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MISC Inst. # 2019051879, Pg: 1 of 5
Rec Date:07/10/2019 16:51:12.253
Fee Received: \$34.00 By: NR
NE Doc Stamp Tax Fee:
Douglas County, NE, Assessor
Register of Deeds DIANE L. BATTIATO

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

RETURN TO: Michael J. Decker
Attorney at Law
1299 Farnam Street, Suite 300
Omaha, NE 68102

**TITLE OF DOCUMENT:
AMENDMENT FIVE TO BY-LAWS OF
TUDOR ARMS CONDOMINIUM PROPERTY REGIME**

- Transfer on Death Deed (see below)
- Joint Tenancy (see below)
- Life Estate (see below)
- Other

FULL AND COMPLETE LEGAL DESCRIPTION

Tudor Arms Condominium Property Regime (Units 1-12, 14-22, 24-25, Unit L, Garages A-K; FLD Book 15 Number 39170) does hereby amend and its By-Laws filed in the office of the register of Deeds in Douglas County Nebraska in Book 1698 page 682 et. Seq.

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Record and Return to Michael J. Decker, 1904 Farnam Street, Suite 726, Omaha, Nebraska 68102

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AMENDMENT FIVE TO BY-LAWS OF
TUDOR ARMS CONDOMINIUM PROPERTY REGIME
131 SOUTH 39TH STREET
OMAHA, NEBRASKA 68131

In Amendment Three to the By-Law of the Tudor Arms Condominium Property Regime, the association voted to clarify the definition of Common Elements in general and to determine who bore the responsibility for the payment of repairs to a Common Element.

Paragraph 11 of Amendment Three provided as follows: If a plumbing element, whether feed or drain pipes, an electrical element (wiring), or gas pipe goes between Units, and serves more than one Unit, that is a Common Element, and is the responsibility of the Association. If a plumbing pipe, electrical wiring or gas pipe goes from or to the common element, but serves only that Unit, that pipe or wiring is the responsibility of the Unit Co-Owner.

The Association is revoking paragraph 11 of Amendment Three and intends to restore the original meaning of paragraph 7 of the Master Deed and Article V, Section 5 of the By-Laws, which provided that the Association is responsible for the repairs of Common Elements and Limited Common Elements regardless of whether the common element or Limited Common Element serves one unit or multiple units. The language of paragraph 7 of the Master Deed and Article V, Section 5 of the By-Laws, as restated below, constitute the definition of Common Elements of the Tudor Arms Condominium Property Regime:

Paragraph 7 of the Master Deed provides as follows:

7. Common Elements. The General Common Elements consist of the entire Property (including all parts of the Building other than the Units and Limited Common Elements) and included without limitation, the following:

- (a) The Land Described in Schedule B;
 - (b) All foundations, main walls, load-bearing walls, roof, halls, lobbies, stairways, and entrances and exits of the building.
 - (c) The basement, yards and gardens;
 - (d) The compartments or installations of central services, such as power, gas, cold and hot water, water tanks, pumps, boilers and pipes;
 - (e) In general, all devices or installations existing for common use;
 - (f) Courtyard, fountain, sidewalks, driveways, and parking lot;
 - (g) All other elements of the Building rationally of common use or necessary for its existence, upkeep and safety.
- and

Article V, Section 5 provides as follows:

Section 5. Maintenance and Repair.

(a) By the Board of Administrators.

- (1) The Board of Administrators shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of a Co-Owner, in which case such expense shall be charged to such Co-Owner) of the following, the cost of which shall be charged to all Co-Owners as a Common Expense:
 - i. All of the Common Elements, whether located inside or outside of the Units, and whether General or Limited.
 - ii. All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all walls and floors of a unit.
 - iii. The maintenance of the exterior surface of the front door of each Unit Opening on to the corridor.
 - iv. All incidental damage caused to any Unit by such work as may be done or caused to be done by the Board of Administrators in accordance therewith.

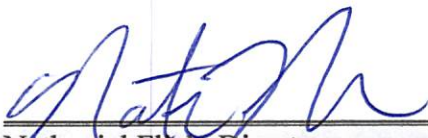
(b) By the Co-Owner.

- (1) Except for the portions of this Unit required to be maintained, repaired and replaced by the board of Administrators, each Co-Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of everything contained within his Unit including the following: any interior walls, kitchen and bathroom fixtures and equipment, refrigerator and range, lighting, heating and air-conditioning unit, those parts of the plumbing system which are wholly contained within his Unit and windows. Each Co-Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his Unit. In addition, each Co-Owner shall be responsible for all damages to

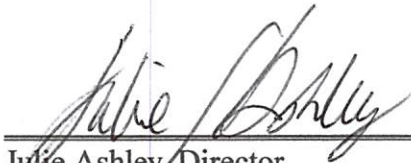
any and all Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this Section. Each Co-Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners. Each Co-Owner shall promptly report to the Board of Administrators or the Managing Agent and defect or need for repairs for which the Board of Administrators is responsible. Each Co-Owner shall promptly report to the Board of Administrators evidence of termites or other bugs, pests or rodents.

- (2) Each Co-Owner shall carry out at his sole expense any works of modification, repair, cleaning, safety, and improvement of his Unit without disturbing the legal use and enjoyment of the rights of the other Co-Owners, or changing the exterior form of the facades, of painting exterior walls, doors or windows in colors or hues different from those of the whole, and without jeopardizing the soundness or safety of the Property, reducing its value or impairing any easement of access to or use of Common Elements.
- (3) Manner and Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for repairs and replacements shall be determined by the Board of Administrators.

This change to the interpretation of the Common Elements was passed by the owners on 11-11-2018, with the definitions above voted on and approved, and are being ratified and published by the Board of Directors as of 11/4/2018. Except as modified hereby, the Master Deed and By-Laws remain in full force and effect.



Nathaniel Flick, Director,
Tudor Arms Condominium Property Regime



Julie Ashley, Director,
Tudor Arms Condominium Property Regime



Maria Carlson, Director,

Tudor Arms Condominium Property Regime

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This Amendment Four to the By-Laws of the Tudor Arms Condominium Property Regime was acknowledged before me on this 13th day of February, 2019, by Nathaniel Flick, Director, Tudor Arms Condominium Property Regime.



Charles Ziegenbein

Notary Public

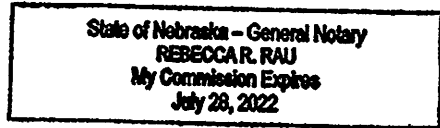
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This Amendment Four to the By-Laws of the Tudor Arms Condominium Property Regime was acknowledged before me on this 27th day of February, 2019, by Julie Ashley, Director, Tudor Arms Condominium Property Regime.

Rebecca R. Rau

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



This Amendment Four to the By-Laws of the Tudor Arms Condominium Property Regime was acknowledged before me on this 27th day of February, 2019, by Maria Carlson, Director, Tudor Arms Condominium Property Regime.

Rebecca R. Rau

Notary Public

