhibit A to the attached Consent Resolutions.

B. Said rules and regulations shall relate to and affect certain legally described real estate as follows:

- Lot 101, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 201, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 202, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 203, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 204, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 301, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 302, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 303, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 304, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 401, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 402, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 403, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 404, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 501, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 502, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 503, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 504, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 601, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.
- Lot 602, 902 Dodge Condominium, Omaha, Douglas County, Nebraska.

$\frac{5}{19}$ *B* *misc*
 FEE 34.50 FB 07-27413
 BKP _____ C/O _____ COMP *MB*
 DEL _____ SCAN _____ FV _____

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DOWNTOWN DODGE DEVELOPERS, LLC,
a Nebraska limited liability company, Declarant

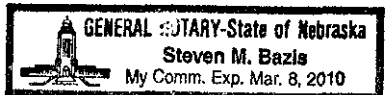
By: Trinity Partners, Inc.,
a Nebraska corporation, Managing Member

By: Brian T. Moffett
Brian T. Moffett, President

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY, 2007 by Brian T. Moffett, President of Trinity Partners, Inc., a Nebraska corporation, which is the Managing Member of Downtown Dodge Developers, LLC, a Nebraska limited liability company, on behalf of said company.

Steven M. Bazis
Notary Public



902 DODGE CONDOMINIUM ASSOCIATION, INC.
CONSENT RESOLUTIONS

The undersigned, constituting all of the members of the initial Executive Board of 902 DODGE CONDOMINIUM ASSOCIATION, INC., a Nebraska non-profit corporation (the "Association"), do hereby consent to the adoption of the following resolutions to be of full force and effect, as if adopted at a regularly or specially held meeting of the Executive Board of the Association:

WHEREAS, pursuant to Section 13.1 of the Bylaws of the Association, the Executive Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Units to provide for the common good and enjoyment of all Owners and occupants, including such rules and regulations with reference to animals, and may establish penalties for the infraction of such rules and regulations; and

WHEREAS, the Executive Board deems it reasonable and necessary for the common good and enjoyment of all Owners and occupants to adopt rules and regulations restricting the number and breed of animals that may be kept in any Unit or Common Element, as is more specifically described in Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 13.1 of the Bylaws of the Association, the Executive Board hereby adopts, as an addition to the rules and regulations of the Association, the rules and regulations as set forth in Exhibit A attached hereto.

BE IT FURTHER RESOLVED that the Executive Board deems this rule to be reasonable and necessary with respect to Units and Common Elements to provide for the common good and enjoyment of all Owners and occupants.

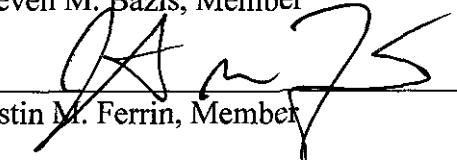
IN WITNESS WHEREOF, all of the undersigned members of the Executive Board of the Association have executed these consent resolutions effective as of the 16 day of JANUARY, 20 07.



Brian T. Moffett, Member



Steven M. Bazis, Member



Justin M. Ferrin, Member

EXHIBIT A

RULES AND REGULATIONS OF 902 DODGE CONDOMINIUM ASSOCIATION, INC., A NEBRASKA NON-PROFIT CORPORATION

Animal Restrictions:

No animals (including, but not limited to horses, fowl, reptiles, insects, or poultry) shall be kept within the Building, except that domestic dogs, cats, birds, fish and other household pets, which are not potentially dangerous, may be kept as household pets within the Building provided that they do not create a disturbance and provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities, which shall be deemed to limit the number of dogs and cats to two (2) each, and no more than three (3) animals in total; however any litter may be retained for a reasonable period. This total number limit shall not apply to fish.

No owner who possesses a dog or other animal shall permit, allow, or cause the dog or other animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon any part of the property or Common Elements, unless it is restrained by a substantial leash and under the control of a responsible adult.

Notwithstanding the foregoing, no domestic dogs shall be allowed within any Unit or the Common Elements that are deemed by the Board, in its reasonable discretion, to be vicious or potentially dangerous dogs. The following breeds of dogs are hereby deemed vicious or potentially dangerous:

Akita	Mastiff
Alaskan Malamute	Perro de Presa Canarios
American Staffordshire Terrier	Pit Bull
Boxer	Rhodesian Ridgeback
Chow Chow	Rottweiler
Doberman Pinscher	Siberian Huskie
German Shepherd	Wolf-hybrid
Great Dane	Any dog that has any of these breeds in their lineage

A dog of any other breed shall be deemed "vicious" for purposes of this Rule if, when unprovoked: 1) it has bitten a person (however, a dog may be vicious even though it is not proven to have bitten any person); 2) in an aggressive manner, it inflicts severe injury on or kills a human being; or 3) it is previously determined to be and currently listed as a potentially dangerous dog (as determined by the Executive Board or local governmental authority) and, after its owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous. For purposes of determining if a dog is "vicious," "severe injury" means any physical injury to a human being that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

A dog, which is not of a Restricted Breed, shall be deemed "potentially dangerous" for purposes of this Rule if, when unprovoked: 1) on two separate occasions within the prior 36-month period, it

engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; 2) it bites a person causing a less "severe injury" than as defined above; or 3) on two separate occasions within the prior 36-month period, it has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog.

The Association shall have the right to cause a dog found to be in violation of any provision of this Rule to be removed from the Building, and the dog's owner or keeper shall be responsible for all costs associated with the dog's removal. The owner or keeper of any animal present in any Unit or Common Element shall be wholly liable for all property damage or personal injury directly or indirectly caused by the animal or by the necessary accessories of that animal (e.g., an aquarium).

Notwithstanding anything herein to the contrary, any animal that is a "service animal" as defined under the Americans with Disabilities Act of 1990 shall be allowed in any Unit or Common Element so long as it is under the reasonable control of its owner or keeper.