

AMENDMENT TO BY-LAWS OF
SWANSON TOWERS CONDOMINIUM PROPERTY REGIME
AND
SWANSON TOWERS ASSOCIATION, INC.

At the special meeting of the unit owners of the Swanson Towers Condominium Regime and Swanson Towers Association, Inc., held on October 11, 1993, it was duly moved and seconded that the By-Laws be amended by adding or eliminating the following in the applicable articles.

[Language enclosed in brackets is to be eliminated.]
New language is indicated by underscoring.

Article I, Section 3. The corporation has been organized to provide a means of management for Swanson Towers Condominium Property Regime, a Nebraska condominium regime in Omaha, Nebraska, sometimes hereinafter referred to as the "Condominium Regime." Membership in the Association is automatically granted and restricted to record owners of apartment units (herein sometimes referred to as "units") in [said] the Condominium Regime. The votes on behalf of a unit shall be in person by the record owner thereof, or by proxy, but if a unit is owned by more than one person or by a corporation or other entity, such vote shall be cast, or proxy executed, by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Except in the case of a unit or units owned by the Association, the votes allocated thereto, shall be prorated and automatically assigned to the percentage voting requirements of unit owners based upon the percentage values set forth in Paragraph IX of the Master Deed creating the Condominium Regime. [Each unit shall be entitled to the number of votes assigned to such unit in paragraph IX of the Master Deed creating the Condominium Regime.]

Article V, Section 3. Special assessments may be assessed and levied against each unit, in addition to the annual assessment provided for above, during any [assessment] fiscal year for the purpose of defraying, in whole or in part, (a) the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement of the common elements, both general and limited, including fixtures and personal property; and (b) the expense of any contingencies (Section 11, emergency clause). [subject to the owner approval provisions of the Master Deed and these By-Laws.] The phrase "common elements" used in these By-Laws shall include both general and limited common elements unless otherwise specified. Where no provision is applicable, the discretion of the Board of Administrators shall control.

Special assessments, or installments thereon, shall be

due and payable [ten (10)] twenty days (20) after the assessment is levied against the owners of the units and notice thereof has been given [.] and special assessments not paid within ten (10) days thereafter shall be subject to the interest and lien provisions hereafter.

Special assessments to be levied against each unit and the owner thereof shall be computed according to such unit's prorata share of the total special assessment based upon the percentage of such unit's basic value as set forth in Paragraph IX of the Master Deed.

Article V, Section 5. Each unit owner or, if more than one, unit owners, jointly and severally, shall be personally liable for the payment of assessments under the preceding Sections. Upon the expiration of thirty (30) days from the due date of an assessment, if [said] the assessment, or any installment thereof and charges thereon remain[s] unpaid, the Association may bring suit against the owner or owners of [said] the unit for recovery of the same. If the assessment is [a monthly] payable in installments [of an annual assessment,] the default in payment of one installment when due [, may, at the option of the Association,] shall cause the remainder of the installments [due for that annual period] to become immediately due, [and] payable[.], and delinquent. The defaulting unit owner shall be liable for the unpaid assessment or assessments, interest thereon from the due date to the date paid at the highest legal rate of interest at which individuals may contract in Nebraska, and attorney fees and expenses incurred in the collection of the same. No proceeding to collect defaulted assessments pursuant to this Section shall constitute a waiver of the lien of the Association against [said] the defaulting owner's unit nor a waiver of the right of the Association to foreclose thereon.

In the event of sale or other transfer the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grantor conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

Article V, Section 6. If any unit owner [shall] fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the unit owner in his unit and the Board of Administrators may record such lien in the Office of the Register of Deeds of Douglas County, Nebraska; whereupon, [said] the lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Assessments, annual or special or installment thereof, delinquent more than ten (10) days after the due date shall bear interest at the highest legal rate at which individuals may contract in Nebraska from the due date until paid. [The delinquency of one installment

of an annual assessment shall cause all remaining installments, at the option of the Association, to immediately become due and payable.] In addition, assessments delinquent more than ten (10) days shall require a record keeping charge of fifty dollars (\$50.00) for each month or fraction thereof that the assessment remains unpaid; additionally, there shall be incurred by each unit owner a record keeping charge of fifty dollars (\$50.00) for each lien that is placed against the applicable unit by the Board of Administrators.

[Article V, Section 10. There shall be a charge imposed for late payment of any annual or special assessment, or installment thereof, in an amount equal to ten percent (10%) of such delinquency and an additional ten percent (10%) shall be imposed upon the total amount (delinquency plus previous late charge) for each succeeding month thereafter that such assessment shall remain unpaid. The Board of Administrators, in its sole discretion, shall have the power to waive or rescind such late charges upon showing of good cause.]

Article V, Section 11. No sum in excess of Ten Thousand Dollars (\$10,000) shall be expended during any fiscal year incident to any single construction, reconstruction, improvement, repair or replacement of a capital improvement of the common elements, both general and limited, including fixtures and personal property; nor toward any other expenses incident to the enjoyment and furtherance of the Condominium Regime and the Association without approval in writing by owners holding a majority of the total basic value of the Condominium Regime as set forth in Paragraph IX of the Master Deed.

Except as provided in Sections 1, 2, and 3 of Article X, the Board of Administrators may, in the event of an emergency, exceed the limitation aforesaid without approval by the unit owners. Within thirty (30) days after an emergency, the Board of Administrators shall issue a written statement to the unit owners setting forth the nature of the emergency, the action taken, and the amount of the expenditure involved. "Emergency" as used herein shall mean a situation, occurrence or combination of circumstances of a serious nature, developing suddenly and/or unexpectedly and requiring immediate action or remedy.

In the event that the amount of reserves and other Association funds are insufficient to cover an expenditure expressly permitted under this Section, the deficiency shall constitute a common expense to be assessed and collected by the Board of Administrators in accordance with the provisions of Section 3 of this Article V. If any unit owner fails to respond to the assessment by payment thereof, the Board of Administrators shall have the rights noted in Section 6 of this Article V.

[Article VII, Section 3. There shall be no enlargement of the common elements nor additions thereto if such enlargement or addition shall cost more than Ten Thousand Dollars (\$10,000) during any single calendar year, unless and until such a proposal is approved in writing by owners of

units holding at least seventy-five percent (75%) of the total basic value of the Condominium Regime, using the percentages set forth in Paragraph IX of the Master Deed, and until a proper amendment to the Master Deed has been duly executed, acknowledged and recorded pursuant to law.]

[The cost of the alteration or enlargement and of amending the Master Deed shall be a common expense and shall be collected by special assessment against all unit owners.]

Exhibit A [B, Subparagraph 1. Swimming Pool, Fixtures Appurtenances Pertaining Thereto.]

[a. The swimming area will be open each year from May 28th to September 5th.]

[b. The pool hours will be from 9:00 a.m. to 10:00 10 p.m. and there will be no swimming under any circumstances between 10:00 p.m. and 9:00 a.m.]

[c. Swimming is solely at the swimmer's risk.]

[d. No food or drink shall be permitted in the pool area.]

[e. No glassware shall be permitted in the pool area.]

[f. No dogs or pets shall be permitted in the pool area.]

[g. No roughness, foul language, pushing, boisterous play, running or dangerous practices shall be allowed in the pool area.]

[h. Guest privileges may be restricted without notice by the Association.]

[i. Private parties or owners having more than four guests must be approved by the Association.]

[j. All users of the pool shall only utilize the bathing area corridor and exits and will refrain from going to and from the pool through the lobby.]

[k. The unit owner on behalf of the unit owner, the members of his family, and the guests of the unit owner assumes all liability of every kind and character for the use of the pool and the appurtenances and fixtures pertaining thereto.]

[l. Other rules and regulations as are posted in the pool area by the Board of Administrators shall be adhered to by unit owners and all users of the facilities.]

Exhibit A, [B, Subparagraph 2. Tennis Courts, Fixtures and Appurtenances Pertaining Thereto.]

[a. No roughness, foul language, pushing, boisterous play, running or dangerous practices shall be allowed in the tennis area.]

[b. Guest privileges may be restricted without notice by the Association.]

[c. The unit owner on behalf of the unit owner, the members of his family, and the guests of the unit owner assumes all liability of every kind and character for the use of the tennis courts and the appurtenances and fixtures pertaining thereto.]

[d. Other rules and regulations as are posted in the tennis court area by the Board of Administrators shall be adhered to by the unit owners and users of the tennis

facilities.]

Paragraph B. 3. In accordance with the provisions of Paragraph 10 J) of the Master Deed, the Board of Administrators shall regulate and restrict as it deems necessary, the use of the swimming pool and tennis court. These areas shall be used by the unit owners and their guests in accordance with the rules posted therein by the Board of Administrators.

The forgoing motion was voted upon and approved by owners of units holding more than 66 2/3% of the basic value of the Condominium Regime, using the percentages set forth in Paragraph IX of the Master Deed.

Dated this _____ day of October, 1993.

SWANSON TOWERS CONDOMINIUM
PROPERTY REGIME and SWANSON
TOWERS ASSOCIATION, INC.

By: Joan M. Angotti
Secretary

lots that need
File Ref. for Amendment

Total 68

<u>APARTMENT NUMBER</u>	<u>BASIC VALUE</u>	<u>AREA (SQ. FT.)</u>	<u>PER- CENTAGE</u>	<u>VOTES</u>
1A1	\$41,088	1,833.97	1.432	1,432
1A2	\$41,088	1,833.97	1.432	1,432
1B3	\$22,672	858.45	.790	790
1A4	\$41,088	1,833.97	1.432	1,432
1A5	\$41,088	1,833.97	1.432	1,432
1B6	\$22,672	858.40	.790	790
1A7	\$41,856	1,868.26	1.459	1,459
1A8	\$42,216	2,063.10	1.611	1,611
1A10	\$55,184	2,463.33	1.924	1,924
1A11	\$46,856	2,901.87	1.635	1,635
1B12	\$15,864	600.69	.553	553
2A1	\$42,552	1,833.97	1.483	1,483
2A2	\$42,552	1,833.97	1.483	1,483
2B3	\$23,352	858.49	.814	814
2A4	\$42,552	1,833.97	1.483	1,483
2A5	\$42,552	1,833.97	1.483	1,483
2B6	\$23,352	858.49	.814	814
2A7	\$43,344	1,868.26	1.511	1,511
2A8	\$42,552	1,833.97	1.483	1,483 *N*
<u>APARTMENT NUMBER</u>	<u>BASIC VALUE</u>	<u>AREA (SQ. FT.)</u>	<u>PER- CENTAGE</u>	<u>VOTES</u>
2B9	\$23,352	858.49	.814	814
2A10	\$42,552	1,833.97	1.483	1,483
2A11	\$42,552	1,833.97	1.483	1,483
2B12	\$23,352	858.49	.814	814
3A1	\$44,016	1,833.97	1.534	1,534
3A2	\$44,016	1,833.97	1.534	1,534
3B3	\$24,040	858.49	.838	838
3A4	\$44,016	1,833.97	1.534	1,534
3A5	\$44,016	1,833.97	1.534	1,534
3B6	\$24,040	858.49	.838	838
29-3A7	\$44,016	1,833.97	1.534	1,534

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3A8	\$44,016	1,833.97	1.534	1,534
3B9	\$24,040	858.49	.838	838
3A10	\$44,016	1,833.97	1.534	1,534
3A11	\$44,016	1,833.97	1.534	1,534
3B12	\$24,040	858.49	.838	838
4A1	\$45,488	1,833.97	1.585	1,585
4A2	\$45,488	1,833.97	1.585	1,585
4B3	\$24,000	600.69	.837	837
4A4	\$51,880	2,091.77	1.809	1,809
4A5	\$45,488	1,833.97	1.585	1,585
4B6	\$24,728	858.49	.862	862
4A7	\$45,488	1,833.97	1.585	1,585
4A8	\$45,488	1,833.97	1.585	1,585
4B9	\$24,728	858.49	.862	862
4A10	\$45,488	1,833.97	1.585	1,585 *N*

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<u>APARTMENT NUMBER</u>	<u>BASIC VALUE</u>	<u>AREA (SQ. FT.)</u>	<u>PER-CENTAGE</u>	<u>VOTES</u>
4A11	\$45,488	1,833.97	1.585	1,585
4B12	\$24,728	858.49	.862	862
5A1	\$46,952	1,833.97	1.637	1,637
5A2	\$46,952	1,833.97	1.637	1,637
5B3	\$25,416	858.49	.886	886
5A4	\$46,952	1,833.97	1.637	1,637
5A5	\$46,952	1,833.97	1.637	1,637
5B6	\$25,416	858.49	.886	886
5A7	\$46,952	1,833.97	1.637	1,637
5A8	\$62,328	2,423.66	2.173	2,173
5A10	\$53,552	2,091.77	1.877	1,877
5A11	\$46,952	1,833.97	1.638	1,638
5B12	\$25,416	858.49	.886	886
6-1	\$91,232	3,081.93	3.180	3,180
6-2	\$71,368	2,410.86	2.488	2,488
6-3	\$54,288	1,833.97	1.893	1,893
32-6-4	\$54,288	1,833.97	1.893	1,893

6-5	\$81,136	2,741.06	2.828	2,828
6-6	\$55,304	1,868.26	1.928	1,928
6-7	\$67,480	2,230.77	2.302	2,302
6-8	\$54,288	1,833.97	1.893	1,893
6-9	\$12,640	476.00	.491	491
1-1	\$25,600	804.00	.892	892
* 1-2	\$60,000	2,976.47	2.092	2,092

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