

10-15-1965

1267-527

MASTER DEED FOR COUNTRY CLUB MANOR CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, in the City of Omaha, County of Douglas, and State of Nebraska, on this 13th day of October, 1965, Country Club Manor Apartments, a Cooperative Apartment House, situated in the City of Omaha, State of Nebraska, hereinafter referred to as "Grantor" represented in this Deed by the cooperative members,

Mr. and Mrs. A. H. Post  
5235 Military

Mrs. Wells King  
5237 Military

Mrs. David A. Cloyd  
5239 Military

Mrs. Dorothy G. Bowers  
5241 Military

Miss Jewell Hargleroad  
5243 Military

Mr. and Mrs. Raymond L. Huber  
5245 Military

Mr. and Mrs. Fred G. McCerwick  
5247 Military

Mr. and Mrs. LeRoy E. Damhoff  
5249 Military

who are fully empowered and qualified to execute this Deed on behalf of said cooperative, does hereby state:

FIRST: That Grantor owns the following property situated in the City of Omaha, State of Nebraska, which is described as follows:

Lots 8, 9 and 10, Block 1, in Country Club District, an Addition to the City of Omaha as surveyed, platted and recorded, in Douglas County, Nebraska; EXCEPT the South 36.8 feet thereof, but excluding from said

exception and including in this description a portion of the South 36.8 feet of Lot 9, shown and designated as a grass plot on a plat and survey prepared by Howard Thomas Engineering Company, dated April 23, 1949, TOGETHER with and subject to easements for the benefit of the above premises and the property adjoining on the South for joint driveway purposes ingress to and egress from said tract designated as a grass plot, and for drainage water and sewer line purposes,

and recorded in the office of the Register of Deeds for the County of Douglas, State of Nebraska, in Deed Book 1141 of Deeds at Page 141.

SECOND: That on the parcel of land described above the Grantor owns a building known as Country Club Manor, according to the plans attached hereto as Exhibit "A" which were drawn by architect Leo J. Dworak, Omaha, Nebraska.

THIRD: That the said building consists of eight five-room apartments, each apartment having a separate basement including a garage, a furnace and hot water heater therein, a first floor and two bedrooms and bath on the second floor. The westernmost of the eight apartments contains, in addition, a finished recreation room in the basement and a powder room on the first floor. The eight apartments are all for residential purposes. Each of the above listed cooperative owners owns an undivided one-eighth interest in the building and the real estate thereunder, but they now wish and desire that each of the eight individual apartments in the building will be herein conveyed to the respective residents of each particular apartment so that said residents shall attain a particular and exclusive property right thereto, hereinafter referred to as "Family Unit", and also an undivided interest in the general and restricted common areas and

facilities of the project, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter sometimes referred to as "General or Restricted Common Areas and Facilities", all of the above in accordance with Sections 76-801 -- 76-823 Nebraska Revised Statutes (Cum. Supp. 1963). Title to the Post's Family Unit shall remain in Doris A. Post. The other three married couples wish and desire to hold their respective units as joint tenants, it being the intention of these parties that in the event of the death of either of said grantees, the entire fee simple title to the real estate described herein shall vest in the surviving grantee.

**FOURTH:** That the aforesaid project has a total building area of 12,663 square feet, of which 11,400 square feet will constitute Family Units and 1,263 square feet will constitute General or Restricted Common Areas and Facilities.

**FIFTH:** That the Family Units and Common Areas and Facilities of the project will be as follows:

- (1) **Family Units:** There are 8 individual Family Units. The said Family Units will be numbered consecutively from 1 through 8, and hereinafter such Family Units will be referred to as, "Family Unit Type No. 1", "Family Unit Type No. 2", "Family Unit Type No. 3", "Family Unit Type No. 4", "Family Unit Type No. 5", "Family Unit Type No. 6", "Family Unit Type No. 7", and "Family Unit Type No. 8", respectively.

Each Family Unit contains 5 rooms and has a separate basement, including a garage, gas furnace and hot water heater therein, a first floor, and two bedrooms and bath on the second floor. In addition, the westernmost apartment contains a powder room and a finished room in the basement.

The Family Units are described herein below. The measurements of the Family Unit exclude all of the outside walls and all of the partition walls between apartments, but include the walls dividing individual rooms within the Family Unit.

- (a) **Family Unit Type No. 1:** It is the Easternmost Apartment Unit. It is a rectangular shaped 3-level apartment measuring 25 feet 8 inches long and 18 feet wide, making a total area of 1,368 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 234 square feet, a dining room of 112.85 square feet, a kitchen of 89.51 square feet, one bedroom of 217.35 square feet, a second bedroom of 131.38 square feet, and a bathroom of 42.25 square feet.

- (b) Family Unit Type No. 2: It is a rectangular shaped 3-level apartment measuring 25 feet 8 inches long and 18 feet wide, making a total area of 1,368 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 234 square feet, a dining room of 112.85 square feet, a kitchen of 89.51 square feet, one bedroom of 217.35 square feet, a second bedroom of 131.38 square feet, and a bathroom of 42.25 square feet.

- (c) Family Unit Type No. 3: It is a rectangular shaped 3-level apartment measuring 25 feet 8 inches long and 18 feet wide, making a total area of 1,368 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 234 square feet, a dining room of 112.85 square feet, a kitchen of 89.51 square feet, one bedroom of 217.35 square feet, a second bedroom of 131.38 square feet, and a bathroom of 42.25 square feet.

- (d) Family Unit Type No. 4: It is a rectangular shaped 3-level apartment measuring 25 feet 8 inches long and 18 feet wide, making a total area of 1,368 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 234 square feet, a dining room of 112.85 square feet, a kitchen of 89.51 square feet, one bedroom of 217.35 square feet, a second bedroom of 131.38 square feet, and a bathroom of 42.25 square feet.

- (e) Family Unit Type No. 5: It is a rectangular shaped 3-level apartment measuring 25 feet 8 inches long and 18 feet wide, making a total area of 1,368 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 234 square feet, a dining room of 112.85 square feet, a kitchen of 89.51 square feet, one bedroom of 217.35 square feet, a second bedroom of 131.38 square feet, and a bathroom of 42.25 square feet.

- (f) Family Unit Type No. 6: It is a rectangular shaped 3-level apartment measuring 25 feet 8 inches long and 18 feet wide, making a total area of 1,368 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 234 square feet, a dining room of 112.85 square feet, a kitchen of 89.51 square feet, one bedroom of 217.35 square feet, a second bedroom of 131.38 square feet, and a bathroom of 42.25 square feet.

- (g) Family Unit Type No. 7: It is a rectangular shaped 3-level apartment measuring 25 feet 8 inches long and 18 feet wide, making a total area of 1,368 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 234 square feet, a dining room of 112.85 square feet, a kitchen of 89.51 square feet, one bedroom of 217.35 square feet, a second bedroom of 131.38 square feet, and a bathroom of 42.25 square feet.

- (h) Family Unit Type No. 8: It is a rectangular shaped 3-level apartment measuring 24 feet long and 25 feet 8 inches wide, making a total area of 1824 square feet, as specifically shown in Exhibit "A" of this Deed.

The Family Unit consists of the following rooms:

A living room of 312 square feet, a dining room of 122.535 square feet, a kitchen of 93.36 square feet, one bedroom of 312 square feet, a second bedroom of 215.895 square feet, a bathroom of 42.25 square feet, and a powder room of 42.25 square feet.

(2) Common Areas and Facilities:

- (a) The parcel of land described in paragraph FIRST of this Deed.
- (b) Driveway facilities as shown in Exhibit "A" attached hereto including the concrete driveway as presently constructed and in use along approximately the South 15 feet of the premises

herein conveyed (excluding said grass plot) and along approximately the North 15 feet of the premises adjoining on the South (known as Country Club Apartments), which shall be used as a joint driveway by the respective owners of said adjoining properties. Said jointly used driveway shall be kept clear of obstacles and the expense of upkeep and repair of said jointly used driveway shall be shared equally by the respective owners of said adjoining properties, on a basis of 50% chargeable to each property. Said above described property (Country Club Manor) and the property adjoining on the South (Country Club Apartments) shall have reciprocal easement rights over and across said joint driveway for the purposes aforesaid, and that the owners and occupants of the premises herein conveyed, their agents, servants, licensees, etc., shall have the right and privilege of crossing and re-crossing said concrete driveway for the purpose of ingress to and egress from the above mentioned grass plot.

- (c) The sewer line as presently constructed and in use serving the said Country Club Manor, running East and West under said joint driveway through Lots 10 and 9 and a portion of Lot 8, thence Southeasterly through Lot 8 and South along the East line of Lot 13, to join and connect with the sewer main in Corby Street which is used jointly by the respective owners of the said Country Club Apartments adjoining on the South, as a sewer line for said Country Club Manor and as a water drainage line for both properties, including the rights of the owners of said Country Club Manor to maintain, repair or replace said sewer line, the cost of such maintenance, repair or replacement to be borne by the owners of said Country Club Manor, and that said adjoining properties shall have reciprocal easement rights for the use of said sewer line, as aforesaid. If said premises known as Country Club Apartments are damaged in the process of repairing or replacing said sewer line, such damage shall be remedied by and at the cost of the owner or owners of the said Country Club Manor.
- (d) The tool room attached to the 5-stall garage located on Lot 8, which is reserved as storage space for said Country Club Manor, so long and during such period as said 5-stall garage shall remain in existence. At the expiration of such period, the right to the use of said tool room by the owners of Country Club Manor shall terminate.

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- (e) The water meter located on the Westernmost boundary curbing along Country Club Boulevard just inside the fence.
  - (f) All the plumbing network throughout the project but not including that part within any Family Unit.
  - (g) Electric and telephone wiring network throughout the project but not including that part within any Family Unit.
  - (h) Necessary light, telephone, and water public connections but not including that part within any Family Unit.
  - (i) The two trash incinerators located on the parcel of land described in paragraph FIRST of this Deed.
  - (j) Foundations and main walls (outside walls and partition walls but not including walls separating individual rooms within each Family Unit) of the project as described in the plans which form part of the Deed as Exhibit "A" hereof.

SIXTH: (a) That the title and interest of each owner of a Family Unit in the General Common Areas and Facilities listed under letters (a) through (j) of subparagraph (2) of paragraph FIFTH, and their proportionate share in the profits and common expenses in the said General Common Areas and Facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of owners of the Country Club Manor Condominium Regime shall be upon the basis of 1/8 share and 1/8 voting representation per each Family Unit.

(b) The proportionate representation for voting purposes provided in (a) hereof may be limited in accordance with the provisions of the by-laws attached hereto as Exhibit "B".

SEVENTH: That the administration of Country Club Manor Condominium consisting as aforesaid of the project and parcel of land described in paragraph FIRST and FIFTH of this Deed shall be in accordance with the provisions of this Deed, and with the provisions of the by-laws which are made a part of this Deed and are attached hereto as Exhibit "B".

EIGHTH: That as appears above, a plan of apartment ownership is hereby constituted under and subject to the provisions of Sections 76-801 through 76-823 Nebraska Revised Statutes (Cum. Supp. 1963) so that each of the 8 Family Units may be conveyed and recorded as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the project, each Family Unit owner having exclusive and particular right over his respective Family Unit, and in addition the specified undivided interest in the common areas and facilities.

NINTH: That for the purposes of the recording fees to be imposed on the recordation of this Deed in the Book of Deeds, the value of the Country Club Manor Condominium Regime is distributed as follows:

- (a) The parcel of land described in paragraph FIRST hereof is valued at \$10,570.
- (b) The project described in paragraph SECOND and THIRD hereof is valued at \$102,570.

TENTH: That so long as the Grantor owns one or more of the Family Units, the Grantor shall be subject to the provisions of the Deed and of the Exhibits "A" and "B" attached hereto; and the Grantor covenants to take no action which will adversely affect the rights of the Association with respect to assurances against latent defects in the project or other rights



assigned to the Association by reason of the establishment of the Condominium.

ELEVENTH: That the general common areas and facilities shall remain undivided and no owner shall bring any action for partition or division.

TWELFTH: That the percentage of the undivided interest in the general common areas and facilities established herein shall not be changed, except with the unanimous consent of all the owners expressed in amendments to this Deed, duly recorded.

THIRTEENTH: That the undivided interest in the general common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH: That each owner shall comply with the provisions of this Deed, the by-laws, agreements, decisions and resolutions of the Association of owners or its representatives as lawfully amended from time to time, and failure to comply with any such provisions, agreements, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

FIFTEENTH: That the dedication of the property to the plan of Condominium Regime herein shall not be revoked, or the property removed from the plan of Condominium, or any of the provisions herein amended, unless all of the owners of the units unanimously agree to such revocation, or amendment, or removal of the property from the plan by duly recorded instruments.

SIXTEENTH: That no owner of a Family Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the general common areas and facilities or by the abandonment of his Family Unit.

SEVENTEENTH: That all present or future owners, tenants, future tenants, or any other person who might use the facilities of the project in any manner, are subject to the provisions of this deed, and that the mere acquisition or rental of any of the Family Units of the project or the mere act of occupancy of any of said units shall signify that the provisions of this deed are accepted and ratified.

EIGHTEENTH: That if the property subject to the plan of apartment ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by Section 76-821, Neb. Rev. Stat. (1963).

NINETEENTH: That where a mortgagee or other purchaser of a Family Unit obtains title by reason of foreclosure of mortgage covering a unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

TWENTIETH: That the Board of Directors of the Association of Owners, or the management agent, or manager shall obtain and continue in effect blanket property insurance in form and amount

satisfactory to mortgagees holding first mortgages covering Family Units, but without prejudice to the right of the owner of a Family Unit to obtain individual Family Unit insurance.

TWENTY-FIRST: That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in a separate escrow account of the Association of Owners and used solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of October, 1965.

<u>Mr. A. H. Post</u>	<u>Mrs. David A. Cloyd</u>
<u>Mrs. Dorothy G. Bowers</u>	<u>Miss Jewell Hargleroad</u>
<u>Mr. Raymond L. Huber</u>	<u>Mr. Fred G. McCormick</u>
<u>Mr. LeRoy E. Dashoff</u>	<u>Mrs. LeRoy E. Dashoff</u>

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 14 day of October, 1965, before me, a Notary Public, in and for said County, personally came the above-named Mr. and Mrs. A. H. Post, Mrs. Wells King, Mrs. David A. Cloyd, Mrs. Dorothy G. Bowers, Miss Jewell Hargleroad, Mr. and Mrs. Raymond L. Huber, Mr. and Mrs. Fred G. McCormick and Mr. and Mrs. LeRoy E. Dashoff, who are personally known to me to be the identical persons whose names are affixed to the above instrument, as Grantors, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day last aforesaid.

Leroy W. Hargleroad  
Notary Public



Commission Expires June 1, 1969

# EXHIBIT "B"

BOOK 1207 PAGE 27

## BY-LAWS OF COUNTRY CLUB MANOR CONDOMINIUM

### ARTICLE I

#### PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at the Southeast Corner of Country Club Boulevard and Military Avenue, City of Omaha, State of Nebraska, known as "COUNTRY CLUB MANOR CONDOMINIUM" is submitted to the provisions of Secs. 76-801 through 76-823, Nebr. Rev. Statutes (1963 Cum. Supp.).

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project, or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

### ARTICLE II

#### VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is

the percentage assigned to the family unit or units in the Master Deed.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such

other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on October 14, 1965. Thereafter, the annual meetings of the Association shall be held on the first Monday of October of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of fifty-one per cent of the owners, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of 5 persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a



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vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V  
OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including

but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Master Deed.

Section 2. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) All tort liability arising from common areas shall be charged as common expense.
- (d) The cost of partial destruction of the common elements of the condominium shall be borne equally by all unit owners. However, an owner shall reimburse the Association for any expenditures incurred in repairing

or replacing any common area and facility damaged through his fault.

**Section 3. Use of Family Units--Internal Changes.**

- (a) All units shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within ten days and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration.

**Section 4. Use of Common Areas and Facilities.**

- (a) An owner shall not place or cause to be placed in the common areas and facilities any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

**Section 5. Right of Entry.**

- (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the

purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Requirements for Sale of Family Unit.

Any co-owner wishing to sell his Family Unit must receive written approval from five-eighths (5/8) of the co-owners. Any sale which shall be made without said approval shall be void.

Any co-owner receiving an offer to purchase must afford the Association the opportunity to purchase his unit and share in the common elements on the same terms within a period of ten (10) days. If the Association fails to exercise its option within the prescribed time, the owner may sell to the offeror, providing, of course, that the co-owner has satisfied the above requirement of five-eighths (5/8) approval.

If the co-owner violates the covenant, the Association shall have the right to repurchase the units sold. This Section applies to foreclosures.

Section 7. Rules of Conduct.

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios,

television and amplifiers that may disturb other residents. Keeping domestic animals is strictly prohibited.

- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.
- (g) Each Family Unit shall be used only as a one family dwelling, and there shall be no rental of any unit unless by five-eighths (5/8) written consent of the CO-OWNERS.
- (h) Any Mortgagee obtaining title to a Family Unit is subject to the same rules, resolutions, agreements and by-laws as any other Family Unit Owner.
- (i) Any co-owner leaving town for a period of more than one week shall leave his forwarding address with an officer of the Association.



ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least five-eighths (5/8) of the total value of all units in the project as shown in the Master Deed.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

ARTICLE IX

VENDEES

Upon request, the Management shall make available to any potential vendee the records of the Association for examination of assessments against individual units.

ARTICLE X

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Secs. 76-801 through 76-823, Nebr. Rev. Statutes (1963 Cum. Supp.).

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

RECEIVED

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THOMAS J O'CONNOR  
REGISTER OF DEEDS  
DOUGLASS COUNTY, NEBR

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