

9292

DECLARATION

The undersigned (declarant) creates a condominium in the manner established by the Nebraska Condominium Act.

1. NAMES: The name of the Condominium is Cotner Place Condominiums, a condominium. The name of the association is Cotner Place Condominiums, Inc., a nonprofit corporation.

2. DESCRIPTION: The condominium is situated in Lancaster County on the following described real estate:

Lots 7, 8, and 9, Block 50, and Lot 3, Block 55, Bethany Heights, Lincoln, Lancaster County, Nebraska.

3. NUMBER OF UNITS: The anticipated number of units to be created, either initially or by the exercise of special declarant rights, is 16.

4. BOUNDARIES: The boundaries of each unit, including the unit's identifying number, are shown on exhibit "A" (plat and plan). The boundaries are the unfinished surface of the walls, the unfinished surface of the floor, the unfinished surface of the ceiling, and the extension of those surfaces where the unit includes unenclosed space.

Each unit shall also include a garage. The boundaries and identifying letter of each garage which are shown on Exhibit "A". The boundaries of garages are the unfinished surface of the walls, the unfinished surface of the floor, and the unfinished surface of the ceiling. The garage included as a portion of each unit shall be as follows:

- a. Unit No. 1 of building No. 1 includes Garage 3 of building No. 1.
- b. Unit No. 2 of building No. 1 includes Garage 6 of building No. 1.
- c. Unit No. 3 of building No. 1 includes Garage 3 of building No. 4.

9272

- d. Unit No. 4 of building No. 1 includes Garage 5 of building No. 1.
- e. Unit No. 5 of building No. 1 includes Garage 4 of building No. 1.
- f. Unit No. 6 of building No. 1 includes Garage 2 of building No. 1.
- g. Unit No. 7 of building No. 1 includes Garage 1 of building No. 1.
- h. Unit No. 1 of building No. 2 includes Garage 1 of building No. 3.
- i. Unit No. 2 of building No. 2 includes Garage 2 of building No. 3.
- j. Unit No. 1 of building No. 5 includes Garage 4 of building No. 4.
- k. Unit No. 1 of building No. 6 includes Garage 1 of building No. 4.
- l. Unit No. 2 of building No. 6 includes Garage 2 of building No. 4.
- m. Unit No. 1 of building No. 7 includes Garage 1 of building No. 7.
- n. Unit No. 1 of building No. 8 includes Garage 1 of building No. 8.
- o. Unit No. 2 of building No. 8 includes Garage 2 of building No. 8.
- p. Unit No. 3 of building No. 8 includes Garage 3 of building No. 8.

5. COMMON ELEMENTS: The common elements are all portions of the condominium other than the units. The limited common elements, other than as shown on exhibit "A", are:

- a. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the boundaries of a unit, any portion serving only that unit is a limited common element allocated to that unit, and any portion serving more than one unit or any portion of the common elements is a part of the common elements.
- b. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located

92 92

outside the unit's boundaries, are limited common elements allocated to that unit.

6. SPECIAL DECLARANT RIGHTS: The declarant may use any unit owned or leased by the declarant as a model, sales office or management office.

7. ALLOCATED INTERESTS: The allocated interests are shown on exhibit "B". The formula used to establish the allocated interests is the ratio which the number of square feet of floor area within the boundaries of each unit (excluding garages) bears to the total number of square feet within the boundaries of all units (excluding garages). The formula to be used to establish the allocated interests, after any units are added to or withdrawn from the condominium, is the same.

8. CONVEYANCES: Any unit may be conveyed or encumbered, subject to the provisions of this Declaration.

9. SUBDIVISION: With the written approval of the Executive Board, units may be combined or divided and incorporated within the boundaries of one or more other units. However, no division of any unit shall increase the total number of units. Upon approval, the Executive Board shall record an Amendment to this Declaration, and the allocated interests shown on exhibit "A" shall be reallocated. The expense of preparation of the Amendment, reallocation of the allocated interests, and recording fees shall be assessed against the units affected.

10. MAINTENANCE AND IMPROVEMENT OF UNITS: Each unit shall be maintained by the unit owner. Each unit owner shall promptly report to the Executive Board any need for repairs for which the association is responsible. Notwithstanding the general provisions for maintenance, the Executive Board may establish specific maintenance responsibilities which shall be uniform as to all units.

9292

A unit owner may make any improvements or alterations to the unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium. A unit owner may not change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the condominium, without the written approval of the association.

11. USE OF UNITS: No unit shall be used other than for residential purposes.

12. NUISANCE: No noxious or offensive activity shall be permitted within any unit, or anything which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining units.

13. PETS: No animals of any kind shall be kept in any unit for any commercial purpose. The Executive Board may establish rules governing pets which may be kept in any unit, including prohibition of all pets or removal of any pet which becomes an annoyance to other unit owners.

Pets shall not be permitted upon the common elements unless leashed and accompanied by an adult. Each unit owner shall indemnify the association, all other unit owners and the declarant against any liability arising from maintaining a pet.

14. EASEMENTS FOR SUPPORT: Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

15. ADVERTISING: No advertising signs, billboards, or other advertising devices shall be permitted on the units or common elements. However, the declarant reserves the right to maintain on the common elements such advertising signs as may comply with applicable governmental regulations.

9292

The reservation of rights in this paragraph shall be applicable to any real estate added to the condominium. The rights reserved under this paragraph shall terminate at such time as the declarant has conveyed all units to unit owners other than the declarant.

16. ASSOCIATION: Cotner Place Condominiums, Inc. (association) has been incorporated in Nebraska to provide for the management of the condominium.

17. MEMBERSHIP: Every person or entity who becomes a unit owner shall be a member of the association. Any person who holds an interest in a unit merely as security for an obligation shall not be a member.

18. DECLARANT CONTROL: Declarant shall control the association and may appoint and remove the officers and members of the Executive Board until the earlier of:

- a. Sixty days after conveyance of 90% of the units which may be created to unit owners other than a declarant; or
- b. two years after declarant has ceased to offer units for sale in the ordinary course of business.

Not later than sixty days after conveyance of 25% of the units which may be created to unit owners other than a declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected exclusively by unit owners other than the declarant. Not later than sixty days after conveyance of 50% of the units which may be created to unit owners other than a declarant, not less than 33 1/3% of the members of the Executive Board shall be elected exclusively by unit owners other than the declarant.

Not later than the termination of the period of declarant control, the unit owners shall elect an Executive Board of at least three members, at least a majority of whom shall be unit owners. The Executive Board shall elect the officers. The

9292

Executive Board members and officers shall take office upon election.

One vote may be cast, for the election of members of the Executive Board, for each unit.

19. MAINTENANCE OF COMMON ELEMENTS: The association shall maintain all common elements and shall have the right to enter any unit at reasonable times to perform maintenance.

20. EXTERIOR SURFACES: The association may maintain any exterior surface within the boundaries of any unit, consistent with other comparable exterior surfaces, and shall have the right to enter the unit at reasonable times to perform maintenance. The cost of maintenance performed by the association shall be added to the next assessment against the unit.

21. INSURANCE: The association shall insure the condominium and the association against risk, including tort liability, in the manner set forth in the Bylaws. A unit owner may obtain insurance, for the unit owner's account and benefit, covering the unit and contents. Each policy shall be issued in the name of the association for the benefit of unit owners in proportion to the allocated interests shown on exhibit "B". The limits of coverage shall be established by resolution of the Executive Board. Premiums for such insurance shall be a common expense.

22. DAMAGE: Any damage to the condominium caused by fire or other casualty shall be promptly repaired by the association in the manner set forth in the Bylaws, unless (1) the condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) 80% of the unit owners, including the unit owner of every unit which will not be rebuilt and every unit to which a limited common element is assigned which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire

9292

condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium, (2) the insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed to the owners of those units and the owners of the units to which those limited common elements were assigned, or the lienholders, as their interests may appear, and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the allocated interests of all the units. If the unit owners vote not to rebuild any unit, that unit's allocated interest is automatically reallocated, and the association record, an amendment to this Declaration reflecting the reallocation.

23. LIABILITY: Any tort liability arising from the use of common elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to the allocated interests shown on exhibit "B".

24. CONDEMNATION: If any part of the common elements is condemned for public use, the award shall be payable to the association. Actual damage to physical improvements shall be repaired and the fund created by the award shall be administered as insurance proceeds in the manner set forth in the Bylaws.

25. USE OF COMMON ELEMENTS: The association and each unit owner shall have the right to use the common elements, other than limited common elements, and shall have an easement over the common elements for that use.

The association, and each unit owner of a unit to which a limited common element is assigned, shall have the right to use such limited common element and shall have an easement over such limited common element for that use.

9292

26. EASEMENTS OVER COMMON ELEMENTS: The Executive Board may grant easements, leases, licenses and concessions over the common elements for the installation and maintenance of utilities and for such other purposes as the board deems to be in the best interests of the condominium.

27. COMMON EXPENSES AND LIEN: The members shall pay annual and special assessments for the common expenses. Annual and special assessments shall be in proportion to allocated interests shown on exhibit "B". Each assessment shall be the personal obligation of the member who is the unit owner of the unit assessed at the time of the assessment, shall bear interest at the rate of 18% per annum from the date established by the Executive Board until paid and, when shown of record, shall be a lien upon the unit assessed.

28. INSURANCE AND UTILITIES: The Executive Board may assess the costs of insurance in proportion to risk and the costs of utilities in proportion to usage.

29. REPAIRS: The Executive Board may assess a member with the cost of maintenance or repair of common elements or exterior surfaces necessitated by willful or negligent conduct of the member by adding such cost to the next assessment against the member's unit.

30. PRIORITY OF LIENS: The lien of any annual or special assessment is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the declaration, (2) a first mortgage or deed of trust on the unit recorded before the date on which the assessment sought to be enforced was recorded, and (3) liens for real estate taxes and other governmental assessments or charges against the unit.

31. CAPITAL IMPROVEMENTS: Annual and special assessments, other than for capital improvements, may be levied by the

9292

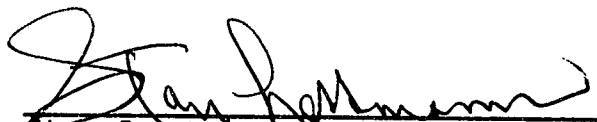
Executive Board. Any special assessment for capital improvements shall be approved by the affirmative vote of unit owners representing 67% of the allocated interests, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members if notice of the special assessment is contained in the notice of the special meeting.

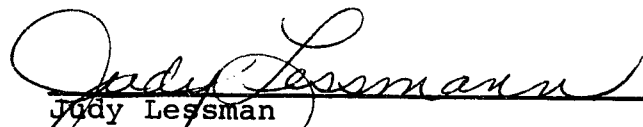
32. BINDING EFFECT: The covenants contained in this Declaration shall run with the land and shall bind the declarant and all persons claiming under the declarant.

33. ENFORCEMENT: Enforcement of the covenants contained in this Declaration may be by proceedings at law or in equity against any person violating or attempting to violate any covenant. The proceedings may be to restrain the violation or recover damages and, by the association, may be to enforce any lien or obligation created by the covenants.

34. AMENDMENTS: The condominium established by this Declaration may be amended, in writing, by the unit owners of 67% of the units at any time. The condominium established by this Declaration may be terminated, in writing, by the unit owners of 80% of the units.

35. SEVERABILITY: The invalidation of any one of the provisions of this Declaration shall not affect the validity of the remaining provisions.

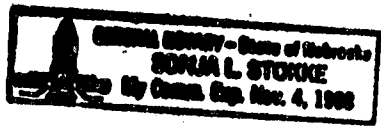

Stan Lessman


Judy Lessman

9292

STATE OF NEBRASKA)
)
COUNTY OF ~~LANCASTER~~) ss:

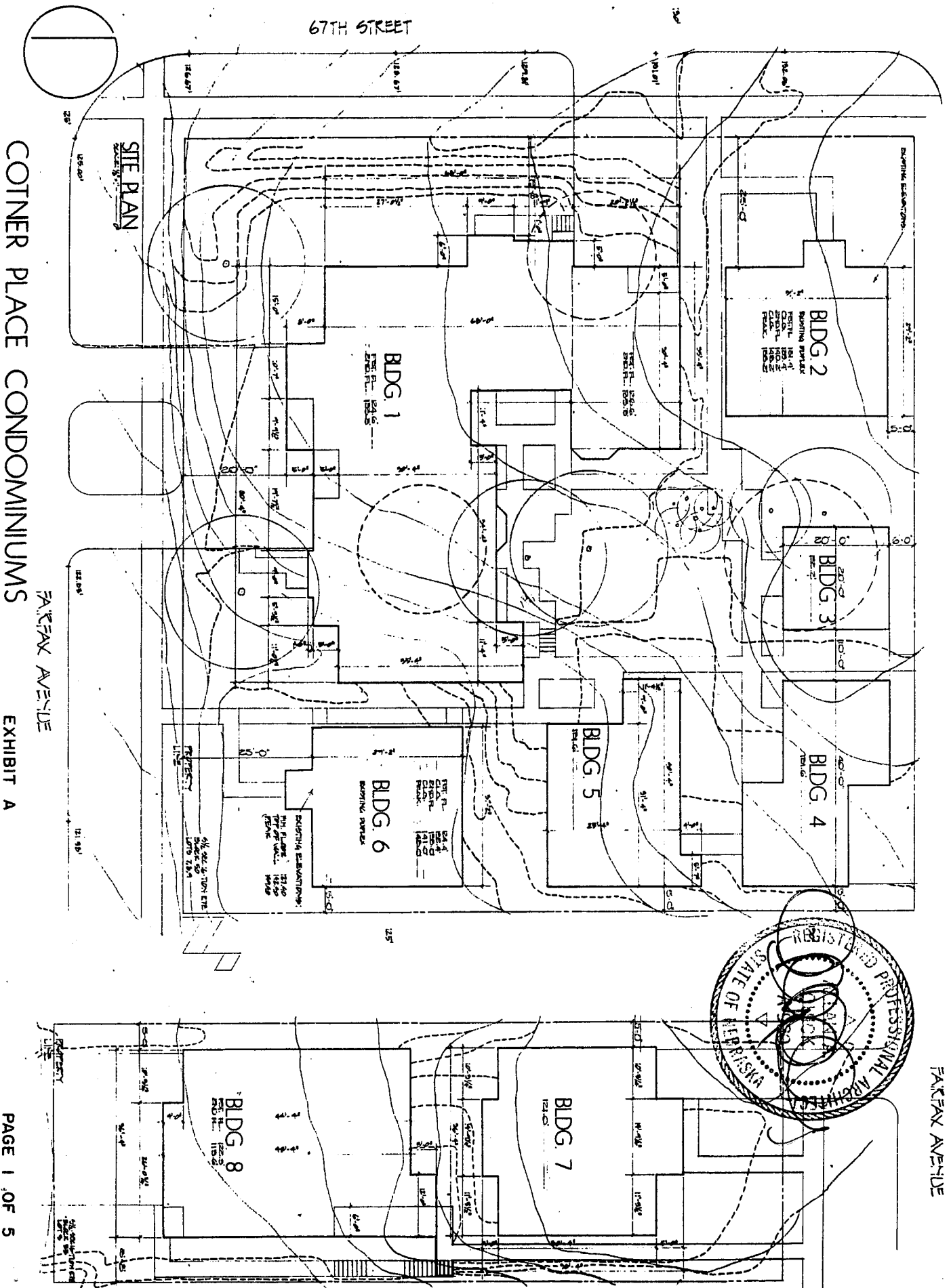
Douglas
The foregoing instrument was acknowledged before me this
4th day of April, 1985, by Stan Lessman and
Judy Lessman, husband and wife.



Sofia L. Storke

Notary Public

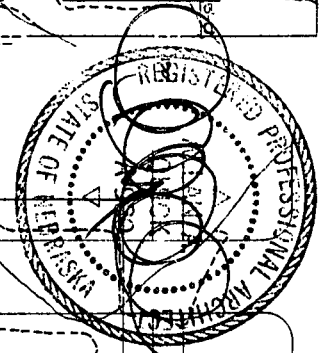
(MH13:15)



SITE PLAN

COTNER PLACE CONDOMINIUMS

EXHIBIT A



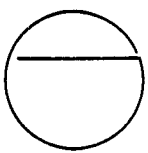
PARK AVENUE

COTNER PLACE CONDOMINIUMS

FALKEFAX AVENUE

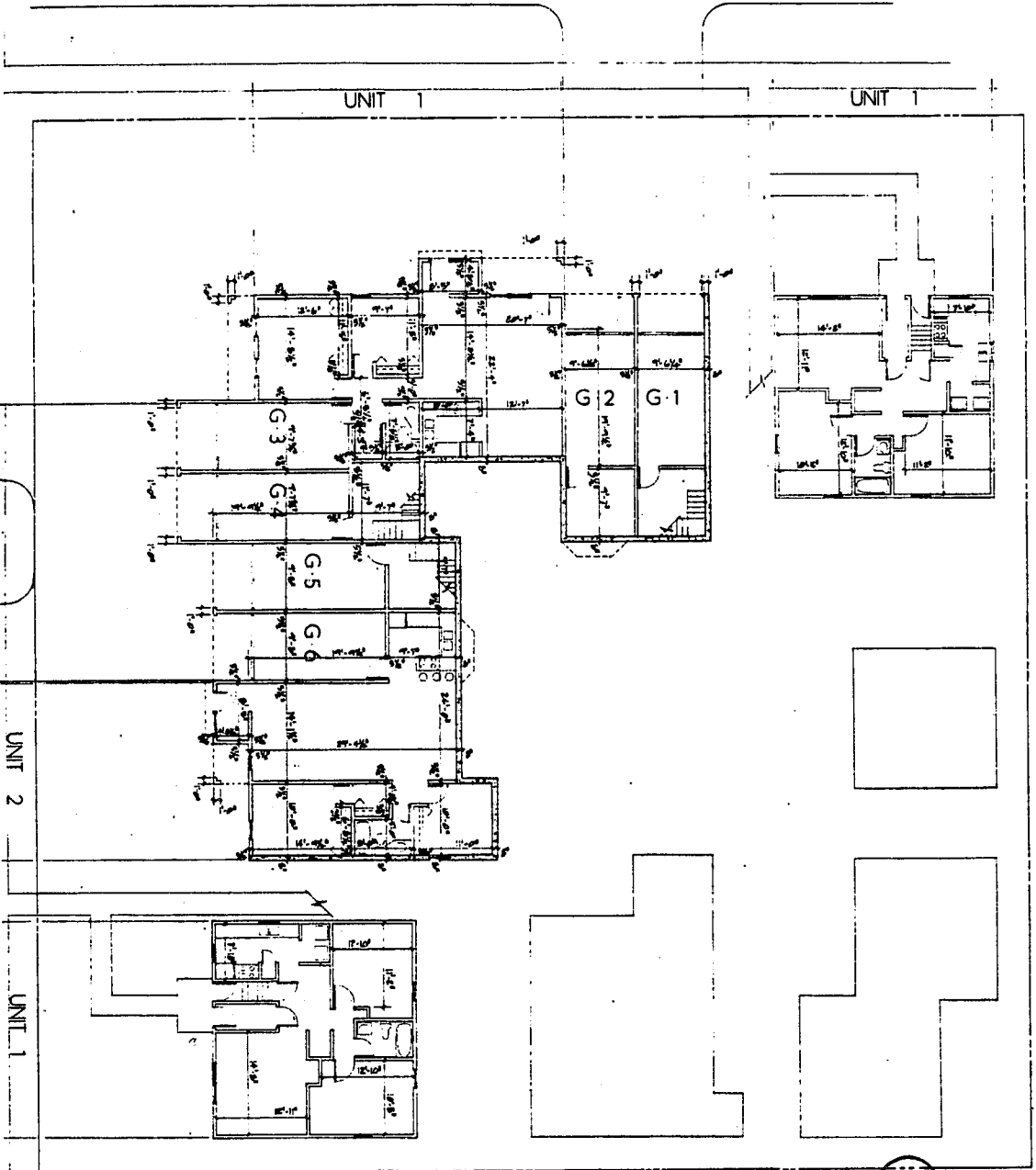
EXHIBIT A

PAGE 2 OF 5



LOWER LEVEL

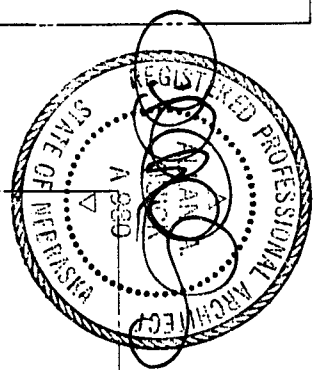
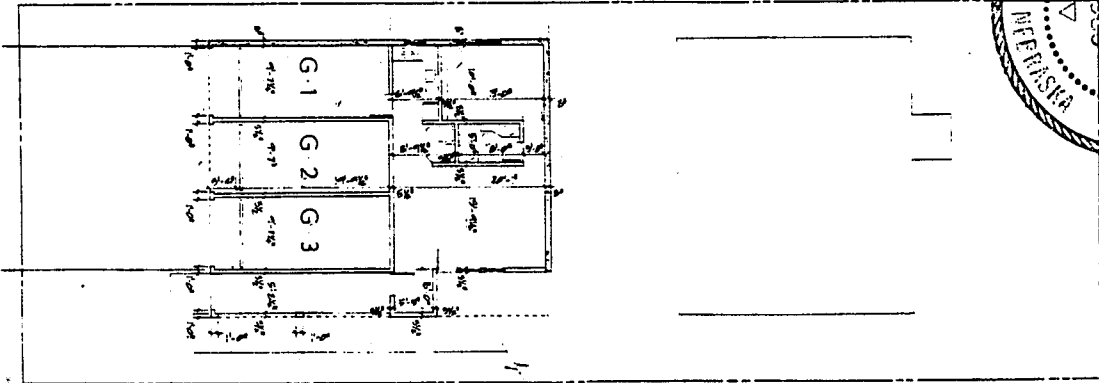
67TH STREET



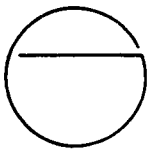
UNIT 2

UNIT 1

UNIT 1



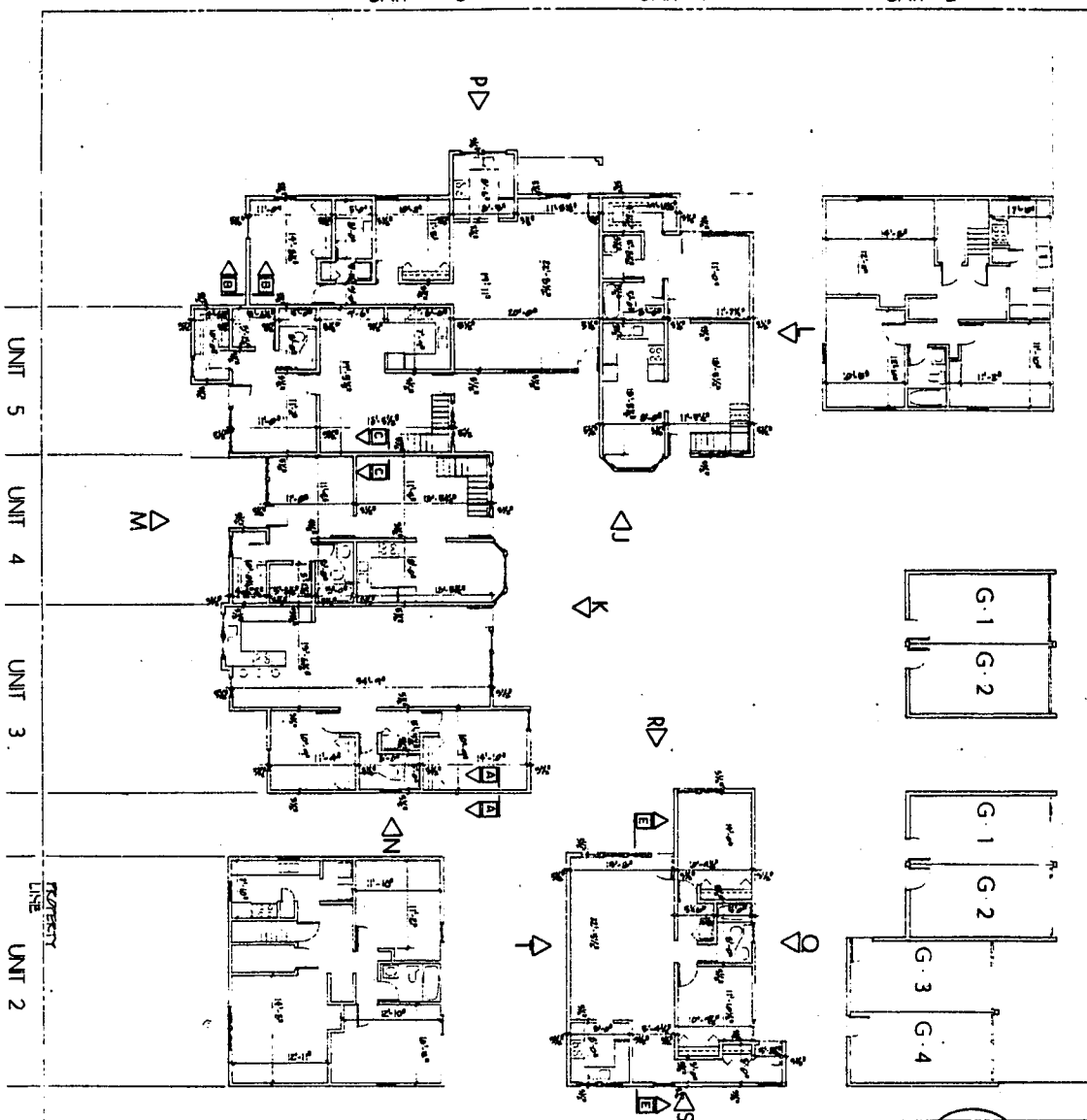
FALKEFAX AVENUE



67TH STREET

UNIT 6 UNIT 7 UNIT 2

UPPER LEVEL

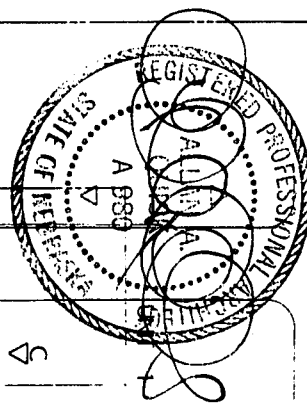


UNIT 5 UNIT 4 UNIT 3 UNIT 2

COTNER PLACE CONDOMINIUMS

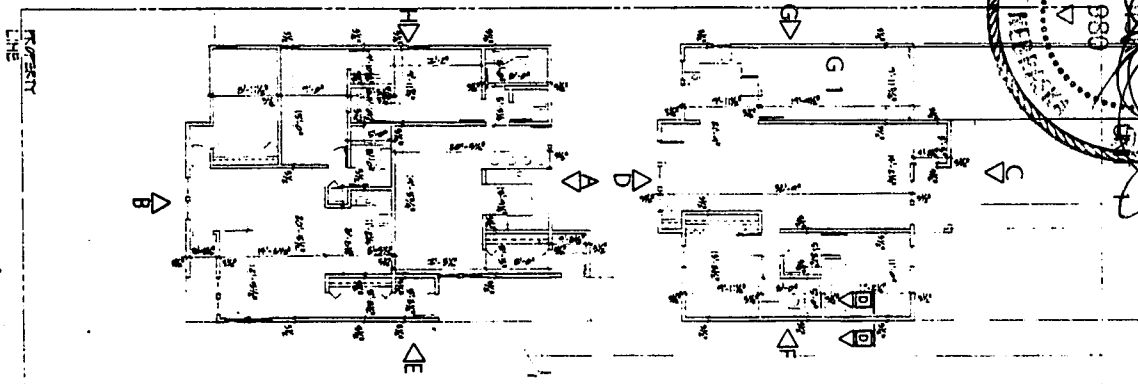
FAIRFAX AVENUE

EXHIBIT A

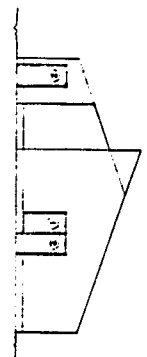
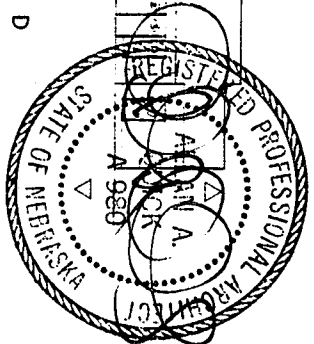


FAIRFAX AVENUE

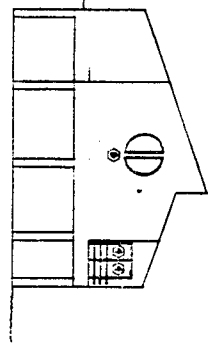
UNIT 2 UNIT 3



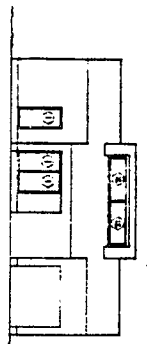
PAGE 3 OF 5



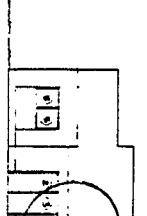
ELEVATION A



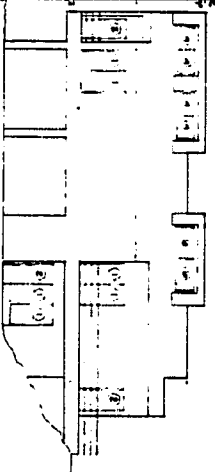
ELEVATION B



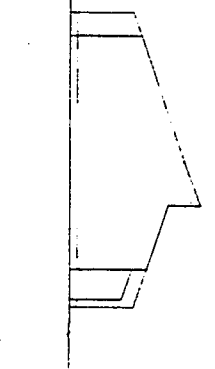
ELEVATION C



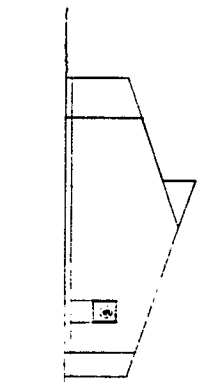
ELEVATION D



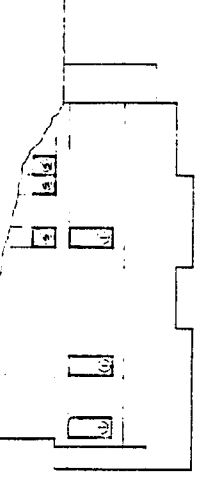
ELEVATION E



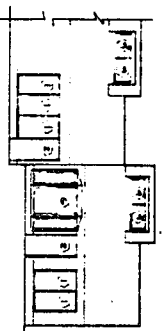
ELEVATION F



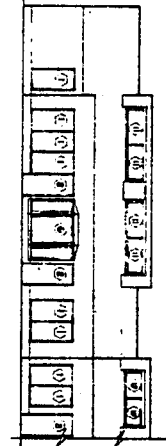
ELEVATION G



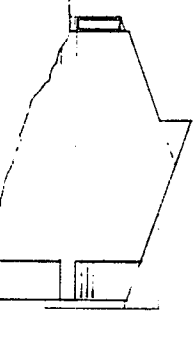
ELEVATION H



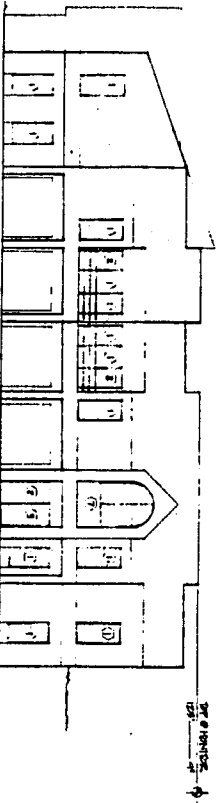
ELEVATION J



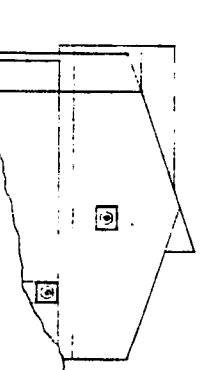
ELEVATION K



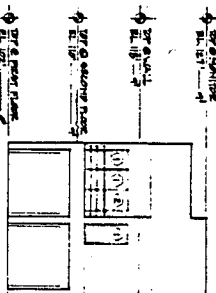
ELEVATION L



ELEVATION M

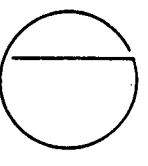


ELEVATION N



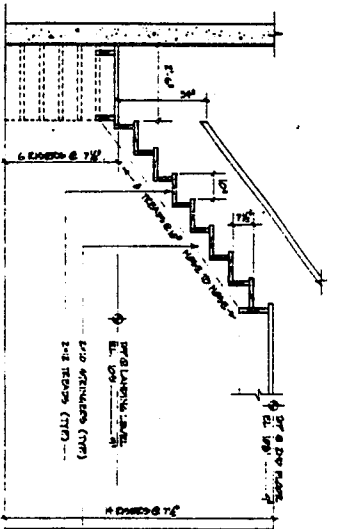
ELEVATION P

ELEVATIONS

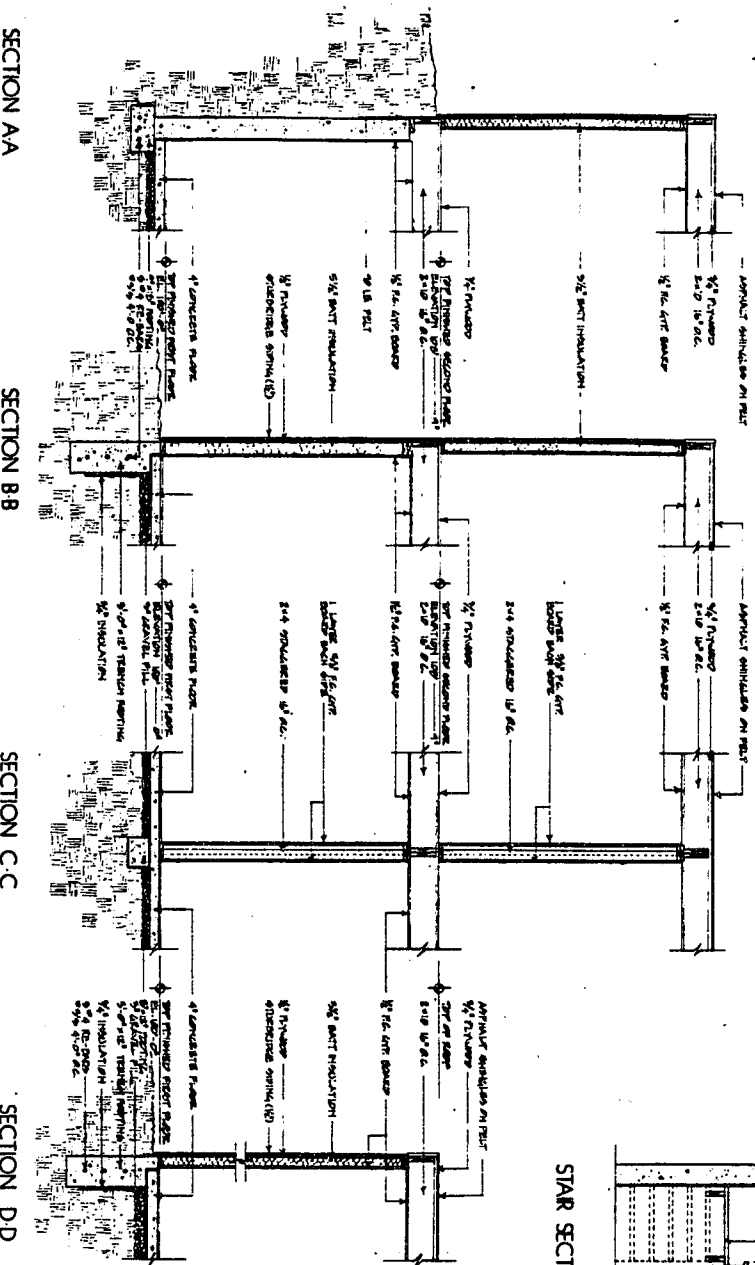


COTNER PLACE CONDOMINIUMS

EXHIBIT A

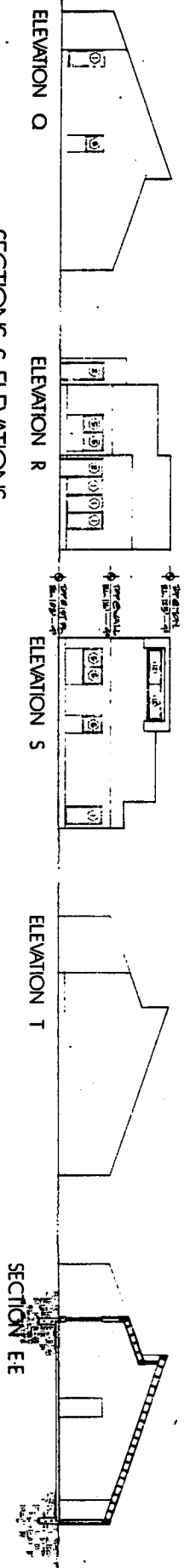


STAR SECTIONS

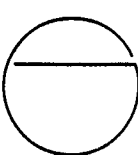


WINDOW SCHEDULE (SEE EXHIBIT A FOR WINDOW SCHEDULES)

Window Type	Material	Notes
1) 10' x 10' (A)	1/2\"/>	
2) 10' x 10' (B)	1/2\"/>	
3) 10' x 10' (C)	1/2\"/>	
4) 10' x 10' (D)	1/2\"/>	
5) 10' x 10' (E)	1/2\"/>	
6) 10' x 10' (F)	1/2\"/>	
7) 10' x 10' (G)	1/2\"/>	
8) 10' x 10' (H)	1/2\"/>	
9) 10' x 10' (I)	1/2\"/>	
10) 10' x 10' (J)	1/2\"/>	



SECTIONS & ELEVATIONS



COTNER PLACE CONDOMINIUMS

EXHIBIT A

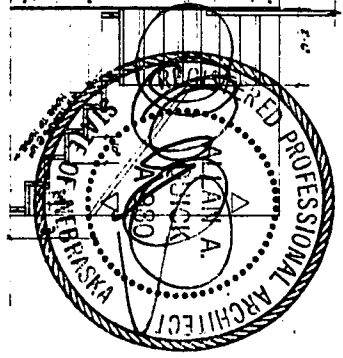


Exhibit "B"

Building No. 1

<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>ALLOCATED INTEREST %</u>
1	941.33	7.07
2	941.99	7.07
3	882.57	6.62
4	655.51	4.92
5	648.12	4.86
6	926.85	6.96
7	660.84	4.96

Building No. 2

<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>ALLOCATED INTEREST %</u>
1	900	6.75
2	900	6.75

Building No. 5

<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>ALLOCATED INTEREST %</u>
1	898.23	6.74

Building No. 6

<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>ALLOCATED INTEREST %</u>
1	900	6.75
2	900	6.75

Building No. 7

<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>ALLOCATED INTEREST %</u>
1	951.43	7.14

Building No. 8

<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>ALLOCATED INTEREST %</u>
1	650.60	4.88
2	920.37	6.91
3	648.36	4.87
		100.00%

-12-

LANCASTER COUNTY, NBR.

Dan Palto

REGISTER OF DEEDS

1985 APR 18 PM 4:09

ENTERED ON NUMERICAL INDEX FILED FOR RECORD AS:

INST. NO. 85 9292

INDEXED MICRO-FILED GENERAL

13-292
328

\$ 82.50

41-121

127
129

*Donny Ackerman, Fitchburg
1st of National Bank (08)*