

# CONDO

## HOMEOWNERS' ASSOCIATION

### BY-LAWS

## NORTH GATE GARDEN ESTATES RETIREMENT CONDOMINIUMS

LINCOLN, NEBRASKA

### ARTICLE I      Plan of Unit Ownership

Section 1.      Unit Ownership. The property located in the City of Lincoln, Lancaster County, Nebraska (hereinafter called the "Property"), has been submitted to the provisions of the Nebraska Condominium Act, (Sections 76-825 to 76-894, Revised Statutes of Nebraska, 1943, Reissue of 1990 and amendments in 1993 Cum. Supp.) (hereinafter referred to as the "Nebraska Condominium Act") and recorded in the land records in and for Lancaster County, Nebraska, simultaneously, and shall be known, hereafter, as "North Gate Garden Estates Retirement Condominiums" (hereinafter referred to as the "Condominium" or "North Gate Garden Estates").

Section 2.      Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium, and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of the Condominium; their employees, guests and invitees; and any other person who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and Master Deed and the Rules and Regulations adopted by the Board. The acceptance of a deed or conveyance, the entering into a lease or the act of occupancy of an individual condominium designated for separate ownership (hereinafter referred to as a "Unit") shall conclusively establish the acceptance and ratification of these By-Laws, the Declaration and Master Deed and the Rules and Regulations, as they may be amended from time to time, by the person so acquiring, owning, leasing or occupying a Unit, and shall constitute an agreement by such person to comply with the same, and be evidence thereof.

Section 3.      Administrative Offices. The administrative offices of the Condominium and the Board shall be in the Condominium, located at 2425 Folkways Boulevard, or at such other place as may be designated from time to time by the Board.

### ARTICLE II      Homeowners' Association

Section 1.      Composition. All of the Co-Owners of Units contained in the Condominium shall constitute the "Homeowners' Association", which shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium, and performing all the other acts that may be required to be performed by the Homeowners' Association, the Nebraska Condominium Act and the Declaration. Except as to those matters which the Condominium Property Act specifically requires to be performed by the vote of the Co-Owners of the Units, and except as provided in Section 2 below, the administration of the foregoing responsibilities shall be performed by the Board, as more particularly set forth in Article III.

Section 2. Initial Administration of the Condominium. As the development of the Condominium Regime has been completed, the provisions contained in this paragraph have been deleted from these By-Laws. The original provisions are found in the original By-Laws as recorded with the Register of Deeds of Lancaster County, Nebraska.

Section 3. Annual Meetings. The annual meetings of the Association of Co-Owners shall be held upon such date and at such time as the Board shall determine. At such annual meetings, the new members of the Board shall be elected by ballot of the Co-Owners, in accordance with the requirements of Section 4 of Article III of these By-Laws. The Homeowners' Association may transact other business at such meetings, as may properly come before them.

Section 4. Place of Meetings. Meetings of the Homeowners' Association shall be held at the principal office of the Condominium or at such other suitable place convenient to the Co-Owners, as may be designated by the Board.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the Homeowners' Association if so directed by resolution of the Board, or upon a petition signed and presented to the Secretary by not less than twenty percent (20%) of all Co-Owners of the Association entitled to vote. The notice of any special meeting shall state the time and place of such meeting, and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice by regular mail of each annual or special meeting of the Co-Owners at least ten (10), but not more than twenty (20), days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. This will be sent to each Co-Owner of record, at such address as each Co-Owner shall have designated, by notice in writing, to the Secretary. The mailing of a notice of meeting in the manner provided in this Section, or as provided in Article VI, Section 2 of these By-Laws, shall be considered service of notice.

Section 7. Quorum. Co-Owners who have the right to vote must be present or represented by proxy at a meeting of the members of the Homeowners' Association. A quorum of more than fifty percent (50%) of all Units must be present to transact business. The quorum, having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any Co-Owners previously in attendance by person or by proxy. Any meeting may be adjourned upon a majority vote of those present at the time the motion to adjourn is considered.

Section 8. Order of Business. The order of business at all annual meetings of the Homeowners' Association shall be as follows:

- a. Call to Order and Determining Whether a Quorum is Present
- b. Proof of Notice of Meeting or Waiver of Notice
- c. Reading of Minutes of the preceding meeting
- d. Reports of Officers
- e. Reports of the Board
- f. Reports of Committees
- g. Election of Inspectors of Election (when so required)

- h. Election of members of the Board (when so required)
- i. Old Business
- j. Ratification of Budget
- k. New Business
- l. Adjournment

Section 9. Voting. Voting at all meetings of the Homeowners' Association shall be on a per-unit basis with each Unit being entitled to have one vote cast for each Unit, except that Unit 330 shall be entitled to cast two votes. If more than one Unit is owned in common ownership, the Co-Owners of such Units shall be entitled to cast one vote for each owned Unit. If only one of the multiple Co-Owners of a Unit is present at a meeting of the Homeowners' Association, he or she is entitled to cast the vote for that Unit. If more than one of the multiple Co-Owners are present, the vote for that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Co-Owners, unless the Declaration expressly provides otherwise. There is majority agreement if any one of the multiple Co-Owners casts the vote for that Unit without protest being made promptly by the other Co-Owners of the Unit to the person presiding over the meeting.

Except where a greater number is required by the Nebraska Condominium Act, the Declaration or these By-Laws, a majority of the Co-Owners present is required to adopt decisions at any meeting of the Homeowners' Association. If the Homeowners' Association, or any other party, owns or holds title to one or more Units, the individual or Board, as the case may be, shall have the right at any meeting of the Homeowners' Association to cast one vote for each of such Units so owned. The Co-Owners do not have the right of cumulative voting.

Section 10. Proxies. A vote may be cast in person or by proxy. A proxy given by the Co-Owner is valid only for the particular meeting designated, and it must be signed and dated and then filed with the Secretary before the appointed time of the meeting. If a proxy is given to a trustee or other authorized person by power of attorney, the proxy is valid until legally rescinded by the Co-Owner.

Section 11. Majority of the Co-Owners. Majority of the Co-Owners means the Co-Owners of 72 or more Units in North Gate Garden Estates, such number being more than fifty percent (50%) of the total one hundred forty-one (141) Units in North Gate Garden Estates plus one (1), representing the extra vote attached to Unit 330. Any specified percentage or proportion of the Co-Owners means that proportion of the total number of votes entitled to be cast, one hundred forty-two (142).

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Homeowners' Association, and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions occurring. Robert's Rules of Order shall govern the conduct of all meetings of the Homeowners' Association, when not in conflict with the Declaration, these By-Laws or the Nebraska Condominium Act.

### ARTICLE III     Board

Section 1.     Number and Qualification. North Gate Garden Estates is made up of three (3) separate regimes: Block 3, Condominiums; Block 2, twenty (20) Townhomes; Block 4, thirty-two (32) Townhomes.

The general affairs of North Gate Garden Estates shall be governed by a Board of Co-Owners. The Board shall be comprised of not less than three (3) nor more than nine (9) people, all of whom shall be Co-Owners, officers or designees of Co-Owners, providing however, the number of Directors shall be an odd number. The Hollyhock Circle and Marigold townhomes will each have a separate board and may have one (1) representative present at any board meeting to reflect the interests of the townhouse boards that they represent. The townhouse representative may vote on any matter that concerns the Common Areas.

Section 2.     Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts and things which are required by the Nebraska Condominium Act, these By-Laws or the Declaration, to be exercised by the Board. The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment and use of the Co-Owners, provided such Rules and Regulations shall not be in conflict with the Nebraska Condominium Act, these By-Laws or the Declaration. In addition to the duties imposed by these By-Laws or by any resolution of the Homeowners' Association that may hereafter be adopted, the Board shall have the power to, and be responsible for, the following:

- a. Prepare the Annual Budgets, in which there shall be established the annual contribution of each Co-Owner to the Common Expenses. The Board of Directors will also prepare any other budgets necessary for the Extra-Curricular Account. In the event the Administrator prepares the budget, the same shall be submitted to the Board for adoption, approval and distribution.
- b. Assess the Co-Owners to defray the budgeted Common Expenses of the Condominium, establish the means and methods of collecting such expenses from the Co-Owners, and establish the period of the installment payment of this annual assessment for Common Expenses. Unless otherwise determined by the Board, the annual assessment against each Co-Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments. This monthly fee is due and payable in advance on the first day of each month for said month.
- c. Unless otherwise provided in the Declaration, any surplus funds of the Association in excess of the reserve account referred to in Paragraph III2.g.(2) must be repaid to the Unit Co-Owners or credited to them to reduce their future Common Expense assessments. This repayment of the last year's surplus funds must occur prior to March 1 of the next fiscal year.
- d. Designate, hire, pay and dismiss the personnel necessary for the maintenance, operation, repair, replacement and services of the Common Elements and Condominium. Purchase such equipment, supplies, material and products

reasonably necessary for the proper care, upkeep, maintenance and operation of the Common Elements and Condominium, and pay for such services and products. This equipment, supplies and material shall be the common property of the Co-Owners.

- e. Collect the assessments against the Co-Owners, depositing the proceeds in a bank depository which it shall approve, and use the proceeds to carry out the administration of the Property.
- f. Make and amend Rules and Regulations in respect to the use of the Property and the personal conduct of Co-Owners, occupants and their invitees.
- g. Open bank accounts for the following purposes on behalf of the Condominium and designate the signatories required:
  - (1) General Account. This account will provide for the operation, care, upkeep, maintenance and surveillance of all the Property and services of the Condominium.
  - (2) Reserve Account. This account shall be used for providing for major expenses for the Condominium, and for contingencies and replacement.
  - (3) Extra-Curricular Account. This account will fund activities and services which will benefit all Co-Owners. This account will include income from sources other than the monthly fees or special assessments, such as the following: rents or leases, such as income from the beauty shop; memorials; garage fees for Common Area space; donations received for assisting Co-Owners when they sell their Units or profits from special parties and all other reasonable sources.
- h. Make or contract for the making of repairs, additions, improvements and alterations to or restoration of the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, as a result of condemnation or eminent domain proceedings or for the general upkeep, repair and decorating necessary to keep the Property in good repair and in a neat and clean condition.
- i. Enforce by legal means the provisions of the Declaration, these By-Laws and the Rules and Regulations for the use of the Co-Owners of their Units, the Common Elements and the entire Condominium Property, and bring any legal actions on behalf of the Co-Owners for such purpose.
- j. Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, and pay the premium thereof.

- k. Pay the cost of all services rendered to the Condominium, which are not billed to Co-Owners of individual Units.
- l. Keep books with detailed accounts in chronological order, regarding the receipts and expenditures affecting the Property and the administration of the Condominium. Specify the maintenance and repair expenses of the Common Elements and any other expenses incurred.

These said books and vouchers shall be available for examination by any Co-Owner, his duly authorized agent or attorney or any prospective purchaser of a Unit. These books and vouchers will be available at convenient hours during the workday, at the times and in the manner set and announced by the Board, for the general knowledge of the Co-Owners. Any prospective purchaser must be designated as such by a Co-Owner, in writing. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board of Directors, who shall not be a resident of the Condominium or a Co-Owner. The cost of such audit shall be a Common Expense.

- m. Notify the mortgagee of any Unit of any default by the Co-Owner of such Unit, whenever requested in writing by such mortgagee.
- n. Do such other things and acts which it may be authorized to do by a resolution of the Association, which are not inconsistent with the Nebraska Condominium Act, these By-Laws or the Declaration. This includes providing information to any lending institution authorized by any Co-Owner, which may assist in financing the purchase or the refinancing of any Unit or Units.

Section 3. Administrator. The Board may employ, for North Gate Garden Estates, an Administrator, whose compensation will be determined by the Board. The initial Administrator will reside on the premises, and the Homeowners' Association shall provide a two-bedroom, one-bathroom condominium for living quarters. The Administrator has the option to purchase a Unit and receive a housing allowance. After the Board is elected, the first order of business at the first Board meeting is to take action to retain the management staff selected by the Developer. The recommendation of the Board, in this matter, shall be voted on by the Co-Owners, by written ballot, at the first annual meeting of the Homeowners' Association. It shall not be a requirement that the Administrator, after the initial Administrator, reside in the Condominium.

The Administrator will perform such duties and services as the Board shall authorize and direct. The Administrator shall not commit the Association to any obligation of more than \$1,000 without specific Board approval. The Administrator's job description may include the management of the townhomes in Block 2 and Block 4.

Section 4. Nomination, Election and Term of Office. At the first annual meeting of the Homeowners' Association, the term of office of three (3) members of the Board shall be fixed at three (3) years; the term of office of three (3) members of the Board shall be fixed at two (2) years; and the term of office of three (3) members of the Board shall be fixed at one (1) year.

Following the initial election of Board members, the term of elected members shall be three (3) years, and Board members will hold office until their respective successors are elected by the Homeowners' Association. Each Board member will serve only one consecutive term. Any member can be re-elected to the Board after a one-year absence.

Criteria for Nomination to the Board is as follows:

- a. A Nominating Committee, appointed by the Board, will submit a written list of the names of Co-Owners for potential election to the Board at least ten (10) days prior to the annual meeting. The list of names shall be given to each Co-Owner at the Co-Owner's condominium address. The list shall contain the information set forth in subparagraph (c) of this Section. Additional nominations may be made by the members of the Homeowners' Association at the annual Association meeting.
- b. The individuals listed by the nominating committee shall stand as nominated to the Board of Directors without further action being necessary at the annual Association meeting.
- c. Each notice of nomination hereunder shall set forth the name and Unit number of each proposed nominee and such other information as may be helpful for a Co-Owner to become acquainted with the potential Board member's qualifications.
- d. The President of the Homeowners' Association, or in his absence, the Vice President, shall preside over the meeting of the Homeowners' Association and may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, whereupon the defective nomination shall be invalid and disregarded.
- e. The names placed in nomination shall be submitted to a vote of the Co-Owners. The candidates receiving the greatest number of votes on the first ballot shall be elected to the Board.

Section 5. Removal of Members of the Board. Notwithstanding any other provisions in these By-Laws, and notwithstanding the fact that some lesser percentage may be specified by law, at any regular or special meeting duly called, any one or more of the members of the Board may be removed with or without cause, but only with the affirmative vote of two-thirds (2/3) or more of the total membership of the Co-Owners. A successor may then and there be elected to fill the vacancy thus created, provided any Director whose removal has been proposed by the Co-Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof. He shall be given an opportunity to be heard at the meeting, prior to the vote.

Section 6. Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Director by a vote of the Homeowners' Association, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose, promptly after the occurrence of any such vacancy. Each person so elected will be a member

of the Board for the remainder of the term of the vacancy, and until a successor is elected by the Homeowners' Association.

Section 7. Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Homeowners' Association shall be held within ten (10) days thereafter, at such time and place as shall be determined by the Board. Members of the Board who were not present when the time and place of such meeting was determined shall be notified by written notice, sent to their condominium address. No other notice of the first meeting shall be required.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as determined by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director in person, by mail or by hand delivery, at least three (3) business days prior to the day of the meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President, with three (3) business days' notice to each Director, given in person, by mail or by hand delivery. This notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by such Director of the time and place of such meeting. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at such a meeting, where a quorum is present, shall constitute a decision by the Board. If, at any meeting of the Board, there is less than a quorum present, a majority of those present may adjourn the meeting. If any such adjourned meeting is reconvened and a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board shall obtain adequate fidelity bonds for all officers and employees of the Condominium, who handle or are responsible for Condominium funds. Waiver of this requirement can be given by a majority vote of the Homeowners' Association.

Section 13. Compensation. No Director shall receive any compensation from the Condominium for acting as a Director.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a chronological Minute Book recording action taken at the Board meetings, resolutions adopted by the Board, and a record of all transactions and proceedings occurring at such meetings.



Section 15. Order of Business. The order of business at annual meetings and, as far as practical, at other Co-Owners' meetings shall be as follows:

- a. Call to order and determining whether a quorum is present
- b. Proof of Notice of Meeting or Waiver of Notice
- c. Reading of the Minutes of the preceding meeting
- d. Reports of the Officers
- e. Reports of the Committees
- f. Election of Directors or Officers, if appropriate
- g. Old Business
- h. Ratification of Budget (Annual meeting only)
- i. New Business
- j. Adjournment

Section 16. Liability of the Board. The members of the Board shall not be liable to the Co-Owners for any mistake of judgment, negligence or otherwise, except to the extent that any loss is covered by insurance.

#### ARTICLE IV      Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board. Any other officers may be, but shall not be required to be, members of the Board.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Board.

Section 4. President. The President shall be the chief executive of the Condominium. He shall preside at all meetings of the Homeowners' Association and of the Board. He shall have all of the general powers and duties of a president of a stock corporation organized under the Business Corporation Act of the State of Nebraska, including, but not limited to, the power to appoint committee members from among the Co-Owners and others from time to time, as he may, in his discretion, decide is appropriate to assist in conducting the affairs of the Condominium.

Section 5. Vice President. The Vice President shall assist the President and take the place of the President and perform his duties, whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim

basis. The Vice President shall also perform such duties as requested by the Board or by the President.

Section 6. Secretary. The Secretary shall keep the Minutes of all meetings of the Homeowners' Association and of the Board and record all votes, and the Minutes of all proceedings, in books belonging to the Homeowners' Association. The Secretary shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board, and shall perform such other duties as the Board or the President may prescribe.

Section 7. Treasurer. The Treasurer shall have custody of the Association funds and securities; shall be responsible for keeping full and accurate financial records and books of account, showing all receipts and disbursements of the Association; shall prepare all required financial data; and shall be responsible for the deposit of all monies and other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board.

Section 8. Amendments to Declaration. The President and Secretary may prepare, execute, certify and record amendments to the Declaration and Master Deed, on behalf of the Association, subject to these By-Laws, the Declaration and Master Deed and the provisions of the Nebraska Condominium Act.

Section 9. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the appropriate officers of the Condominium or by such other person or persons who may be lawfully designated by the Board to sign such documents.

Section 10. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 11. Acceptance of Gifts. The Board may accept, on behalf of the Association, any contribution, gift, bequest or other property for the general purposes or for any special purpose of the Association.

Section 12. Compensation of Officers. No officer shall receive compensation from the Condominium for acting as such.

Section 13. Auditing. The books and accounts of the Association shall be audited annually by a Certified Public Accountant who is not a resident of the Condominium or a Co-Owner.

Section 14. Books and Records. The books, records and papers of the Homeowners' Association shall be subject to inspection by any Co-Owner during reasonable business hours.

## ARTICLE V      Committees

Section 1.      Appointment of Committees. The Board will designate and appoint one or more committees that may execute the directions of the Board in the management of the Condominium. However, no such committees shall have the authority of the Board to amend, change or alter these By-Laws or the Declaration of the North Gate Garden Estates Retirement Condominiums.

After the Board establishes the committees and outlines the responsibilities of each, they may direct the Administrator to assume the responsibility for implementation.

### Section 2.      Committee Definitions.

- a.      LAND AND BUILDING COMMITTEES are appointed by the Board of Directors to assist in the management and decisions which affect the land and building. This includes a limited number of committees, such as budget, long-range financial planning, personnel, building and hallway decor, Common Area policy, and Administrator's advisory committee, if and when the Administrator desires, as well as other responsibilities of the Board of Directors to operate the facility, as called for in the Declaration.
- b.      COMMITTEES FOR EXTRA-CURRICULAR ACTIVITIES are to be established by the Board of Directors or by the Administrator, if directed by the Board of Directors. These Committees will serve to promote the "Living Lifestyle" upon which North Gate Garden Estates is based. The committees will assure that the activities, amenities, services and programs which are implemented promote the positive philosophy of North Gate Garden Estates, as a place to come to live.

The following committees are some which should be organized. Other interests will prompt the organization of additional committees. Any two (2) committees may be combined into one (1) committee, if the Board or Administrator so determines that such combination is in the best interest of the Homeowners' Association.

### Activities and Programs

Food Service	Music
Party Room Usage	Library
Crafts	Woodworking Shop
Game/Pool Room	Walking
Exercise Room	Hospitality
Card Room	Volunteer
Garden-vegetable	Book Club
Flower Beds and Gardens	Calling Committee
Dinner Entertainment	Birthday Dinners
Memorial Committee	Owner Sales Advisory Committee
Extra-Curricular Committee	

- c. FOOD SERVICE COMMITTEE There are three (3) suggested methods for operation of the food service, any of which requires the input of a committee comprised of Co-Owners. The committee goal is to have quality food at affordable prices. The Developer will begin the food service, until the Co-Owners are ready to take over the responsibility. The three options are:

- (1) The Co-Owners, through the Food Service Committee, hire the food service management and staff.
- (2) Co-Owners can select a licensed caterer to bring in the food.
- (3) A qualified Food Service Manager can lease the kitchen and equipment and operate a "for profit" organization.

Section 3. Committee Membership. All members of committees pertaining to the management of the Building and Grounds must be Co-Owners in the North Gate Garden Estates Homeowners' Association. Volunteers who are not Co-Owners can serve on committees relating to Services and Programs, if appointed.

Section 4. Term of Office. Each member of a committee shall continue until a successor is appointed, the committee is terminated or the member resigns from the committee or ceases to qualify as a member thereof.

Section 5. Chairperson. The members of each committee shall elect its Chairperson.

Section 6. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as in the case of the original appointments.

Section 7. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum.

Section 8. Rules. Each committee may adopt rules for its own government, not inconsistent with these By-Laws, the Declaration or rules adopted by the Board.

## ARTICLE VI     Miscellaneous

Section 1. Definitions. The terms used in these By-Laws are defined as they are in the Declaration, except as otherwise specified herein.

Section 2. Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given, if delivered personally, distributed via in-house mailboxes, or if sent by mail with first-class postage prepaid:

- a. If to a Co-Owner, at the address which the Co-Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Co-Owner.
- b. If to the Homeowners' Association, the Board, or the Administrator, at the principal office of the Administrator or at such other address as shall be designated by notice in writing to the Co-Owners, pursuant to this section.

Section 3. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner, the validity, enforceability or effect of the balance of these By-Laws.

Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 5. Gender. The use of the masculine gender in these By-Laws includes the feminine gender, and the use of the singular includes the plural, whenever the context so requires.

#### ARTICLE VII     Amendments

Section 1. Amendments. Except as otherwise provided in this Section, these By-Laws may be modified or amended at any regular or special meeting of the Association, by an affirmative vote of the majority of all Co-Owners. Notice of the proposed amendment shall be given to each Co-Owner at least ten (10) days in advance of such meeting, and no amendment or modification may be adopted until after the first annual meeting of the Homeowners' Association has been held.

Section 2. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the Declaration and Master Deed or the Nebraska Condominium Act. A modification or amendment, once adopted, shall then constitute part of the official By-Laws of the Condominium, and all Co-Owners shall be bound to abide by such modification or amendment.

The above By-Laws are subject to, and a part of the Declaration and Master Deed for North Gate Garden Estates recorded December 9, 1994 as Instrument No. 94-5118 in the office of the Register of Deeds of Lancaster County, Nebraska. These By-Laws were adopted and amended as follows:

Adopted: December 6, 1994  
Amended: March 29, 1996  
          August 4, 1997  
          Dec 15, 1998

November 17, 1998  
(C:\WP\JUSTF\NGBYLAW.R7)

# North Gate Garden Estates By-Laws

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