

BYLAWS

FOR

**THE KIMBALL LOFTS CONDOMINIUM
ASSOCIATION**

Originally Stated on May 17, 2006

First Amendment on March 17, 2014

Omaha, Nebraska

**BYLAWS OF
THE KIMBALL LOFTS CONDOMINIUM ASSOCIATION
A Nonprofit Corporation
Under the Laws of the
State of Nebraska**

ARTICLE I.

Identity

These are the Bylaws of The Kimball Lofts Condominium Association, a Nebraska nonprofit corporation (the "Association").

For the purpose of these Bylaws, the terms specifically defined in the Declaration of Condominium of The Kimball Lofts Condominium (the "Declaration") or in Neb. Rev. Stat. §§ 76-825 through 76-894 (the "Act"), and any laws amendatory thereof, and supplemental thereto shall have the same meaning herein.

ARTICLE II.

Qualifications and Responsibilities of Members

The qualifications and responsibilities of members and the manner of their admission into the Association shall be as follows:

2.1 Members: Each Unit Owner, by virtue of such ownership, shall be a member of this Association (individually, a "Member" and collectively, the "Members"); provided, however, each Unit shall have no more than one membership. Each Unit Owner shall remain a Member until such time as such ownership ceases for any reason.

2.2 Prohibition of Assignment, etc., of Member's Share in Funds of Association: The share of a Member in the funds and assets of the Association cannot be assigned, pledged, encumbered, alienated or transferred in any manner except as an appurtenance to the Member's Unit.

ARTICLE III.

Member's Meeting and Voting

3.1 Place of Meeting: Meeting of the Association shall be held at such suitable places within Omaha, Nebraska, convenient to the Members, as may be designated from time to time by the Board (defined below).

3.2 Annual Meetings: The Members shall meet at least once a year. The annual meeting of the Members shall be held on the second Sunday in September in each year, commencing in the year the first Unit is sold, and if such day shall be a legal holiday, then on the next secular day following, at such time and place as is specified by the President (defined

below) or Secretary (defined below) in the notice of such meeting; provided, that the Board, from time to time, at any regular or special meeting, may designate a different day for the annual meeting. Except as otherwise provided in Article IV hereof, at each annual meeting the Members shall elect a Board to serve until the next annual meeting and may transact any other business authorized to be transacted by the Members.

3.3 Special Meetings: Special meetings of the Members may be called at any time by the President or by the Board, and must be called by the President upon receipt of a written request for a special meeting signed by at least four (4) Members of the Association. No business shall be transacted at a special meeting except as stated in the notice thereof.

3.4 Notices: Notice of all meetings of the Members, stating the time and place, and accompanied by a materially complete agenda thereof, shall be given by the President or Secretary to each Member except those who have waived such notice. Notices of special meetings shall also state the purpose thereof. Such notice shall be in writing, shall be sent by United States mail to the addresses of their respective Units or to such other addresses as any Member may have designated to the President or Secretary, and shall be mailed not less than ten (10) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting; provided; however, that such notice may be delivered personally to any Member if not prohibited by the statutes of the State of Nebraska. In addition, if the member consents in writing to email notice for meetings, then notice to any meeting hereunder may be provided to said member by email. Member is responsible for updating the Secretary if the email address changes, and this consent to email notice may be revoked, in writing at any time.. The Secretary shall record whether notice was provided to members in accordance with these bylaws. Notice of the meeting may be waived in writing by any Member before or after such meeting.

3.5 Attendance of Eligible Mortgage Holder at Meetings: Any Eligible Mortgage Holder of a Unit may attend and participate in any general or special meeting, but shall have no vote unless granted by proxy.

3.6 Quorum: A quorum at meetings of the Members shall consist of Members present, in person or by proxy, representing at least two-thirds (2/3) of the total votes in the Association.

3.7 Voting Power; Association Not to Vote: In accordance with the Declaration, on matters that come before the Association, each owner will have one vote for each Unit owned, regardless of the owner's Percentage of Ownership. Accordingly, the aggregate number of votes for all Members shall total twenty-nine (29). When more than one person is the owner of a Unit, the votes for that Unit shall be cast as the Unit Owners shall determine, but in no event shall more than the vote allocated by the Declaration to the Unit be voted. The votes allocated to a Unit shall not be split but shall be voted as a single whole. Notwithstanding anything herein to the contrary, the Association shall not be entitled to cast the votes allocated to any Unit owned by it during the period of its ownership.

3.8 Manner of Casting Votes: A vote may be cast in person or by proxy. A proxy must be in writing, be signed by all owners of the Unit, the vote of which are subject to the

proxy, be only to another Member or a security holder in that Unit, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all owners of such Unit.

3.9 Action by Members Without Meeting: Any action required by law to be taken at a meeting of the Members, or any action that may be taken at a meeting of the Members, may be taken without a meeting if authorization in writing, setting forth the action taken is signed by two-thirds (2/3) of the Members or as may otherwise be required by Nebraska Statutes.

3.10 Adjournment when Quorum Lacking: If a meeting cannot be organized because a quorum has not attended, the meeting shall be adjourned from time to time until a quorum is present.

3.11 Manner of Acting: When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person or by proxy, unless express provisions of applicable law, the Declaration, or these Bylaws require a greater vote.

3.12 Statement of Members and Votes: At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all Members present in person or by proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

3.13 Prohibition of Cumulative Voting: There shall be no cumulative voting.

3.14 Order of Business at Annual and Other Meetings: The order of business at the annual meetings of the Members, and, so far as is applicable and practical, at all other meetings of the Members shall be:

- (a) Certification of Members and votes present.
- (b) Calling of the roll.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Approval of minutes from previous meetings.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

The presiding officer may vary such order as the presiding officer deems necessary.

ARTICLE IV.

Directors

4.1 Membership of Board: The affairs of the Association shall be managed by a board of five (5) directors (the "Board of Directors" or the "Board") (the members of the Board shall hereinafter be referred to as the "Directors"). Declarant shall have a period of control over the Association, subject to the following:

(a) The Declarant, or a person designated by it, may appoint and remove all of the Officers (hereinafter defined) and Directors until the earlier of (i) sixty (60) days after the conveyance to Unit Owners, other than the Declarant, of ninety percent (90%) of the total number of Units; (ii) two (2) years after the Declarant has ceased to offer Units for sale or lease in the ordinary course of business; or (iii) the date which is the seventh (7th) anniversary of the date of recording the Declaration.

(b) Not later than sixty (60) days after the conveyance of Units to Unit Owners, other than Declarant, of twenty-five percent (25%) of the total number of Units, at least one member and not less than twenty-five percent (25%) of the Directors shall be elected by the Unit Owners, other than Declarant.

(c) Not later than sixty (60) days after conveyance to Unit Owners, other than Declarant, of fifty (50%) percent of the Units, not less than thirty-three and one third percent (33 1/3%) of the Directors shall be elected by the Unit Owners, other than Declarant.

4.2 Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Members. Unless exigent circumstances exist, regular meetings shall be held on the third Monday of the month. Notice of regular meetings shall be given to each Member, personally or by mail, telephone, or by email, as set forth above, at least three (3) days prior to the day designated for such meeting, unless such notice is waived. All Board meetings shall be open to the Members. At least one regular meeting shall be held annually. The provisions of Article III shall govern the conduct of meetings.

4.3 Presiding Officer: The presiding officer at meetings of the Board shall be the President. In his absence the Directors present shall designate one of their number to preside.

4.4 Compensation of Directors Restricted: Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performances of their duties as Directors.

4.5 Powers and Duties of Board: All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Act, the Declaration, and these Bylaws, as any thereof may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Declaration, and Bylaws, and shall include, but not be limited to, the following:

- (a) To elect and remove the officers of the Association.
- (b) To prepare and provide to Members annually a report containing at least the following:
 - (i) A statement of any capital expenditures in excess of Five Thousand (\$5,000.00) Dollars anticipated by the Association during the current year or succeeding two (2) fiscal years.
 - (ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board.
 - (iii) A statement of the financial condition of the Association for the last fiscal year.
 - (iv) A statement of the status of any pending suits or judgments to which the Association is a party.
 - (v) A statement of the insurance coverage provided by the Association.
 - (vi) A statement of any unpaid assessments due and payable to the Association, identifying the Unit and the amount of the unpaid assessment.
- (c) To adopt and amend budgets and to determine, establish, and collect assessments against Members to pay the Common Expenses of the Condominium.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, repair, replace, and operate the Common Elements.
- (f) To restore, replace, and repair improvements as provided in the Declaration.
- (g) To establish and amend rules and regulations and to establish penalties for infraction thereof.
- (h) To enforce the provisions of the Declaration, these Bylaws, the Act, and the rules and regulations established by the Board or Association, including recovery of monetary penalties and injunctions, and including purchase of Units, in the name of Association, at foreclosure or other judicial sale.
 - (i) To obtain and maintain insurance as provided in the Declaration.
 - (j) To contract for management of the Condominium and to delegate to such manager such powers and duties as the Board shall determine, except such as are

specifically required by the Declaration, these Bylaws, or the Act, to be done by the Board or the Members, provided that no such contract shall be entered into for a period exceeding one (1) year and shall provide, at a minimum, that it shall be terminable by the Association, for cause, upon thirty (30) days written notice.

(k) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association and for proper care and maintenance of the Common Elements.

(l) To pay all Common Expenses.

(m) To contract for such services for the Condominium as the Board deems necessary or desirable.

(n) To bring, prosecute, defend, settle and intervene in actions and lawsuits for and on behalf of itself, or on behalf of two (2) or more Members, with respect to any cause of action relating to the Condominium, the Common Elements or to more than one Unit. All costs and expenses incurred in connection with any such action or lawsuit, including settlement thereof, not paid by the opposing party or parties or the Members benefited thereby, shall be a Common Expense.

(o) To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.

(p) To perform such other acts as may be delegated to the Association or Board by applicable statutes, the Declaration, these Bylaws, or the Act, and to perform such other acts as may be incidental to or necessary in the performance of the foregoing.

(q) To borrow money for the repair, replacement, maintenance and reconstruction of Common Elements, and to pledge and pay assessments, and any and all other revenue and income for such purpose.

(r) To buy Units in foreclosure of an assessment lien or at any other time or for any other reason and to sell, lease, mortgage, and otherwise deal in Units from time to time owned by the Association.

(s) To impose from time to time, and collect, reasonable rates, fees and charges for the use, rental or operation of facilities and other amenities forming all or part of the Common Elements, other than Limited Common Elements.

(t) To grant leases, licenses and concessions not to exceed one (1) year and utility easements through and over the Common Elements; provided, however, that after conveyance to Unit Owners other than Declarant or an affiliate of Declarant of Units to which more than fifty (50%) percent of the voting power is allocated, the Association may by resolution of the Members at a meeting duly called for such purpose grant leases, licenses and concessions in excess of one (1) year and easements through and over the Common Elements.

(u) To impose and collect reasonable charges, including attorneys' fees, for the evaluation, preparation and recordation of amendments to the Declaration, preparation of resale certificates or statements of unpaid assessments.

(v) To provide for indemnification of the Association's officers and directors and maintain officers' and directors' liability insurance.

(w) To assess against any Unit Owner who fails or refuses to make any payment of the Common Expenses when due, the amount thereof, together with a late charge of Ten (\$10.00) Dollars per month after the 10th day of the month in which the payment becomes due.

(x) To assess, after notice and an opportunity to be heard, levy reasonable fines for violations of the Act, the Declaration, these Bylaws, or the rules and regulations of the Association.

(y) To keep financial records sufficiently detailed to enable the Association to comply with the Act.

ARTICLE V.

Officers

5.1 Designation of Officers: The officers of this Association shall be a President and Vice-President, who shall at all times be a member of the Board of Directors, a Secretary and a Treasurer, and any such other officer(s) as the Board may from time to time by resolution create. A person may hold one or more offices at one time, except that the President shall not at the same time hold another office in the Association.

5.2 Election of Officers: Each officer of the Association shall be elected at the first annual meeting of the Board as provided in Section 4.5(a) hereof.

5.3 Term: The officers of this Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.4 Removal: Any officer may be removed from office with or without cause by a majority vote of the Directors at any meeting of the Board. Any officer may resign at any time by 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.

5.5 Vacancy: Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in office, and until his successor has been duly elected and has qualified.

5.6 Powers and Duties of Officers:

(a) President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of the president of a corporation, including, but not limited to, the duty to preside at all meetings of the Board and of the Members at which he is present, and the general supervision over other officers in the management of the business and affairs of the Association. The President shall see that all actions and resolutions of the Board are carried into effect.

(b) Vice-President. The Vice-President shall perform such duties of the President, and in the absence of the President shall perform the duties and functions of the President.

(c) Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and Directors and all other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of a secretary of a corporation, and as may be required by the Directors or the President.

(d) Treasurer. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices and principles, and shall submit them, together with vouchers, receipts, records, and other papers to the Directors for their examination and approval, as often as they may require. The Treasurer shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated from time to time by the Board, shall disburse the funds of the Association as ordered by the Board, and shall perform all other duties incident to the office of a Treasurer of a corporation. If a managing agent or manager be employed, the Board may designate some or all of the foregoing functions to be entrusted to him or it, subject to overseeing control by the Treasurer.

5.7 Execution of Agreements, etc. All agreements, contracts, deeds, mortgages, or other instruments shall be executed by any two (2) officers, or by such other person or persons as may be designated from time to time by the Board.

5.8 Compensation of Officers Restricted. No officer of the Association shall receive compensation for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

ARTICLE VI.

Directors' and Officers' Indemnity

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted Nebraska law.

ARTICLE VII.

Fiscal Management

7.1 Depository: The depository of the moneys of the Association shall be such bank or banks as from time to time shall be designated by the Board. Withdrawal of moneys from such depository shall be only by checks signed by any two (2) officers of the Association, or any other persons as may from time to time be authorized by the Board.

7.2 Records of Association: The books, accounts, and records of the Association shall be open to inspection and examination by any Member of the Association and any Security Holder at all reasonable times.

7.3 Payment Vouchers: Payment Vouchers shall be approved by the Board unless such authority to approve the same has been delegated to any officer or manager by the Board.

7.4 Fiscal Year: The fiscal year of the Association shall be the calendar year; provided that the Directors, from time to time, by resolution, may change the fiscal year to some other designated period.

ARTICLE VIII.

Assessments

8.1 Obligation of Members to Pay Assessments; Amount of Levy: Until the Declarant or the Association, by vote of the Board, levies a common expense assessment, Declarant shall pay all accrued expenses of the condominium. Thereafter, each Unit Owner shall be severally liable for the Common Expenses that are levied against his Unit while a Unit Owner. Each Unit shall be assessed in accordance with that Unit's Percentage of Ownership.

8.2 Annual Budget: Each fiscal year, beginning with the fiscal year beginning January 1, 2006, the Board shall prepare and adopt a budget for that fiscal year, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. After preparation and adoption of each such budget, the Board shall, within thirty (30) days after adoption of any proposed budget, provide each Member with a summary of the budget and shall set a date for a meeting of the Members to consider ratifications. Said meeting shall not be less than ten (10) nor more than thirty (30) days after mailing the summary. Unless a majority of the Members reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the previous budget last ratified by the Members shall continue until such time as the Members ratify a subsequent revised budget proposed by the Board. Notwithstanding the foregoing, the first budget after the creation of the Condominium shall be prepared and adopted by the Board or Declarant for the balance of the then fiscal year of the Association, and notice of the amount the assessment against each Unit for such balance of the fiscal year shall be given by the Board or Declarant to each Unit Owner after the adoption of the assessment and shall be deemed levied upon notice thereof given by the Board or Declarant.

8.3 Maintenance Fund and Reserves: The Board shall establish maintenance funds and reserves, and all sums collected by the Board on behalf of the Association from assessments shall be accounted for in those funds as follows:

(a) Reserve Fund for Replacements. To this fund shall be credited all sums collected or set aside for the purpose of effecting replacements of structural elements, and other Common Elements of the Condominium.

(b) General Operating Reserve Fund. To this fund shall be credited all sums collected to provide a reserve for purposes of providing a measure of financial stability during periods of special stress, and may be used to meet deficiencies from time to time as a result of delinquent payments of assessments and other contingencies.

(c) Maintenance Fund. To this fund shall be credited collections of assessments for all Common Expenses for the current year as well as common profits and surplus from the previous year, and not to be credited to either of the above reserve funds.

The reserve fund for replacements shall be established by the Board and shall be funded by regular installments rather than by extraordinary special assessments. The reserve funds described above shall be maintained only in such amounts as deemed necessary or desirable by the Board, subject, however, to the preceding sentence. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board, in its discretion, selects.

8.4 Failure to Prepare Budget and Levy Annual Assessments Deficiencies in Procedure: The failure of the Board to prepare or delay of the Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the Members' obligation to pay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 8.2, each Member shall continue to pay the assessment previously levied pursuant to Section 8.2 in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an assessment shall not in any way affect its validity or the obligation of Members to pay such assessment.

8.5 Assessment Roll; Statement: All assessments shall be set forth upon a roll of the Units, which shall be available in the office of the Association for inspection at all reasonable times by Members and Eligible Mortgage Holders, and their duly authorized representatives. Such roll shall include, for each Unit, the name and address of the Unit Owner, all assessments, levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a Unit Owner, or his authorized agent, a statement setting forth the amount of unpaid assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding upon the Association and all Unit Owners. For such statement a reasonable fee may be charged by the Board.

8.6 Default and Enforcement: If any assessment, or installment thereof, remains delinquent for ten (10) days, then that assessment, and all other assessments then a lien against that Unit, may be declared by the Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the Association in the manner provided by the

Act. The Board shall provide written notice to each Mortgage Holder with respect to a Unit if the Unit Owner is delinquent ten (10) days and shall notify the Eligible Mortgage Holder that all sums are due and payable and that the Board may foreclose under the Act.

ARTICLE IX.

Subdivision

No Unit Owner may subdivide or convert, relocate the boundaries of, or alter, his Unit, except as otherwise provided in the Declaration.

ARTICLE X.

Compliance, Enforcement, Fines and Penalties

10.1 Each Unit Owner, occupant and Eligible Mortgage Holder, shall be governed by and shall comply with the terms, conditions, obligations, and provisions of the Act, the Declaration, these Bylaws, and the rules and regulations, as the same may be amended from time to time.

10.2 A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Declaration, these Bylaws, or the rules and regulations, as the same may be amended from time to time, by any Unit Owner or occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election for any action or cause of action to receive fines and penalties for such default or failure as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, or, if appropriate, by any one or more aggrieved Members, or both. Also, if any Member fails to perform any obligation under the Act, the Declaration, these Bylaws, or such rules and regulations, as the same may from time to time be amended, then the Association may, but is not obligated to, perform the same for the Member's account, and for such purpose may enter upon his Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Unit owned by such defaulting Member.

10.3 In the event of any such default or failure, the Board shall promptly serve upon or mail to the defaulting Member, and each Eligible Mortgage Holder of that Member's Unit, a written notice specifying the nature of the default, and cure thereof, and the time within which the cure shall be effected. The defaulting Member may cure the default within the time specified in the notice or may serve upon or mail notice to the Board requesting a hearing before the Board.

10.4 If a defaulting Member requests a hearing, the Board shall serve upon or furnish to the defaulting Member and each Eligible Mortgage Holder a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Board shall not exercise any remedies to obtain relief from the defaulting Member until the hearing is over and the Board has made its determination and served upon or mailed the same to the defaulting Member and each Eligible Mortgage Holder. Upon taking such evidence and hearing such testimony, the Board shall

determine in writing, and at its sole option, to: (i) waive the default in whole or in part, (ii) extend the time within which the default may be cured, or (iii) levy a fine or penalty.

10.5 If the defaulting Member (i) does not cure the default or request a hearing within the time limit specified in the original notice of default, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after then hearing, then the Board shall serve upon or mail to the defaulting Member and each Eligible Mortgage Holder a written notice of such Member's failure to effect the cure, and the Board may proceed to take such action as it deems necessary to obtain relief.

10.6 In any proceeding arising because of an alleged default by a Member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court, with interest thereon at twelve (12%) percent per annum from the dates such costs are incurred until paid.

10.7 The failure of the Association or of any Member thereof to enforce any term, provision, rights, covenant, or condition that may be granted by the Act, Declaration, these Bylaws, or the rules and regulations, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a Member or to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

ARTICLE XI.

Amendment

An amendment to these Bylaws shall be made and approved in the manner set forth the Nebraska Nonprofit Corporations Act and by not less than sixty-seven (67%) percent of the Units, and once made, shall become effective when recorded in the same manner and place as an amendment to the Declaration.

ARTICLE XII.

General Provisions

12.1 Rules and Regulations: The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Elements so as to promote the common use and enjoyment thereof by Unit Owners and occupants, and for the protection and preservation thereof.

In addition, the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Units to provide for the common good and enjoyment of all Unit Owners and occupants, including, without limitation, the right to adopt such rules and regulations with reference to children, animals and leases. Also, the Board may from time to time establish penalties for infraction of such rules and regulations. Copies of all such rules and regulations and any amendments thereto shall be furnished to all Members, and a copy shall be posted or otherwise made available to Members at the office of the Association. However, failure to furnish or pose such rules or regulations shall not affect in any way their validity or

enforceability. Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by the Members at an annual or special meeting of the Members. Any such act of the Members shall control over any contrary rule or regulation then or thereafter adopted by the Board. All rules and regulations shall be equally and uniformly applicable to all Unit Owners, occupants and Units, but need not be equally uniformly applicable if it is determined that such unequal or nonuniform application is in the best interest of the Association or if equal and uniform application is not practicable.

12.2 Parliamentary Authority: Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceedings when not in conflict with the Declaration, these Bylaws, the Act or any statutes of the State of Nebraska applicable thereto. The chairman of the meeting shall have the authority to appoint a parliamentarian if he deems it necessary.

12.3 Compliance with the Act; Conflict; Severability: These Bylaws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs, or clauses of these Bylaws conflict with any of the provisions of said Act, the provisions of said Act shall control. In the case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control. If any such term, provision, limitation, paragraph or clause of these Bylaws or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

12.4 Interpretation of Bylaws: Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

The undersigned, the duly elected and acting President of the Association, hereby certifies that the foregoing Bylaws have been duly adopted by the Association, and are in full force and effect as of the date hereof.

Dated

THE KIMBALL LOFTS CONDOMINIUM
ASSOCIATION

By: _____
President and Member

By: _____
Secretary and Member