

81-493
ETC

BOOK 1503 PAGE 733

DECLARATION AND MASTER DEED CREATING A
HORIZONTAL CONDOMINIUM PROPERTY REGIME
FOR SILVERWOOD ADDITION, DOUGLAS COUNTY,
NEBRASKA.

The undersigned Silverwood Development Co., a Nebraska corporation, Peggy D. Cowdery and Ben H. Cowdery, wife and husband, and John M. Jenkins and Mary Frances Jenkins, husband and wife, and Silverwood Association, Inc., a Nebraska corporation, hereby execute this Declaration and Master Deed Creating a Horizontal Condominium Property Regime for Silverwood Addition, Douglas County, Nebraska, pursuant to Secs. 76-801 to 76-803, R.R.S. of Nebraska as amended and reissued, and as amended by L.B. 730 of the Session Laws of the 1974 Legislature of Nebraska which Amendment to the Condominium Property Act is hereby adopted in whole when effective.

1. The name by which this Declaration and Master Deed Creating a Horizontal Property Regime for Silverwood Addition, Douglas County, Nebraska, shall be Silverwood Condominium Property Regime.

2. The description of the land constituting Silverwood Condominium Property Regime is as follows:

All of the real property shown within the boundaries of Silverwood Addition, an addition partly in the City of Omaha, Douglas County, Nebraska, including but not limited to Lots 1 to 29, inclusive, all private roads and streets, and all property not designated as a numbered lot, street or road, and including Lot 30 as shown in drawing of replat recorded in Book 533, Page 106, Misc. Records, Register of Deeds, Douglas County, Nebraska, and including Lot 31, all as shown on the attached Exhibit "A" which is made a part hereof.

3. Apartments shall be designated as all or part of a lot, as shown on said Exhibit "A". This Declaration and Master Deed shall be amended upon completion of all buildings and

1500-734

apartments in Silverwood Condominium Property Regime and the dimensions, area and location of same shall be shown on said amended plan as required by Sec. 75-510 and Sec. 8 of L.B. 730, 1974 Session Laws.

4. The general common elements shall be all the land described in paragraph 2 above except Lots 1 to 28, inclusive, Lot 30 and Lot 31, all as shown on the attached Exhibit "A" and on the final and amended Declaration and Master Deed when filed; general common elements shall also include the exterior surfaces of all buildings except for screening, window glass and exterior doors, including garage doors; general common elements shall also include the exterior of the foundations and main walls, roofs, yards and gardens not included within patios and drives, walks and parking areas. For purposes of clarification, air conditioning compressors or units are not common elements, but are part of their respective apartments, and shall be maintained and replaced as needed by the owner of the respective apartments. Each apartment owner shall be responsible for the repair, maintenance and replacement of all window glass, screening, and exterior doors, including garage doors and the mechanical operation thereof, it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair, maintain or replace such part of the exterior of his apartment as is required by this Master Deed and the By-Laws attached hereto, then the association which shall handle the management of this Condominium Property Regime may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

The limited common elements shall be as may be designated on the final and amended plan to be filed upon completion of all buildings and apartments.

5. The value of each apartment as a percentage of the value of the entire Silverwood Condominium Property Regime shall be computed as follows:

(a) For purposes of taxation, each co-owner of a lot or part of a lot, whether improved or unimproved, shall pay the taxes as assessed against it by the County Assessor, said taxes to be computed by said assessor to include rights of each co-owner in the common elements, as provided in 76-809 as amended by L.B. 730, 1974 Session Laws.

(b) For all other purposes, upon completion of all apartments in Silverwood Condominium Property Regime, the basic value of each apartment shall be computed by dividing the number of square feet of the ground area occupied by the apartment not including garages by the total number of square feet of ground area occupied by all apartments in Silverwood Condominium Property Regime and this basic value shall be shown on the final and amended plan to be filed upon completion of all buildings and apartments.

(c) Prior to the completion of all apartments in Silverwood Condominium Property Regime, the basic value of each apartment as a percentage of the basic value of all property in Silverwood Condominium Property Regime, for the purposes of (b) above, shall be as shown and agreed to on the purchase agreement and deed conveying said apartment to each co-owner, Provided, upon completion the basic value of each apartment shall be as set forth in (b) above.

6. The land constituting Silverwood Condominium Property Regime shall be subject to the following covenants, conditions, restrictions and easements which shall run with the property and shall bind all co-owners of apartments, tenants of such owners, employees and any other persons who use the property, including the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

The property shall be subject to all protective covenants and building restrictions now of record as shown in Book 520, Page 619 of Miscellaneous Records, Office of the Register of Deeds of Douglas County, Nebraska, and to all easements, licenses

or other incumbrances set forth in the recorded plat of Silverwood Addition, and to the following additional provisions:

(a) Except for such other purposes or uses as may from time to time be permitted or required by this Declaration, no part of the common ground will be occupied or used for other than open space or recreational area purposes for the general common benefit of all purchasers and co-owners of all apartments in Silverwood Condominium Property Regime and related purposes as determined by Silverwood Association, Inc.

(b) No lot or part of a lot occupied by an apartment will be occupied or used for other than a single-family residence. No apartment shall be occupied by any family not approved in advance by the Directors of Silverwood Association, Inc.

(c) No apartment will be altered, built, constructed, or otherwise maintained on any lot without an express written Approval executed by Silverwood Association, Inc., by approval secured in the manner set out in its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within lot boundary lines, quality of construction, size, and suitability for residential purposes of such single-family apartment; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, tennis court, wall, or other structure or associated structures and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any lot or part of a lot without such approval by Silverwood Association, Inc.

(d) After commencement thereof all approved or permitted construction on any lot will be as diligently as practicable prosecuted to completion and no approved or permitted construction will be maintained on any lot in uncompleted or unfinished condition for more than eighteen months.

(e) No driveway or sidewalk and no structural element of any approved or permitted single-family apartment or exterior part thereof will be maintained on any lot or part of a lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

(f) No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any lot or part of a lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot or part of a lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

(g) No driveway will be constructed or maintained on any lot or part of a lot and connected to or with an adjoining street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected sidewalk nearest such lot or part of a lot to such union, only with concrete cement of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway will be constructed or maintained and connected across or over an adjoining sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

(h) No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any lot or part of a lot so as to constitute an actual or potential public nuisance, create a hazard

of undesirable contagion or proliferation, or detract from a neat and trim appearance.

(i) No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any lot or part of a lot, other than in a location out of public view, without an express written Approval of Silverwood Association, Inc. in the manner set out in its By-Laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot or part of a lot, other than in a location out of public view.

(j) No advertising sign or other poster other than a sign of an area of not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot or part of a lot.

(k) No excess or unused building material or materials will be kept, stored, or otherwise maintained on any lot or part of a lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any lot or part of a lot.

(l) No boat, camper, trailer, mobile home, or similar chattel will be maintained on any lot or part of a lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, recreational vehicle, motor cycle, truck or other vehicle will be repaired, torn down, or stored on any lot or part of a lot, other than in an enclosed structure, except that automobiles may be parked in driveways at all times.

(m) No birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any lot or part of a lot.

(n) No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried

on, conducted, or otherwise permitted to commence or continue on any lot or part of a lot.

7. Easements: The involved property and apartments shall be perpetually, unless any thereof are terminated, subject to all and each of the following easements or licenses for common use for repair and maintenance: Balconies and other structural projections, party walls, and private and public sewer and utilities conduits, connections and lines.

(a) Silverwood Association, Inc. and its assigns and successors for itself and for the general common benefit of all purchasers and co-owners of all apartments will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of controlling, developing, landscaping, maintaining, and preserving the general common elements of Silverwood Condominium Property Regime for open space or recreational area uses and related uses as determined by it in the manner set out in its By-Laws, as from time to time amended, and each purchaser and co-owner of each apartment will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of individually enjoying or otherwise taking advantage of the open space and recreational areas of the general common elements in common with all other such purchasers and co-owners and to the extent not inconsistent with such other purposes or uses as may from time to time be permitted or required by this Declaration.

(b) Silverwood Association, Inc. and its assigns and successors for itself and for the general common benefit of all purchasers and co-owners of all apartments will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing, trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over, and upon all parts of each lot not occupied or used for any driveway, sidewalk, patio, garage or structural element of an approved or permitted single-family apartment thereon, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any

such driveway, sidewalk, or exterior part of each apartment, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk.

(c) Each purchaser and co-owner of each apartment will have a general easement over the lot or part of a lot conveyed to him, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, occupying and otherwise maintaining balconies, roofs, walls, or other structural elements of an apartment which may encroach or project not more than ten feet in, over, or upon any part of the general common elements of such lot provided same are approved by Silverwood Association, Inc.; and each purchaser and co-owner of each lot or part of a lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining all approved common foundations, roofs, or walls, individual balconies, fireplaces, gates, patios, party walls, or roofs, or other structural elements of a single-family apartment thereon to be shared jointly as structural elements of any one or more apartments on adjoining lots or parts of lots.

3. All of the property described in Paragraph 2 is now owned by Silverwood Development Co. except Lots 9 and 10 in Silverwood Addition; Lot 9 is owned by John M. Jenkins and Mary Frances Jenkins; Lot 10 is owned by Ben H. Cowdery and Peggy D. Cowdery. By execution of this Declaration, said John M. Jenkins, Mary Frances Jenkins, Ben H. Cowdery and Peggy D. Cowdery hereby subject said Lots 9 and 10 to this Silverwood Condominium Property Regime. Upon completion of all the apartments in said Silverwood Condominium Property Regime, Silverwood Development Co. shall convey to Silverwood Association, Inc. by quit-claim deed, all of its remaining right, title and interest in and to the land described in Paragraph 2 hereof, subject to the terms of Silverwood Condominium Property Regime as the same may be lawfully amended. All of the common capital stock of Silverwood Association, Inc., consisting of 100 shares, is now owned by Silverwood

Development Co. As each apartment is completed and conveyed to a co-owner of an apartment in Silverwood Condominium Property Regime, one share of stock in Silverwood Association, Inc. shall be assigned to such co-owner by Silverwood Development Co. and upon final completion of all apartments and conveyance of the remaining interest of Silverwood Development Co. to Silverwood Association, Inc., all of the remaining shares of the common capital stock of Silverwood Association, Inc. shall be assigned by Silverwood Development Co. to Silverwood Association, Inc. to become treasury stock.

9. The respective co-owners of the apartments shall be bound to pay pro-rata to Silverwood Association, Inc., in the percentages computed according to Paragraph 5 (b) and (c) above, toward the expenses of administration and of maintenance and repair of the general common elements, and, as may be provided by amendment hereto, to any limited common elements of the Silverwood Condominium Property Regime, and toward any other expense set forth herein or as may be lawfully agreed upon by amendment hereof.

If any co-owner shall fail or refuse to make any payment of such common expenses when due, the amount thereof shall constitute a lien on the interest of the co-owner in the property and upon the recording thereof, shall be a lien in preference over all other liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the apartment and duly recorded mortgage and lien instruments.

No co-owner may exempt himself from paying toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the apartment belonging to him.

10. Each co-owner in Silverwood Condominium Property Regime is and will be, through December 31, 2004, or for such longer or other period as may otherwise be fixed, included in membership in Silverwood Association, Inc., subject to all and each of the following conditions and other terms:

§ 1503 REPEALED 742

(a) Said Association may, so far as its members are concerned, perform such acts as to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety, and other interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more open spaces, parks, recreational areas, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, by acquiring and maintaining or contributing to the acquisition and maintenance of common or jointly shared fire, extended coverage, public liability, and other insurance, by exercising architectural control and securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, by providing general exterior maintenance, repairs, and services, security service, weed and other actual or potential nuisance abatement or control, and other community services, by fixing and collecting or abating dues or other charges for financing its operations, by delegating by contract or otherwise to any other Nebraska corporation or other professional manager general responsibility for administration and executive management of its affairs, and by undertaking any one or more other activities appropriate, convenient, or necessary to promote or sustain any such interest, to acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species of personal or real property wherever located, and to engage in any other venture for the mutual interest of its members.

(b) The obligations and privileges of membership in the Association will in the manner set out in its By-Laws, as from time to time amended, extend to purchasers and co-owners of all apartments included in membership and appertain to and be coterminous with the duration of the interest of each such purchaser or co-owner; but each member will be and remain personally liable to the Association until abatement or payment for all dues or other charges as fixed by it at any time or from time to time throughout the duration of such interest and membership.

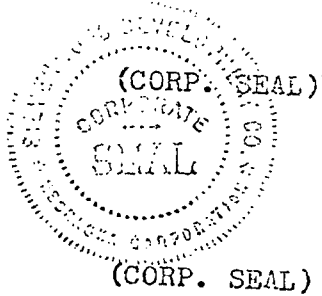
11. The covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

(a) The Association and every purchaser or co-owner of any apartment lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of this Silverwood Condominium Property Regime. The Association may fix a reasonable charge for such action as to any apartment as a lien upon and charge against such apartment in favor of the Association; and the Association will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for collecting dues or other charges as to any apartment as fixed by it in the manner set out in its By-Laws, as from time to time amended.

(b) Every grantee, assignee thereof, or successor thereof will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

(c) Where rights or powers are granted in paragraphs 10 or 11 above to Silverwood Association, Inc., the same may be exercised by Silverwood Development Co. until the conveyance of its remaining interest in Silverwood Condominium Property Regime to Silverwood Association, Inc.

IN WITNESS WHEREOF, the Declarants have executed this Declaration at Omaha, Douglas County, Nebraska.



SILVERWOOD DEVELOPMENT CO.,
By John M. Jenkins President.
Attest: B. Cowdery Secretary.

SILVERWOOD ASSOCIATION, INC.,
By John M. Jenkins President.
Attest: B. Cowdery Secretary.

Peggy D. Cowdery
Peggy D. Cowdery

B-n H. Cowdery
B-n H. Cowdery

John M. Jenkins
John M. Jenkins

Mary Frances Jenkins
Mary Frances Jenkins



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 4 day of June, 1974,
before me, the undersigned, a Notary Public in and for said
county, personally came JOHN M. JENKINS, President of Silverwood
Development Co., a corporation, to me personally known to be
the President and the identical person whose name is affixed
to the above Declaration, and acknowledged the execution thereof
to be his voluntary act and deed as such officer and the volun-
tary act and deed of said corporation and that the Corporate
Seal of the said corporation was thereto affixed by its
authority.

WITNESS my hand and Notarial Seal at Omaha, in said
county the day and year last above written.

My commission expires:
March 30, 1976

Mary K. Fenlon
Notary Public.



MARY K. FENLON
GENERAL NOTARY, State of Nebr.
My Commission Expires
March 30, 1976

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 7 day of June, 1974,
before me, the undersigned, a Notary Public in and for said
County, personally came JOHN M. JENKINS, President of Silverwood
Association, Inc., a corporation, to me personally known to be
the President and the identical person whose name is affixed to
the above Declaration, and acknowledged the execution thereof
to be his voluntary act and deed as such officer and the volun-
tary act and deed of said corporation and that the Corporate
Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said
county the day and year last above written.

My commission expires:
March 30, 1976

Mary K. Fenlon
Notary Public.



MARY K. FENLON
GENERAL NOTARY, State of Nebr.
My Commission Expires
March 30, 1976

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

BOOK 1503 PAGE 745

On this 6 day of June, 1974, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came JOHN M. JENKINS and MARY FRANCES JENKINS, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Declaration and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

My commission expires:

March 30, 1976

Mary K. Fenlon
Notary Public.



MARY K. FENLON
GENERAL NOTARY, State of Nebr.
My Commission Expires
March 30, 1976

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 11 day of June, 1974, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said county, personally came PEGGY D. COWDERY and BEN H. COWDERY, wife and husband, to me known to be the identical persons whose names are affixed to the foregoing Declaration and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

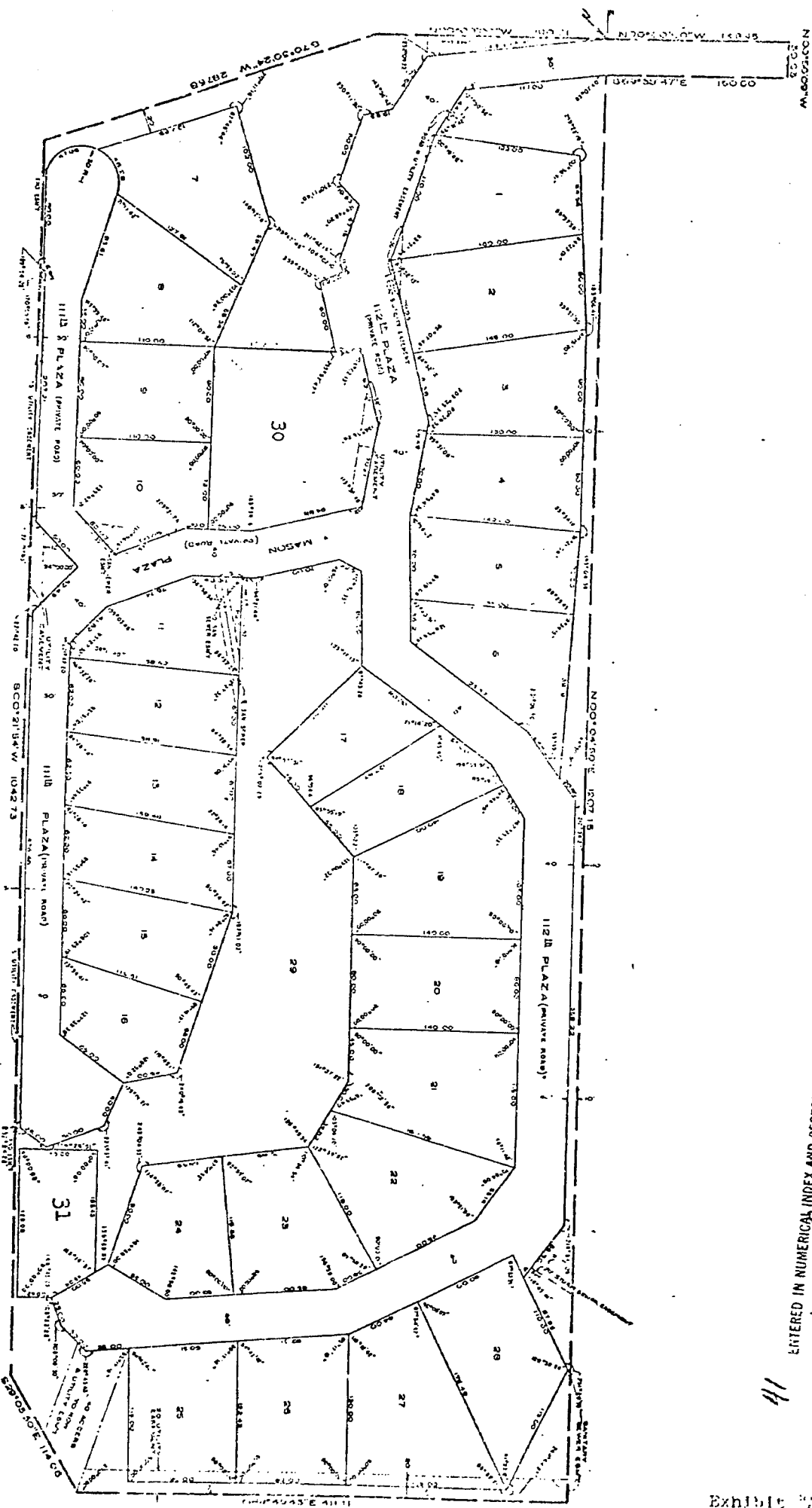
My commission expires:

March 30, 1976

Mary K. Fenlon
Notary Public.



MARY K. FENLON
GENERAL NOTARY, State of Nebr.
My Commission Expires
March 30, 1976



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 10 DAY OF June 1974 A.M. C. HAROLD OSILER, REGISTER OF DEEDS 4875

Exhibit "A"

KNOW ALL
wife,

in consider:
in hand paid
MICHAEL

as JOINT

together with
right of her
subject to
easement:

3/

IT BE
EITHER O
HEREIN S
TO HA
JOINT TEN
them, forev
administrat
the survivor
as stated her
that
unto the gra
against the l

IN WIT

STATE OF
County of
A. D. 197