



RETURN TO: Mike Rierden
645 M Street #200
Lincoln, Nebraska 68508

DECLARATION/MASTER DEED

NORTH 35TH STREET CONDOMINIUM

The undersigned (Declarant) **HERBERT J. LAVIGNE FAMILY FOUNDATION**, a Nebraska non-profit corporation, creates a condominium this 2nd day of September 2015, in the manner established by the Nebraska Condominium Act.

1. Names. The name of the Condominium is North 35th Street Condominium. The name of the Association is North 35th Street Condominium Association, an unincorporated Association to be controlled by an Executive Board consisting of the record owners of the Units described herein.
2. Description. The Condominium is situated in Lancaster County on the real estate ("Property") as shown on Exhibit "A" and more particularly described in Exhibit "B" which are attached hereto and incorporated herein.
3. Identification of Units. The number of Units to be created initially is three (Unit A, Unit B and Unit C) as illustrated on Exhibit "A". The boundaries of each Unit, including the Unit's identifying number and legal description, are also as set forth in Exhibits "A" and "B".
 - 3.1 Common Elements. The common elements, if any, are all portions of the Condominium other than the Units as shown on Exhibit "A". Common elements may include grass area, shared sidewalk, driveways and parking. Allocation of ownership interest in the common area, if any, is shown on Exhibit "D" which is attached hereto and incorporated herein.
 - 3.2 Limited Common Elements. The limited common elements , if any, are as shown on Exhibit "A".

4. Easements.

4.1 Non-exclusive Easements. In addition to the easements provided by the Nebraska Condominium Act, easements of record and elsewhere provided herein and in the exhibits attached hereto, the Association and each Unit Owner shall have the following non-exclusive easements which will run with the land.

4.1.1 Utility Easements. Utility easements to the Property as may be required for utility installation, maintenance, service and repair in order to adequately serve the Units, common elements and limited common elements.

4.1.2 Ingress and Egress Easements. Easements for ingress and egress to and from public right-of-way.

4.1.3 Maintenance Easements. Easements for service, alteration and maintenance, including snow removal and repairs of the Ingress and Egress Easement set forth in paragraph 4.1.2 above. The Owners of each Unit shall share the responsibility of splitting the cost, on an equal basis, of said service, alteration, and maintenance of said Easement area.

5. Reserved Rights to Declarant. Declarant reserves special rights in this Declaration. Without restricting or limiting the special rights of the Declarant as otherwise stated in the Declaration, the Declarant reserves and/or creates the following special rights:

5.1 to subdivide any Unit owned by Declarant.

6. The Units; Ownership; Rights and Responsibilities. Ownership of the Units and the rights and responsibilities of the Unit Owners shall be pursuant to this Declaration and any Rules and Regulations adopted in the future ("Condominium Documents") and shall be subject to the following provisions:

6.1 Condominium Unit. Each Unit, which may be held in fee, or any other estate recognized by law and may be conveyed or encumbered subject to the provisions of this Declaration and shall include the following appurtenances:

6.1.1 An undivided interest in the general common elements, if any;

6.1.2 An undivided interest in any limited common elements, if any, associated with such Unit;

6.1.3 The right to use, occupy and enjoy the common elements, if any, associated with such Unit;

6.1.4 The easements described in section 4 above; and

6.1.5 Membership in the Association and representation on the Executive Board.

6.2 Restraint Against Separation.

6.2.1 The undivided share in the common elements and/or limited common elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.

6.2.2 A share in common elements or limited common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

6.2.3 The shares in the common elements and limited common elements appurtenant to Units shall remain undivided and no action for partition of the common elements or limited common elements shall be available.

6.3 Waiver. Each Unit Owner, by acceptance of a deed conveying a unit to such owner, waives the requirements of Neb Rev. Stat. § 76-878 to 76-894, if applicable.

6.4 Allocations: Liability for Common Elements Expenses.

6.4.1 In General. Each Unit Owner shall have an undivided interest in the common elements of the Property and shall have one vote on the Executive Board however, if a Unit is owned by multiple parties, voting rights shall nonetheless be limited on a per Unit basis.

6.4.3 Liability for Common Elements Expenses. Each Unit Owner shall be liable for one half of the expenses of the general common elements of the Property.

6.5 Liability for Limited Common Element Expenses. Each Unit Owner shall be liable for a proportionate share of expenses for each limited common element, if any, associated with such Unit in proportion to the benefit conferred upon the Unit by such limited common element. When the limited common element benefits two or more Units equally, then the allocation shall be the proportion that the allocated interest of the benefited Unit bears to the sum of the allocated interests for all Units benefited by the limited common element.

6.6 Easements and Restrictions of Record. Each Unit Owner shall be bound by and subject to all easements and restrictions of record against the Property.

6.7 Separate Taxation of Units. Each Unit will be separately assessed/taxed by the County Treasurer and Assessor of Lancaster County, Nebraska.

7. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Property, and restrictions upon the alteration and improvements thereon, shall be pursuant to the Condominium Documents and the following provisions:

7.1 Unit. It shall be the responsibility and expense of the Owner of record of the Unit to:

7.1.1 maintain, repair and replace, when necessary, at such owner's expense and without disturbing or impairing the rights or property of others, all exterior portions of that owner's Unit including any structures upon said Unit.

7.2 General Common Elements. The maintenance, repairs and alterations of the common elements, if any, shall be the responsibility of the Association, at its expense.

7.3 Limited Common Elements. The maintenance, repairs and alterations of the limited common elements, if any, shall be the responsibility of the Association and shall be at the expense of the Unit Owners benefited by such limited common elements.

7.4 Alterations and Improvements by the Association. Alterations and/or improvements of common elements or limited common elements, other than customary maintenance and repair or replacements, may be undertaken by the Executive Board with the approval of a majority of the voting rights of the Unit Owners against whom such improvements will be assessed.

8. Assessments. The making and collection of assessments against Unit Owners for expenses shall be the responsibility of the Association through the Executive Board pursuant to the Condominium Documents and subject to the following provisions:

8.1 Share of Common and Limited Common Expense. Each Unit Owner shall be assessed according to the allocated interest shown on Exhibit "C" of this Declaration and the provisions herein. Such assessments shall include, but not be limited to: (1) all sums lawfully assessed by the Association and/or government entities, against Unit Owners or associations; (2) expenses of administration, insurance, maintenance, repairs or replacement of common

elements and limited common elements; and (3) assessments imposed by the Executive Board of the Association.

8.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate established by law, unless otherwise determined by the Executive Board, from the date when due until paid. All payments upon accounts shall be first applied to interest and then to assessment payment first due.

8.3 Lien for Assessments. When shown of record, each assessment shall be a lien against the Unit Assessed.

9. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decisions shall be expressed by the same person who would cast a vote for the Unit on behalf of such Unit Owner at an Association meeting.

10. Use Restrictions. Use of the Property shall be in accordance with the following provisions and these restrictions shall be covenants running with the land:

10.1 Units. Except as reserved to Declarant, no Unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected. Each Unit Owner may transfer his/her Unit without restrictions.

10.2 Common Elements and Limited Common Elements. The common elements and limited common elements shall be used for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of the Units.

10.3 Nuisances. No nuisances shall be allowed upon the Property nor any use or practice which interferes with the peaceful possession and property use of the Property by its occupants. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the common elements or limited common elements that will increase the cost of insurance upon the Property, or the maintenance thereof.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies

for maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

10.5 Rules and Regulations. Reasonable rules and regulations concerning the use of the Property may be adopted and amended from time to time by the Executive Board. Copies of such rules and regulations as amended shall be furnished by the Association to all Unit Owners and occupants of the Property upon request.

11. Protective Provisions for the Benefit of Institutional Lenders. Anything to the contrary in this Declaration notwithstanding, the following shall apply with respect to each Institutional Lender.

11.1 Any lien the Association may have on any Unit in the Condominium for the payment of assessments attributable to such Unit is subordinate of the lien or equivalent security interest of any first security lien or interest held by an Institutional Lender on the Unit recorded prior to the date any such assessments become due.

11.2 Any Institutional Lender shall upon request have the right to:

11.2.1 inspect the books and records of the Association during normal business hours; and

11.2.2 receive notice of any default in the payment of any assessment installments which are more than sixty (60) days in arrears.

11.3 If any Unit or portion thereof, or the common elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then every Institutional Lender holding a first mortgage or deed of trust on a Unit so affected is entitled to timely written notice from the Association of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution of the proceeds of any award or settlement allocable to such Unit(s).

11.4 Any Institutional Lender who obtains title to a Unit as a result of foreclosure of the first mortgage/deed of trust or by deed or assignment in lieu of foreclosure, or any purchaser of a Unit in such a foreclosure sale, or their respective successors and assigns, shall not be liable for the share of assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to such Unit or chargeable to the former Unit Owner which became due prior to such acquisition of title. Such unpaid share of assessments shall be deemed to be Common

Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

12. Compliance. Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents, and all of such as they may be amended from time to time. Failure of a Unit Owner to comply with the provisions of the Condominium Documents shall entitle the Association or other Unit Owners to the relief provided herein in addition to the remedies provided by the Nebraska Condominium Act. Each Unit Owner shall be governed by and shall comply with the following provisions:

12.1 Negligence. Neither the Association nor Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by their negligence or by that of any member of their family or other guests, employees, agents, lessees or occupants if such expense is caused by damage of a type covered by a standard policy of fire and extended coverage insurance.

12.2 No Waiver of Rights. The failure of the Association, the Declarant or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Property Act or the Condominium Documents shall not constitute a waiver of the rights to do so thereafter, unless such waiver is explicit, such as the waiver set forth in Section 6.3 of this Declaration.

12.3 Limitations on Mortgagee Liabilities. Where the mortgagee of a mortgage of record, beneficiary of a Deed of Trust, or the purchaser or purchasers of a Unit, obtains title to the Unit as a result of foreclosure of a mortgage, sale by Trustee to satisfy an obligation of Deed of Trust, or by voluntary conveyance in lieu of such foreclosure or sale, said mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such Unit, chargeable to the former Unit Owner of such Unit, which became due prior to the acquisition of title by said mortgagee or purchase as a result of foreclosure or trustee's sale or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the Unit Owners, including the mortgagee or its successors or assigns. The waiver of liability granted herein for the payment of past-due assessments shall not apply to any Unit Owner who holds a purchase money mortgage or land contract.

13. Amendments to the Declaration. Except as elsewhere provided otherwise, this Declaration may be amended in accordance with the Nebraska Condominium Act by vote or agreement of all Unit Owners.

14. Termination. West South Street Condominium may be terminated by agreement of all Unit Owners, in the manner provided by the Nebraska Condominium Act. Termination shall be subject to the following provisions:

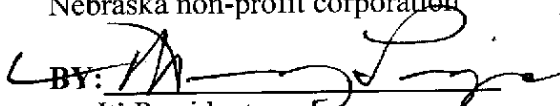
14.1 Agreement. Termination of the Condominium shall be evidenced by a termination agreement signed by all Unit owners, which shall become effective upon being recorded in the office of the Register of Deeds of Lancaster County, Nebraska

15. Exhibits. The Exhibits referenced in this Declaration are incorporated herein by such references.

16. Interpretation; Severability. This Declaration shall be interpreted wherever possible to be in accordance with the Nebraska Condominium Act. Where not so possible, that portion of the Declaration shall be deemed invalid and the provisions of the Act shall control. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration shall not affect the validity of the remaining portions.

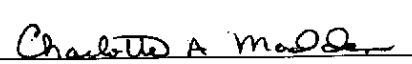
IN WITNESS WHEREOF the Declarant has executed this Declaration the day and year first written.

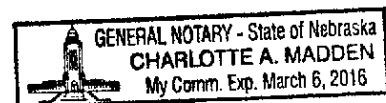
HERBERT J. LAVIGNE
FAMILY FOUNDATION, a
Nebraska non-profit corporation

BY: 
It's President

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

The foregoing Declaration was acknowledged before me on the 2nd day of September 2015, by **HERBERT J. LAVIGNE**, President of **HERBERT J. LAVIGNE FAMILY FOUNDATION.**, a Nebraska non-profit corporation, Declarant as the voluntary act and deed of said corporation.


Notary Public

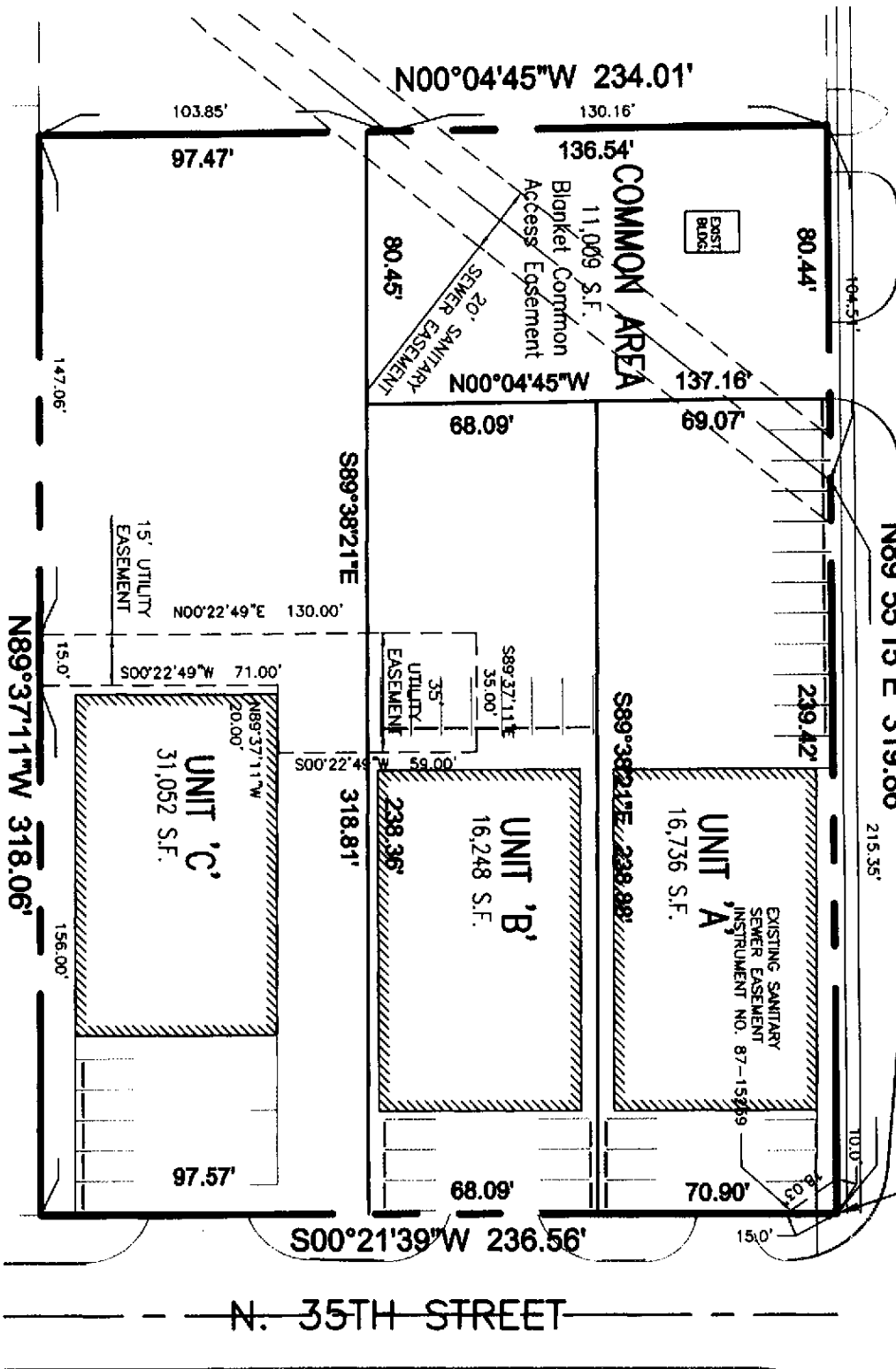


NORTH 35TH STREET CONDOMINIUM REGIME

GLADSTONE STREET

EXHIBIT 'A'

P.O.B.

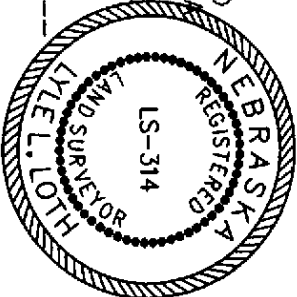


SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM REGIME WAS PREPARED UNDER MY SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Signed this 25th day of August, 2015

Lyle L. Loth
Lyle L. Loth, L.S. 314



NORTH
SCALE 1" = 50'



REGA

ENGINEERING GROUP, INC.

801 OLD CENEY RD., SUITE 'A'
LINCOLN, NEBRASKA 68512
(402) 484-7342

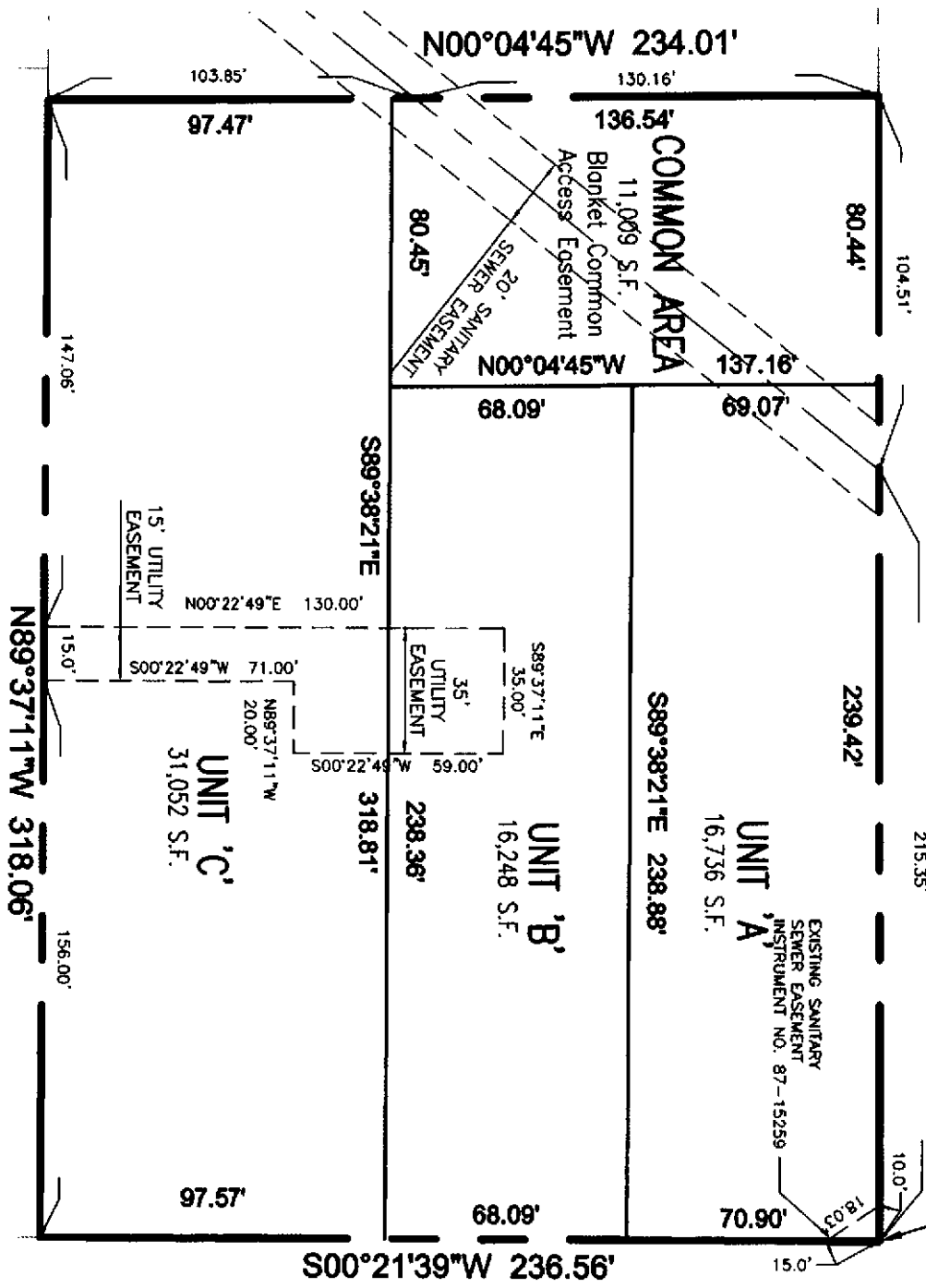
- ENGINEERING
- PLANNING
- SURVEYING

NORTH 35TH STREET CONDOMINIUM REGIME

GLADSTONE STREET EXHIBIT 'B'

N89°55'15"E 319.86'

P.O.B.

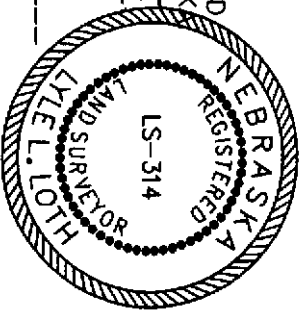


SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM REGIME WAS PREPARED UNDER MY SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA

Signed this 25th day of August, 2015

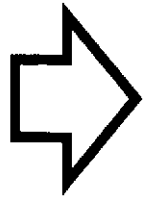
Lyle L. Loth
Lyle L. Loth, L.S. 314



601 OLD CHERNEY RD., SUITE 'A'
LINCOLN, NEBRASKA 68512
(402) 484-7342

REGA
ENGINEERING
GROUP, INC.

- ENGINEERING
- PLANNING
- SURVEYING



NORTH
SCALE 1" = 50'

NORTH 35TH STREET CONDOMINIUM REGIME EXHIBIT 'C'

OVERALL LEGAL DESCRIPTION

Lot 2, Lavigne Addition, located in the Southeast Quarter of Section 7, T. 10 N., R. 7 E. of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, described as follows:

BEGINNING at the northeast corner of said Lot 2;
Thence S00°21'39"W along the east line of said Lot 2, a distance of 236.56 feet;
Thence N89°37'11"W along the south line of said Lot 2, a distance of 318.06 feet;
Thence N00°04'45" W along the west line of said Lot 2, a distance of 234.01 feet;
Thence N89°55'15"E along the north line of said Lot 2, a distance of 319.86 feet to the POINT OF BEGINNING and containing a calculated area of 75,045 square feet.

UNIT 'A'

A portion of Lot 2, Lavigne Addition, located in the Southeast Quarter of Section 7, T. 10 N., R. 7 E. of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, described as follows:

BEGINNING at the northeast corner of said Lot 2;
Thence S00°21'39"W along the east line of said Lot 2, a distance of 70.90 feet;
Thence N89°38'21"W, a distance of 238.88 feet;
Thence N00°04'45" W, a distance of 69.07 feet;
Thence N89°55'15"E along the north line of said Lot 2, a distance of 239.42 feet to the POINT OF BEGINNING and containing a calculated area of 16,736 square feet.

UNIT 'B'

A portion of Lot 2, Lavigne Addition, located in the Southeast Quarter of Section 7, T. 10 N., R. 7 E. of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the northeast corner of said Lot 2; Thence S00°21'39"W along the east line of said Lot 2, a distance of 70.90 feet to the POINT OF BEGINNING;
Thence continuing S00°21'39"W along the east line of said Lot 2, a distance of 68.09 feet;
Thence N89°38'21"W, a distance of 238.36 feet;
Thence N00°04'45" W, a distance of 68.09 feet;
Thence S89°38'21"E, a distance of 238.88 feet to the POINT OF BEGINNING and containing a calculated area of 16,248 square feet.

UNIT 'C'

A portion of Lot 2, Lavigne Addition, located in the Southeast Quarter of Section 7, T. 10 N., R. 7 E. of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the northeast corner of said Lot 2; Thence S00°21'39"W along the east line of said Lot 2, a distance of 138.99 feet to the POINT OF BEGINNING;
Thence continuing S00°21'39"W along the east line of said Lot 2, a distance of 97.57 feet to the southeast corner of said Lot 2;
Thence N89°37'11"W along the south line of said Lot 2, a distance of 318.06 feet;
Thence N00°04'45" W along the west line of said Lot 2, a distance of 97.47 feet;
Thence S89°38'21"E, a distance of 318.81 feet to the POINT OF BEGINNING and containing a calculated area of 31,052 square feet.

COMMON AREA

(Blanket Common Access for Units 'A' & 'B')

A portion of Lot 2, Lavigne Addition, located in the Southeast Quarter of Section 7, T. 10 N., R. 7 E. of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, described as follows:

Commencing at the northeast corner of said Lot 2; Thence S89°55'15"W along the north line of said Lot 2, a distance of 239.42 feet to the POINT OF BEGINNING;
Thence S00°04'45"E, a distance of 137.16 feet;
Thence N89°38'21"W, a distance of 80.45 feet;
Thence N00°04'45" W along the west line of said Lot 2, a distance of 136.54 feet;
Thence N89°55'15"E, a distance of 80.44 feet to the POINT OF BEGINNING and containing a calculated area of 11,009 square feet.

EXHIBIT "D"

ALLOCATION OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS

UNIT NUMBER

OWNERSHIP INTEREST

UNIT A
UNIT B
UNIT C

33.3 %
33.3 %
33.3 %

no
16035570