

COUNTER P C.E. 9
VERIFY W D.E. W
PROOF a
FEES \$ 36.00
CHECK # 2833
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2010-21288

08/18/2010 11:48:44 AM

Floyd J. Dowling

REGISTER OF DEEDS



Units 1 through 32 Tiburon Pointe Condo Property Regime, Sarpy, County, Nebraska

AM

ALAN J. MACKIEWICZ
Attorney at Law
2800 S. 110th Court, Suite 1
Omaha, Nebraska 68144-4818
(402) 393-4233

A

**AMENDMENT #10 TO DECLARATION AND MASTER DEED OF TIBURON POINTE
CONDOMINIUM PROPERTY REGIME AND BY-LAWS**

This Amendment made and entered into this 3rd day of ~~January~~ ^{August}, 2010, by approval of Unit Owners in accordance with provisions of these By-Laws, is hereby adopted for the following properties:

Units 1 through 32 Tiburon Pointe Condo Property Regime,
Sarpy County, Nebraska

Amendment #3 is hereby revoked and this Amendment is substituted in lieu thereof.

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 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 hereunder set forth), all pipes, 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. In addition, each Owner hereunder shall maintain, repair, and keep in good condition (subject to the Association's obligations hereinafter set forth) all of the following:

(i) All doors, windows and window glass, skylights, satellite dishes, interior and exterior door/window moldings, seals, casements, solar panels, and thresholds of the Owner's unit.

(ii) All driveways, walkways, porches, concrete patios, metal/wooden/synthetic decks, railings, steps, etc., excluding second story decks/balconies, the surface of which also functions as a roof for a finished living area, of the Owner's unit.

(iii) All exterior lights, electrical/plumbing outlets/faucets, HVAC equipment/lines/hoses, garage doors and openers and similar equipment of the Owner's unit.

B

(iv) All landscaping, bushes, trees, flowers, garden and other outdoor areas (other than routine maintenance/mowing/fertilization of common grass areas and the operation/maintenance/repair of Association sprinkler systems) of the Owner's unit.

(v) All interior plumbing, electrical, sewer lines (including sewer/water lines to/from the street), painting/wallpaper, metal/wood/vinyl/synthetic flooring, carpeting, cabinets, trim, moldings, phone/TV cables and outlets, fireplaces, alarms and smoke and other detectors, drywall, and other interior furnishings of the Owner's unit.

DAMAGE TO TPHOA PROPERTY (ROOFS, SIDINGS, SPRINKLERS, ETC.) BY AN INDIVIDUAL UNIT OWNER, WHETHER ACCIDENTAL OR NOT, IS THE RESPONSIBILITY OF THAT INDIVIDUAL UNIT OWNER TO REPAIR/REPLACE TO THE SATISFACTION OF THE TPHOA BOARD OF DIRECTORS.

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 Elements, such as any terrace, porch, balcony, patio, driveway as might be assigned as a 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, including, but not limited to, shingles, flashings, gutters, downspouts, and underlying barriers, roofing felt, substructure sheathing, and associated hardware, and the repair, upkeep and maintenance of siding, soffit, siding trim, window and door rough openings/supporting structures, as Limited Common Elements serving any Units and the Association shall be responsible for the maintenance, repair and upkeep of any foundations, including paint, in respect to improvements containing Units or otherwise. The Association shall also be responsible for the repair, upkeep and maintenance of roads, gates, lightpoles, and curbs. The Association shall also be responsible for snow removal from roads, driveways, and walks, including steps. 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 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

2010-21288 C

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.

c) Failure to Maintain. If the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, upkeep or replacement of items for which he or she is responsible hereunder, including a failure to maintain, repair or replace a condition which may increase the possibility of fire or other loss or damage to the Condominium, the Association, except in an emergency situation in which case the Association may immediately proceed without notice, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement and the costs thereof and shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have fifteen (15) calendar days within which to pay the costs thereof to the Association in the event the repair is to the Common Elements and in the event the repair is to the Unit, shall have fifteen (15) calendar days within which to complete said maintenance, repair or replacement or if such maintenance, repair or replacement is not capable of completion within said fifteen (15) calendar days period, to commence said maintenance, repair or replacement within said fifteen (15) calendar days. If an Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense; said 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.

Barbara G. Wagner
Barbara A. Wagner, President

8-3-10
Date

Alan L. Haney
Alan L. Haney, Director

8-3-2010
Date

