

Oct. 1, 1971 Original Bylaws ORIGINAL BYLAWS 5 Pgs  
Feb 10, 1987 Amended Bylaws 1ST AMMENDMENT 5 Pgs  
Last Ammendment 5 Pgs

E X H I B I T "VI"

BY-LAWS

OF

SPANISH VILLAGE ASSOCIATION, INC.  
A Nebraska Nonprofit Corporation,

AND OF

SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME

- 1) These By-Laws are intended to cover the operations of Spanish Village Association, Inc., a Nebraska nonprofit corporation, and they are also intended to govern the administration of Spanish Village Condominium Property Regime.
- 2) The corporate seal shall bear the name of Spanish Village Association, Inc.
- 3) Members. Spanish Village Association, Inc., has been organized to provide a means for the administration and management for Spanish Village Condominium Property Regime, in Douglas County, Nebraska. Membership in the corporation is automatically granted and restricted to record owners of apartments in said Condominium Property Regime. The vote on behalf of any apartment in said Condominium Property Regime shall be in person by the record owner thereof provided, however, that if any such apartment is owned by more than one person, or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of Spanish Village Association, Inc. No other form of proxy voting will be permitted. Each apartment in Spanish Village Condominium Property Regime shall be entitled to that number of votes which shall equal the total basic value, in dollars, assigned to such apartment in the Master Deed creating Spanish Village Condominium Property Regime.
- 4) Meetings of Members. The annual meeting of the members of Spanish Village Association, Inc., will be held on the first Tuesday, which is not a national holiday, in the month of January of each year, at 9:00 o'clock A.M., at the First Federal Savings & Loan Association of Omaha building, located at 111 North 84th Street, Omaha, Nebraska, 68114, for the purpose of electing a Board of Administrators, who shall also constitute the directors of Spanish Village Association, Inc., as well as for the transaction of any other business that may properly come before the meeting of the members. No notice of such annual meetings need be given.

Special meetings of the Members of Spanish Village Association, Inc., may be called by the president or vice president, or by a majority of the Board of Administrators (directors) and shall be called by the secretary of Spanish Village Association, Inc., upon receipt by such secretary of a written request signed by members of Spanish Village Association, Inc., owning at least two-thirds of the total basic value of Spanish Village Condominium Property Regime. Notice of special meetings shall be given by written notice delivered or mailed to each apartment within Spanish Village Condominium Property Regime, not less than ten (10) days prior to the date of such special meeting. Such notice may be waived, either before or after such special meeting.

5) Officers. Spanish Village Association, Inc., shall have officers consisting of a president, vice president, secretary and treasurer. The president shall preside over members meetings. The vice president shall act for the president in the president's absence. The secretary shall keep the minute book and record the minutes of meetings of the members. The treasurer shall supervise the financial records. *+ amendment*

*amended*  
6. Quorum. A quorum at meetings of members of Spanish Village Association, Inc., shall consist of persons owning a majority of the total basic value of Spanish Village Condominium Property Regime, provided however, that at any meeting where less than a quorum may be in attendance, such meeting may be adjourned from time to time, without further notice, by a majority vote of the total basic value represented at such meeting. The affirmative vote of persons owning a majority of the total basic value of Spanish Village Condominium Property Regime shall be required to adopt any decision on the part of the members of Spanish Village Association, Inc.

*amended*  
7. Management. The affairs of Spanish Village Association, Inc. shall be managed by a Board of not less than three (3) nor more than nine (9) Administrators (also known as directors) elected by the members at the annual meeting of the members, the number of Administrators to be set annually by vote of the members at said annual meeting. Vacancies occurring in memberships on such board shall be filled by the remaining administrators. The term of each administrator shall be until the next annual meeting of the members, or until his successor is duly elected and qualified. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Spanish Village Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of administrators and of employees of the association shall be fixed by the Board of Administrators. An administrator may be an employee of the association, and a contract for management of the Condominium Property Regime may be entered into with an administrator or with an entity of which he is a representative or owner. Any administrator may be removed by a majority vote of the members at any special meeting of the members called for that purpose and the vacancy thus created may be filled at such special meeting by the members.

Notwithstanding the foregoing, until December 31, 1976, or until the parties who shall sign the original Master Deed for Spanish Village Condominium Property Regime, as developers, elect in writing to waive their right to elect the administrators (whichever shall first occur), the administrators of Spanish Village Association, Inc., shall be chosen solely by a majority vote of the persons who shall have executed the Master Deed creating Spanish Village Condominium Property Regime.

A majority of the administrators shall constitute a quorum and any action taken by a majority vote of the administrators present at a meeting which has a quorum, shall constitute the act of the administrators.

8) Meetings of Administrators. The annual meeting of the administrators shall immediately follow the annual meeting of the members. No notice of such annual meeting shall be required. Special meetings of the administrators may be called by the president, or by a majority of such administrators upon twenty-four (24) hours' prior notice of the meeting given personally, by mail, by telephone, or by telegraph. Notice of such meeting may be waived either before or after the meeting.

9) Officers. The officers of Spanish Village Association, Inc., shall be elected by the administrators. Compensation of the officers shall be fixed by the administrators. Any person may hold two or more offices, but no one person shall at the same time hold the offices of president and secretary. The officers of Spanish Village Association shall consist of a president, vice president, secretary and treasurer and such additional officers as the administrators shall from time to time deem necessary.

a) The president (or vice president in the absence or disability of the president) shall be the chief executive officer of Spanish Village Association, Inc.; shall preside at meetings of members and of administrators; shall execute all contracts and instruments; shall have general management of corporate affairs and shall carry out all orders of the Board of Administrators.

b) The secretary shall record the minutes of meetings of administrators and of members and shall have custody of the corporate seal and affix it to such instruments as are authorized by the administrators, and shall perform such other duties as may be prescribed by the president or by the administrators.

c) The treasurer shall have custody of corporate funds and securities of Spanish Village Association, Inc.; shall account for all corporate receipts and disbursements; and shall perform such other duties as may be prescribed by the president or the administrators.

10) Budget. The Board of Administrators shall adopt a budget for each calendar year, which shall include the estimate of funds required to defray common expenses in the coming year and to provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The budget shall be adopted in November of each year for the coming calendar year and copies of the budget and proposed assessments shall be sent to each owner on or before December 31 preceding the year for which the budget is made. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each owner as promptly as possible. The foregoing requirements as to the timing of the preparation of the budget and the sending of the same to owners shall not apply to any budgeting for any period of time prior to January 1, 1973.

There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargement or additional construction shall cost more than \$3,000.00 unless and until such enlargement or construction is approved in writing by coowners representing at least three-fourths of the total basic value of Spanish Village Condominium Property Regime and until a proper amendment of the Master Deed has been executed, acknowledged and recorded.

11) Assessments. Assessments against each owner of an apartment in Spanish Village Condominium Property Regime shall be made annually for common expenses on

or before the first day of the year for which such assessments are made. The annual assessment shall be due in twelve (12) equal monthly payments on the first day of each month during such year. The assessment to be levied against each such apartment shall be such apartment's prorata share of the total annual budget based upon the percentage of such apartment's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in the preceding paragraph, the amended assessment shall be payable at the time specified in the notice of the amended assessment sent to each apartment owner. Until construction of an apartment unit is completed, as shown on the plans attached to the Master Deed for Spanish Village Condominium Property Regime, the assessment against such uncompleted apartment shall not exceed \$5.00 per month. If any apartment owner 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 member in his apartment and the administrators may record such lien in the office of the Register of Deeds of Douglas County, Nebraska, 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 apartment and except prior duly recorded mortgage and other lien instruments. Assessments delinquent more than ten (10) days after the due date shall bear interest at the highest legal rate 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 at the option of the administrators. *+ amendment*

12) Insurance. Insurance policies upon the properties within Spanish Village Condominium Property Regime, including any buildings and common elements improvements, but excluding the furnishings of individual apartments, shall be purchased by and in the name of Spanish Village Association, Inc., for the benefit of the association and the apartment coowners and mortgagees as their interests may appear. Provision shall be made (if possible) for the issuance of certificates of insurance to holders of first mortgages upon individual apartments. 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 value thereof (excluding foundation, walks, drives and excavation costs) as determined annually by Spanish Village Association, Inc., but with co-insurance clauses being permitted. Such coverage shall afford protection against loss by fire and extended coverage hazards. In addition, insurance shall be procured for workmen's compensation coverage and at least \$100,000.00/\$300,000.00 bodily injury and \$50,000.00 property damage public liability insurance covering the common elements and such other insurance as the administrators of Spanish Village Association, Inc., may deem advisable from time to time. Insurance premiums shall be deemed common element expense. Spanish Village Association, Inc., is hereby irrevocably appointed agent for each coowner of the apartments located in Spanish Village Condominium Property Regime and the mortgagees thereof, to adjust all claims arising under insurance policies purchased by Spanish Village Association, Inc., and to execute and deliver releases upon payment of claims without joinder by any such coowner or mortgagee. All insurance proceeds shall be applied by Spanish Village Association, Inc., 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 buildings and improvements. In such case, and unless otherwise agreed upon in writing by owners representing three-fourths of the total basic value of all properties in Spanish Village Condominium Property Regime, within 120 days after such damage or destruction, the Condominium Property Regime shall be deemed to have been 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 delivered to the coowners and mortgagees, in accordance with their respective interests in the Condominium Property. 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 Spanish Village Association, Inc., from the coowners of the apartments in Spanish Village Condominium Property Regime; provided, however, that in such case of underinsurance, the coowners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases where the proceeds of such insurance shall exceed the cost of repair, any excess proceeds of insurance so received and not expended shall be credited to the common element working fund. Nothing herein contained shall prevent the owner of any apartment in Spanish Village Condominium Property Regime from obtaining additional insurance on his apartment at his expense.

13) Access. The Board of Administrators and other duly authorized personnel of Spanish Village Association, Inc., shall have the right of access to each apartment within Spanish Village Condominium Property Regime 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 such apartment, and to insure compliance by the owner with all of the owner's duties under the Condominium Property Regime.

*Amended*  
X) Amendment. These By-Laws and the system of administration set out herein may be amended by coowners representing at least two-thirds of the total basic value of the properties in Spanish Village Condominium Property Regime as set forth in the Master Deed, but each such amendment shall comply with the Condominium Property Act of the State of Nebraska, particularly as to Section 76-815 Revised Statutes of Nebraska. Such amendment shall be executed and acknowledged by the president and attested by the secretary of Spanish Village Association, Inc., and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska in the manner as provided by law.

EXECUTED this 20<sup>th</sup> day of Oct., 1971.

Lloyd R. Pettegrew  
Lloyd R. Pettegrew

Rose Mary Pettegrew  
Rose Mary Pettegrew

Robert P. Pettegrew  
Robert P. Pettegrew

Ginger K. Pettegrew  
Ginger K. Pettegrew

AMENDMENTS TO BYLAWS  
OF  
SPANISH VILLAGE ASSOCIATION, INC.,  
A Nebraska Nonprofit Corporation,  
AND OF  
SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME

Pursuant to the Condominium Property Act, particularly § 76-815 of the Revised Reissued Statutes of Nebraska and upon due execution and acknowledgment by the president of Spanish Village Association, Inc., the bylaws of Spanish Village Association, Inc. and of Spanish Village Condominium Property Regime shall be amended as set out below. Such amendments shall become operative upon the recording of this instrument in the office of the Register of Deeds of Douglas County, Nebraska in the manner provided by law.

(1) The language of paragraphs three, four, six, seven, and fourteen is deleted in its entirety.

(2) The following language shall be included in the Bylaws:

PARAGRAPH 3

3) Members. Spanish Village Association, Inc., has been organized to provide a means for the administration and management for Spanish Village Condominium Property Regime, in Douglas County, Nebraska. Membership in the corporation is automatically granted and restricted to record owners of apartments in said Condominium Property Regime. The vote on behalf of any apartment in said Condominium Property Regime shall be in person by the record owner thereof or by the duly appointed proxy of said owner. The effective period of the proxy shall be for the duration of the specific meeting for which the proxy was appointed, and under no circumstances for a period of more than eleven (11) months. The record owner may appoint as proxy any other individual or, as desired, give power to the Board of Administrators, a committee thereof, or any individual Board member or officer to exercise the proxy. If any such apartment is owned by more than one person, or by a corporation or other entity, such vote shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the secretary of Spanish Village Association, Inc. Each apartment in Spanish Village Condominium Property Regime shall be entitled to that number of votes which ~~shall equal the total basic value, in dollars, assigned to such apartment in the Master Deed creating Spanish Village Condominium Property Regime.~~

PARAGRAPH 4

4) Meetings of Members. The annual meeting of the members of Spanish Village Association, Inc., will be held on the second Sunday in the month of January of each year, at such time and place within Douglas County as the Board of Administrators shall select, for the purpose of electing a Board of Administrators, who shall also constitute the directors of Spanish Village Association, Inc., as well as for the transaction of any other business that may properly come before the meeting of the members. Notice of the annual meeting, specifying the date, time, and place of the meeting, shall be given at least ten (10) days prior to the annual meeting.

Special meetings: of the Members of Spanish Village Association, Inc., may be called by the president or vice president, or by a majority of the Board of Administrators (directors) and shall be called by the secretary of Spanish Village Association, Inc., upon receipt by such secretary of a written request signed by members of Spanish Village Association, Inc., owning at least two thirds of the total basic value of Spanish Village Condominium Property Regime. Notice of special meetings, specifying the date, time, place, and matters of discussion of the meeting, shall be given by written notice not less than ten (10) days prior to the date of such special meeting. Such notice may be delivered either personally or by mailing to the member at the address given to the Board for such purpose or, if no address is given, to the apartment unit number. Such notice may be waived, either before or after such special meeting.

PARAGRAPH 6

6) Quorum. A quorum at meetings of members of Spanish Village Association, Inc., shall consist of persons owning a majority of the total basic value of Spanish Village Condominium Property Regime, provided however, that at any meeting where less than a quorum may be in attendance, such meeting may be adjourned from time to time, without further notice, by a majority vote of the total basic value represented at such meeting. Except as otherwise required by law, the affirmative vote of a majority of members present at any meeting where a quorum is present shall constitute the decision of the members of Spanish Village Association, Inc.

PARAGRAPH 7

7) Management. The affairs of Spanish Village Association, Inc., shall be managed by a Board of six (6) Administrators (also known as directors). In 1987, six administrators shall be elected, three for a term of one year and three for a term of two years. Thereafter, three administrators shall be elected by the members at the annual meeting. The term

of each administrator elected in 1988 and thereafter shall be for two years, or until his successor is duly elected and qualified. Vacancies occurring in memberships on such board shall be filled by the remaining administrators. In the event that vacancies are created in all Board positions, the vacancies shall be filled at a special meeting of the members. If any administrator shall miss four consecutive regular meetings for any reason, excluding illness, the administrator shall be deemed removed by vote of a majority of the members. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Spanish Village Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of administrators and of employees of the association shall be fixed by the Board of Administrators. An administrator may be an employee of the association, and a contract for management of the Condominium Property Regime may be entered into with an administrator or with an entity of which he is a representative or owner. Any administrator may be removed by a majority vote of the members at any special meeting of the members called for that purpose and the vacancy thus created may be filled at such special meeting by the members.

A majority of the administrators shall constitute a quorum, and any action taken by a majority vote of the administrators present at a meeting which has a quorum shall constitute the act of the administrators.

#### PARAGRAPH 14

14) Amendment. ~~These By-Laws~~ and the system of administration set out herein ~~may be amended only by vote of unit members representing at least two thirds of the total basic value~~ of the properties in Spanish Village Condominium Property Regime as set forth in the Master Deed, but each such amendment shall comply with the ~~Condominium Property Act of the State of Nebraska~~, particularly as to Section 76-815 Revised Statutes of Nebraska. Such amendment shall be executed and acknowledged by the president and attested by the secretary of Spanish Village Association, Inc., and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska in the manner as provided by law.

(3) The following language shall be added to the end of paragraph five:

"Indemnification. The corporation shall indemnify the directors and officers or former directors and officers of the Corporation, or of any person who may have served at the Corporation's request as a director or officer of another



Corporation, whether for profit or not for profit, against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled under any bylaw, agreement, vote of the Board of Directors, or otherwise. All amounts expended pursuant to any indemnification of directors or officers of the Corporation or for payment of insurance purchased and maintained on behalf of any director or officer insuring against any liability asserted against him or her and incurred by him or her in or arising out of capacity as a director or officer shall constitute a common expense of the Association."

(4) The following language shall be added to the end of paragraph ten:

"The expenditure of reasonable amounts in excess of \$3,000.00 for the purposes of preserving, protecting, repairing, or operating the common elements shall not be considered a violation of this bylaw."

(5) The following language shall be added to the end of paragraph eleven:

"A late charge in an amount to be determined by the Board of Administrators shall be levied on all delinquent payments. The Board shall also be authorized to impose upon the members reasonable fines for any violation of the Master Deed, Use and Occupancy Restrictions, and the Bylaws, after notice of such violation and opportunity for a hearing has been granted."

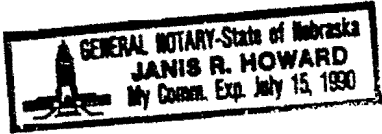
The undersigned Petco, Inc., being a mortgagee with respect to apartment 9A-C of the Spanish Village Property Regime agrees to the above amendments to the Bylaws.

Petco, Inc.  
By: Jahut P. Petter

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

Before me, a notary public duly qualified in said county and state, personally came Robert P. Pettegrew, known to me to be the identical person(s) who signed the foregoing and acknowledged the same to be his/her/their voluntary act and deed.

(Seal)



Janis R. Howard  
Notary Public

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AMENDMENTS TO BYLAWS  
OF  
SPANISH VILLAGE ASSOCIATION, INC.,  
A Nebraska Nonprofit Corporation,  
AND OF  
SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Pursuant to the Condominium Property Act, particularly § 76-815 of the Revised Reissued Statutes of Nebraska and upon due execution and acknowledgment by the president of Spanish Village Association, Inc., the bylaws of Spanish Village Association, Inc. and of Spanish Village Condominium Property Regime shall be amended as set out below. Such amendments shall become operative upon the recording of this instrument in the office of the Register of Deeds of Douglas County, Nebraska in the manner provided by law.

(1) The language of paragraphs three, four, six, seven, and fourteen is deleted in its entirety.

(2) The following language shall be included in the Bylaws:

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BK 805 N *[Signature]* 80A-377-ita CJO FEE 55.00  
PG 55-59 N 807 1377 DEL IN MC *[Signature]*  
OF *Misc* COMP *[Signature]* FJB 59-36685 *[Signature]*

PARAGRAPH 4

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administrators shall be elected, three for a term of one year and three for a term of two years. Thereafter, three administrators shall be elected by the members at the annual meeting. The term of each administrator elected in 1988 and thereafter shall be for two years, or until his successor is duly elected and qualified. Vacancies occurring in memberships on such board shall be filled by the remaining administrators. In the event that vacancies are created in all Board positions, the vacancies shall be filled at a special meeting of the members. If any administrator shall miss four consecutive regular meetings for any reason, excluding illness, the administrator shall be deemed removed by vote of a majority of the members. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Spanish Village Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of administrators and of employees of the association shall be fixed by the Board of Administrators. An administrator may be an employee of the association, and a contract for management of the Condominium Property Regime may be entered into with an administrator or with an entity of which he is a representative or owner. Any administrator may be removed by a majority vote of the members at any special meeting of the members called for that purpose and the vacancy thus created may be filled at such special meeting by the members.

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PARAGRAPH 14

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