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**4<sup>th</sup> AMENDED AND RESTATED BY-LAWS  
OF OAKS OF FONTENELLE CONDOMINIUM  
PROPERTY REGIME I**

The undersigned, being the Administrators of the Oaks of Fontenelle Townhomes Association, do hereby declare the following to be the By-Laws of the Oaks of Fontenelle Condominium Property Regime I, being a compilation of the original By-Laws dated June 1, 1976, the Amendments thereto dated February 8, 1977, the additional amendments thereto added in 1981, 1983, 1988, 2000 and 2010 and such additional amendments as set forth herein.

ARTICLE I

Name And Location

The name of the corporation is OAKS OF FONTENELLE TOWNHOMES ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located in Bellevue, Nebraska, or such other place as the Association from time to time determines, but meetings of Members and Administrators may be held at such places within the State of Nebraska as may be designated by the Board of Administrators.

ARTICLE II

Definitions

The definitions set forth in §76-802, R.R.S. Nebraska, as amended, shall apply to the terms set forth herein appearing in these By-Laws. Notwithstanding the above, terms contained within these By-Laws which are identical to terms and defined terms contained in the 2<sup>nd</sup> Amended and Restated Master Deed of this condominium shall have the same meaning as given to them in said Master Deed.

ARTICLE III

Membership And Voting Rights

Every owner and/or co-owner of a Dwelling Site which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Dwelling Site which is subject to assessment. When more than one person holds an ownership interest in any Dwelling Site, all such persons shall be Members. The vote for such Dwelling Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Site.

ARTICLE IV  
Meeting of Members

Section 1. Annual Meetings. The annual meeting of the Members shall be held on the second Tuesday in October of each year at the hour of 6:30 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Administrators or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members, to include the Annual Meeting as is hereinabove mentioned in Section 1 of this Article, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by electronic notice, hand deliver or mailing a copy of such notice, postage prepaid, at least 7 days before such meeting to each Member entitled to vote thereat, sent to the Member's electronic email address or U.S. Postal Service address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, hour and general purpose of the meeting.

Section 4. Quorum. The presence at the meeting in person or by proxy of that number of Members representing a majority of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Master Deed, or these By-Laws, provided that no decisions affecting the Association or the co-owners shall be effective unless approved by a majority of those Members constituting the quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the Members, the vote of each dwelling site may be voted in person or by proxy. All proxies shall be in writing, confirmed and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Dwelling Site.

ARTICLE V  
Board Of Administrators: Selection: Term Of Office

Section 1. Number. The affairs of the Association shall be managed by a Board which shall consist of five (5) or more Administrators.

Section 2. Term of Office. At each annual meeting, Members shall elect Administrators for a term of two years to replace those whose terms have expired.

Section 3. Removal. Any Administrator may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of an Administrator, his/her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No Administrator shall receive compensation for any service he/she may render to the Association solely in his/her capacity as an Administrator. However,

any Administrator may be reimbursed for his/her actual expenses incurred in the performance of his/her duties. Nothing contained herein shall preclude an Administrator or a business in which he/she is involved from contracting with the Association for the performance of tasks which the Association determines to undertake.

Section 5. Action Taken Without a Meeting. The Administrators shall have the right to take any action in the absence of a meeting which they could take with authorization at a meeting by obtaining the electronic or written approval of all the Administrators. Any action so approved shall have the same effect as though taken at a meeting of the Administrators.

## ARTICLE VI Volunteers And Election Of Administrators

Section 1. Board Volunteers. Volunteers to serve on the Board of Administrators shall be solicited starting 4 months in advance of the annual meeting. Any Member or Members of any dwelling site may volunteer and will be listed on the election ballot up to and including all Members of the Association.

Section 2. Election. Election to the Board of Administrators shall be by electronic survey for Members with email addresses on record with the Association or by written ballot for those without email addresses on record and if, in the opinion of the President of the Board, there is a tie vote, by a second electronic or written ballot. At such election the Members or their proxies may cast in respect to each vacancy as many votes as they are entitled to exercise under the provisions set out above in Article III. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Ballot: Contents. All elections for the Board of Administrators is by written ballots or proxy as provided in Section 2 above and shall utilize a ballot which shall:

- a. Describe the vacancies to be filled;
- b. Set forth the names of those who have volunteered for such vacancies;
- c. Contain space for a write-in vote by the Members for each vacancy.

## ARTICLE VII Meetings Of The Administrators

Section 1. Regular Meetings. Regular meetings of the Board of Administrators shall be held monthly, in a public forum if available, preferably with notice to the Association membership, of such place and hour as shall be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Administrators shall be held when called by the President of the Association or by any two Administrators after not less than three (3) days notice to each Administrator.

Section 3. Quorum. A majority of the number of Administrators shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Administrators present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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ARTICLE VIII  
Powers and Duties Of The Board Of Administrators

Section 1. Powers. The Board of Administrators shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the common elements and facilities and the personal conduct of the Members and their guests thereon and to establish remedies and penalties for the infraction thereof.
- b. Suspend the voting rights and right to the use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- c. Contract for the performance of such tasks and functions as shall be required to properly maintain the exterior of the Dwelling Units situated within the condominium and to properly maintain the common elements including any improvements situated thereon.
- d. Exercise for the Association all powers, duties and authority vested in this Association and not otherwise reserved to the Membership at large by other provisions of these By-Laws, the Articles of Incorporation or the Master Deed.
- e. Declare the office of a Member of the Board of Administrators to be vacant in the event such Member shall not participate in three (3) consecutive regular meetings of the Board of Administrators.
- f. Employ a manager, an independent contractor or employee of its choosing as it deems necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Administrators to:

- a. Cause to be kept a hard copy and electronic record of the Board's actions, decisions and affairs, and present or make same records available to the Members.
- b. Cause monthly financial statements to be prepared and distributed with the meeting minutes from each monthly meeting and an annual financial statement to be prepared showing its income and disbursements for said year and assets and liabilities as of the end of such year, and shall furnish to each Member a copy of such statement at the first meeting of the new year following the end of such year.
- c. Elect officers of the corporation.
- d. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
- e. As more fully provided herein, to:
  - 1) Adopt an annual budget and fix the amount of the annual assessment against each Dwelling Site at least thirty (30) days in advance of each annual

assessment period which shall be billed and paid monthly by each individual Member.

2) Send written notice of each revised assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period.

3) Foreclose the lien against any Dwelling Site for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Member personally obligated to pay the same, when, in its discretion, it shall deem such action financially advisable and necessary.

f. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

g. Procure and keep in full force and effect fire and extended coverage insurance policies, insuring all improvements within the Condominium Regime including the buildings, common areas and appurtenant structures described in the Master Deed, but excluding the furnishings of individual dwelling sites and shall be purchased by and in the name of the Association, for the benefit of the Association, the co-owners, mortgagees, and lienholders, as their interests may appear. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurable replacement value thereof as determined annually by the Association. Annual replacement value insurance for each dwelling site shall have the minimum value no lower than the Sarpy County assessed value which valuation shall be utilized in determining the amount of insurance to be purchased and the amount of the assessment that will be made against each dwelling site for its share of the premium. That portion of the insurance premium attributable to the coverage of the common area, and the directors and officers liability coverage shall be shared equally between the dwelling site Members of the regime.

h. Cause all Administrators or employees having fiscal responsibilities to be bonded, as it may deem appropriate. Notwithstanding the above, each Administrator acting within his/her capacity shall be indemnified by the Association.

i. Initiate a claim on behalf of any, up to all dwelling sites.

j. Cause the common area elements to be maintained to the best of its ability.

#### ARTICLE IX Budget

The Board of Administrators shall adopt a budget for each calendar year which shall include their reasonable estimate of funds required to fulfill the duties set forth in Article III and to establish reserves for replacement and working capital to meet anticipated losses. The budget shall be adopted in December of each year for the coming calendar year and copies of the budget and proposed assessments shall be sent to each Member on or before December

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31, Budgets may be amended during a current year based upon reasonable need but copies of the amended budget and notice of any corresponding increase or decrease in assessments shall be sent to each Member as promptly as possible.

ARTICLE X  
Insurance

Insurance policies upon the condominium property including the structures but excluding the furnishings of individual Dwelling Units shall be purchased by and in the name of the Association for the benefit of the Association, the Owners (Members), mortgages and lien holders, as their interests may appear. The insurance shall be full replacement coverage and cover common elements which include the building structure and fixtures, installations, interior walls and additions by an individual Dwelling Unit owner. The Association coverage is intended to insure those permanently attached items which would not normally be removed in the event of a sale. Unit Owners are responsible to notify the Board if their values are updated in the event of added improvements.

Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual Dwelling Units. The insurance shall cover all buildings and improvements upon the land and all personal property included in the general and limited common elements in an amount equal to the full insurability value thereof (excluding foundations, walks, drives and excavation costs) as determined annually by the Association but with coinsurance clauses being permitted. Such coverage shall afford protection against all risks. The Association is also authorized to procure and maintain such other hazard insurance as it may, from time to time, desire. In addition, insurance shall be procured for workmen's compensation coverage and at least \$1,000,000 bodily injury and property damage public liability insurance covering the common elements and such other insurance as the Board may deem advisable from time to time. Insurance premiums shall be deemed common element expense.

The Association is hereby the irrevocable appointed agent for each Dwelling Unit Owner 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 individual Owner. All insurance proceeds shall be applied by the Association toward repairing the damage suffered or reimbursing the Unit Owner who has made the repairs, provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds of the value of all the buildings and improvements. In such case, and unless otherwise agreed upon in writing by Owner (Member) representing three-fourths (3/4) of the total basic value of the condominium regime, within 120 days after such damage or destruction, the condominium regime shall be deemed waived and the property shall be subject to a partition action and may be sold and the proceeds, along with the insurance indemnity, if any, shall be credited to each Dwelling Unit Owner in accordance with his/her insurance coverage and sums shall be first applied toward satisfaction of any recorded first mortgage against each Dwelling Unit, next toward satisfaction of junior recorded liens in order of their priority, the cost of clearing the Dwelling Site and the remainder, if any, paid to each Dwelling Site Owner. In case the insurance proceeds do not equal the cost of repairs, the Dwelling Unit Owners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. Each dwelling unit owner is encouraged to obtain personal homeowners insurance (PHO) that covers personal possessions.

ARTICLE XI  
Assessments

The Board of Administrators shall annually impose a basic assessment against each of the Dwelling Sites owned by Members sufficient to meet said budget. Assessments against each Dwelling Unit for such common expenses shall be made annually following adoption of the budget for the year for which assessments are made. The annual assessments shall be due in twelve equal monthly payments on the first day of each month. The assessment to be levied against each Dwelling Unit shall be equal, except as to the cost of fire/hazard insurance attributable solely to each individual Dwelling Unit, which cost shall be shared in the same proportion as the total living area of each Dwelling Unit bears to the total living area of all Dwelling Units in the condominium regime.

In case of an amended budget as provided in Article IX, the amended assessment shall be payable at the time specified in the notice of the amended assessment sent to each Owner. Amended assessments in excess of three thousand dollars (\$3,000) per year must be approved by Owners entitled to cast two-thirds (2/3) of the votes of the condominium regime as set forth in the Master Deed. If any Owner (Member) 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 Owner (Member) in his/her Dwelling Unit and the Administrators may record such lien in the Office of the Register of Deeds; whereupon said 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 Dwelling Unit and except prior duly recorded mortgage and lien instruments. Said lien, together with interest, court costs and reasonable attorney's fees, may be foreclosed in an action in equity against the interest of the Owner of the Dwelling Unit against which the subject assessment was levied. The prompt payment of assessments shall also be the personal obligation of the Owner of each Dwelling Unit and may be recovered in an action at law, together with interest, court costs and reasonable attorney fees. In the event of payment in satisfaction of a lien filed of record as aforesaid, the Association shall forthwith file with the Register of Deeds a release of said lien. Assessments delinquent more than ten days after the due date shall bear interest at the highest rate permissible by law per annum from the due date until paid. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due and payable.

ARTICLE XII  
Capital Expenditures

Any and all expenditures in excess of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) must be approved a minimum of thirty (30) days prior to the decision to make such a capital expenditure by Owners entitled to cast two thirds (2/3) of the votes of the condominium regime as set forth in the Master Deed. All such votes for capital expenditures shall be by electronic survey or mailed written ballot in a form as approved by the Board and all such votes by the Owners shall be attested by and acknowledged by the President and by the Secretary of the Association.

ARTICLE XIII  
Officers And Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all time be members of the Board of Administrators; a

Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Administrators following each annual meeting of Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign or shall be removed or be otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President. The President shall preside at all meetings of the Members and Board of Administrators, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, pre-approve all expenditures in excess of \$450.00 and shall co-sign all checks and promissory notes in excess of \$500.00.

Vice President. The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as directed by resolution of the Board of Administrators; shall cause to be signed all checks and promissory notes of the Association; shall be caused to keep proper books of account; and shall cause to be prepared an annual budget and a statement of income and



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expenditures to be presented to the Membership at its regular annual meeting and shall cause to be delivered a copy to each of the Members present at such annual meeting.

ARTICLE XIV  
Committees

The Board of Administrators shall appoint committees as deemed appropriate in carrying out its' purpose.

ARTICLE XV  
Books And Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Master Deed, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member via the Secretary of the Board or at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XVI  
Corporate Seal

There shall be no Corporate Seal of the corporation.

ARTICLES XVII  
Amendments

Section 1. These By-Laws and the system of administration set out herein may be amended by Owners entitled to cast two-thirds (2/3) of the votes of the condominium regime as set forth in the Master Deed but each such amendment shall comply with the requirements of the Nebraska Condominium Property Act. Any such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Sarpy County, Nebraska, in the same manner as the Master Deed and the original By-Laws.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Master Deed and these By-Laws, the Master Deed shall control.

ARTICLE XVIII  
Miscellaneous

Section 1. The Board of Administrators shall have the right of access to each Dwelling Unit at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any Dwelling Unit and to insure compliance by the Owner with all of the Owner's duties under the condominium regime.

Section 2. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

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IN WITNESS WHEREOF, we, being all of the Administrators of the Oaks of Fontenelle Townhouses Association, have hereunto set our hands this 28 day of October 2014.

Jeanne Rubin  
Jeanne Rubin, President

Jon Butler  
Jon Butler, Vice President

Jean Tait  
Jean Tait, Secretary

Paul Rubin  
Paul Rubin, Treasurer

Jim Klinger  
Jim Klinger, Member at Large

Larry Lyens  
Larry Lyens, Member at Large

JEANNE C. RUBIN  
State of Nebraska-General Notary  
My Commission Expires  
January 30, 2015

Jeanne Rubin

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of the Oaks of Fontenelle Townhouses Association, a Nebraska corporation; and

THAT the foregoing By-Laws constitute the Compiled and Amended By-Laws of said Association, as duly amended and approved by Owners entitled to cast in excess of two-thirds (2/3) of the votes of the condominium regime at a meeting of the Members of the Association held on the 28 day of October, 2014, which meeting was preceded by notice given to all Owners (Members) of the Association in accordance with the requirements pertaining thereto as set forth in these By-Laws.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of October 2014.

Jeanne Rubin  
Jeanne Rubin, President

CERTIFICATION

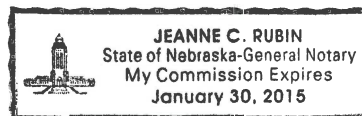
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Oaks of Fontenelle Townhouses Association, a Nebraska corporation; and

THAT the foregoing By-Laws constitute the Compiled and Amended By-Laws of said Association, as duly amended and approved by Owners entitled to cast in excess of two-thirds (2/3) of the votes of the condominium regime at a meeting of the Members of the Association held on the 28 day of October, 2014, which meeting was preceded by notice given to all Owners (Members) of the Association in accordance with the requirements pertaining thereto as set forth in these By-Laws.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of October 2014.

Jean Tait  
Jean Tait, Secretary



Jeanne Rubin