

**SECOND AMENDED AND RESTATED
BYLAWS OF
THE LINDENS VILLA OWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to The Lindens Villa Owners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean the board of directors of The Lindens Villa Owners Association, Inc.

Section 3. "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 4. "Properties" shall mean and refer to all of Lots 1 through 30, inclusive, of The Lindens, a Replat of Lot 123 Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded, including all common greenways and parking areas, together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any one of the numbered Lots 1 through 30, inclusive, in The Lindens, a Replat of Lot 123 Linden Park, a Subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded.

Section 6. "Declaration" shall mean and refer to the "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions" applicable to the Properties, as recorded in the office of the Register of Deeds of Douglas County, Nebraska, as the same may be amended or modified from time to time.

Section 7. "Member" shall mean and refer to those persons and/or entities entitled to membership as provided in the Declaration.

**ARTICLE II
MEMBERS**

Section 1. Annual Meeting. The annual meeting of the Members shall be held no later than the last week of May of each year, for the purpose of electing directors and for the

transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Nebraska, such meeting shall be held on the next succeeding business day. Annual meetings shall be held in the principal office of the Association or at such other place, within the State of Nebraska, as shall be determined by the Board of Directors. The time of such annual meeting shall be determined by the Board of Directors and stated in the notice.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, the majority of the Board of Directors, or upon a written request signed by Members owning at least two-thirds (2/3) of the Lots in the Properties. Special meetings shall be held in Omaha, Nebraska at such place and at such date and time as shall be stated in the notice.

Section 3. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member of record. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the Member at the address appearing on the stock transfer books of the Association, postage prepaid.

Section 4. Fixing of Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than seventy (70) days and, in the case of a meeting of Members, not less than ten (10) days prior to the date on which the particular action, requiring such determination of Members, is to be taken. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 5. Voting Lists. The Secretary shall make, at least two (2) business days after notice is given of the meeting of Members, a complete record of the Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order with the address of each Member and the number of votes each Member is entitled to vote. For a period of ten (10) days prior to such meeting, the list shall be kept on file at the registered office of the Association and shall be subject to inspection by any Member at any time during usual business hours. Such record, or a duplicate thereof, shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 6. Quorum and Proxies. In order to ensure that a quorum is present for all meetings of the Members, and to allow for orderly management of the Association's affairs, each Lot Owner, upon purchase of a Lot, shall execute and deliver to the Association a continuing proxy prepared by the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific Member and shall be void if the Member personally attends that meeting to exercise the Member's right to vote. A Lot Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only.

The continuing proxy shall be voted by the President or Vice President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that Members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time until revoked in writing by the specific Lot Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be revocable and shall automatically cease when the Member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy that it operate as a continuing proxy designed to ensure a quorum at all meetings; provided, however in no event shall a proxy be valid for more than three (3) years from its date of execution.

Section 7. Voting. Subject to the provisions of Sections 8 and 9 of this Article 2, each Member entitled to vote shall be entitled to one vote on each matter voted on by the Members at a meeting of Members.

Section 8. Voting by Certain Holders. Votes of a Member may be cast by such Member's administrator, executor, guardian or conservator, either in person or by proxy, without a transfer of such Member's interest in the Association. Votes controlled by a trust may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote unless the membership interest in the Association is in the trustee's name.

Section 9. No Cumulative Voting. Cumulative voting shall not be permitted.

Section 10. Informal Action by Members. Any action required to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the proposed action to be taken, shall be signed by Members holding at least eighty percent (80%) of the voting power. Such consent shall have the same force and effect as a unanimous vote of Members and may be stated as such in any articles or document filed with the Secretary of State under applicable state law.

ARTICLE III **DIRECTORS**

Section 1. Number and Qualification. The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) voting directors. Each director must be an Owner of a Lot in the Properties and a Member of the Association. Although the number and qualifications of the directors may be changed from time to time by amendment to these Bylaws, no change shall affect the incumbent directors during the terms for which they were elected.

Section 2. Election and Tenure. At the first meeting of the Members and at each annual meeting thereafter, the Members shall elect directors who shall hold office until the next succeeding annual meeting and until their successors have been elected and qualified unless their service is earlier terminated because of death, resignation or removal.

Section 3. Vacancies. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or a special meeting of Members called expressly for that purpose. Vacancies caused by any other cause may be filled

by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4. Removal. At a meeting of the Members called expressly for that purpose, directors may be removed in the manner hereinafter provided. Any director, or the entire Board of Directors, may be removed, with or without cause, by a vote of the holders of a majority of the votes then entitled to be cast at an election of directors.

Section 5. Quorum. A majority of the number of directors fixed by the Bylaws shall constitute a quorum for the transaction of any business at any meeting of the Board of Directors; provided, in no event shall a quorum consist of less than one-half (1/2) of the number of directors fixed by the Bylaws. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a quorum is present at any meeting, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6. Annual Meeting. The annual meeting of the Board of Directors shall be held without notice other than this Bylaw immediately following adjournment of the annual meeting of Members and shall be held at the same place as the annual meeting of Members unless some other place is agreed upon by vote of a majority of the elected Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the directors then in office, and shall be held at the principal office of the Association or at such other place, within the State of Nebraska, and at such date and time, as the notice may state.

Section 8. Notice. Notice of the date, time and place of special meetings shall be mailed to each director at his or her last known address at least three (3) days prior to the date of holding these meetings. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 9. Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or of any committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote. The consent may be executed by the directors in counterparts.

Section 10. Voting. At all meetings of the Board of Directors, each director shall have one vote.

Section 11. Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the

adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 12. Compensation. No director shall receive compensation for any services rendered to the Association in his or her capacity as a director; provided, however, that by resolution of the Board of Directors, the directors may be paid their reasonable, actual expenses, if any, incurred in the performance of official duties. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefor.

Section 13. Committees. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, appoint an executive committee and one or more other committees, each committee to consist of two or more directors of the Association, which committees shall, to the extent permitted by law, have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Association as shall be delegated to them.

Section 14. Telephonic Meetings. Members of the Board of Directors or any committee appointed by the Board of Directors may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have, in addition to those powers under Nebraska law, the power to:

- (a) Adopt and publish rules and regulations governing the personal conduct of the Members and their guests and invitees, and to establish penalties for the infraction thereof;
- (b) Suspend any Member's voting rights and right to receive Association benefits during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (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 Bylaws, the Articles of Incorporation, or the Declaration; and
- (d) Employ a manager, an independent contractor, and such other employees and agents, which individual or entity may also be a Member of the Board of Directors, as the Board may deem necessary, and to prescribe their duties and set their compensation.

Section 2. Duties. It shall be the duty, in addition to those duties under Nebraska law, of the Board of Directors to:

- (a) Cause to be kept a complete record of all of its acts and of the corporate affairs at the registered office and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association; and see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) Commence collection activities against any Lot or Owner for unpaid assessments more than 30 days delinquent. If less severe collection procedures do not compel the payment of the delinquent assessments, the Board shall foreclose the lien against any Lot charged with the assessment or shall bring an action against the Owner personally obligated for the assessment, as in the discretion of the Board is most effective and expedient.
- (d) Issue, or 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 of the issuance of any such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on the property owned by the Association and liability insurance for the Board of Directors; and
- (f) Perform any other acts necessary to carry out the obligations of the Association, including maintenance of the grounds, common areas and parking areas in the Properties.

ARTICLE V

OFFICERS

Section 1. Number and Qualification. The officers of the Association shall be a President, one or more Vice Presidents (as the Board of Directors shall determine), a Secretary and a Treasurer and such other officers and agents as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person, provided, however, that no person shall at the same time hold the offices of President and Secretary, or President and Vice President.

Section 2. Election and Tenure. The officers of the Association shall be elected by the Board of Directors at its annual meeting. Each officer shall hold office for a term of one year or until his or her successor shall have been duly elected and shall have become qualified, unless his or her service is terminated sooner because of death, resignation or otherwise.

Section 3. Resignation and Removal. Any officer may resign at any time by giving written notice to the Secretary of the Association. Such resignation shall take effect upon delivery thereof, 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. Any officer or agent of the Association elected or appointed by the Board of Directors, may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any such resignation or removal shall be without prejudice to the contract rights, if any, of the person so resigned or removed, nor shall such resignation or removal adversely affect such person's membership on the Board of Directors, if any. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. Vacancies occurring in any office by reason of death, resignation or otherwise may be filled by the Board of Directors at any meeting.

Section 5. Duties and Authority of Officers.

- (a) President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- (b) Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice President (or in the event there shall be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or the absence of any such designation then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign and shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.
- (c) Secretary. The Secretary shall attend and keep minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be the custodian of the corporate records, keep a register of the post office

address of each Member which shall be furnished to the Secretary by such Member, have general charge of the corporate minute books of the Association, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors. As a courtesy, the Secretary shall deliver a brief written summary of the Declaration to each new Lot Owner by no later than thirty (30) days after such Owner has moved into their dwelling.

- (d) Treasurer. The Treasurer shall have charge and custody and be responsible for all funds and securities of the Association, receive and give receipts for all securities and monies due and payable to the Association from any source whatsoever, deposit all such monies in the name of the Association in such banks, trust companies, or in other depositories as shall be collected in accordance with the provisions of these Bylaws, keep statements and books of account, income and expenditures, prepare an annual budget, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors; provided, however, that if the Board of Directors authorizes any third party to perform any of the duties of the Treasurer described herein, then the Treasurer shall be responsible for overseeing such third party in the performance of such duties, and shall provide such reports as the Board of Directors may request relating to the performance by such third party of said duties. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.
- (e) Assistant Secretary and Assistant Treasurer. The Assistant Secretary shall, in the absence of the Secretary or in the event of his or her death, inability or refusal to act, perform the duties of Secretary and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. The Assistant Treasurer shall, in the absence of the Treasurer or in the event of his or her death, inability or refusal to act, perform the duties of Treasurer and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. The Assistant Treasurer shall, if required by the Board of Directors, give bonds for the faithful discharge of his or her duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretary and Assistant Treasurer, in general, shall perform such duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or the Board of Directors.

ARTICLE VI

BOOKS AND RECORDS

The books, records of account and minutes of the proceedings of its Members, Board of Directors and committees having the authority of the Board of Directors and papers of the Association shall be kept and retained at all times, during reasonable business hours, subject to

inspection by any Member. The Declaration shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE VII **BANK ACCOUNT**

The funds of the Association shall be deposited in such banks, trust funds or depositories as the Board of Directors may designate and shall be withdrawn upon the signature of the President and/or upon the signatures of such other person or persons as the directors may by resolution authorize.

ARTICLE VIII **INSURANCE**

Section 1. On behalf of the Association, the Board of Directors may, from time to time, in its discretion, offer to purchase and provide physical property coverage insurance with respect to the improvements (residential structures and related structures) on each Lot in the Properties (hereinafter "Optional Insurance"). The terms and conditions of such insurance, including but not limited to amount of coverage and allocation of deductibles and premiums, shall be as determined by the Board of Directors. If the Board of Directors determines to provide such insurance, it shall notify each Lot Owner in writing prior to obtaining such insurance. If the Board of Directors determines to provide such insurance, each Lot Owner may elect to either accept such insurance or decline such insurance, and shall notify the Board of Directors within the time frame specified therefor by the Board of Directors in its notice to Lot Owners. If the Association is unable, or chooses not to provide physical property coverage insurance with respect to the improvements on an Owner's Lot, or if the Owner declines such insurance offered by the Association, the Owner shall submit evidence of insurance obtained by such Owner covering the full replacement value of the improvements on such Owner's Lot to the Board of Directors of the Association annually, and no later than thirty (30) days following the anniversary date of the Owner's purchase of the Lot, or the effective date of the insurance policy.

With respect to common areas in the Properties, the Association shall purchase and provide comprehensive general liability coverage insurance, against any other hazards and in such amounts as shall be determined necessary by the Board of Directors of the Association. In addition, the Association may purchase such additional insurance against any additional hazards which may be deemed appropriate by the Board of Directors. The above insurance shall not cover the personal property of any Owner of any Lot, it being the Owner's responsibility to provide such insurance coverage for the Owner's protection.

The Association, in addition to the foregoing, shall provide directors and officers liability coverage insurance for the Association, for its officers, and for the members of the Board of Directors. Finally, if the Association has any employees of any nature, the Association shall purchase and provide Worker's Compensation insurance for all employees who may come within the scope of Nebraska Worker's Compensation laws. Insurance premiums, with the exception of premiums for the Optional Insurance, shall be assessed uniformly among the Association's membership. Premiums for the Optional Insurance shall be assessed to those Owners for whom such Optional Insurance was obtained, in the manner determined by the Board of Directors.

Section 2. Each Lot Owner may obtain such additional insurance for the individual Owner's benefit and at such Owner's own expense as may be deemed necessary by the Lot Owner, including coverage for specific improvements and betterments in the Owner's unit, personal liability, specific personal property items, and the co-insurance provision of the full replacement cost, along with any exclusions of the insurance coverage from any master policy that may be provided by the Association.

Section 3. The Association is hereby irrevocably appointed as agent for each Owner of each and every Lot in the Property and for the holder of any mortgage on any Lot in the Property, to adjust any and all claims arising under insurance policies purchased by the Association on the improvements on the Property, and to execute and deliver releases upon payment of claims without joinder by any such Owner or mortgagee. All insurance proceeds received from insurance policies purchased by the Association shall be applied toward repairing the damage covered by such insurance, provided that reconstruction or repair shall not be compulsory where the damage exceeds two-thirds (2/3) of the value of all the buildings and improvements on all of the Lots covered by such insurance.

The deductible portion of any applicable master insurance policy purchased by the Association shall be borne equally by the Owners of those Lots which have suffered the loss. Should such Owners elect not to rebuild, in accordance with this Section 3, the insurance proceeds shall be credited to each Owner in accordance with such Owner's prorata share of the loss as sustained from the casualty for which the proceeds shall be payable. Such sums shall be first applied toward satisfaction of any recorded first mortgage, first deed of trust, or initial purchase money security device against such Lots, next applied toward satisfaction of junior recorded liens in order of their priority, next towards the cost of razing the improvements or any remnants thereof from said Lots, and the filling and leveling of any of said Lots, as needed, and the remainder shall then be paid to such Owners of such razed Lots on a prorata basis.

ARTICLE IX

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of delinquency at the highest legal rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the Lot through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. Should any part of any assessment remain unpaid for more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of such assessment for said year to be immediately due and thereafter delinquent. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or transfer of such Owner's Lot except as set forth in writing by the Board of Directors.

ARTICLE X

AMENDMENTS

Except as otherwise provided by law or by specific provisions of these Bylaws, the Bylaws may be amended or repealed by a vote of the majority of the Members at any annual, regular or special meeting of the Members.

ARTICLE XI
FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year of the Association shall begin with the date of incorporation.

ARTICLE XII
WAIVER OF NOTICE

Whenever any notice is required to be given to any Member or director of the Association under the provisions of the Articles of Incorporation, these Bylaws or the Nebraska Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS, OFFICERS
EMPLOYEES AND AGENTS

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a director, officer, employee or agent of the Association against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association.

To the extent permitted by law, the Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article 13 shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article 13 be deemed to prohibit the Association from extending its indemnification to cover

other persons or activities to the extent permitted by law or pursuant to any provision in the Bylaws.

ARTICLE XIV
PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No Director, officer, or employee of or Member of a committee of or person connected with the Association, or any other private individual shall receive any of the net earnings or pecuniary profit from the operations of the Association; provided, however, this provision shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in effecting any of its purposes as shall be fixed by the Board of Directors, and no such person or persons shall be entitled to share in the distribution of any of the Association assets upon the dissolution of the Association.

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CERTIFICATION OF SECRETARY OF

THE LINDENS VILLA OWNERS ASSOCIATION, INC.

I, Winnie Holm, as Secretary of The Lindens Villa Owners Association, Inc. hereby certify that on the 2nd day of May, 2017, at a duly held meeting of the Members of The Lindens Villa Owners Association, Inc., called by the Directors of said Association in a proper written notice of the time, place, and purpose of said meeting, there being a quorum present, the following resolution recommended by the Board of Directors was voted on by the Members and accepted by a majority of the Members present in person or by proxy at said meeting:

RESOLVED, that the foregoing Second Amended and Restated Bylaws be and hereby are adopted by The Lindens Villa Owners Association, Inc.

Winnie Holm
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Certification of Secretary of The Lindens Villa Owners Association, Inc., was acknowledged before me this 13th day of June, 2017, by Winnie Holm, as Secretary of The Lindens Villa Owners Association, Inc., a Nebraska Non-Profit Corporation, on behalf of the Corporation.

Marva M. Holt
Notary Public

My Commission expires: 8/29/19

