

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-15968

2006 MAY 15 A 11:17 8

Steffi A. Swanson
REGISTER OF DEEDS

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AMENDMENTS TO THE BY-LAWS OF
WESTMONT CONDOMINIUM PROPERTY REGIME, INC.

The By-Laws of the Westmont Condominium Property Regime, Inc., as recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, are amended as follows:

ARTICLE I
SECTION 1

The following are the By-Laws of the Westmont Condominium Property Regime, Inc., a Nebraska non-profit, corporation, whose registered agent is Steffi A. Swanson, and its registered office is located at 1308 Galvin Road South, Bellevue, Nebraska 68005, Sarpy County, Nebraska.

ARTICLE I
SECTION 6

The office of the Condominium and of the Corporation shall be located at 13232 Glenn Street, Omaha, Nebraska.

ARTICLE V
SECTION 2

The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring each Building (including all of the units, but not including any wall, ceiling, or floor decorations or coverings including drywall or other furniture or furnishings, fixtures, or equipment whether installed by unit owners or not), together with all service machinery contained therein and covering the interest of the Condominium, the Corporation, the Board of Directors and all unit owners and their mortgagee, as their interest may appear, in the amount equal to the full replacement value of the Building, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors hereinafter set forth; (2) workmen's compensation insurance; and (3) such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

All policies of physical damage insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any actions of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice of all the insured, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgages of units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of the Building, including all of the units and all of the common areas and facilities therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine

R/R
Westmont Condominium Association
ATTN: Pearl Meyer
13225 Carpenter Street
Omaha 68138-4366

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covering each member of the Board of Directors, the managing agent, the manager and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once a year. Such public liability insurance shall be in an amount not less than \$1,000,000.00 for claims for bodily injury, and for property damage.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carriers by any unit owner.

ARTICLE V
SECTION 3

In the event of damage to or destruction of the Building(s) as a result of fire or other casualty (unless 66 2/3% or more of the Building(s) are destroyed or substantially damaged and 75% or more of the unit owners determine in accordance with the Master Deed not to proceed with the repair or restoration). The Board of Directors shall arrange for the prompt repair or restoration of the Building(s) (including any damaged unit, but not including any wall, ceiling, or floor decorations or coverings, including drywall or other furniture or furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

If 66 2/3% or more of the Building(s) are destroyed or substantially damaged and if within one hundred twenty (120) days of the date of such destruction or damage 75% or more of the unit owners determine not to proceed with repair and restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors among all the unit owners in proportion to their respective common interest, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of priority of such liens.

ARTICLE V
SECTION 11

Restriction on Use of Units. In order to provide for congenial occupancy of the property and for the protection of the value of units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) The units shall be used for single family residences only by the owner or owners thereof. The use of the residences by lessees shall be set forth in Article V, Section 11 (e).
- (b) The common area facilities, including the limited common area and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.
- (c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental agencies having jurisdiction thereof, relating to any portion of the Property shall be corrected, by and at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (e) That members taking title to a unit or property subject to the Master Deed and By-Laws of Westmont Condominium Property Regime, Inc., subsequent to the execution and acknowledgment of this amendment by the President of the corporation as attested by the Secretary of the corporation and subsequent to the recording of such amendment in the office of the Register of Deeds of Sarpy County, Nebraska, are prohibited from leasing or entering

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into any written or oral lease of said unit or property to which they have taken title.
(Amendment Date: November 3, 1992).

These Amendments are dated this 2ND day of MAY, 2006

James M Pierson
President
Westmont Condominium Property Regime, Inc.

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Westmont Comondinium Property Regime, Inc.. and that the foregoing amendments to the By-Laws, comprising three pages, including this page, constitute the amendments to the By - Laws of said corporation as duly adopted at a meeting of the Board of Directors thereof duly held on the 2nd day of May, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 2nd day of May, 2006.

Alice Jean Howard
Secretary
Westmont Condominium Property Regime, Inc.

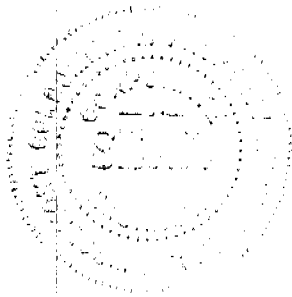


EXHIBIT "A"
WESTMONT CONDOMINIUM PROPERTY REGIME

Parcels 1, 2, and 4:

Units 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C, and 18D

Parcel 3:

* Lot 1 Lot of Replat Lot 1, Block 9 in Westmont

Parcel 5:

Lots 8, 9, 10, 11, 12, and 13, Block 7, in Westmont

ALL IN SARPY COUNTY, NEBRASKA

RECORDER NOTE
LVA 5-19-06
Indexed in Westmont Reporter
LVA 1-11-09