

MISC 2003226218

RECEIVED



NOV 24 2003 10:30 P 19

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

misc
19
/
13

FEE 101.50 FB 57.02360
BKP 394-1 C/O _____ COMP *J*
DEL _____ SCAN _____ FV _____

Temp. 12.4.01

LIAKOS EPSTEIN & MATUKEWICZ LLP
8701 West Dodge Road, Suite 406
Omaha, NE 68114-3429

1016860

AMENDMENT TO BY LAWS OF
BROOK HOLLOW, INC.

This Amendment to the By Laws of Brook Hollow Association, Inc. is executed by the owners of not less than two-thirds (2/3) of the total basic value of the condominium regime as set forth in the Master Deed, and all amendments thereto, as evidenced by the signatures below.

A. The owners have ownership interests to certain property commonly known as the Brook Hollow condominium regime and located within the Bel Air Addition to the City of Omaha, Douglas County, Nebraska, legally described on the attached Exhibit "A."

B. The owners desire to amend to amend the By Laws executed on September 15, 1980 and recorded in the Douglas County Register of Deeds' office on September 15, 1980 at Book 1656, Page 72 (the "By Laws") and all amendments thereto.

1. The owners hereby amend the By Laws to delete and eliminate in its entirety the association's requirement to maintain insurance on the apartment buildings, as contained in section 13 and to require the owners to maintain insurance on their respective apartments. Section 13 is hereby amended as follows:

Insurance. The Association shall furnish and maintain in full force and effect a policy or policies of insurance with extended coverage, for liability, fire, vandalism, weather-related damage and malicious mischief endorsement, for the full insurable replacement value of the common elements in the event of damage. This policy or policies shall be written in the name of, and the proceeds thereof shall be payable to the Board of Administrators, as Trustees for each of the apartment owners in the percentages established in the Master Deed and all amendments thereto, and to their respective mortgagees, as their respective interests may appear. In addition, insurance shall be procured for worker's compensation coverage (where applicable) and at least \$300,000/300,000 B.I. and \$50,000 P.D. and public liability insurance covering the common elements and such other insurance as the Association may deem advisable from time to time. Insurance premiums for the common elements shall be deemed a common element expense. The Association is hereby irrevocably appointed agent for each apartment owner and his mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims without joinder by the owner or his mortgagees. All insurance proceeds shall be applied by the Association towards repairing the damage suffered; provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of the total common elements, including all improvements thereon. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by the Association from the owners; provided, however, that in such case of under-insurance, the owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In case of over-insurance, any excess proceeds of insurance received shall be credited to the common element working fund. Each apartment owner may obtain additional insurance at his or her expense.

Each owner shall furnish and maintain in full force and effect a policy or policies of insurance with extended coverage for liability, fire, vandalism, weather-related damage and malicious mischief, for the full insurable replacement value of their apartments not included within the common elements a defined in the Master Deed and all amendments thereto to provide for restoration thereof to tenantable condition in the event of damage or loss. The policy or policies shall provide for separate protection for each owner's attached, built-in, or installed fixtures and equipment to the full insurable

replacement value thereof with a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each apartment. A copy or a duplicate of such policy or policies or a certificate of insurance shall be deposited with the mortgagee and with the Association. The renewal policy or certificate of insurance shall be deposited with the mortgagee and the Association not later than thirty days after the expiration of existing policies. All insurance proceeds shall be applied towards repairing the damage suffered. In case the insurance proceeds do not equal the cost of repairs, the excess cost shall be borne by the owner of the damaged apartment. In case of over-insurance, any excess proceeds of insurance received may be retained by the owner of the insured apartment. Each apartment owner may obtain such other additional insurance as the owner deems appropriate at his/her own expense.

2. The owners hereby amend the By Laws to add the following language:

The Board of Administrators and/or the members may take any action contemplated by the Master Deed, the By Laws, and any amendments thereto without a meeting by obtaining the written consent of the requisite percentage of Administrators and/or members set forth in the Master Deed, By Laws and any amendments thereto, as the case may be. Such writing shall be deemed to be acceptable in lieu of a meeting.

3. All other provisions contained in the Master Deed shall remain in full force and effect.

4. This Amendment shall run with the land and shall be binding upon all present and future owners of the property described in this Amendment.
5. Invalidation of this Amendment by final order of any court of competent jurisdiction shall not affect the validity and enforceability of any provisions contained in the Covenants.

IN WITNESS WHEREOF, the undersigned owners of Brook Hollow condominiums have executed this Amendment on the dates shown opposite our signatures below.

Street Address of Owned Residence	Legal Signature	Date Executed
11308 Pine Plaza	<u>Robert F. Fell</u> Robert Fell	10/7/03
	<u>Linda L. Fell</u> Linda Fell	10/07/03
1635 South 113 th Plaza	<u>Patricia T. Clow</u> Patricia T. Clow	10/07/03
11120 Pine Plaza	<u>Dr. Roger Jernstrom M.D.</u> Dr. Roger Jernstrom	10/7/03
	<u>Maryann Jernstrom</u> Maryann Jernstrom	
1615 South 113 th Plaza	<u>Robert K. Cutchall</u> Robert Cutchall	10/7/03
	<u>Sharon K. Cutchall</u> Sharon Cutchall	10/7/03
11217 Woolworth Plaza	<u>Leonard Goldstein</u> Leonard Goldstein	
	<u>Shirley Goldstein</u> Shirley Goldstein	
11115 Woolworth Plaza	<u>Philip D. Crummer</u> Philip Crummer M.D.	10-22-03
11116 Pine Plaza	<u>Philip Bowen</u> Philip Bowen	
	<u>Patti Bowen</u> Patti Bowen	10-7-03
1631 South 113 th Plaza	<u>Helen C. Johnson</u> Helen Johnson	10-7-03
1641 South 113 th Plaza	<u>Billy Johnston</u> Billy Johnston	10-7-03
	<u>Dorothy Johnston</u> Dorothy Johnston	

1611 South 113th Plaza

Joseph Kaplan 10/7/03
Joseph Kaplan

Barbara Kaplan 10-7-03
Barbara Kaplan

1601 South 113th Plaza

Joseph W. Elliott 10-7-03
Joseph Elliott

Beverly M. Elliott
Beverly Elliott

11211 Woolworth Plaza

Dr. Madeleine Leininger Oct 7/03
Dr. Madeleine Leininger

11121 Pine Plaza

Judy Keyser 10-7-03
Judy Keyser

11306 Pine Plaza

Reuben Setliff

11117 Pine Plaza

Joseph McMEnamin

Kim McMEnamin

11209 Pine Plaza

Dr. Lee McNamara

Priscilla A. McNamara 10-22-03
Priscilla McNamara

1506 South 113th Plaza

Kathleen Miller 10-7-03
Kathleen Miller

1642 South 113th Plaza

William Morrow 10/07/03
William Morrow

Dorothy Morrow

1645 South 113th Plaza

Elizabeth Fleming 10/07/03
Elizabeth Fleming

1646 South 113th Plaza


Rollin Olds

Virginia Olds

11119 Woolworth Plaza

Richard Pinney

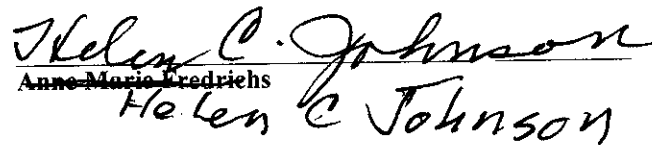
Barbara Pinney

1502 South 113th Plaza


Joseph Scott 7 OCT 03

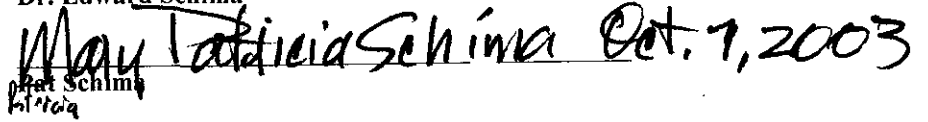
Louise Scott

1621 South 113th Plaza


~~Anne Marie Friedrichs~~ 10-7-03
Helen C Johnson

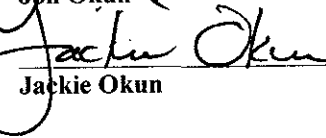
11205 Woolworth Plaza

Dr. Edward Schima


~~Pat Schima~~ Oct. 7, 2003
Mary Tatiana

11125 Woolworth Plaza


Jon Okun 10-7-03


Jackie Okun 10-7-03


11112 Pine Plaza

Scott Veitzer

11223 Woolworth Plaza

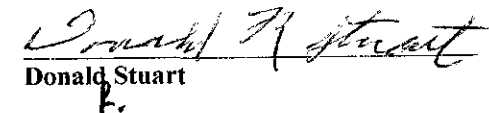

Suzanne R. Singer

1625 South 113th Plaza


Harold Slosburg 10-7-03


Marion Slosburg 10-7-03

1605 South 113th Plaza


Donald Stuart

Ginny Stuart

11127 Woolworth Plaza

Michela Tiedje
Michela Tiedje

10-7-03

1511 South 113th Plaza

Miriam Waldbaum
Miriam Waldbaum

10-7-03

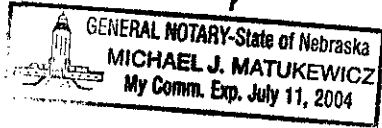
1649 South 113th Plaza

Dr. Raymond Zukaitis

Rosemary Zukaitis

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

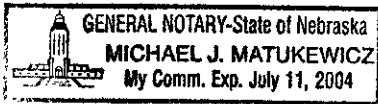
October The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Robert Fell**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

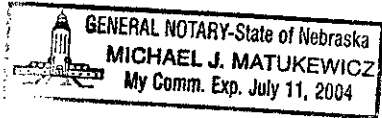
October The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Linda Fell**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

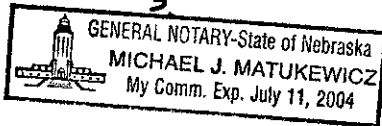
Oct The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Patricia T. Clow**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Oct The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Dr. Roger Jernstrom**.



[Signature]
Notary Public

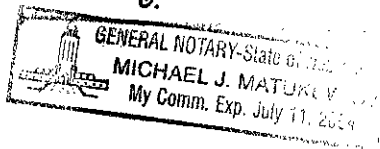
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of _____ 2003, by **Maryann Jernstrom**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

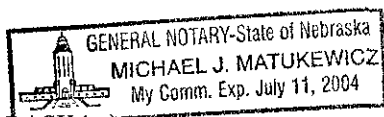
Oct. The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Robert Cutchall**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

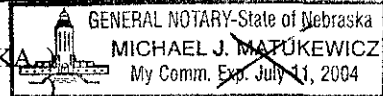
Oct The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Sharon Cutchall**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

October The foregoing instrument was acknowledged before me, a Notary Public, this 22 day of 2003, by **Leonard Goldstein**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of ___ 2003, by **Shirley Goldstein**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

October The foregoing instrument was acknowledged before me, a Notary Public, this 22 day of 2003, by **Heey Crummer**.



[Signature]
Notary Public

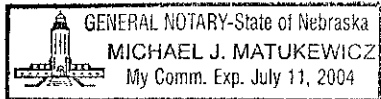
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Philip Bowen**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Pat The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of _____ 2003, by **Pattif Bowen**.

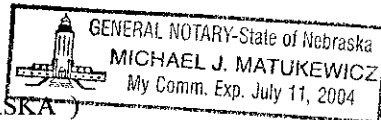


[Signature]

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Helen The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Helen Johnson**.

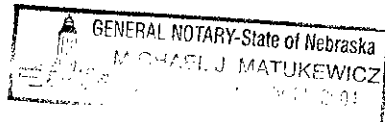


[Signature]

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Billy The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of _____ 2003, by **Billy Johnston**.



[Signature]

Notary Public

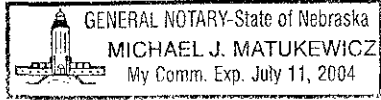
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Dorothy Johnston**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

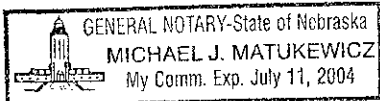
 The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Joseph Kaplan.**



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

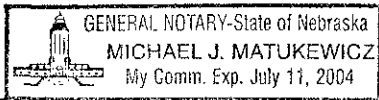
 The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Barbara Kaplan.**



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

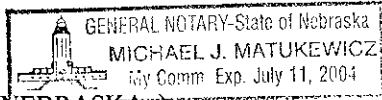
 The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Joseph Elliott.**
 W.



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

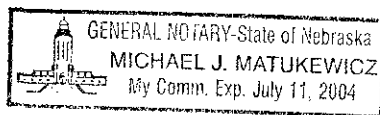
 The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Beverly Elliott.**
 M.



Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

 The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of 2003, by **Elizabeth Fleming.**



Notary Public

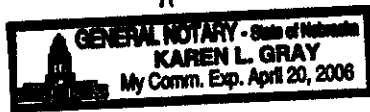
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Dr. Lee McNamara**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 22 day of October 2003, by **Priscilla McNamara**.

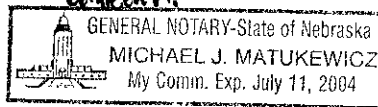


Karen L. Gray

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

De The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of ____ 2003, by **Kay Miller**.

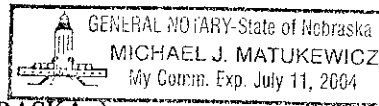


[Signature]

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

De The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of ____ 2003, by **William Morrow**.



[Signature]

Notary Public

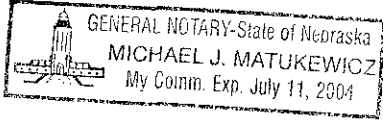
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of ____ 2003, by **Dorothy Morrow**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Rollin Olds The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of ___ 2003, by **Rollin Olds**.



[Signature]

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of ___ 2003, by **Virginia Olds**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of ___ 2003, by **Richard Pinney**.

Notary Public

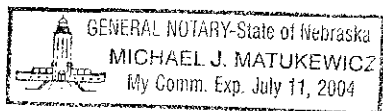
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of ___ 2003, by **Barbara Pinney**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Joseph Scott, Jr. The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of ___ 2003, by **Joseph Scott, Jr.**



[Signature]

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

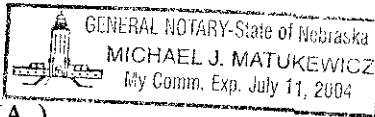
The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Louise Scott**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

MS The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by ~~Anne Marie Friedrichs~~
Helen C. Johnson

Notary Public



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

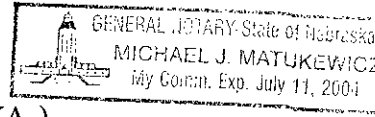
The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Dr. Edward Schima**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

MS The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of _____ 2003, by **Peg Schima**
Mary Fabrice

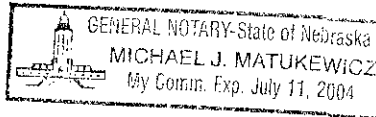
Notary Public



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

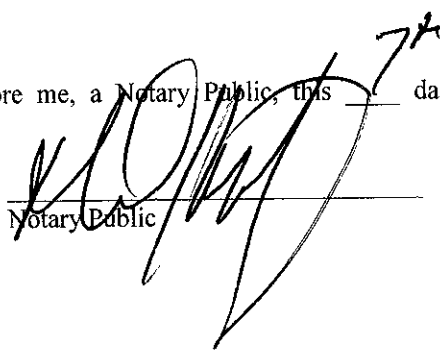
MS The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of _____ 2003, by **Jon Okun**.

Notary Public

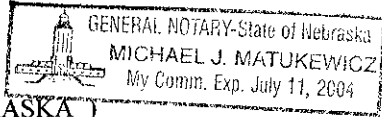


STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Oct The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of
2003, by **Jackie Okun**.



Notary Public



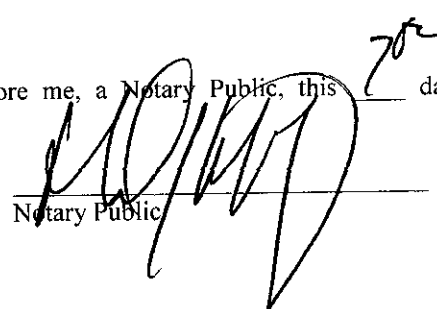
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of
2003, by **Scott Veitzer**.

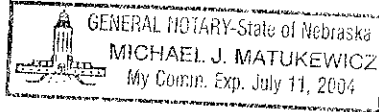
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Oct The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of
2003, by **Suzanne Singer**

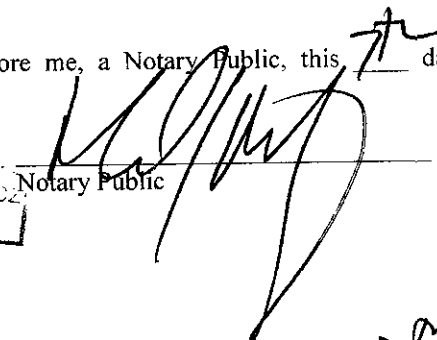


Notary Public

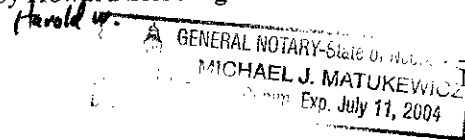


STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Oct The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of
2003, by **Howard Slosburg**.

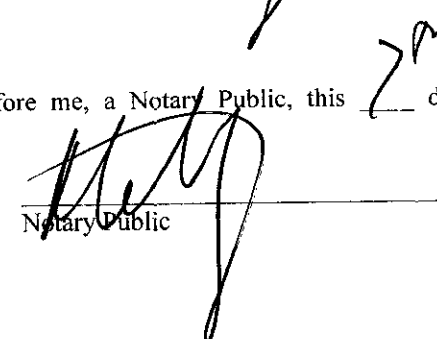


Notary Public

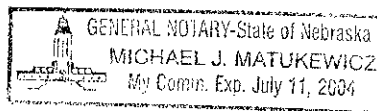


STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Oct The foregoing instrument was acknowledged before me, a Notary Public, this ___ day of
2003, by **Marion Slosburg**.

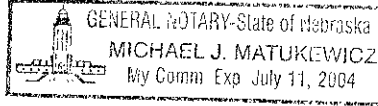


Notary Public



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Ol The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of _____ 2003, by **Donald Stuart**.



[Signature]
Notary Public

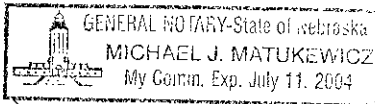
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Ginny Stuart**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

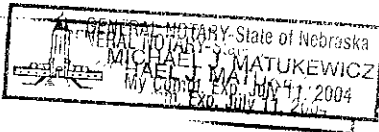
Ol The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of _____ 2003, by **Michela Tiedje**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Ol The foregoing instrument was acknowledged before me, a Notary Public, this 7th day of _____ 2003, by **Miriam Waldbaum**.



[Signature]
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____ 2003, by **Dr. Raymond Zukaitis**.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of
_____ 2003, by **Rosemary Zukaitis**.

EXHIBIT "A"

LEGAL DESCRIPTION:

All of Lots 147 thru 152 inclusive, all of Lots 126, 135 and 157, all of that part of Lots 136 and 146 lying West of Interstate No. 680, together with a part of Lot 156, together with all of vacated 112th Street adjoining said Lots 146, 147 and 148, together with the Easterly ½ of vacated 112th Street adjoining said Lot 135 on the West with the North ½ vacated Bel Air Drive adjoining said Lot 135 on the South, together with the Easterly ½ of vacated 113th Avenue and vacated Pine Avenue adjoining said Lots 148 thru 152 inclusive and Lot 157 on the South and West, together with the West ½ of vacated 113th Avenue adjoining said Lot 126 on the East, all in Bel Air, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, all more particularly described as follows: Beginning at the S.M. corner of said Lot 152; thence N 89° 59' 37" W, 25.00 feet to a point on the center-line of said vacated 113th Avenue; thence N 00° 00' 23" E (assumed bearing) on the centerline of said vacated 113th Avenue, 96.59 feet; thence S 89° 56' 09" W on the South line of said Lot 126 and its Easterly extension, 165.00 feet to the S.W. corner of said Lot 126; thence N 00° 00' 23" E on the West line of said Lot 126, 132.00 feet to the N.W. corner of said Lot 126; thence N 89° 56' 09" E on the North line of said Lot 126 and its Easterly extension, 245.65 feet to a point on the centerline of said vacated Pine Avenue; thence N 38° 58' 59" E on the centerline of said vacated Pine Avenue, 351.49 feet to a point of curve; thence Northwesterly on the centerline of said vacated Pine Avenue on a 95.01 foot radius curve to the left (chord bearing N 14° 16' 27" W, chord distance 152.27 feet) an arc distance of 176.63 feet to a point of tangency; thence N 67° 31' 53" W on the centerline of said vacated Pine Avenue, 68.24 feet; thence N 22° 28' 07" E, 25.00 feet to the S. W. corner of said Lot 157; thence N 00° 00' 08" E on a line parallel to the centerline of 114th Street, 172.13 feet to a point on the South line of said Lot 147; thence N 66° 41' 22" W on the South line of said Lot 147, 216.69 feet to the West corner of said Lot 147; thence N 89° 30' 12" E on the North line of said Lots 147 and 146, 1009.67 feet to a point on the West line of said Interstate No. 680; thence S 03° 42' 07" W on the West line of said Interstate No. 680, 546.11 feet to a point on the centerline of said vacated Bel Air Drive; thence S 53° 14' 58" W on the centerline of said vacated Bel Air Drive, 162.18 feet; thence N 13° 26' 28" W, 27.22 feet; thence S 53° 14' 58" W, 27.22 feet to a point on the centerline of said vacated 112th Street; thence N 13° 26' 28" W on the centerline of said vacated 112th Street, 53.78 feet to a point of curve; thence Northwesterly on the centerline of said vacated 112th Street on a 1257.98 foot radius curve to the left (chord bearing N 18° 08' 58" W, chord distance 206.52 feet), an arc distance of 206.75 feet to a point of tangency; thence N 22° 51' 28" W on the centerline of said vacated 112th Street, 72.05 feet; thence S 67° 08' 32" W, 25.00 feet to the N.E. corner of Lot 134, said Bel Air; thence S 41° 56' 22" W on the Southerly line of said Lots 148 thru 152 inclusive, 764.17 feet to an angle point on the Southerly line of said Lot 152; thence S 66° 51' 23" W on the Southerly line of said Lot 152, 178.93 feet to the point of beginning.