

A M E N D E D A N D R E S T A T E D B Y - L A W S

For

C O T N E R C E N T E R C O N D O M I N I U M

B U I L D I N G S A a n d B

1540 North Cotner Blvd.
Lincoln, Nebraska 68505

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B Y - L A W S

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ARTICLE 1

Plan of Unit Ownership

Section 1. Unit Ownership. The property located in the City of Lincoln, the County of Lancaster, State of Nebraska (hereinafter called the "Property"), has been submitted to the provisions of the Condominium Property Act of the State of Nebraska (Sections 76-801 to 76-823, Neb. Rev. Stat., (Reissue 1976) by the Master Deed and Declaration recorded in the land records in and for Lancaster County, Nebraska, simultaneously herewith, and shall hereinafter be known as "Cotner Center Condominium" (hereinafter called the "Condominium").

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of Units and their employees, guests, invitees and any other person who may use the facilities of the Property in any manner, are subject to these By-Laws, the Master Deed and Declaration and the Rules and Regulations adopted by the Board of Administrators. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these By-Laws, the Rules and Regulations and the provisions of the Master Deed and Declaration, as they may be amended from time to time, by the person so acquiring, owning, leasing or occupying a Unit and shall constitute an agreement by such person to comply with the same and be evidence thereof.

Section 3. Administration. The office of the Condominium and of the Board of Administrators shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Administrators.

ARTICLE II

Association of Co-Owners

Section 1. Composition. All of the Co-Owners of Units contained in the Condominium shall constitute the "Association of Co-Owners," who shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the Condominium, and performing all of the other acts that may be required to be performed by the Association of Co-Owners by the Condominium Property Act and the Master Deed and Declaration. Except as to those matters which the Condominium Property Act specifically requires to be performed by the vote of the Co-Owners of the Units the administration of the foregoing responsibilities shall be performed by the Board of Administrators as more particularly set forth in Article III.

Section 2. Annual Meetings. The annual meetings of the Association of Co-Owners shall be held upon such date and at such time as the Board of Administrators shall determine. At such annual meetings, the Board of Administrators shall be elected by ballot of the Co-Owners in accordance with the requirements of Section 4 of Article III of these By-Laws. The association of Co-Owners may transact such other business at such meetings as may properly come before them.

Section 3. Place of Meetings. Meetings of the Association of Co-Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Administrators.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Association of Co-Owners if so directed by resolution of the Board of Administrators or upon a petition signed and presented to the Secretary by Co-Owners owning not less than twenty-five percent (25%) of the Percentage Interests of all Co-Owners. 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.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to provide a notice in person or by mail of each annual or special meeting of the Co-Owners at least ten (10) but not more than twenty (20) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held, to each Co-Owner of record, at such address as each Co-Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 6. Quorum. The presence of Co-Owners in person or by proxy who have the authority to cast a majority of all the total votes of all Co-Owners of the Association entitled to vote shall be necessary to constitute a quorum at all meetings of the Co-Owners for the transaction of business. The Quorum having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any Co-Owners previously in attendance by person or by proxy. Any meeting may be adjourned upon a majority vote of those present at the time the motion to adjourn is considered.

Section 7. Order of Business. The order of business at all annual meetings of the Association of Co-Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Board of Administrators

- (f) Reports of committees
- (g) Election of inspectors of election (when so required)
- (h) Election of members of the Board of Administrators
(when so required)
- (i) Old business
- (j) New business

Section 8. Voting. Voting at all meetings of the Association of Co-Owners shall be on a percentage basis and the percentages of the vote to which each Co-Owner is entitled shall be the Percentage Interest assigned to his Unit in the Master Deed and Declaration. Where the ownership of a Unit is in more than one person, then the person who shall be entitled to cast the vote of that Unit shall be the person so designated in writing by the Co-Owners of that Unit.

Wherever the approval or disapproval of a Co-Owner is required by the Condominium Property Act, the Master Deed and Declaration of these By-Laws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Co-Owner of such Unit at any meeting of the Association of Co-Owners. Except where a greater number is required by the Condominium Property Act, the Master Deed and Declaration or these By-Laws, a majority of the Co-Owners present is required to adopt decisions at any meeting of the Association of Co-Owners. If the Developer or the Association of Co-Owners owns or holds title to one or more Units, the Developer or the Board of Administrators, as the case may be, shall have the right at any meeting of the Association of Co-Owners to cast the votes to which such Unit(s) is entitled. The Co-Owners do not have the right of cumulative voting.

Section 9. Proxies. A vote may be cast in person or by proxy. Proxies may be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting and must be dated, signed and witnessed.

Section 10. Majority of the Co-Owners. Majority of the Co-Owners means the Co-Owners of more than fifty percent (50%) of the aggregate Percentage Interest. Any specified percentage or proportion of the Co-Owners means the Co-Owners of such number of Percentage Interest in the aggregate.

Section 11. Conduct of Meeting. The President shall preside over all meetings of the Association of Co-Owners and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Association of Co-Owners when not in conflict with the Master Deed and Declaration, these By-Laws or the Condominium Property Act.

ARTICLE III

Board of Administrators

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Administrators. The Board of Administrators, starting in 1991, shall be composed of nine (9) persons, all of whom shall be Co-Owners of Units, or officers, directors or designees of Co-Owners. The number on the Board of Administrators is being changed from twelve (12) members in 1988 to nine (9) members in 1991 over a three year period through the procedure outlined in Section 4 of this Article III.

Section 2. Powers and Duties. The Board of Administrators shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not required by the Condominium Property Act or by these By-Laws to be exercised by others. The Board of Administrators shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium, provided such Rules and Regulations shall not be in conflict with the Condominium Property Act or the Master Deed and Declaration. In addition to the duties imposed by these By-Laws or by any resolution of the Association of Co-Owners that may hereafter be adopted, the Board of Administrators shall have the power to, and be responsible for, the following:

- (a) preparation of an annual budget, in which there shall be established the contribution of each Co-Owner to the Common Expenses;
- (b) making assessments against Co-Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Co-Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Administrators, the annual assessment against each Co-Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- (c) providing for the operation, care, upkeep, maintenance and surveillance of all of the Property and services of the Condominium;
- (d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Property, and, where appropriate, providing for the compensation of such

personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which equipment, supplies and material shall be deemed the common property of the Co-Owners;

- (e) collecting the assessments against the Co-Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property;
- (f) making and amending Rules and Regulations respecting the use of the Property and the personal conduct of owners and occupants and their invitees;
- (g) opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;
- (h) making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings, or for the general upkeep, repair, decorating and keeping the property in good repair and in a neat and clean condition;
- (i) enforcing by legal means the provisions of the Master Deed and Declaration, these By-Laws and the Rules and Regulations for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Co-Owners;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Master Deed and Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Condominium and not billed to Co-Owners of individual Units;
- (l) keeping books with detailed accounts in chronological order to the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by any Co-Owner, his duly authorized agent or attorney, or by any prospective purchaser of a Unit, at convenient hours on working days at the times and in the manner that shall be set and announced by the Board of Administrators for the general knowledge of the Co-Owners. Any

prospective purchaser must be designated as such by a Co-Owner in writing. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside certified public accountant employed by the Board of Administrators who shall not be a resident of the Condominium, or a Co-Owner. The cost of such audit shall be a Common Expense.

- (m) notifying the mortgagee of any Unit of any default by the Co-Owner of such Unit whenever requested in writing by such mortgagee to send such notice;
- (n) to do such other things and acts, including the requirements of any lending institution authorized by any Co-Owner to receive such information to assist in financing the purchase of any Unit or Units, not inconsistent with the Condominium Property Act and with the Master Deed and Declaration which it may be authorized to do by a resolution of the Association.

Section 3. Managing Agent. The Board of Administrators may employ for the Condominium a professional Managing Agent at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize, including, but not limited to, the duties listed in paragraphs (a), (c), (d), (e), (h), (j), (k), (l), (m) and (n) of Section 2 of this Article III. The Board of Administrators may delegate to the Managing Agent all of the powers granted to the Board of Administrators by these By-Laws other than the powers set forth in paragraphs (b), (f), (g) and (i) of Section 2 of this Article III.

Section 4. Nomination, Election and Term of Office. The Association of Co-Owners fixes the term of office of all Members of the Board of Administrators at three (3) years. At the expiration of their term of office any Board Member can be reelected. The members of the Board of Administrators shall hold office until their respective successors shall have been elected by the Association of Co-Owners. The 1988 Board of Administrators has twelve (12) members all of whom have been elected to three (3) year terms. This twelve (12) member Board will change to a nine (9) member Board of Administrators by 1991 according to the following procedure and schedule. All present members will complete the three (3) year term to which they have been elected. At the Annual Meeting of the Co-Owners Association in 1988, 1989, and 1990 three (3) Board members will be elected. This schedule will establish a Board of eleven (11) members in 1989, a Board of ten (10) members in 1990, and a Board of nine (9) members in 1991. In 1991 and thereafter the business of the Cotner Center Condominium Association will be under the jurisdiction of a nine (9) member Board of Administrators.

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- (a) Nominations for election to the Board of Administrators may be made by the Association of Co-Owners at their annual Association meeting. Nominations can be in writing. Each nominee must give prior approval in writing to have his/her name placed in nomination.
 - (b) The names placed in nomination shall be submitted to a vote of the Co-Owners. In the event that no candidate receives the vote of a majority of Co-Owners, the names of the two (2) candidates receiving the greatest number of votes on the first ballot shall be resubmitted for a vote of the Co-Owners and the candidate receiving the greatest number of votes on the second ballot shall be deemed to be elected to such position on the Board of Administrators.

Section 5. Removal of Members of the Board of Administrators. Notwithstanding any other provisions in these By-Laws (and notwithstanding the fact that some lesser percentage may be specified by law or these By-Laws), at any regular or special meeting duly called, any one or more of the members of the Board of Administrators may be removed with or without cause, but only by the affirmative vote of seventy percent (70%) or more of the total membership of the Co-Owners. A successor may then and there be elected to fill the vacancy thus created; provided, any Administrator whose removal has been proposed by the Co-Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof. He shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Administrators caused by any reason other than the removal of an Administrator by a vote of the Association of Co-Owners shall be filled by a vote of a majority of the remaining Administrators at a special meeting of the Board of Administrators held for that purpose promptly after the occurrence of any such vacancy, even though the Administrators present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Administrators for the remainder of the term of the member so removed.

Section 7. Organization Meeting. The first meeting of the members of the Board of Administrators following the annual meeting of the Association of Co-Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Association of Co-Owners at the meeting at which such Board

of Administrators shall have been elected, and no notice shall be necessary to the newly-elected members of the Board of Administrators in order legally to constitute such meeting, providing a majority of the whole Board of Administrators shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Administrators may be held at such time and place as shall be determined from time to time by a majority of the Administrators, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Administrators shall be given to each Administrator, in person or by mail, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Administrators may be called by the President on three (3) business days' notice to each Administrator, given in person or by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Administrators shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Administrators.

Section 10. Waiver of Notice. Any Administrator may, at any time, in writing, waive notice of any meeting of the Board of Administrators, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Administrator at any meeting of the Board of Administrators shall constitute a waiver of notice by him of the time and place of such meeting. If all Administrators are present at any meeting of the Board of Administrators, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Administrators. At all meetings of the Board of Administrators, a majority of the Administrators shall constitute a quorum for the transaction of business, and the votes of a majority of the Administrators present at a meeting at which a quorum is present shall constitute the decision of the Board of Administrators. If at any meeting of the Board of Administrators there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Administrators shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a Common Expense.

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Section 13. Compensation. No Administrator shall receive any compensation from the Condominium for acting as such.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Administrators and the Secretary shall keep a Minute Book of the Board of Administrators, recording therein all resolutions adopted by the Board of Administrators and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Board of Administrators when not in conflict with the Master Deed and Declaration, these By-Laws or the Condominium Property Act.

Section 15. Order of Business. The order of business at annual meetings, and, as far as practical, at other Co-Owners' meetings shall be:

- (a) Calling of the Roll
- (b) Proof of Notice of Meeting or Waiver of Notice
- (c) Reading of Minutes
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Election of Administrators
- (g) Old Business
- (h) New Business
- (i) Adjournment

Section 16. Liability of the Board of Administrators. The members of the Board of Administrators shall not be liable to the Co-Owners for any mistake of judgment, negligence, or otherwise except to the extent that any loss is covered by insurance.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Administrators. The Board of Administrators may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. All principal officers shall be members of the Board of Administrators.

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

Section 3. Removal of Officers. Upon affirmative vote of a majority of the members of the Board of Administrators,

any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Administrators, or at any special meeting of the Board of Administrators called for such purpose.

Section 4. President. The President shall be the chief executive of the Condominium. He shall preside at all meetings of the Association of Co-Owners and of the Board of Administrators. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Act of the State of Nebraska, including, but not limited to, the power to appoint committees from among the Co-Owners and others from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall assist the President and 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 Administrators shall appoint some other member of the Board of Administrators to act in the place of the President, 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 Administrators or by the President. In the event of the resignation or removal of the President the Vice President shall automatically assume the office of President for the remainder of the term.

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

Section 7. Treasurer. The Treasurer shall have the responsibility for the Condominium funds and securities; shall be responsible for keeping full and accurate financial records and books of the accounts showing all receipts and disbursements; for the preparation of all required financial data; shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Administrators, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Administrators, and shall, in general, perform all the duties incident to the office of the Treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by such person or persons as may be designated by the Board of Administrators.

Section 9. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Administrators may select.

Section 10. Acceptance of Gifts. The Board of Administrators may accept, on behalf of the Association, any contribution, gift, bequest or other property for the general purposes or for any special purpose of the Association.

Section 11. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

Section 12. Auditing. The books and accounts of the Association shall be reviewed or audited annually by a certified public accountant.

Section 13. Books and Records. The books, records and papers of the Association shall be subject to inspection by any Co-Owner during reasonable business hours.

ARTICLE V

Committees

Section 1. Executive Committee. The Executive Committee of the Board of Administrators shall consist of the four officers elected by the Board of Administrators. These are the President, Vice President, Secretary, and Treasurer together with such other members of the Board of Administrators as the Board from time to time appoints. The Executive Committee will have the following specific functions which they will perform in behalf of the entire Board.

- (a) Prepare the agenda for regular or special meetings of the Condominium Board of Administrators or the Annual or Special meetings of the Co-Owners Association.
- (b) Arrange for the preparation of a preliminary annual budget for the Co-Owners Association subject to the approval of the entire Board of Administrators.
- (c) Have the authority to waive the right of first refusal in the resale of a Condominium Unit.
- (d) Carry out emergency administrative functions or initiate special actions that may be required because of unforeseen catastrophic events such as fires; wind and snowstorms; utility failures of electricity, water or sewer; structural failure or damage to buildings due to leaks, settling; or possible damage by a personal accident or vandalism; or any other non-catastrophic problems that affect the security, health, safety and well being of any residents in any or all of the condominiums.

- (e) Keep all Board Members informed of all the actions, decisions and expenditures required for any emergency or other actions taken by the Executive Committee.
- (f) Prepare and issue memorandums and other correspondence that relate to important condominium issues, plus other tasks or assignments that may be delegated to this Committee by the Board of Administrators.

However, the Executive Committee shall not have the authority of the Board of Administrators in reference to the following: amending, altering, or repealing the By-laws; electing, appointing, or removing any member of a committee appointed by the Board of Administrators; authorizing the sale, lease, lease exchange, or mortgage of any property or assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Association; or amending, altering, or repealing any resolution of the Board of Administrators, which by its terms provides that it shall not be amended, altered, or repealed by the Executive Committee.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Administrators in the management of the corporation may be designated by a resolution adopted by a majority of the Administrators present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

Section 3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Board of Administrators and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board of Administrators designating a committee, a simple majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

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Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Administrators.

ARTICLE VI

Miscellaneous

Section 1. Definitions. The terms used in these By-Laws are defined as they are in the Master Deed and Declaration, except as otherwise specified herein.

Section 2. Notices. All notices, demands, bills, statements or other communication under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by mail, first class, postage prepaid:

- (a) if to a Co-Owner, at the address which the Co-Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Co-Owner, or
- (b) if to the Association of Co-Owners, the Board of Administrators or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Co-Owners pursuant to this Section.

Section 3. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 5. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

ARTICLE VII

Amendments to By-Laws

Section 1. Amendments. Except as otherwise provided in this Section, these By-Laws may be modified or amended by a majority vote of the Co-Owners at any regular or special meeting of the

Association of Co-Owners. Notice of the proposed amendment shall have been given to each Co-Owner at least fourteen (14) days in advance of such meeting.

Section 2. Recording. A modification or amendment of these By-Laws shall become effective only upon being transcribed, certified by the President and Secretary of the Association, and a copy thereof recorded in the land records in and for Lancaster County, Nebraska, within twenty (20) days from the date on which such modification or amendment has been affirmatively and duly approved by the required parties.

Section 3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Condominium Property Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium, and all Co-Owners shall be bound to abide by such modification or amendment.

The foregoing By-Laws are hereby adopted for the Cotner Center Condominium and are subject to and made a part of the Master Deed and Declaration.

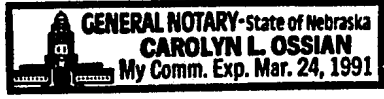
September 14, 1988
Date

Robert W. Palmer
President

September 14, 1988
Date

Kelley W. Foger
Secretary

The foregoing instrument was acknowledged before me on the 4th October, 1988, by Robert W. Palmer, President,



Carolyn L. Ossian
Notary

BLOCK
NO BLOCK
CODE
COCECOBUB
CHECKED
V8
ENTERED
EDITED
215
403
407
409
413
415
419

COCECOBUB
Block B

LANCASTER COUNTY, NE BR.

Dan Gallo

REGISTER OF DEEDS

1988 OCT -4 AM 11:26

FILED FOR RECORDING AS

INST. NO. 88- 30691

\$89.⁵⁰ Hold for \$2.25
Robert Palmer
1540 N. Cotner
Apt B 401
68505