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P & M FUND 11.50 GEN FUND 106.50
REC'D Alyssa • Conway Pauley Johnson
RETURN Conway Pauley Johnson
* See Address Below



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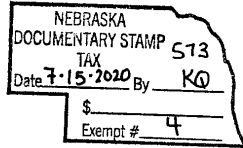
ADAMS COUNTY, NE
FILED
INST. NO. 20202634
7-15-2020
Date _____ Time 3:07 PM
Rachel O'Ormsby
REGISTER OF DEEDS

Central Block Condominium The
NUM Original Town Hastings
RD. COMP X BM
COMPARE ✓ KQ
CADAS 8-15 AM COMP BM
OK KQ KQ

Return to:
Conway, Pauley & Johnson, P. C.
P. O. Box 315
Hastings, NE 68902-0315

DECLARATION OF "THE CENTRAL BLOCK" CONDOMINIUM ASSOCIATION

Lots Seven 7-9, Block Twenty-two (22), Original Town, now
City of Hastings, Adams County, Nebraska.



DECLARATION OF

"THE CENTRAL BLOCK" CONDOMINIUM ASSOCIATION

The undersigned, Brant Rentals, LLC, a Nebraska Limited Liability Company, ("Declarant"), creates a Condominium on the property in the manner established by the Revised Statutes of Nebraska Sections 76-825 through 76-894 (R.R.S. 1943) known as the *Nebraska Condominium Act*. The name of the Condominium is The Central Block. The name of the Association is The Central Block Condominium Association Inc., a Nebraska corporation.

WHEREAS, Declarant is the owner in fee simple of certain real property located in the County of Adams, State of Nebraska, which is more particularly described as:

Lots Seven 7-9, Block Twenty-two (22), Original Town,
now City of Hastings, Adams County, Nebraska, ("Property"),

and after the Plat or Map and this Declaration have been recorded in the office of the Register of Deeds of Adams County, Nebraska, every contract, deed, lease, Security Interest, trust deed, will or other instrument may legally use said legal description.

Article 1. Submission of Property: The Declarant hereby publishes and declares pursuant to the Act that the Property, together with all the improvements heretofore and hereafter constructed thereon, and all appurtenances thereto, shall be held, sold, conveyed, transferred, and occupied subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property in accordance with this Declaration. To the extent this Declaration is silent on an issue within the Act, the provisions of the Act shall apply. If the Act is repealed, the Act as it was in effect on the date this Declaration is filed shall remain applicable. To the extent this Declaration and the Act conflict, this Declaration shall govern.

Article 2. Name and Location: The name of the Condominium is "The Central Block" Condominium Association. "The Central Block" Condominium Association is a Nebraska non-profit corporation. The Condominium Association shall be located in Adams County, Nebraska, and the location described in Recital "A" of this Declaration.

Article 3. Units: The Condominium Project consists of three (3) Residential Units which are located on the Second and Third Floors and two (2) Commercial Units located on the First Floor. The units, along with the identifying numbers of each Unit created by the Declaration, are shown in Exhibit "A" (Plat and Plan), and such Units shall be referred to herein as #1, #2, #3, #4, and #5. The units are further identified on the Plans recorded pursuant to the terms of this Declaration and the Act. Each Unit includes an appurtenant percentage of undivided interest in the Common Elements and the respective Limited

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Common Elements (hereinafter the "Allocated Interest") as set forth in Exhibit B attached hereto and incorporated herein by this reference.

(a) The Common Expense liability shall be based on the operation and maintenance costs for these Common Elements and the amount of the assessment will change on a yearly basis according to these costs. Each Unit may be described by its Unit number as shown on the Plans as set forth in this Declaration and such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Unit owner's corresponding Allocated Interests even though the same is not expressly mentioned or described therein. Ownership of each Unit and the Unit owner's corresponding share in the Common Expenses shall not be separated. Other than the Declarant, no Unit owner may relocate the boundaries or any Unit or further subdivide or combine any one or more of the Units unless approved by the Declarant and by the Executive Board.

(b) The Common Element Interest Allocation Table attached as Exhibit B hereto and by this reference incorporated herein is a list of all Units, their identifying numbers, location (all as shown more fully on the Plans), type and the common and limited element allocated interests.

Article 4. Definitions: The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are defined as follows:

- a) "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit.
- b) "Approval" or "Approved" shall mean securing the prior approval as required herein before doing that for which such approval is required.
- c) "Assessments" means all Common Expense Assessments, Special Assessments, Individual Assessments and fines levied by the Executive Board pursuant to the Documents.
- d) "Association" means "The Central Block" Condo Association, a Nebraska non-profit corporation, its successors and assigns organized and existing under § 76-859 of this Act.
- e) "Bylaws" means any instruments, however denominated, which are adopted by the Association for the regulation of "The Central Block" Condo Association.
- f) "Common Elements" means the areas designated as such on the Plats and Plans, being all portions of the condominium other than the Units, which shall include, without limitation, each and every outside stairway or fire escape, utility installations including service utility or mechanical areas located on or in the Property, and pipes, wires and conduits and connections for television, internet, electricity, light, water and plumbing or other utilities, except those items that are exclusively within or for the benefit of a particular Condominium Unit and not used to service any Unit other than that particular Condominium Unit and public right-of-ways adjacent to the Property that the Association is responsible for maintaining, including without limitation the generality of the foregoing, decorative urns and planters, pavements, sidewalks, storm and water systems, sewage lines.
- g) "Common Expense Assessments" means all Assessments made for Common Expenses.
- h) "Common Expenses" means expenditures made or financial liabilities incurred by or on behalf of the Association. These expenses for the operation of the Condominium include, but are not limited to:
 - 1) Expenses of administering, maintaining, insuring, repairing, or replacing the common elements;
 - 2) Expenses declared to be Common Expenses by this Declaration; and
 - 3) Expenses agreed upon as Common Expenses by the Association.
- i) "Condominium" means the Property.
- j) "Declarant" means any Person or group of Persons acting in concert who: (1) as part of a common promotional plan, offer(s) to dispose of to a Purchaser such Declarant's interest in a Unit

- not previously disposed of to a Purchaser; (2) reserves or succeeds to any Special Declarant Right; (3) "The Central Block" Condo Association; or (4) Jebadiah Brant.
- k) "Declaration" means this Declaration, including any amendments hereto and also including, but not limited to Plats or Plans of the Property recorded in the office of the Register of Deeds of Adams County, Nebraska.
 - l) "Development Rights" means any right or combination of rights reserved by a declarant in the declaration to: (1) add real estate to a Condominium; (b) create units, common elements, or limited common elements within a Condominium; (3) withdraw real estate from a Condominium, all in accordance with Neb. Rev. Stat. §76-847.
 - m) "Director" means the Director of the Association.
 - n) "Documents" means this Declaration, the Plats and Plans as recorded and filed, the Bylaws, the Articles of Incorporation, and the Rules and Regulations as they may be amended from time to time together with any exhibit, schedule or certificate accompanying such Documents.
 - o) "Executive Board" means the Executive Board designated in this Declaration to act on behalf of the Association in accordance with the Bylaws.
 - p) "Fines" means any monetary penalty imposed by the Executive Board against a Unit Owner because of a violation of this Declaration, the Articles of Incorporation of the Association, its Bylaws, or the Rules and Regulations by such Unit Owner, or Unit Owner's family, guest tenant, customer or invitee.
 - q) "Identifying Number" means a symbol or address that identifies only one Unit of the Condominium.
 - r) "Individual Assessments" means any Assessments made against a Unit or Unit Owner pursuant to the provisions of the Documents, other than Common Expense Assessments or Special Assessments.
 - s) "Limited Common Elements" means a portion of the Common Elements allocated in Article 6 hereinafter, or by operation of subsection (2) or (4) of §76-839 of the Act for the exclusive use of one or more Units but fewer than all of the Units.
 - t) "Member" means every Person who is a Unit Owner in the Association.
 - u) "Person" means a natural person, corporation, business trust, estate, trust, LLC, Limited Partnership, general partnership, association, joint venture, government, government subdivision or agency, or other legal, or commercial entity, or any combination thereof.
 - v) "Plat" and "Plans" refers to the Plat or Map recorded in the accordance with §76-846 of the Act and recorded in the records of the Register of Deeds of Adams County, Nebraska, regarding this Declaration.
 - w) "Property" means all of the real property described in Recital "A" above.
 - x) "Purchaser" means any Person, other than the Declarant, who, by means of voluntary transfer, acquires a legal or equitable interest in a Unit, other than a (1) leasehold interest, or a (2) security interest.
 - y) "Real Estate" means any interest in, over, or under the land, including structures, fixtures, and other improvements and interests that, by custom, usage, or law, pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without horizontal boundaries and spaces that may be filled with air or water.
 - z) "Rules and Regulations" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Condominium, including any amendments to those instruments.
 - aa) "Security Interest" means an interest in real estate or personal property, created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgaged deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as a security assignment of lease or rents intended as security, lease of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation. "First Security Interest" means a Security Interest in a Unit

prior to all other Security Interests except the Security Interest for real property taxes and assessments made by Adams County, Nebraska, or other government authority having jurisdiction over the Condominium.

- bb) "Special Declarant Rights" means rights reserved for the benefit of a Declarant to perform the following acts as specified in the Act: to complete improvements indicated on Plats or Maps filed with the declarations as provided in §76-846; to exercise any development right pursuant to §76-847; to use easements through the common elements for the purpose of making improvements within the Condominium or with real estate which may be added to the Condominium pursuant to §76-853; to make the Condominium part of a larger condominium or a planned community pursuant to §76-858; to merge or consolidate a Condominium for the same form of ownership; or to appoint or remove any officer of the association or any executive board member during any period of Declarant control pursuant to §76-861.
- cc) "Unit" means the physical portion of the Condominium designated for separate ownership or occupancy and the boundaries of which are described in or determined from this Declaration, and shown on the Plat or Map Unit.
- dd) "Unit Owner" means the Declarant or other Person who owns a Unit but does not include a Person having solely a Security Interest in a Unit. The Declarant is the Unit Owner of any Unit created in this Declaration until that Unit is conveyed to another person.

Article 5. Common Elements: The common elements are all portions within the Condominium that are not designated as Units or as Limited Common Elements as defined in Article 6. The Association shall have the authority to adopt such rules and regulations as it deems necessary for the use of the common elements, and may post such signs as it deems necessary. Each Unit Owner shall have a right of enjoyment in and to the Common Elements and such right shall pass with title to every Unit. The Units and Common Elements shall be maintained and repaired by each Unit owner and by the Association in accordance with the provisions of Section 76-865 of the Act, except as expressly set forth to the contrary in this Article 5. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed proportionally against the Units to which such Limited Common Element was assigned at the time the expense was incurred.

No garbage, refuse, rubbish, yard waste, junk, or salvage materials shall be deposited or accumulated upon any of the Common Elements.

Any liability arising from the use of the Common Elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to the allocated interest shown in Article 9 of this Declaration.

Article 5.1 Undivided Interest in Common Elements. The owner of each unit shall own an undivided interest in the Common Elements as a tenant (or tenants) in common with all the other unit owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for the purposes incidental to the use and occupancy of said Unit, and such other incidental uses as may be permitted by this Declaration, which right shall be appurtenant to and run with such person's or persons' Unit. The extent and amount of percentage of such ownership shall be expressed by a percentage amount, the particular percentage amount, also sometimes referred to herein as "share", appertaining to each Unit being set forth in Exhibit B attached hereto and made a part hereof. The percentage interest appurtenant to each Unit may change in the event any Unit is converted to a Common Element, any Common Element is converted to a Unit or the boundaries of any Unit are relocated as authorized by the Act and this Declaration.

Article 5.2 No Partition of Common Elements. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, and no Unit owner or owners shall

bring any action for partition or division of the Common Elements and any agreement to the contrary shall be null and void. Provided, however, nothing herein contained shall prevent partition of a Condominium unit as between any persons who are co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

Article 5.3 Allocated Share of Common Elements. The percentage interest or share allocated to each Unit shall be determined as set forth in Article 3 above. Each owner, by acceptance of the deed to a Unit, expressly agrees to the allocation and reallocation of the percentage interest set forth hereinabove or by exercise of any other Special Declarant Right. Allocations and reallocations of the percentage interest may be subject to minor variations attributable to rounding off. The respective percentage interest shall be compounded to five significant figures so the sum of the percentage interests of all Units equals one hundred (100%) percent.

Article 5.4 Allocated Share of Residential Units - Limited Common Elements. The percentage interest or share allocated to each Residential Unit shall be a fraction, the numerator of which shall be the number of Residential Units owned by the Unit Owner and the denominator of which shall be the total number of Residential Units except for the heating and maintenance of the underground parking garage and access thereto which percentage interest or share allocated to each Residential Unit shall be a fraction, the numerator of which shall be the number of parking spaces reserved for said Residential Unit and the denominator of which shall be the total number of parking spaces as follows:

TABLE OF ALLOCATIONS OF RESIDENTIAL LIMITED COMMON ELEMENTS

<u>Unit#</u>	<u>% Share of Residential Limited Elements/Expenses</u>	<u>% Share of Underground Garage/Expenses</u>
#1	0.0%	0.0%
#2	33.333%	28.571%
#3	0.0%	0.0%
#4	33.333%	28.571%
#5	33.333%	42.857%

Article 6. Limited Common Elements:

Article 6.1 Unless the context of this Declaration otherwise requires, Limited Common Elements shall be as provided in the Act and assigned and allocated exclusively to the Units so served as follows:

- (a) Doors leading from Units to Limited Common Elements, and their related frames, sills and hardware;
- (b) Doors leading from Units to Common Elements, and their related frames, sills and hardware;
- (c) Windows and doors and their related frames, sills, and hardware, which are not part of the Unit, but which are adjacent to and serve only such Unit;
- (d) Any roof deck or patio that is physically attached to the Unit, but lies outside of the Unit's boundaries and serves only one Unit;

(d) The signage as herein permitted as well as any materials used to attach the same to the building are Limited Common Elements of those Commercial Units serviced or benefitted by these items; and

(e) The following described Limited Common Elements shall be assigned and allocated to the Units as shown in Article 5.4 and further defined as follows:

(i) to the Residential Units (Units 2, 4, 5): water supply, elevators, elevator equipment, elevator shafts, heating, cooling and sewage disposal systems, the underground parking garage, common hallways, any enclosed stairway located in the basement, first, second or third floor, and any security and access systems installed for the use and benefit of the Residential Units. The aforementioned are for the exclusive use and benefit of Units 2, 4 and 5 therefore Units 1 and 3 shall not share in the allocated expense or maintenance of the items listed in this section 6.1(e)(i).

Article 6.2 The exclusive use of the Limited Common Elements by a Residential Unit owner to which it is assigned, shall be limited to lawful uses normally associated with property serving residential apartments. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the Limited Common Elements that are consistent with the provisions of the immediately preceding sentence, and in any event no alteration of any portion of any Limited Common Element may be performed without the prior written consent of the Executive Board.

Article 7. Special Declarant's Rights: The Declarant reserves the special right to (1) complete construction necessary to improve the Building, Units, Common Elements, Limited Common Elements, and any items related thereto as indicated on plats and plans filed with the declaration; (2) exercise any development rights in accordance with Nebraska Revised Statute §76-847; (3) create and post signs that advertise the sale of units, and maintain sales offices or management offices, all in accordance with Nebraska Revised Statute §76-852; (4) use easements as specified in the Declaration; (5) use easements through the common elements for the purpose of making improvements within the Condominium or within real estate which may be added pursuant to Nebraska Revised State §76-847; (6) appoint or remove any officer of the Association or any master association or any executive board member during any period of declarant control pursuant to subsection (d) of Nebraska Revised Statute §76-861.

Article 8. Membership: Every person or entity who becomes a unit owner shall be a member of the Association. Any person or entity who holds an interest in a unit merely as a security interest for an obligation shall not be a member. Ownership of such unit shall be the sole qualification for membership. When more than one person holds a membership interest in any Unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine.

Article 9. Allocated Interests and Voting: The undivided interest in the Common Elements, Common Expense Liability, and votes in the Association shall be allocated among the Unit Owners as follows:

(a) **Common Elements and Common Expense Liability:** Each Unit Owner's share of the undivided interest in the Common Elements and Common Expenses shall be a fraction, the numerator of which shall be the number of Units owned by the Unit Owner and the denominator of which shall be the total number of Units.

(b) **Voting:** Each Unit shall be entitled to twenty (20) votes for each Unit owned. Regardless of the number of Members owning a single Unit, each Unit is allocated a total of twenty (20) votes.

The undivided interest in the Common Elements, Common Expense Liability and votes in the Association for each Unit are set forth in the following table:

TABLE OF ALLOCATIONS

<u>Unit #</u>	<u>% Share of Common Elements/Expenses</u>	<u>Number of Votes in Association Matters</u>
#1	20.00%	20
#2	20.00%	20
#3	20.00%	20
#4	20.00%	20
#5	20.00%	20

Article 10. Association and Executive Board: The business and affairs of the Condominium shall be managed by the Association. The administration of the Condominium shall be governed by the Documents and the Act. The Association shall have all of the powers, authority, and duties permitted pursuant to the Documents and the Act which are necessary and proper to manage the business and affairs of the Condominium. The Executive Board shall consist of Members and/or Unit Owners elected in accordance with the Association's Bylaws and Documents.

The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration or the Bylaws. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium, including, but not limited to the following:

(a) Adopt and Amend Bylaws; (b) Adopt and amend Rules and Regulations regarding the use and enjoyment of the Common Elements, and the activities of occupants thereon; (c) Collect Assessments from Unit Owners; (d) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Documents in the Association's name, on behalf of the Association or on any matters affecting the Condominium; (e) regulate the use, maintenance, repair, replacement and modification of the Common Elements; (f) Cause additional improvements to be made as a part of the Common Elements; (g) Impose reasonable charges for late payment of Assessments, recover reasonable attorney's fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association; and (h) exercise Development Rights in accordance with Nebraska Revised Statute §76-847.

Article 11. Conveyances: Any unit may be conveyed subject to the provisions in the Declaration.

Article 12. Subdivision: With the written approval of the Executive Board, units may be combined or divided and incorporated within the boundaries of one or more units. However, no division of any Unit shall increase the total number of Units. Upon approval, the Executive Board shall record an amendment to this Declaration, and the allocated interests shown on Exhibit "B" shall be reallocated. The expense of preparation of the amendment, reallocation of expenses, and recording fees shall be assessed against the units affected.

Article 13. Maintenance and Improvement of Units: Each Unit shall be maintained by the Unit Owner in good repair. Rubbish, refuse, garbage, and other solid, semi-solid, or liquid waste shall not be allowed to accumulate in or on any Unit, and shall be disposed of in a sanitary manner. Each Unit Owner shall promptly report to the Executive Board any need for repairs for which the Association may be responsible. A Unit Owner may make any improvements or alteration to the Unit that do not impair the

structural integrity of mechanical systems or lessen the support of any portion of the Condominium, but a Unit Owner may not change the appearance of the common elements, or the exterior appearance of a unit or limited common element or any other portion of the Condominium, without the written Approval of the Executive Board.

Article 14. Mortgages.

Article 14.1 Requirements.

(a) Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations to the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, without limitation, that the mortgagee or lien holder shall have no right to (i) participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit owners pursuant to Section 76-871 of the Act or of insurance proceeds in excess of the cost of repair or restoration received by the owner of the Unit encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. (iv) Nothing contained in Article 14(1)(a) hereinabove or elsewhere in this Declaration shall give a Unit owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(b) No Unit owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be secured, and has submitted to the Executive Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than (i) a first mortgage or (ii) a junior mortgage to the Declarant or Seller of a Unit is delivered to the Executive Board, the Executive Board shall promptly notify the proposed mortgagee whether such mortgage has been approved by the Executive Board as an Eligible Mortgage.

Article 14.2 Eligible Mortgages.

(a) When an Eligible Mortgage is delivered to the Executive Mortgagee or other lien holder, the Unit owner shall simultaneously provide an executed or conformed copies to the Executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such Eligible Mortgagee with a Certificate of insurance showing that the Eligible Mortgagee's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each Eligible Mortgage, and whether it is a first Mortgage.

Article 14.3 Rights of Eligible Mortgagees.

Article 14.3.1. Upon specific written request of a holder of an Eligible Mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the owner of the Unit covered by the mortgage;
- (b) Any audited or unaudited financial statements of the Executive Board which are prepared for the Executive Board and distributed to the Unit owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;
- (c) Copies of notices of meetings to the Unit owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (e) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; and
- (g) Any condemnation or casualty loss that affects either a material part of the Condominium of the Unit securing the Mortgagee's mortgage.

Article 14.4 Approval of Mortgagees. Subject to the limitations imposed by Section 78-856 of the Act, and further subject where applicable to the agreement of Unit owners of Units to which at least eighty percent (80%) of the votes in the Association are required by the Act:

- (a) The prior written approval of holders of first mortgages of Units representing at least sixty percent (60%) of the votes of Units subject to first mortgages shall be required to terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property;
- (b) The prior written approval of at least two-thirds (2/3) of the holders of first mortgages on Units (based upon one vote for each first mortgage owned) shall be required for any of the following:
 - (i) The termination or abandonment of the condominium status of the Property except for termination or abandonment as a result of condemnation or substantial loss to the Units and/or Common Elements;
 - (ii) A change in the schedule of Common Element Interest Allocations set forth in Exhibit B allocated to each Unit;
 - (iii) The partition or subdivision of any of the Common Elements;
 - (iv) The abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection);
 - (v) The use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property;

(c) The prior written approval of holders of first mortgages of Units representing at least fifty-one (51%) of the votes of Units subject to first mortgages shall be required to make an amendment or material change to the Condominium Documents. A change in the provisions of any Condominium Document directly relating to any of the following shall for the this purposes be considered material:

- (i) Voting rights;
- (ii) Convertibility of Units into Common Elements or of Common Elements into Units;
- (iii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (iv) Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit; and
- (v) Actions to terminate the legal status of the Condominium after substantial destruction or condemnation occurs.

(d) Notwithstanding anything to the contrary in this Article 14.4, written approval of holders of first mortgages on Units shall not be required for an amendment to this Declaration made pursuant to Article 16 hereof.

Article 14.5. **No Severance of Ownership.** No owner shall execute any deed, mortgage, lease or other instrument affecting title to his or her Unit ownership without including therein both his or her interest in the Unit and his or her corresponding allocated interest, including his or her share in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one, without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Article 15. Use of Units: The occupancy and use of the Units and Common Elements (including Limited Common Elements) shall be subject to the following restrictions:

- (a) The Units and Common Elements (including Limited Common Elements) in the Condominium are restricted to residential use, as to the Second and Third Floor Units, and commercial use, as to the First Floor Units, and may not be used for any other purposes by the Unit owner or any future Unit owner. No Unit owner shall permit his or her Unit to be used or occupied for any prohibited purposes.
- (b) No flag poles, flags, decoration, or other exterior appurtenances shall be affixed or attached to the outside of any Unit, or wall outside of any Unit, or installed anywhere within the common areas without the prior written consent of the Executive Board.
- (c) No Person shall disturb, tend to disturb or aid in disturbing the peace of others by violent, tumultuous, offensive disorderly or obstreperous conduct and no Unit Owner shall knowingly permit such conduct.
- (d) A Unit owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his or her Unit or Units which will impair the structural integrity of the building or any mechanical or electrical system therein.
- (e) No use shall be made of a Unit Owner's Unit which will in any manner violate the statutes, ordinances, rules, or regulations of any governmental authority having jurisdiction over the use of said Unit Owner's Unit.

Article 16. Amendments: Except as otherwise provided in the Act and this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon Approval of the amendment or repeal by the Executive Board in accordance with the Documents. The amendment shall be effective upon the recordation in the office of the Register of Deeds of Adams County, Nebraska.

Article 17. Taxes: Each Unit Owner shall be solely responsible for payment of real property, personal property, sales, and use taxes regarding the Unit Owner's Unit.

Article 18. Conflict: The Documents are intended to comply with the requirements of the Act. If there is any conflict between the Documents and the provisions of the Act, the provisions of the Documents shall control, unless such control would invalidate the Documents, in which case the Act shall control. In the event of any conflict between this Declaration and any other Documents, this Declaration shall control.

Article 19. Meetings: Meetings of the Unit Owners shall be held at least once per year in accordance with the Documents.

Article 20. Declarant Control Period: The Declarant may, at its option, control the Association during the Declarant Control Period, during which time the Declarant may appoint and remove officers and members of the Executive Board, except as otherwise provided in Section 76-861 or Article 20.1 below.

Article 20.1. No later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit owners other than the Declarant, a transition election shall be held at which time two (2) additional members shall be elected to the Executive Board by Unit Owners.

Article 20.2. The Declarant Control Period shall commence with the date of recording this Declaration and continue for a period of: (i) not to exceed sixty (60) days after conveyance of fee title to eighty percent (80%) of the Units comprising the Condominium to Unit owners other than Declarant, or (ii) two years after Declarant has ceased to offer units for sale in the ordinary course of business, whichever first occurs.

Article 21. Insurance: The Association shall insure the Condominiums and the Association against risk, including tort liability, in the manner set forth in the Bylaws. Each policy shall be issued in the name of the Association for the benefit of the Unit owners in proportion to the allocated ownership interests shown on Exhibit B, and in no event shall the liability insurance coverage be less than \$1,000,000.00 per loss. The limits of coverage shall be established by resolution of the Executive Board. Premiums for such insurance shall be a common expense; provided that the Executive Board may assess the costs of insurance in proportion to risk. A Unit owner shall obtain insurance, for the Unit owner's account and benefit, covering the Unit, including the betterments and improvements, Unit contents including carpeting, floor coverings, wall coverings, draperies, and personal property, and such other coverage as the Unit owner shall desire. Such insurance commonly known as HO-6 coverage, shall be in addition to or over and above the insurance coverages obtained by the Association.

Article 22. Mailboxes: All mailboxes and mailbox holders shall be of a standard design adhering to the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service, and also subject to the approval of the Executive Board.

Article 23. 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.

Article 24. Controlling Law Jurisdiction and Venue: This Declaration shall be interpreted, construed and applied in accordance with the laws of the State of Nebraska. Jurisdiction and Venue shall be solely vested in Adams County, Nebraska.

Article 25. Severability: The invalidity or unenforceability of any provision of this Declaration shall not affect or render the remainder of the Declaration invalid or unenforceable, and to this end the provisions hereof are severable.

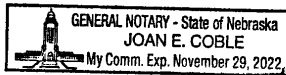
Brant Rentals, LLC
A Nebraska Limited Liability Company,

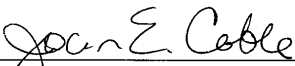
By: 
Jebadiah E. Brant, Member

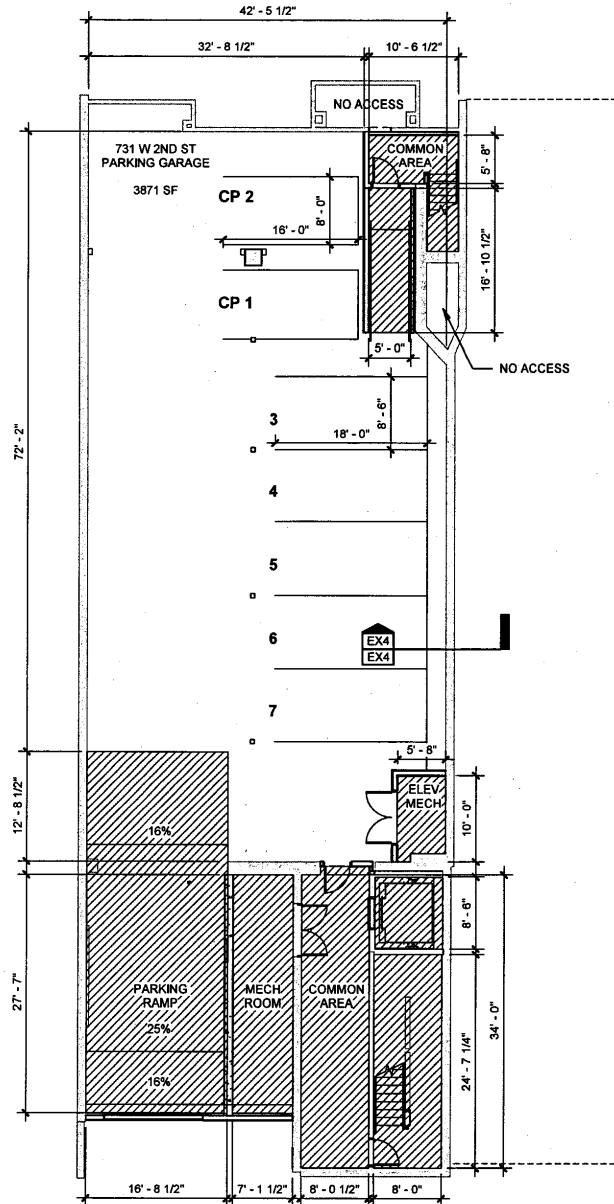
STATE OF NEBRASKA)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on 25 day of June, 2020
by Jebadiah E. Brant, Member, Brant Rentals, LLC, a Nebraska Limited Liability Company, on
behalf of the Company.

[SEAL]




Notary Public



BASEMENT FLOOR PLAN

SCALE: 3/32" = 1'-0"

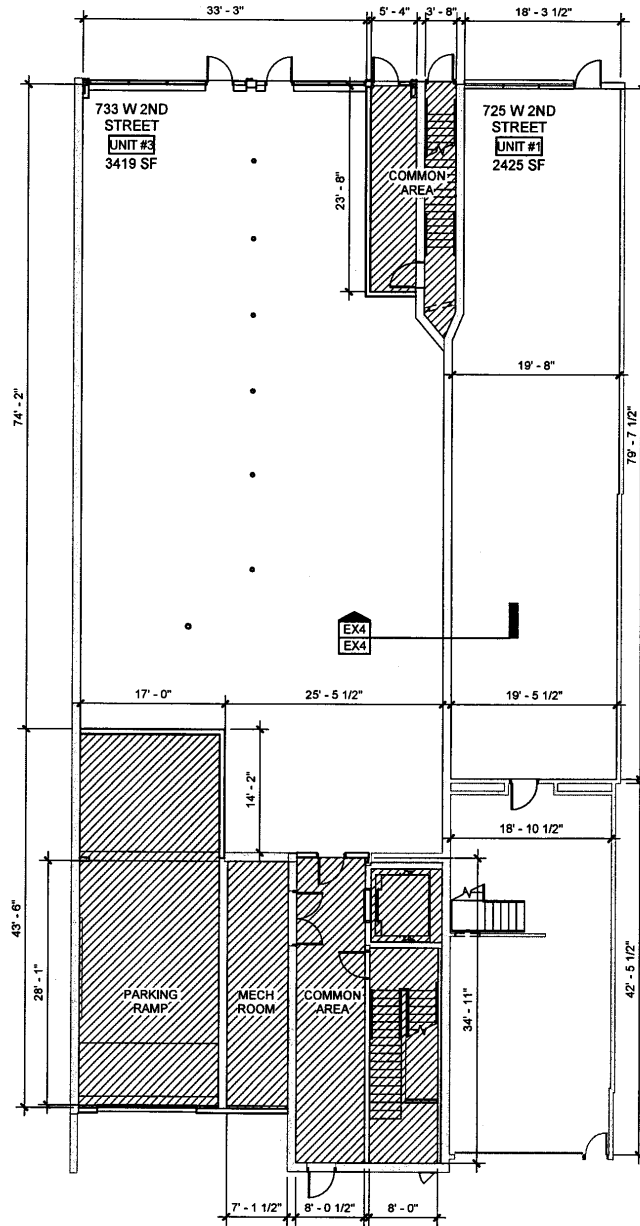
ALLEY POYNER MACCHIETTO ARCHITECTURE

14 of 19



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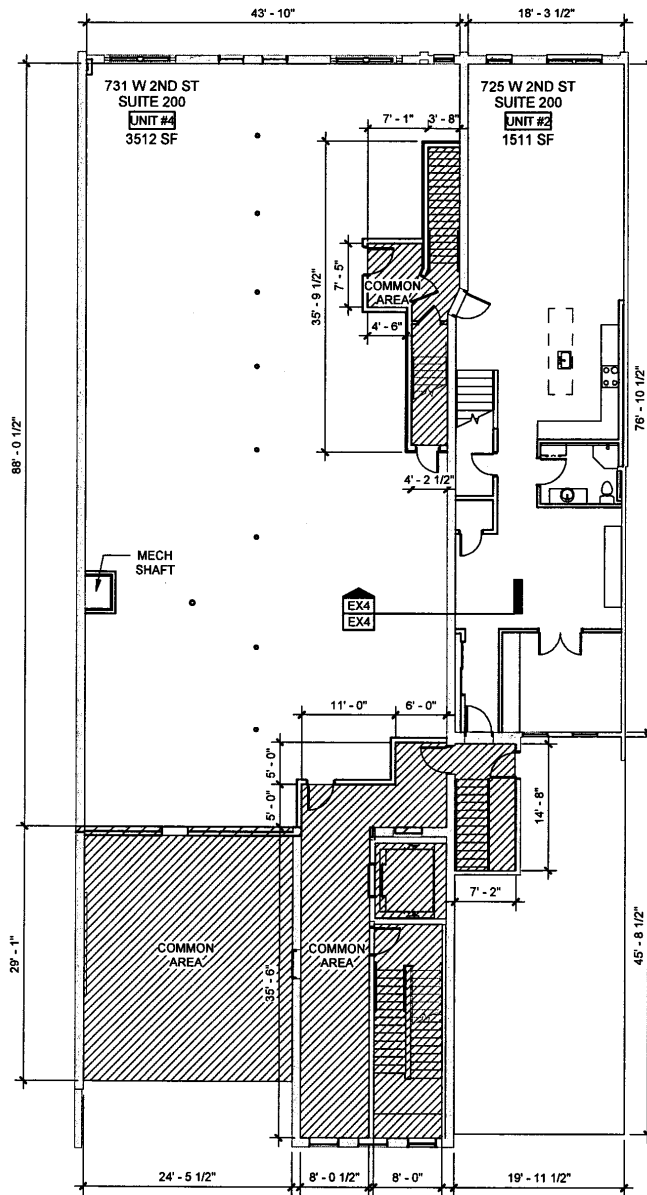
14



FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"

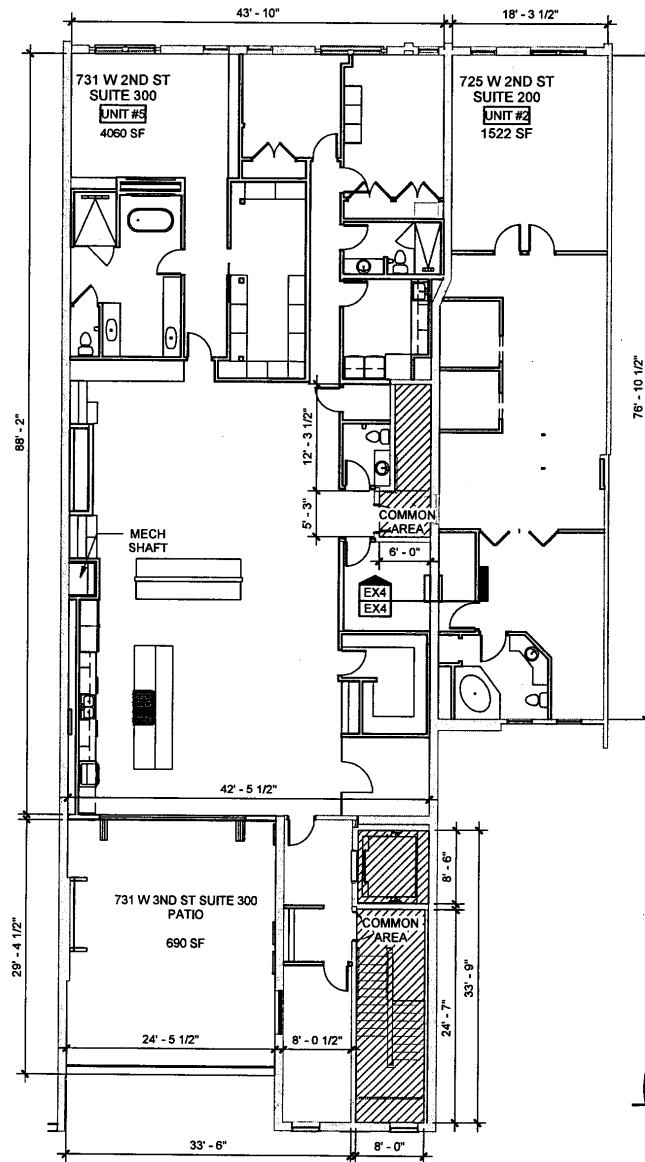




SECOND FLOOR PLAN

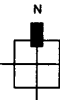
SCALE: 3/32" = 1'-0"

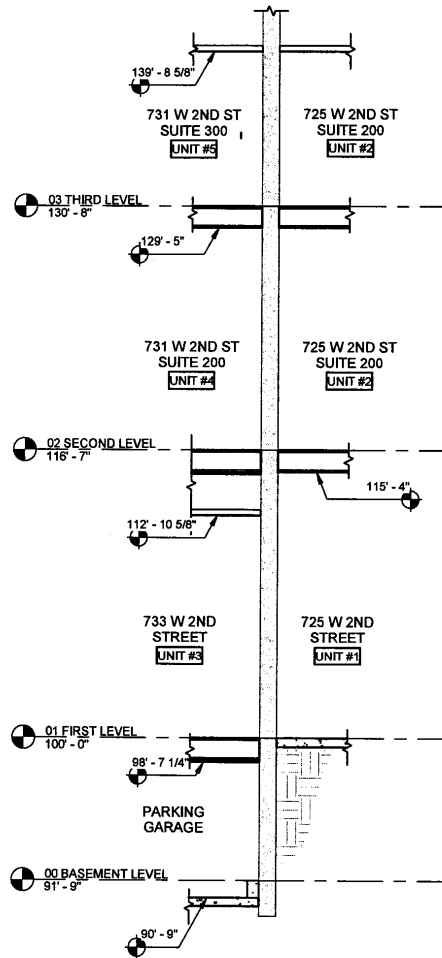




THIRD FLOOR PLAN

SCALE: 3/32" = 1'-0"





ELEV. SECTION

SCALE: 3/16" = 1'-0"

EXHIBIT "B"

TABLE OF ALLOCATIONS

<u>Unit #</u>	<u>% Share of Common Elements/Expenses</u>	<u>Number of Votes in Association Matters</u>
#1	20.00%	20
#2	20.00%	20
#3	20.00%	20
#4	20.00%	20
#5	20.00%	20

**TABLE OF ALLOCATIONS OF LIMITED RESIDENTIAL COMMON
ELEMENTS**

<u>Unit#</u>	<u>% Share of Limited Elements/Expenses</u>	<u>% Share of Underground Garage/Expenses</u>
#1	0.0%	0.0%
#2	33.333%	28.571%
#3	0.0%	0.0%
#4	33.333%	28.571%
#5	33.333%	42.857%