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DECLARATION AND MASTER DEED

Carl A. Hibbs FOR VAN BUREN PARK CONDOMINIUMS
REGISTER OF DEEDS

WHEREAS, THOMAS WATTS, (hereinafter referred to as "Declarant") owns certain real property herein described; and

WHEREAS, said Declarant has improved said property by constructing thereon a four-unit multifamily structure known as Van Buren Park Condominiums, said structure having been constructed in accordance with plans approved by the City of Bellevue, State of Nebraska.

WHEREAS, THEREFORE, said Declarant, the fee owner of the following described real property, to-wit:

Tax Lot 16, SE 1/4 NW 1/4 Section 1, Township 13,
North Range 13, East of the 6th P.M., Bellevue,
Sarpy County, Nebraska in Sarpy County, Nebraska.

hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the above-described real property and improvements thereon, consisting of a four-unit multifamily structure and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Declarant, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

- A. Said Declarant, in order to establish a plan of condominium ownership for the above-described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following four separate freehold estates: Condominium Apartment Units 2902, 2904, 2906 and 2908 as set forth on the attached exhibit.
1. The four separately designated and legally described freehold estates consisting of the spaces or areas, being the area or space contained in the perimeter walls of each of the four apartment units in said multifamily structure constructed on said property, said spaces being defined, and referred to herein, as "apartment spaces."
 2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common areas and facilities," which definition includes the multifamily structure and the property upon

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which it is located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, parking spaces, storage spaces, community facilities, pumps, trees, pavement, balconies, pipes, wires, conduits, air conditioners and ducts, or other public utility lines.

B. For the purpose of this declaration, the ownership of each "apartment space" shall include the respective undivided interest in the common areas and facilities specified and established hereby, and each "apartment space" together with the undivided interest is defined and hereinafter referred to as a "family unit."

C. A portion of the "common areas and facilities" is hereby set aside and allocated for the restricted use of the respective "apartment spaces," as is hereinafter designated, and as shown on the attached exhibit, and said areas shall be known as "restricted or limited common areas and facilities."

D. The four individual "apartment spaces" hereby established and which shall be individually conveyed are described as follows:

Van Buren Park Condominium Apartment Unit No. 2902
Van Buren Park Condominium Apartment Unit No. 2904
Van Buren Park Condominium Apartment Unit No. 2906
Van Buren Park Condominium Apartment Unit No. 2908

E. The undivided interest in the "common areas and facilities" hereby established and which shall be conveyed with each respective "apartment space" is as follows:

Van Buren Park Condominium Apartment Unit No. 2902 - 25%
Van Buren Park Condominium Apartment Unit No. 2904 - 25%
Van Buren Park Condominium Apartment Unit No. 2906 - 25%
Van Buren Park Condominium Apartment Unit No. 2908 - 25%

The above respective undivided interests established and to be conveyed with the respective "apartment spaces" as indicated above, cannot be changed, and said Declarant, its successors and assigns, and grantees, covenant and agree that the undivided interests in the "common areas and facilities" and the fee titles to the respective "apartment spaces" conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "apartment space" even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "apartment space."

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F. The proportionate shares of the separate owners of the respective "family units" in the profits and common expenses in the "common areas and facilities," as well as their proportionate representation for voting purposes in the Association of Owners, is based on the proportionate value that each of the "family units," referred to herein, bears to the value of \$100.00, which represents the total value of all of the "family units." The value of the respective "family units," their respective interests for voting purposes, and their proportionate shares in the common profits and expenses shall be as follows:

<u>Unit No.</u>	<u>Value</u>	<u>Voting</u>	<u>Profits and Expenses</u>
2902	25	25%	25%
2904	25	25%	25%
2906	25	25%	25%
2908	25	25%	25%

G. The "restricted common areas and facilities" allocated for the restricted uses of the respective "family units" are as follows:

VAN BUREN PARK CONDOMINIUM APARTMENT UNIT 2902: That portion of the parking area designated as parking space No. 2902; together with balcony (deck) adjoining the "apartment space" associated with family unit 2902. Said restricted areas are further described, located, and shown on the exhibit attached hereto.

VAN BUREN PARK CONDOMINIUM APARTMENT UNIT 2904: That portion of the parking area designated as parking space No. 2904; together with balcony (deck) adjoining the "apartment space" associated with family unit 2904. Said restricted areas are further described, located, and shown on the exhibit attached hereto.

VAN BUREN PARK CONDOMINIUM APARTMENT UNIT 2906: That portion of the parking area designated as parking space No. 2906; together with balcony (deck) adjoining the "apartment space" associated with family unit 2906. Said restricted areas are further described, located, and shown on the exhibit attached hereto.

VAN BUREN PARK CONDOMINIUM APARTMENT UNIT 2908: That portion of the parking area designated as parking space No. 2908; together with balcony (deck) adjoining the "apartment space" associated with family unit 2908. Said restricted areas are further described, located, and shown on the exhibit attached hereto.

H. Said Declarant, its successors and assigns, by this declaration, and all future owners of the "family units,"

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by their acceptance of their deeds, covenant and agree as follows:

1. That the "common areas and facilities" shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
2. That the "apartment spaces" shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.
3. The owner of the respective "apartment spaces" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "apartment space," nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "apartment spaces" which are utilized for, or serve more than one "apartment space," except as tenants in common with the other "family unit" owners as heretofore provided. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective "apartment space," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
4. The owners of the respective "apartment spaces" agree that if any portion of the "common areas and facilities" encroaches upon the "apartment spaces," a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of "apartment spaces" agree that minor encroachment of parts of the "common areas and facilities" due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.
5. That an owner of a "family unit" shall automatically, upon becoming the owner of a "family unit or units," be a member of the Van Buren Park Condominium Unit Owner's Association, hereinafter referred to as the "Association," and shall remain a member of said Association until such time as his or her ownership ceases for any reason, at which time their membership in said Association shall automatically cease. The Association shall function pursuant to the attached Bylaws, subject to Amendment pursuant to its terms.

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6. That the owners of "family units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the Association as they may be adopted from time to time by 75% of the owners of the apartment units.
 7. That each owner, tenant or occupant of a "family unit" shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.
 8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the "family units" unanimously agree to such revocation or amendment by duly recorded instruments.
 9. That no owner of a "family unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common arewas and facilities or by the abandonment of his "family unit."
- I. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit owner shall be required to pay a reasonable rental for the family unit, if so provided in the by-laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.
 - J. Where the mortgagee of a first mortgage of record or other purchaser of a family unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer

- of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the family units including such acquirer, his successors and assigns.
- K. The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration. In addition the Owners shall refrain from parking on the visitor parking and the owners and their invitees and guests shall not repair automobiles anywhere but inside of garages.
- L. In the event the property subject to this Enabling Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the law of the State of Nebraska.
- M. In a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.
- N. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the By-Laws, shall be deemed to be binding on all owners of family units, their successors and assigns.
- O. That the Board of Directors of the Association of Owners, or the Management Agent, or Manager shall obtain and

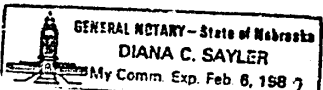
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continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

- P. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in a separate escrow account of the Association of Owners and used solely for the payment of the blanket property insurance premiums as such premiums become due.
- Q. That so long as said Declarant, its successors and assigns, owns one or more of the family units established and described herein, said Declarant, its successors and assigns shall be subject to the provisions of this Declaration, and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association, the members of such association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.
- R. The terms "Declaration" and "Condominium Ownership" as used herein shall mean and include the terms "Master Deed" and "Apartment Ownership" respectively.

Executed this 27 day of August, 1985.

Thomas Watts
THOMAS WATTS



STATE OF _____)
) ss.
COUNTY OF _____)

On this 27 day of August, 1985, before me a Notary Public in and for said county and state, personally appeared THOMAS WATTS, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Diana C. Sayler
NOTARY PUBLIC

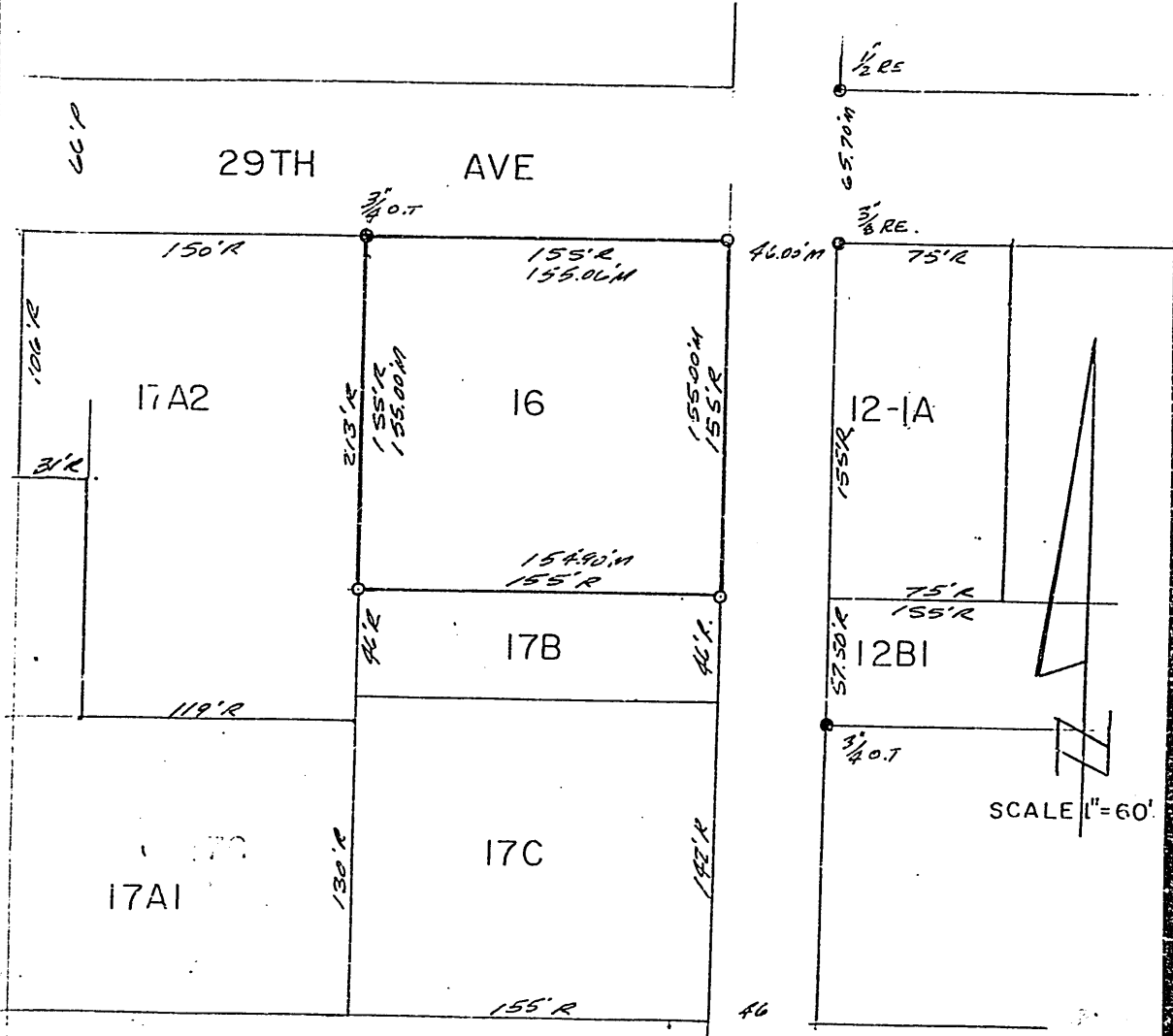
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To The Office of
County Surveyor
Sarpy County, Nebraska

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description: T.L. 16, a part of block 312 Original platting of Bellevue, Nebraska, in the Southeast Quarter of the Northwest Quarter of Section 1, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.



Corners found
Corners set 3/4"x24" P.T. pipe
Distance measured
Distance recorded

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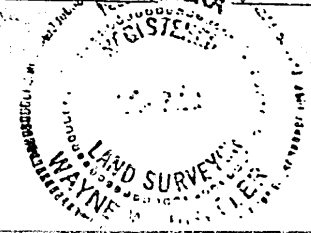
Date Received: _____

Book _____ Page _____ Job No.: _____

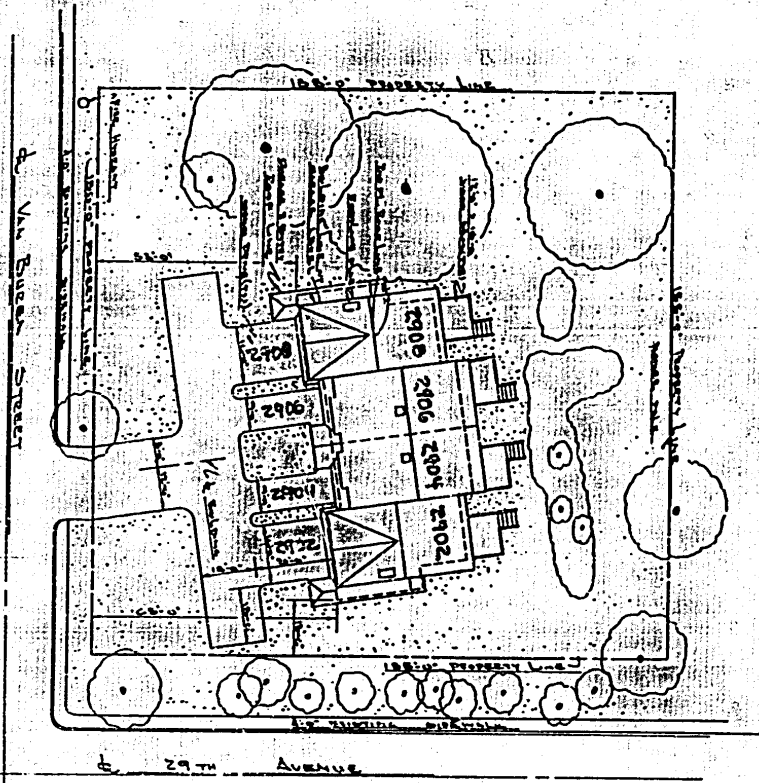
Wayne W. Wheeler
Signature of Land Surveyor

Date 6-19-1985 LS 211

Wayne W. Wheeler
P.O. Box 7038 South Omaha Station
Omaha, Nebraska 68107



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Plot PLAN



Scale 1" = 30'	Prepared by	Checked by
Date	Drawn by	Approved by
Plot Plan		
Five		