

Shirley G. Dowling  
REGISTER OF DEEDS

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**AMENDMENT #3 TO DECLARATION AND MASTER DEED OF TIBURON POINTE  
CONDOMINIUM PROPERTY REGIME AND BY-LAWS**

This Amendment made and entered this 13th day of May, 2002, by approval of Unit Owners in accordance with provisions of these By-Laws is hereby adopted for the following properties:

Units 1 through 38 Tiburon Pointe Condo Property Regime

*SARPY COUNTY, NE*

**ARTICLE VI – RESTRICTIONS**

**6.19 Maintenance of Condominium Units and Limited Common Elements.**

a) By the Owner. Except as provided in subsection (b) of this Section, each Owner shall have the obligation to maintain, keep attractive, keep in good repair, and replace (subject to applicable and available insurance proceeds) all portions of the Unit (to exclude the Common Elements and Limited Common Elements appurtenant thereto). Any maintenance, repair, replacement or upkeep required to be performed by an Owner hereunder shall be in conformance with the architectural standards of the Association and as set forth by the Association's Board of Directors.

In explanation of the foregoing and not to be construed as a limitation, each Owner shall maintain, repair, and keep in good condition (subject to the Association's obligations hereinafter set forth), all pipe, lines, ducts, conduits, or other apparatus serving only that Owner's Unit, including any and all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving such Unit and only such Unit.

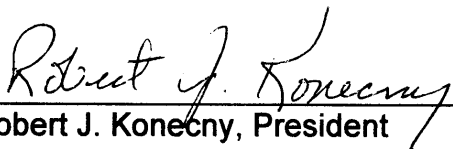
b) By the Association. The Association shall maintain, keep in good repair and upkeep, and replace (subject to available insurance proceeds), as a Common Expense assessed in accordance with this Declaration, all of the Condominium property not required to be maintained and kept in good order by an Owner and as otherwise set forth in this paragraph. The Association shall, by way of explanation and not limitation, be responsible to maintain, keep attractive, keep in good repair and replace all Common Elements and Limited Common Elements appurtenant to the Unit (except, however, that the Owner shall maintain such Limited Common Element terrace, porch, balcony, patio, driveway as might be assigned as Limited Common Element to his or her Unit). The Association shall be responsible for painting and staining all Common Elements, excluding the painting and staining of any patio or deck fencing or support structures thereof. The Association shall, also, be responsible for the repair, upkeep and maintenance of all roofs as Limited Common Elements serving any Units and the Association shall be responsible for the maintenance, repair and upkeep of any foundations in respect to improvements containing Units or otherwise. In the event the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful and negligent act of an Owner, his or her family, guests, lessees, or invitees, then the Association

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shall give the Owner written notice of the repair, replacement or maintenance work needed and an estimated cost to accomplish such repair, replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of a failure to pay such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any Person or Property (i) caused by the elements or by any Unit Owner or by any other Person, (ii) resulting from any rain, water, snow or ice which may leak or flow from any portion of the common Elements or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment or utility lines or facilities, the responsibility for the maintenance of which belongs to the Association, coming out of repair or otherwise leaking.

  
Robert J. Konecny, President

7-10-02  
Date

  
Gene Pope, Director

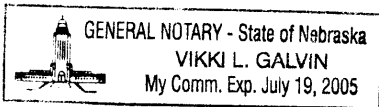
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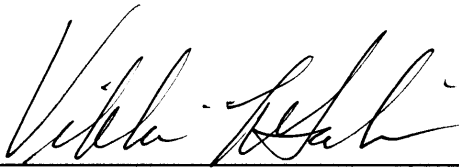
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STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SARPY        )

Before me, a notary public, in and for said county and state, personally came Robert J. Konecny, President of Tiburon Pointe Condominium Association, Inc., a Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of July, 2002.

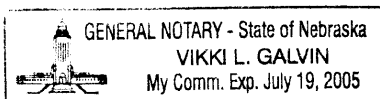


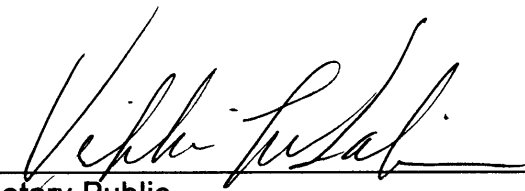
  
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Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF SARPY        )

Before me, a notary public, in and for said county and state, personally came Gene Pope, Director of Tiburon Pointe Condominium Association, Inc., a Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of July, 2002.



  
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Notary Public