

10180 "L" STREET • OMAHA, NEBRASKA 68127-1120

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

**AMENDMENT
TO THE
MASTER DEED AND BY-LAWS
OF
THE BLOOMFIELD TOWNHOMES CONDOMINIUM REGIME
AND
BLOOMFIELD TOWNHOMES, INC.**

COMES NOW Co-owners of Bloomfield representing 57 percent (%) of the unit owners of the Bloomfield Townhomes and agrees to an Amendment to the Master Deed and By-Laws as follows:

Paragraph VII(g) Book 835, Page 508-509

(g) Insurance shall hereafter read as follows: The Board shall have the authority to and shall obtain insurance for the buildings constructed on the Lots to include anything permanently attached to the building, including permanently installed fixtures, cabinetry, wallpaper and carpeting, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for full insurable replacement cost of the Common Elements and the Lots including the buildings and fixtures thereon, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common elements, Lots, and homes built thereon or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and proceeds thereof shall be payable to, the Association as the trustee for each of the Owners in direct ratio to said Owner's respective percentage of loss, as set forth in the Declaration and for the holders of mortgages on his apartment, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Owners. The premiums for such insurance shall be a common expense to be paid by each owner for their unit, based on the value of that unit.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable insuring each Owner, mortgagee of record, if any, the Association, its Officers, Directors, Board and employees, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

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Each Owner shall be responsible for obtaining his own insurance on, furnishings, and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event an Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that this liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the owners as part of the common expenses, as above provided, said Owner may, at this option and expense, obtain additional insurance.

Article (VI), Insurance Book 835, Page 533-534

Shall hereafter read as follows: The Association shall furnish and maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsement, for the full insurable replacement value of the Common Elements as defined by the insurance policies, and of the Lots including any building thereon and anything permanently attached to the building, to provide for restoration thereof to tenantable condition in the event of damage, (but not including furniture, furnishings, or other personal property). This policy or policies shall be written in the name of, and proceeds thereof shall be payable to the Association as Attorney-in-Fact pursuant to Article X of these By-Laws, for each of the Owners in the pro-rata ownership based on the basic total vote in the Master Deed and to the respective mortgagees of the owners as their respective interest may appear. Said policy or policies shall provide for separate protection for each Lot and buildings thereon, and with a separate loss-payable payment in favor of the mortgagors of mortgagees of each Lot. Such policy or policies shall permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Board of Administrators, or any Owner, for the recovery of any loss under such policy or policies. Such policy or policies shall not be cancelable except after ten (10) days written notice to the mortgagee and the Association. A copy or a duplicate of such policy or policies shall be deposited with the mortgagee with evidence of the payment of premiums, and the renewal policy shall be deposited with the mortgagee not later than ten (10) days prior to the expiration of existing policies. In addition, insurance shall be procured for Workmen's Compensation coverage (where applicable) and such other insurance as the Association may deem advisable from time to time, such other insurance to include public liability in such limits as the Board deemed common expense. Each Owner may obtain additional insurance at his expense, to cover the interior of the structure to include furnishings provided that all policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Administrators shall not be affected or diminished by reason of any such additional insurance carried by an Owner.

This Amendment is pursuant to Article X, Section 2 of the By-Laws of the Bloomfield Townhome Condominium Property Regime and also pursuant to Paragraph XIII of the Master Deed and Declaration of the Bloomfield Townhome Condominium Regime.

Shelley Toohy 1234 No 97 Pkg

Oliver Henry 1307 No 97 Pkg

Frances Fried 1210 No 97 Pkg

Mary Battula 1303 No 97 Pkg

William J. H. H. 1211 No 97 Pkg

Leonard Kozary 1330 No 97 Pkg

Daniel W. Butler 1215 No 97 Pkg

W. A. Richardson 1225 No 97 Pkg

Gloria Leiferman 1235 No 97 Pkg

Janet M. Nelson 1229 No 97 Pkg

Marjann W. Ellick 1326 No 97 Pkg

Corazlia E. Davis 1218 No 97 Pkg

Robert Egan 1226 No 97 Pkg

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

Before me, a notary public, duly qualified for said county and state, personally came Gerald Toohy, Allen Neary, Francis Fried, Mary Gattula, Judith Goldstein, Bernard Kopy, David Bouda, St. A. Richardson, Gloria Heikman, Janet M. Wilson, Marilyn W. Ellick, Cornelie C. Davis, Herbert Eyer

known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed. Signed this 15 day of July, 1993.



Patricia A. Hughes
 Notary Public