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LANCASTER COUNTY, NE

CONDOMINIUM DECLARATION

The undersigned ("Declarant") does hereby publish and declare that the Property (as hereinafter defined) and all improvements now or hereafter located thereon are hereby submitted and dedicated to condominium use and ownership as set forth herein in the manner established by the Nebraska Condominium Act, Neb. Rev. Stat. §§76-825 to 76-894 (the "Act"), and the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land, and shall be a burden and a benefit to Declarant, its successors and assigns, and every person acquiring or owning an interest in the Property and improvements, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. NAMES: The name of the Condominium is Autoplex Condominium, a condominium ("Condominium"). The name of the Association is Autoplex Condominium Association, an unincorporated association ("Association").

2. DESCRIPTION: The Condominium is situated in Lancaster County on the following described real estate ("Property"):

Parcel 1: Lot 14, Irregular Tracts in the Southwest Quarter of Section 31, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; and

Parcel 2: The remaining portion of Lot 12 being 100 feet by 100 feet adjacent to the Southeast Quarter corner of Lot 14, Irregular tracts in the Southwest Quarter of Section 31, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

3. NUMBER OF UNITS: The Property will be divided as fee simple estates into "Units" as described in the Plat and Plan (as hereinafter defined). The anticipated number of Units to be created, either initially or by the exercise of Special Declarant Rights, is three (3). Each Unit shall include the undivided interest in and to the Common Elements and Limited Common Elements appurtenant to such Unit as set forth herein. The undivided interests in the Common Elements and Limited Common Elements shall be allocated among the Units based on their respective Allocated

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Interests (as hereinafter defined). Each Unit and the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto shall be inseparable and may be conveyed, leased, or encumbered only as a Unit.

4. BOUNDARIES: The boundaries of each Unit, including the Unit's identifying number, are shown on Exhibit "A" ("Plat and Plan"). After this Declaration has been recorded in the records of the Register of Deeds of Lancaster County, each Unit shall be legally described as follows:

Condominium Unit No. _____, Autoplex Condominium, a Condominium in accordance with the Declaration recorded on _____ (X) _____, 2005, as Instrument No. _____ (Y) _____ of the County of Lancaster, State of Nebraska, records.

In this description, _____ (X) _____ is the month and day this Declaration is recorded and _____ (Y) _____ is the instrument number given this Declaration upon recordation.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided interest in the Common Elements and Limited Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and shall incorporate all the rights and burdens incident to ownership of a Unit and all of the limitations thereon as described in this Declaration. Each such description shall be construed to include a nonexclusive easement for ingress and egress to and from such Unit to the nearest public street, and the use of all of the Limited Common Elements appurtenant to said Unit as well as all of the Common Elements.

5. COMMON ELEMENTS: The common elements are: All common utilities, including water, sanitary sewer, storm sewer, gas, electric, cable TV or fiber optic lines which are now or may hereafter be located or constructed on the Property or upon, over or under any Unit, and:

i. A private roadway shown on Exhibit "A" as the "Private Roadway", being generally the east 67 feet of the Property extending north from the southern boundary of the Property to the northern boundary of the Property. The Private Roadway shall be subject to a public access easement providing both ingress and egress to and from the Property and to and from existing and future public and private streets adjoining the Property.

ii. A private driveway shown on Exhibit "A" as the "Private Driveway" extending West from the west line of the Private Roadway a distance of approximately 233 feet and centered along the boundary between Units 1 and 2, including a

cul-de-sac with approximately a 45 - 55 foot radius, as shown on Exhibit "A". The Private Driveway shall be for the benefit of the owners of Units 1, 2, and 3, their tenants, employees, invitees and licensees for ingress and egress to and from their Units and to and from the Private Roadway.

Unless approved by the Executive Board, no Common Elements or parts thereof shall be leased or rented, nor shall the Common Elements be subject to any other restriction in favor of Declarant, except as otherwise provided herein. The Common Elements shall be owned by all of the Unit Owners and based on their Allocated Interests and shall remain undivided. By the acceptance of a deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute and maintain a partition action or any other action designed to cause a division of the Common Elements, and each Owner specifically agrees not to institute any action therefore. A Unit Owner may not alter or change the Common Elements or Limited Common Elements without permission of the Executive Board.

6. LIMITED COMMON ELEMENTS: Limited Common Elements of the Condominium are:

Any water, sanitary sewer, gas or electric service line which serves less than all of the Units, including any water sub-meter installed to measure water usage of a Unit.

Limited Common Elements shall be maintained by the Association, and the cost of such maintenance shall be assessed against the Unit served.

7. ALLOCATED INTERESTS: The Allocated Interests for the Units are shown on Exhibit "B". The formula used to establish the Allocated Interests of each Owner is based on the square footage of each Unit, with each Owner's interest being equal to the square footage of the Owner's Unit divided by the total square footage of all of the Units. The formula to be used if any Units are subdivided shall be the same. The cost of maintenance and repair of the Common Elements shall be divided among the Unit Owners in the same percentage as their Allocated Interests as set out in Exhibit "B".

8. EASEMENTS: In addition to the easements as provided by the Act and easements of record, the Association and each Unit Owner shall have the following easements which shall run with the land:

a. Utility. Utility easements through the Property as may be required for utility installation, maintenance,

service, and repair, in order to adequately serve the Common Elements and individual Units.

b. Ingress and Egress. Easements in common with the Association and each other Unit Owner through all the Common Elements for ingress and egress.

c. 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 Executive Board deems to be in the best interests of the Condominium.

9. CONVEYANCES: Any Unit may be conveyed or encumbered subject to the provisions of this Declaration. An Owner may transfer any or all of his/her rights to use the Unit and the Common Elements and Limited Common Elements appurtenant to said Unit to his or her tenant. Under no circumstances, however, shall the Owner be relieved of his or her responsibilities as an Owner hereunder.

10. SUBDIVISION: With the written approval of the Executive Board, Units may be combined or subdivided and incorporated within the boundaries of one or more other Units. 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.

11. 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.

12. USE OF UNITS: The Units may be used for any nonresidential purpose permitted within the City of Lincoln, Nebraska, zoning classification for the Property. All parts of the Condominium shall be kept in a clean, attractive, and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard suffered or permitted to exist.

13. 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. The use of any Unit shall comply with the environmental performance standards relating

to noise, emissions, dust, odor, glare and heat approved by the City of Lincoln, Nebraska.

14. ASSOCIATION: The Autoplex Condominium Association has been formed to provide for the management of the Condominium. The Association shall possess all of the powers enumerated in the Nebraska Condominium Act and those necessary to govern, manage, maintain, repair, administer, and regulate the Condominium and to perform all of the duties required of it, including without limiting the generality of the foregoing, the authority to grant, by and through the Executive Board, utility (including but not limited to electricity, gas, water, telephone, cable television and sewer) service easements in, over, and under the Common Elements. Except as otherwise provided in this Declaration, all powers and duties of the Association shall be exercised by and through the Executive Board. Copies of the Bylaws of the Association shall be furnished by the Association to all Owners upon request.

15. MEMBERSHIP: Every person or entity who becomes a Unit Owner shall be a member of the Association and shall remain a member for the period of its ownership. Any person who holds an interest in a Unit merely as security for an obligation shall not be a member.

16. EXECUTIVE BOARD: The Unit Owners shall annually elect an Executive Board of at least two (2) members, both of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election. Each Unit Owner's vote shall be based on the allocated interest of the Unit owned by each Unit Owner. The number of votes the Owners of each Unit shall be entitled to cast is shown on the attached Exhibit "C".

The Executive Board shall adopt a budget for the Condominium and within thirty (30) days of the adoption of the proposed budget, the Executive Board shall provide a summary of the budget to all Unit Owners and set a date for a meeting of the Unit Owners to consider ratification of the budget as provided in the Bylaws. Unless, at that meeting, the budget is rejected by a majority vote of all the votes in the Association, the budget shall be considered ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

17. MAINTENANCE AND REPAIR OF COMMON ELEMENTS: The Association shall maintain and repair all Common Elements and Limited Common Elements and shall have the right to enter any Unit at reasonable times to perform maintenance and repairs of Common Elements or

Limited Common Elements. Notwithstanding the above, the Association reserves the right to hire one or more persons or entities, including a managing agent, contractors, and employees, to perform such services. The Executive Board shall not need the prior approval of the Unit Owners to cause such maintenance, repairs, additions, alterations or improvements to be accomplished, notwithstanding the costs thereof; provided, however, there shall be no additions or improvements of or to the Common Elements or Limited Common Elements requiring an expenditure in excess of Five Thousand and No/100 Dollars (\$5,000.00) per expenditure nor in excess of Ten Thousand and No/100 Dollars (\$10,000.00) in the aggregate in any one calendar year without the prior approval of Unit Owners representing sixty seven percent (67%) of the Allocated Interests unless said addition or improvement was included in the adopted annual budget. The members of the Association shall have the right to change these amounts by adoption of a resolution without amending this Declaration.

18. INSURANCE: The Executive Board shall obtain and maintain on behalf of the Association at all times, to the extent obtainable, insurance policies with amounts and the coverage to be determined by the Executive Board as defined by the Act and in this Declaration; the cost of the insurance shall be assessed to the Unit Owners in the manner provided herein; provided, however, that comprehensive general liability insurance shall be maintained in an amount not less than \$1,000,000.00. Each Unit Owner shall obtain and maintain in full force and effect, a policy of public liability insurance naming the Association as an additional insured. The limits of coverage of such insurance shall be established by resolution of the Executive Board. If any Unit Owner fails to obtain, or allows such insurance to lapse, the Association shall have the right to obtain such insurance, in the name of the Association and assess the cost against the Unit.

Each Unit Owner shall maintain insurance upon all improvements on their Unit against fire and other casualty. Each Unit Owner covenants that in the event of fire or casualty loss, insurance proceeds shall be used to promptly repair all damage and restore the improvements or, in the event the Unit Owner elects not to rebuild, to clear the Unit of rubble, properly abandon all utility connections, and remove all signs from the Unit.

19. LIABILITY: Any action alleging a wrong done by the Association must be brought against the Association and not against any Unit Owner. A Unit Owner is not precluded from bringing an action contemplated by this subsection because it is a Unit Owner. Liens resulting from judgments against the Association are governed by §76-875 of the Act. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association

shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by natural elements or other Unit Owners.

20. USE OF COMMON ELEMENTS: The Association, and each Unit Owner of a Unit, shall have the right to use such Common Elements in accordance with the purposes for which they are intended, and shall have an easement over such Common Elements for that use, as provided herein. The Executive Board may adopt and amend from time to time Rules and Regulations governing the use of Common Elements, provided that such Rules and Regulations are not in conflict with this Declaration and are uniform and nondiscriminatory. Each Owner, by the acceptance of a deed or other instrument of conveyance or assignment, agrees to be bound by all such Rules and Regulations. Copies of such Rules and Regulations as amended shall be furnished by the Association to all Owners and occupants of the Property upon request.

21. COMMON ELEMENT EXPENSES AND LIEN: The members shall pay annual and special assessments for the maintenance and repairs of the Common Elements and reserves based on their respective Allocated Interests, except the cost of maintaining and repairing the Limited Common Elements, if any, shall be a common expense of only the Owners of the Units who have use of the Limited Common Elements. 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 eighteen percent (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.

Assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Executive Board shall determine in its budget, at least thirty (30) days in advance of each fiscal year, as necessary to provide for the payment of all estimated expenses relating to or connected with the administration, maintenance, ownership, repair, operation, addition, alteration, and improvement of the Common Elements. Said sum may include, but shall not be limited to, premiums for insurance; common lighting; utilities not separately metered on behalf of each Unit and the Common Elements; repairs and renovations; management fees; expenses and liabilities incurred by the Executive Board on behalf of the Owners under or by reason of this Declaration; the creation of reasonable contingency reserves, working capital, and/or sinking funds; and any and all other costs and expenses relating to the Common Elements and/or the Condominium. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established

by the Executive Board. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or release of the Owner from the Owner's obligations to pay the same.

22. REPAIRS: The Executive Board may assess a member with the cost of maintenance or repair of Common Elements necessitated by willful or negligent conduct of the member by adding such cost to the next assessment against the member's Unit.

23. 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 this Declaration, (2) a 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.

To evidence such lien for unpaid Assessments, the Executive Board shall prepare a written notice setting forth the amount, the name of the Unit Owner and a description of the Unit. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the records of the Register of Deeds of Lancaster County, Nebraska. Such lien shall attach from the date of the failure of payment of the Assessment, and may be enforced by foreclosure by the Association against the defaulting Unit Owner's Unit in like manner as mortgages on real property, but the Association shall give reasonable prior notice of its action to all lienholders of the Unit whose interest would be affected. The lien provided herein shall be in favor of the Association and for the benefit of all of the Unit Owners. In any such foreclosure or lawsuit to recover a money judgment, the Unit Owner shall be required to pay the costs and expenses of such proceedings, the costs, expenses, and attorneys' fees for filing the notice or claim of lien, and all reasonable attorneys' fees in connection with such foreclosure or lawsuit. The Unit Owner shall also be required to pay the Association the Assessments for the Unit during the period of foreclosure and the Association shall be entitled to a receiver to collect such sums. The Association, on behalf of the Owners, shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey such Unit. In any foreclosure of a lien for Assessments, the Association shall be entitled to the appointment of a receiver for such Unit Owner.

24. LIENHOLDER RIGHTS: A holder, insurer or guarantor of a lien, upon written request to the Association (such request to state the name and address of the lienholder), will be entitled to timely written notice of:

1. Any proposed amendment of the Condominium instruments effecting a change in:
 1. The boundaries of any Unit or the appurtenant easement rights;
 2. The interests in the Common Elements or the liability for expenses associated with interest in the Common Elements for any Unit;
 3. The number of votes in the Association for any Unit; or
 4. The use to which any Unit or the Common Elements are restricted;
2. Any proposed termination of the Condominium;
3. Any condemnation or casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a written request for notice;
4. Any delinquency longer than 60 days in the payment of assessments or charges by an Owner of a Unit;
5. Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to paragraph 18 above.

25. CAPITAL IMPROVEMENTS: Annual and special assessments, other than for capital improvements, may be levied by the Executive Board. Any special assessment for capital improvements to the common areas or common elements shall be approved by the affirmative vote of Unit Owners representing sixty-seven percent (67%) of the votes of Unit Owners whose allocated interests would be affected by the improvement, 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.

Notwithstanding the forgoing, the Owners of Units 1, 2 and 3 shall construct the Private Roadways and Private Driveway shown on Exhibit "A" and shall further construct an extension of the Private Road as necessary to connect the same to North 28th Street where it is stubbed in from Fletcher Avenue south of the Property (collectively the "Road Construction"). Additionally, the Owners of Units 1, 2 and 3 shall extend all public utilities as necessary to make the same available at the Property, including, without limitation, storm sewer, gas, electric, cable TV, water and sanitary sewer (collectively the "Utility Extension"). The Owner of each Unit shall grant any easements necessary for construction

of such utilities and such easements shall be deemed Common Elements or Limited Common Elements as the case may be. The Road Construction and Utility Extension shall be constructed in compliance with all ordinances, design standards, rules, permits and regulations of the City of Lincoln, Nebraska. The cost of the Road Construction and the Utility Extension shall be assessed one-half ($\frac{1}{2}$) to the Owner of Unit 1, one-fourth ($\frac{1}{4}$) to the Owner of Unit 2, and one-fourth ($\frac{1}{4}$) to the Owner of Unit 3.

26. BINDING EFFECT: The covenants contained in this Declaration shall run with the land and shall bind the Declarant, all persons claiming under the Declarant and all Unit Owners.

27. 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 this Declaration; however, all actions shall be taken by the Association or by any Unit Owner after 30 days written notice to the Association and the Association fails to take any action to enforce this Declaration.

28. AMENDMENTS: Except as provided by §76-854 of the Act and this Declaration, the Condominium established by this Declaration may be amended, in writing, by the Unit Owners of all of the Units at any time. The Condominium established by this Declaration may be terminated, in writing, by the Unit Owners of all of the Units. The Act shall govern any termination.

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

30. MECHANIC'S LIEN RIGHTS AND INDEMNIFICATION: No labor performed or materials furnished and incorporated in a Unit with the consent of or at the request of the Owner thereof or his/her agent, contractor, or subcontractor, shall be the basis for the filing of a lien against all or any portion of the Unit of any other Owner not expressly consenting to or requesting the same. Each Owner shall indemnify and hold harmless all of the Owners from and against all liability arising from the claim of any construction performed, or for labor, materials, service, or products incorporated in the Owner's Unit at such Owner's express or implied request.

31. CONDEMNATION:

a. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for its Unit and its interest in the Limited Common Elements or Common Elements, whether or not any Limited Common Elements or Common Elements are acquired. Upon a complete acquisition of a Unit, unless the decree otherwise provides, that Unit's Allocated Interests shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall be thereafter a Common Element.

b. Except as provided in subsection (a) of this Section, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its interest in the Limited Common Elements or Common Elements, whether or not any Limited Common Elements or Common Elements are acquired. Upon acquisition, unless the decree otherwise provides (i) the Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit and (ii) the portion of the Allocated Interests divested from the partially acquired Unit shall be automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced usable square footage as provided herein.

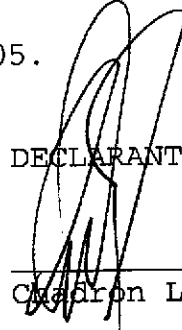
c. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Unit Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

32. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS: This Condominium is not subject to any development rights to add units or real estate and no power is reserved by Declarant to add such units or real estate, or make the Property part of a larger condominium, group of condominiums or other real estate.

33. REGISTRATION BY OWNER OF MAILING ADDRESS: Each Unit Owner shall register its mailing address with the Association, and except for monthly statements and other routine notices, and other notices or demands intended to be served upon a Unit Owner shall be sent by either registered or certified mail, postage prepaid and addressed in the name of the Unit Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association shall, be sent by certified mail, postage prepaid to the President of the Association at the principal place of business thereof and to the registered agent of the Association at the registered office thereof.

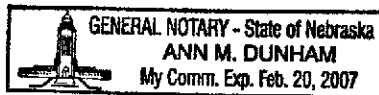
Dated: April 12, 2005.

DECLARANT


Chadron L. Gutschow

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of April, 2005, by Chadron L. Gutschow.





Notary Public

EXHIBIT "B"
Allocated Interests

<u>Unit Number</u>	<u>Square Feet</u>	<u>Allocated Interest</u>
1	135,223	50.00%
2	74,784	25.00%
3	60,867	25.00%

EXHIBIT "C"
Votes of Owners of Unit

<u>Unit Number</u>	<u>Square Feet</u>	<u>Votes</u>
1	135,223	50
2	74,784	25
3	60,867	25