

SECOND AMENDED BY-LAWS
OF
SURFSIDE ESTATE CONDOMINIUM OWNERS' ASSOCIATION
(A Nebraska Non-profit Corporation)

ARTICLE I
Name and Location

The name of the association is Surfside Estate Condominium Owners' Association, hereinafter referred to as the "Association." The principal office of the Association shall be located in Lincoln, Nebraska, but meetings of members and Board may be held at such places within the State of Nebraska, County of Lancaster, as may be designated by the Board of Directors.

ARTICLE II
Definitions

1. "Association" shall mean and refer to Surfside Estate Condominium Owners' Association, its successors and assigns. The Association is a Nebraska non-profit corporation.
2. "Common Properties" shall mean and refer to all real property and personal property owned by the association for the common use and enjoyment of the Owners.
3. "Directors" shall mean and refer to duly elected members of the Board of Directors..
4. " Board of Directors" (sometimes "Board") shall mean and refer to those person elected to act on behalf of the Association.
5. "Declaration" shall mean and refer to the Declaration applicable to The Properties recorded in the office of the Register of Deeds of Lancaster County, Nebraska.
6. "Member" shall mean and refer to those person entitled to member is the Association as provided in the Master Deed and Declaration.
7. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title of any Unit included within The Properties but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee of any Unit unless and until such mortgagee shall have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
8. "The Properties" shall mean and refer to all existing property, and additions thereto, defined and described in the Declaration, including "Common Properties," as therein defined, and including such additions as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

Meeting of Members

1. **Annual Meeting.** The annual meeting of the members shall be held first Wednesday of June of each year, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the member is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. **Notice of Meeting.** Special meetings of the members may be called at any time by the president or by a majority of the Board, or upon written request of the Twenty Percent (20%) of the members who are entitled to vote.

3. **Notice of Meeting.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than fifty (50) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice unless other or different notice is provided for in the Articles of Incorporation, the Declaration, or these By-Laws in which case such other or different notice shall be given. Such notice shall specify the place, day and hour of the meeting, and the agenda of the meeting including a general description of any amendment to the Declaration, these By-Laws, any budget changes, any proposal to remove a director or officer.

4. **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, or written ballots submitted, totaling Twenty Percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other any announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5. **Proxies.** At all meetings of members, each member may vote in person, by proxy or by written ballot. All proxies shall be in writing and filed with the secretary. Each proxy shall be revocable and shall automatically cease up conveyance by the member of his Unit.

ARTICLE IV

Board of Directors; Selection; Term of Office

1. **Number.** The affairs of the Association shall be managed by an Board of Directors (herein "Board") of three (3) directors (herein "director" or "directors") who are Unit Owners. At least two (2) of the directors shall reside on The Properties.

2. **Term of Office.** Each director elected or anointed shall serve a term of one year, or until a successor shall be elected by the members.

3. **Removal.** Any director may be removed from the Board with or without cause, with the assent of Sixty-Seven Percent (67%) of the votes of the membership of the Association present at any meeting of the Owners at which a quorum is present. In the event of the death, resignation or removal of a director, the remaining members of the Board shall fill the vacancy for the unexpired term of the predecessor.

4. **Compensation.** No director shall receive compensation for any service he may render to the Association as director except as set forth in this paragraph. A director may be reimbursed for his actual expenses incurred in the performance of his duties. Any director may contract with the Association to supply goods or services not otherwise part of his duties as director.

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

ARTICLE V

Nomination and Election of Directors

1. **Election.** The members of the Executive Board to be elected by the Owners shall be elected at the annual meeting of the members. If more persons are nominated than positions to be filled, the nominees receiving the highest number of votes shall be elected to the Executive Board to serve for one year or until a successor shall be elected.

ARTICLE VI

Meetings of Directors

1. **Regular Meetings.** Regular meetings of the Board shall be held annually without notice, at such place and hour and frequency as may be fixed from time to time by resolution of the Board.

2. **Special meetings.** Special meeting of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

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

ARTICLE VII

Powers and Duties of the Board of Directors

1. **Powers.** The Board shall have the power to:
 - a. Act in all instances on behalf of the Association;
 - b. Adopt and publish rules and regulations governing the use of the Common Properties;
 - c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or Declaration; and
 - d. Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties, which duties may include delegation of the powers of this Article VII.

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

- a. Cause to be kept a complete record of all its acts and association affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting;
- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
 - (1) Fix the amount of the assessment against each Unit in advance of each assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto, at least thirty (30) days in advance;
 - (3) Foreclose the lien against any property for which assessments are in delinquency after the sending of any required notice or to bring an action at law against the owner personally obligated to pay the same; and
 - (4) Fulfill all the duties, responsibilities and obligations of the Association as set forth in the Declaration, and any other act permitted or required by statute.
- d. Issue, or to 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;
- e. Procure and maintain, or cause to be maintained, adequate liability and hazard insurance on The Properties as required by the Declaration;
- f. Cause the Common Properties to be maintained; and
- g. Provide a summary of the budget for the Association to Owners and otherwise comply with the provisions of the Nebraska Condominium.

3. **Limitation of Spending Authority.** The Board shall not have the authority to spend more than \$1,500 per occurrence for any improvement to The Properties, without the approval of a majority of the members present at a meeting in person, by proxy or by written ballot. This limitation shall not apply to any regularly recurring expense item or any expenditure necessary for the maintenance of The Properties in good repair.

ARTICLE VIII

Indemnity and Liability of Directors

Each agreement made by the Board or officers thereof shall be executed by the directors or officers as agents for the Owners. The members of the Board of Directors and the officers thereof shall not be liable to the Owners for any mistake of judgment, or any acts or omissions

made in good faith as such directors or officers. The Owners shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such directors or officers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws. The liability of any Owner arising out of any contract made by such directors or officer of out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as the Owner's percentage interest in the Common Properties bears to the total percentage interest of all Owners in the Common Properties.

ARTICLE IX

Officers and Their Duties

1. **Enumeration of Officers.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

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

4. **Special Appointments.** 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.

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 any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

7. **Multiple Offices.** The offices of vice-president, secretary and treasurer may be held by the same person.

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

- a. **President.** The president shall preside at all meetings of the Board and at all meetings of the members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; may sign checks and promissory notes; and shall prepare, execute, certify and record amendments to the Declaration.
- b. **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall

exercise and discharge such other duties as may be required of him by the Board.

- c. **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.
- d. **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; may sign checks and promissory notes of the Association; keep proper books of accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented at the membership at its regular annual meeting, and deliver a copy of said budget and statement to each member.

ARTICLE X Committees

The Board shall appoint such committees as it deems appropriate in carrying out its purpose.

ARTICLE XI Books and Records

The books, records and papers of the Association, including current copies of the Declaration, By-Laws, current financial statements, and the like, shall at all times, during reasonable business hours, be subject to inspection by any member, lender, and/or holders and insurers of first liens. Said document shall be available for inspection by any member in the principal office of the Association, where copies may be purchased at a reasonable cost. These records shall also be available to prospective purchasers in accordance with Nebraska law.

ARTICLE XII Assessments

1. **Lien.** As more fully provided in the Declaration, and except as provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the delinquent Owner shall pay a late charge of Twenty-Five and No/100ths Dollars (\$25.00) or Twelve Percent (12%) of the amount of the delinquent installment, whichever is greater, and the assessment shall bear interest from the date of delinquency at the maximum rate permitted by law on such delinquent sums, and the Association may bring an action at law against the Owner personally obligated to pay the same or Association may foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such actions shall be added to the amount of such assessments.

2. **Monthly Payment.** The Board may permit assessments to be paid in monthly installments and failure to pay a monthly installment may be treated by the Board as non-payment of an assessment as provided in Section 1 of this Article.

3. **Continuing Liability.** No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Properties or abandonment of his Unit.

4. **Cement Maintenance Assessment.** (Amended as of January 2009) There shall be an annual special assessment applicable to all unit owners for the purpose of equally sharing the expense of cement repair, maintenance, and replacement of all surfaces which are cement or concrete including patios, driveways, sidewalks, and streets. The Board will accumulate the expenses for cement repair or replacement work during each calendar year and pay for such work out of a special assessment replacement fund which will be established and maintained for these purposes pursuant to, and in compliance with, the Internal Revenue Code and applicable Internal Revenue Service regulations. Prior to January 30th of each year, each unit Owner shall be assessed 1/44th of the total cement expenses for the prior calendar year, but no more than \$200. The assessment will be due the following March 1st and delinquent on April 1st of that year. Pursuant to Article IV(1) of the Amended Declaration of Covenants, Conditions and Restrictions of Surfside Estate Condominiums, any Owner during the period of the assessment and at the time of the assessment shall be responsible for the payment of the assessment and the collection of the assessment shall be as set forth in the Amended Declaration. All monies received as a result of this assessment shall be deposited in the fund referred to in this paragraph.

ARTICLE XIII First Lien Holder's Rights

A holder, insurer, or guarantor of a first mortgage will be entitled to timely written notice of:

1. Any proposed amendment of the condominium instrument effecting a change in (i) the boundaries of any unit or the exclusive easement rights of appertaining thereof; (ii) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Owners Association have pertaining to any unit or (iv) the purpose to which any unit or common elements are restricted;

2. Any proposed termination of the Condominium Association or Declaration;

3. Any condominium loss or casualty loss which effects the material portion of the condominium or which effects any unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

4. Any delinquency in the payment of assessments or charges owned by any Owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency as continued for a period of sixty (60) days; and/or

5. Any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association.

ARTICLE XIV
Occupancy and Use Restrictions

1. Household Pets.

- a. In the event a pet is causing or creating a nuisance or unreasonable disturbance it may be permanently banned from The Properties upon seven (7) days written notice from the Board.
- b. Each Unit owner shall be responsible for cleaning any feces left by the Owner's pet, or any pet belonging to any guest, visitor of the owner, or authorized occupant of the Unit, on any common space. If any owner does not comply with this provision, the Owner will be given notice to comply within twenty-four (24) hours of notice or be subject to a fine to be determined by the Board. If, after another twenty-four (24) hours the mess has not been removed and cleaned, and satisfactory identification of the pet owner can be made, the pet shall be permanently banned upon seven (7) days written notice from the Board. If any owner does not comply with this provision, the Owner will be given notice to comply within twenty-four (24) hours of notice, or a special assessment for cleaning by the Board may be levied.
- c. No pet kennels shall be erected or maintained by any Unit owner.

2. Parking Restrictions.

- a. "Permanently Parked" for purposes of the Declaration shall mean parked for more than twenty-four (24) consecutive hours in the same location, or more than forty-eight (48) hours in any seven (7) day period. Violators will receive one written warning. Subsequent or continuing violations will result in the violator's vehicle being towed at the owner's expense.
- b. Residents of the Units shall be prohibited from using assigned visitor parking spaces. Violators will receive one written warning. Subsequent or continuing violations will result in the violator's vehicle being towed at the owner's expense.
- c. No vehicle of an owner, guest, visitor or authorized occupant shall block any portion of the street, driveway of another Unit, or assign visitor parking spaces. Any vehicle violating this provision may be towed at the vehicle owner's expense.

3. Refuse Containers. Refuse containers/Trash cans are to remain in garages and out of sight until the evening prior to the scheduled collection and returned to the garage the evening after collection. The Board is authorized to assess a penalty of Twenty-five Dollars (\$25.00) for each incident of non-compliance by the owner or tenant and add such penalty to the monthly dues.

ARTICLE XV
Notices

Unless otherwise provided herein or in the Declaration, notices required or permitted to be given to the Board or any unit owner may be delivered to any member of the Board or such unit owner either personally or by mail addressed to such Board member or unit owner at his address as recorded with the Secretary of the Board. Notices required to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

ARTICLE XVI
Amendments

These Bylaw may be amended, at a regular or special meeting of the members, by the assent of Sixty-Seven Percent (67%) of the members present in person, written ballot or by proxy.

ARTICLE XVII
Conflicts

In the case of any conflict between the Articles of Association and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVIII
Miscellaneous

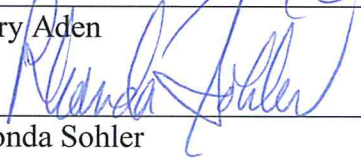
The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of every year, except that the first fiscal year shall begin on the date of the Association.

I hereby certify that these Second Amended By-laws were duly adopted by the vote of the members on 24 day of May, 2022.


Secretary

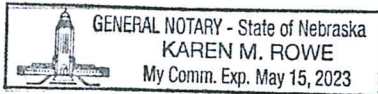
Board of Directors:



Terry Aden


Rhonda Sohler

STATE OF NEBRASKA)
 SS)
COUNTY OF LANCASTER)

The foregoing Second Amended Bylaws were acknowledged before me this 24th day of May, 2022, by Terry Aden and Rhonda Sohler



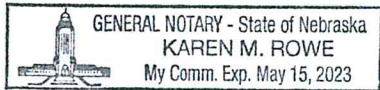

Signature of Notary Public
Name of Notary Karen M. Rowe

Dawn Teague
Dawn Teague

Tyren Baker
Tyren Baker

STATE OF NEBRASKA)
 SS)
COUNTY OF LANCASTER)

The foregoing Second Amended Bylaws were acknowledged before me this 27 day of May, 2022, by Dawn Teague and Tyren Baker



Karen M. Rowe
Signature of Notary Public
Name of Notary Karen M. Rowe