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By-Laws

1) These are the By-Laws of LaVista Association, Inc., organized as a Nebraska non-profit corporation. These are also the By-Laws of Grand Villa of LaVista Condominiums Property Regime No. 1.

2) Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal".

3) Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of units in said condominium regime. Each unit must file with the Association a list of owners of said unit. Only one vote per unit is allowed. A proxy vote is allowed, however, this counts as the one vote for the unit. All outstanding fees as determined by the Association including all fines set forth by the board, must be paid in full to be eligible to vote, this shall be known as good standing. The value of each unit's vote is equal to the percentage interest that is outlined in Item 6 of the Master Deed.

4) The Annual Members' Meeting will be held for the purpose of electing a Board of Administrators and alternates and transacting any other business that may come before the board. Notice and location of annual meeting shall be sent to all **Members** prior to the meeting.

5) The Annual Executive Meeting of Newly Elected Administrators shall take place immediately following the annual meeting of **Members**. Special meetings of Administrators may be called by the president or by a majority of the Administrators.

6) The Officers of the Association shall be elected by the Administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers, as the Administrators deem necessary from time to time.

In the event that a vacancy occurs on the Board, the first alternate shall become a director. If there is not an alternate, the Board will fill that position in the following manner: by notifying each **Member** of said vacancy, speaking with those **Members** interested and finally, the Board will decide.

a) The President (or Vice President, in the absence or disability of the President) shall be the chief executive officer of the Association; shall preside at all meetings of **Members** and of the 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.

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b) The Secretary shall record the minutes of meetings of the Administrators and 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 prescribed by the President or the Administrators. **The Secretary shall maintain the Minute Book, which shall include executed copies of all Resolutions.**

c) The Treasurer shall account for all corporate receipts and disbursements, and shall perform such other duties as prescribed by the President or the Administrators.

7) A Quorum for Members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote to adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the Members.

8) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators. A meeting may also be called upon receipt of written request from Members holding at least two-thirds of the total basic value of the condominium regime. **The President shall preside at all Special Members' Meetings.**

9) Members' Meetings shall be held to handle monthly business of the Association as determined by the Board of Administrators. A notice of meetings shall be mailed to **Members** prior to the meeting.

10) The Affairs of the Association shall be managed by a Board of five Administrators who need to be **Members** in good standing and who shall be elected by the **Members** at each annual meeting of the **Members**. Vacancies occurring in the Board shall be filled according to Paragraph 6 in the By-Laws. Any Administrator may be removed by a majority vote of the **Members**, and the **Members** may fill the vacancy thus created. The normal term of each Administrator shall be until the next annual meeting of the **Members** or until his successor is duly elected or appointed. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association.

The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services, except for those items specifically excluded as addressed in the Master Deed and the Rules and Regulations, and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. The managing agent shall have the authority to distribute monthly expenses as approved in the budget. Non budgeted items shall be allowed not exceeding \$50.00. The Board of Administrators has the authority to levy fines for any violations of the

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Rules and Regulations of the condominium regime. Compensation of employees and contractors of the Association shall be fixed by the Board of Administrators based on a contracted price. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

11) Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and 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 proposed budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year and copies of the proposed budget and proposed assessments shall be sent to each **Member** before the annual meeting. 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 **Member** as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargements or additional construction costs more than \$2,500.00, unless and until such proposal is approved in writing by **Members** representing at least two-thirds of the total basic value of the condominium regime.

12) Assessments against each unit for such common expenses shall be made annually on or before the fiscal year and proceeding 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 unit shall be such unit's pro-rata share of the annual budget based upon the percentage share of such unit's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each **Member**. If any **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 **Member** in his 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 unit and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall be charged a late fee of \$25.00 each month until paid in full. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent. All returned checks will be assessed at \$25.00 plus a returned check fee of \$15.00. In the event of a second returned check, the **Member** will be required to pay by money order. Assessments that have become delinquent and are not paid upon demand constitute a lien which will be placed on the unit for the full amount owed and additionally, all expenses incurred in the placement of said lien and collection of said lien, including but not limited to, court costs, attorneys' fees, filing fees, association expenses incurred as a result of said lien and interest will be added to and included with the original

assessment and will further become the responsibility of the homeowner of the unit whose assessments are delinquent.

13) Insurance. Fire and extended coverage insurance policies upon the condominium property including the structure shall be purchased by and in the name of the Association and the unit co-owners as their interests appear, but excluding the personal furnishings of individual co-owners and occupants including carpet. Provision shall be made for the issuance of certificate of insurance to holders of first mortgage upon individual units. The insurance shall cover all buildings and improvements upon the land and all personal property of the Association included. Insurance premiums shall be deemed common element expense. All insurance proceeds shall be applied by the Association towards repairing the damage suffered. In case of over-insurance, any excess proceeds shall be credited to the common element-working fund. Each co-owner should obtain additional insurance for their units own personal property. In case of disaster, all claims will be handled by the contracted managing agent as directed by the Board of Administrators as described in the Master Insurance Policy.

14) In the case of extreme emergency, the Board of Administrators will contact the proper authority to gain entry if necessary in the absence of the homeowner.

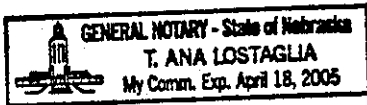
15) Renters. Owners currently renting or leasing their units prior to the recording date of the amended By-Laws in the Office of the Register of Deeds of Sarpy County, Nebraska may continue to do so until the sale of their unit.

16) These By-Laws and the system of administration set out herein may be amended by **Members** representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. 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 those original By-Laws.

Executed this 8th day of August, 2001.

Norman G. Ellerbeek

SUBSCRIBED AND SWORN to before me this 8th day of August, 2001.



T. Ana Lostaglia
Notary Public