



*MAL*  
Return to: Nancy L Loftis, 5533 S 27<sup>th</sup> Street Ste 203, Lincoln, NE 68512

### DECLARATION

Las Brisas Land Development Co. (Declarant) creates a Condominium in the manner established by the Nebraska Condominium Act.

1. **NAMES:** The name of the condominium is 2821 W P Circle Condominium. The name of the Association is 2821 W P Circle Condominium Association.
2. **DESCRIPTION:** The condominium is situated in Lancaster County, Nebraska on the real estate described as:

Lot 5, Block 2, I-80 Business Park Addition, Lincoln, Lancaster County, Nebraska (Property).

Improvements on the Property include an 8860.00 square foot building (Building) and surrounding drives, parking spaces, sidewalks and green space.

3. **NUMBER OF UNITS:** The number of units to be created initially is 2. Additional units may be created by the exercise of Special Declarant Rights pursuant to paragraph 6. Units shall also be identified as Suites.
4. **BOUNDARIES:** The boundaries of each unit, including the unit's identifying number, are shown on Exhibit A (plat and plan) and as follows:

**Bottom:** The bottom of each Unit is coincident with the upper surface of each portion of the lowest subfloor immediately beneath the Unit, extending in every direction to the point where it closes with each side boundary of such Unit.

**Top:** The top of each Unit is coincident with the lower surface of the roof surface immediately above the unit, extending in every direction to the point where it closes with each side boundary of such Unit.

**Sides:** The sides of each Unit are coincident with the center lines of those perimeter walls which directly separate one Unit from another and with the unfinished surface of the perimeter walls which are exterior walls of the Building or which separate the Unit from mechanical equipment spaces or other Common Elements. Where no walls exist, the side is an imaginary vertical plane along and coincident with the exterior surface of the

windows or doors on the perimeter of the Unit. The sides are bounded by the bottom and top of the Unit.

Each Unit includes all fixtures, doors, windows, interior walls and partitions, the inner decorated and/or finished surface of the floors and all other improvements located within each Unit which are exclusively for the use of such Unit. Each Unit includes the HVAC unit serving such unit.

5. **COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:** The common elements are all portions of the Condominium other than the units and shall include:

The Property in fee simple

Central and appurtenant installations for power, light and ventilation and all pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve more than one Unit, associated machinery and electrical rooms and all areas necessary to access and service utility installations.

Exterior lighting (except lighting dedicated specifically to a Unit).

The drive, sidewalk areas and required landscaping surrounding the Building.

The foundations, columns, girders, beams, supports, main walls, interior load bearing walls, structural support components, pillars, and roof.

All other parts of the Property or Building necessary or convenient to its existence, maintenance and safety or normally in common use, except to the extent specifically included in the Units.

Limited common elements designated for the exclusive use of a unit are as follows:

The drives for ingress and egress to overhead doors within each Unit shall be designated for the use of that Unit. 12 parking spaces shall be designated for the use of Unit 1. 5 parking spaces (the northernmost) shall be designated for the use of Unit 2.

The drives and parking spaces shall be maintained by the Association.

6. **SPECIAL DECLARANT RIGHTS:** The Declarant may subdivide any unit owned by the Declarant, at any time, without the consent of the unit owners. The subdivision shall be made by the recording of an amendment to this Declaration, and the allocated interests shown on Exhibit B shall be reallocated.

The Declarant may combine or divide units owned by the Declarant at any time, without the consent of the unit owners. The combination or division shall be made by recording an amendment to this Declaration, and the allocated interests shown on Exhibit B shall be reallocated.

The Declarant may modify or designate additional commons and/or limited common elements within the Condominium, exclusive of units previously created, at any time without the consent of the unit owners, however Declarant may modify the drive and truck dock within this Condominium at any time without the consent of the unit owners. The

Declarant may extend the private roadways within the Condominium and may combine this Condominium with other condominiums within the I-80 Business Park Development to provide for maintenance of the private roadways, lighting, common areas, buffer areas, landscaping, or other improvements required or of benefit to the Condominium. Declarant may replat all or portions of I-80 Business Park Addition to adjust private roadway areas, lot lines, easements and other matters typically addressed on a plat.

The Declarant may add real estate to the Condominium, at any time, without the consent of the unit owners provided Declarant owns property within the Condominium at the time of addition of the real estate. Additions shall be made by the recording of an amendment to this Declaration, and the allocated interests shown on Exhibit B shall be reallocated.

The expense of preparation of the amendment for subdivisions or additions, reallocation of allocated interests created by the exercise of Special Declarant Rights, and recording fees shall be borne by the Declarant.

7. **ALLOCATED INTERESTS:** The allocated interests are shown on Exhibit B. The formula used to establish the allocated interests is the percentage of the square footage a unit bears to the square footage of the units as a whole. The voting rights and obligations for the payment of expenses of the Association shall be computed on these percentages. The formula used to establish the allocated interests, after any units are added to or withdrawn from the Condominium, is the square footage of units in relation to the square footage of the units as a whole.
8. **CONVEYANCES:** Any unit may be conveyed or encumbered subject to the provisions of the Declaration.
9. **SUBDIVISION:** With the written approval of the Executive Board of the Association, 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 unless by exercise of the Special Declarant Rights or upon the approval of all of the unit owners within the Condominium. Upon approval, the Executive Board shall record an Amendment to this Declaration, and the allocated interests shown on Exhibit B 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:** The HVAC for each unit and doors, windows, and interior of 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.
11. **USE:** No unit shall be used other than for purposes allowed under the applicable zoning regulations as defined within the ordinances of the City of Lincoln, Nebraska. No unit shall be used for residential use except upon amendment or termination of this Declaration.
12. **APPROVAL OF PLANS:** Declarant shall have the exclusive right to approve plans for all units within the Condominium in conformity with the general plan for the development of the Condominium. Plans for any renovations or other improvement to be placed or

constructed within any unit within the Condominium shall be submitted to the Declarant and shall show the design, size and material for the work and the floor plan for the unit. One set of plans shall be left on permanent file with Declarant. Demolition and construction shall not be commenced until written approval of the plans has been secured from the Declarant. Written approval or disapproval of the plans shall be given by the Declarant within 45 days after receipt of the plans. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. Declarant shall have the exclusive right to disapprove the plans, if in Declarant's opinion, the plans do not conform to the general standard of development in the Condominium.

Declarant's rights for approval of plans shall continue and be exercised by the Board of the Association with respect to any unit beginning 2 years after the date Declarant transfers any unit to another owner.

13. **ANTENNAS:** No wiring or antenna for electrical power, telephone, television, radio or any other use shall be permitted above ground, except within a building unless approved by the Declarant or the Executive Board of the Association. Approval shall not be unreasonably withheld.
14. **CITY REQUIREMENTS:** All buildings with the Condominium shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska.
15. **TEMPORARY STRUCTURES:** No partially completed or temporary building and no trailer, tent, or shack, on any unit with the Condominium shall be used as either a temporary or permanent commercial facility.
16. **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 other units.
17. **SIGNS:** No advertising signs, billboards, or other advertising devices shall be permitted on any unit within the Condominium without the approval of the Declarant or the Executive Board of the Association. Approval shall not be unreasonably withheld.
18. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any unit within the Condominium for any commercial purpose.
19. **ASSOCIATION:** 2821 W P Circle Association (Association) may be incorporated in Nebraska to provide for the management of the Condominium. The unit owners may elect to operate the Association as an unincorporated organization.
20. **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. A unit owner may designate the lessee of a unit as owner's agent for purposes of conducting Association affairs and may grant such lessee proxy for voting.
21. **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 percent of the units which may be created to unit owners other than Declarant, or
- b. Two years after Declarant has ceased to offer units for sale in the ordinary course of business.

Not later than 60 days after conveyance of 25 percent of the units which may be created to unit owners other than Declarant, at least one member and not less than 25 percent of the members of the Executive Board shall be elected exclusively by unit owners other than the Declarant. Not later than 60 days after conveyance of 50 percent of the units which may be created to unit owners other than Declarant, not less than 33 1/3 percent 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 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.

22. **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.
23. **INSURANCE:** If commercially reasonable, 2821 W P Circle Condominium Association (Association) shall purchase a master policy of insurance covering the building and all fixtures, improvements and alterations that are a part of the building, and appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping, with a deductible of \$10,000.00 per occurrence.

Each Unit owner shall purchase insurance on their owned contents, furniture and un-attached fixtures in the building.

Further, the Association shall purchase a policy of general liability coverage covering the common areas with not less than a \$1,000,000.00 liability limit.

Each Unit owner shall purchase a policy of general liability coverage for their owned areas activities and operations.

Each policy issued in the name of the Association shall be 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 of the Association. Premiums for such insurance shall be a common expense.

Any proceeds of such insurance shall be applied to the repair or reconstruction of improvements within a unit.

24. **DAMAGE:** Any damage to the Condominium common elements caused by casualty shall be promptly repaired by the Association 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) 75 percent of the unit owners vote not to rebuild. The cost of repair or

replacement in excess of insurance proceeds and reserves is a common expense. If the entire 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 units.

25. **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 provided for insurance proceeds under this Declaration.

26. **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 any 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.

27. **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.

28. **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, and, when shown of record, shall be a lien upon the unit assessed.

Assessments shall be levied by the Association solely to enable the Association to perform its obligations. The specific purposes for which such assessments may be levied shall include, but not be limited to: the administration, maintenance and repair of the landscaping and grounds on Common Elements; snow removal on the Common Elements; all taxes, fees, permits, and other assessments by governmental or public entities which may be incurred by the Association; to provide adequate insurance; and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association.

An annual assessment shall be established by the Executive Board of the Association and shall be payable as determined by the Executive Board.

The Executive Board may levy special assessments for repairs, replacements, or unanticipated expenses of the Association reasonably necessary to permit the Association to fully perform its obligations. Written notice of the special assessment shall be given to the members specifying the reason for the special assessment and the date payment is due. The date set for payment must be at least 30 days after the date of the notice.

In addition to the annual and special assessments, the Association may levy an improvement assessment for any capital improvements. Any such improvement assessment shall require the affirmative vote of two-thirds of the unit owners. Payment of the improvement assessment shall be made on terms established by the Association which terms shall be included in the written notice to the unit owners advising them of the improvement assessment.

The Association may levy a special unit assessment for the actual cost plus 10 percent as an administration fee for maintenance, operating or insurance expenses incurred by the Association to perform obligations which are the responsibility of the unit owner.

Assessments, except special unit assessments shall be apportioned equally to the units within the Condominium unless another basis for the assessment, such as street frontage or lot square footage is approved by a vote of two-thirds of the unit owners at a regular or special meeting of the unit owners if notice is provided in the notice of the meeting.


Any assessments which are not paid within 10 days of the date they are due shall be delinquent and subject to a late fee and if not paid within 30 days shall bear interest from the date originally due. The amount of the late fee and interest rate shall be determined annually by the Association. The late fee shall not exceed 10 percent of the payment and the interest rate shall not exceed 18 percent per year.

29. **INSURANCE AND UTILITIES, NON PROPORTIONAL ASSESSMENTS:** The Executive Board may assess the costs of insurance in proportion to risk and the costs of utilities in proportion to usage.
30. **REPAIRS:** The Executive Board may assess a unit owner with the cost of maintenance or repair of common elements or exterior surfaces necessitated by willful or negligent conduct of the unit owner by adding such cost to the next assessment against the owner's unit.
31. **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.
32. **CAPITAL IMPROVEMENTS:** Annual and special assessments, other than for capital improvements, may be levied by the Executive Board of the Association. Any special assessment for capital improvements shall be approved by the affirmative vote of two-thirds of the unit owners at a regular or special meeting of the unit owners if notice of the special assessment is contained in the notice of the special meeting.
33. **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.
34. **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.

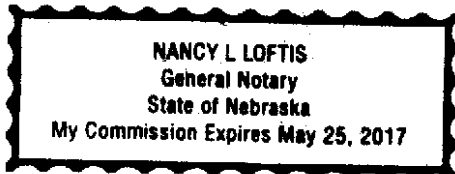
- 35. AMENDMENTS: The Condominium established by this Declaration may be amended in writing, by two-thirds of the unit owners at any time. The Condominium established by this Declaration may be terminated, in writing, by the unit owners of 75 percent of the units.
- 36. SEVERABILITY: The invalidation of any one of the provisions of this Declaration shall not affect the validity of the remaining provisions.


Las Brisas Land Development Co., Owner

By:   
Steven E. Miers, President

STATE OF NEBRASKA, COUNTY OF LANCASTER ) ss

The foregoing instrument was acknowledged before me this 21 day of Nov, 2010, by Steven E. Miers as president of Las Brisas Land Development Co.



  
Notary Public NANCY L. LOFTIS

**2821 W P Circle Condominium  
EXHIBIT B**

*2821 W P Circle*

<u>UNIT</u>	<u>SIZE</u>	<u>ALLOCATED INTEREST</u>
Unit 1 (Suite 1)	4550 sq ft	51.00%
Unit 2 (Suite 2)	4310 sq ft	49.00%



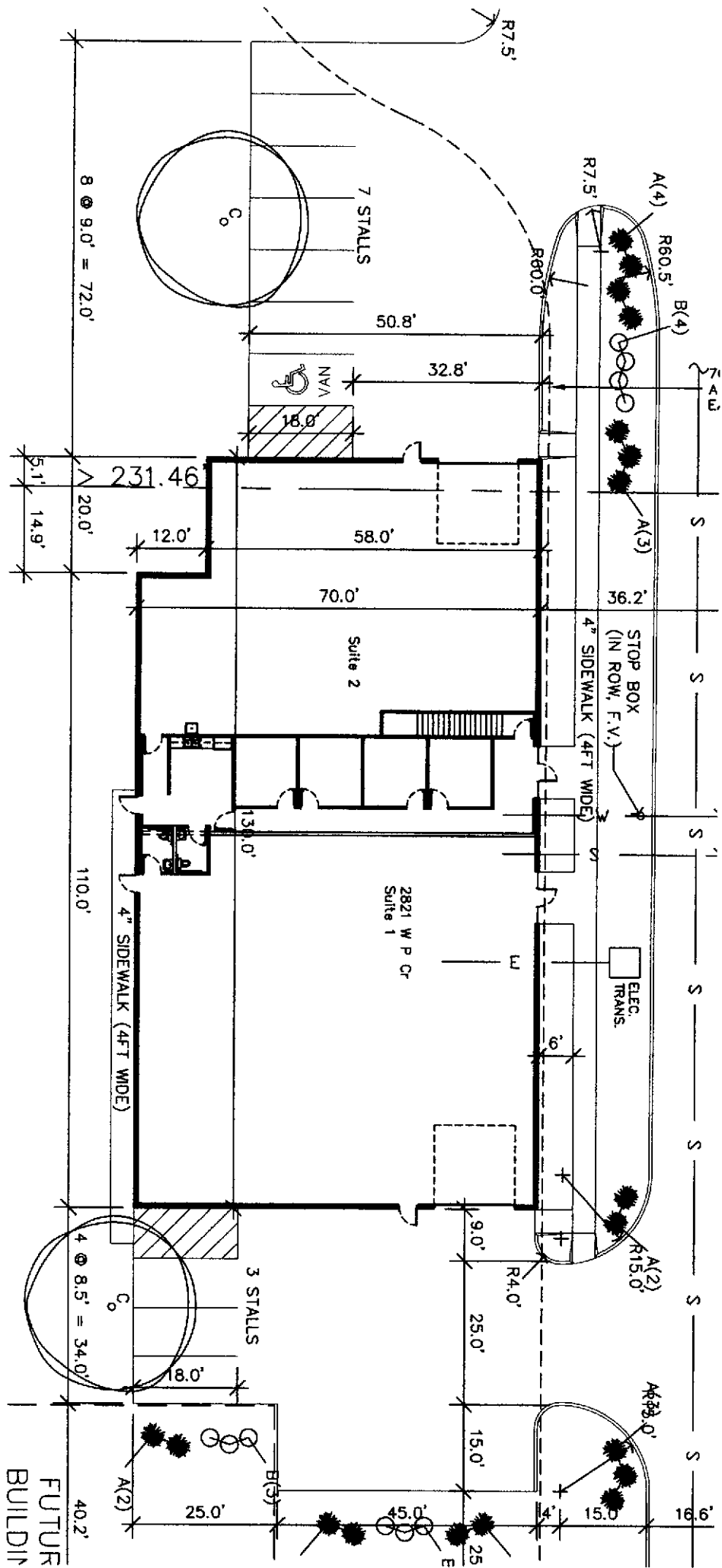


EXHIBIT A

FUTUR  
BUILDIN