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Lloyd J. Dowding
REGISTER OF DEEDS

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LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

GRAND VILLA OF LA VISTA CONDOMINIUM PROPERTY REGIME NO. 1

THIS MASTER DEED AND DECLARATION revised this 8th day of August, 2001, by Grand Villa of La Vista Condominium Property Regime No. 1, a Nebraska non-profit corporation (herein called "Condominium"), for itself, its successors, grantees and assigns.

WITNESSETH:

1) The purpose of this Master Deed is to submit the lands herein described and the improvements built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-821 R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Grand Villa of La Vista Condominium Property Regime No. 1.

2) The lands owned by the Condominium which were submitted to the condominium regime are as follows:

Lot 230, Park View Heights 2nd Addition, a subdivision in Sarpy County, Nebraska, together with that part of the North ½ of the SE ¼ of Section 15, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the East ¼ corner of said Section 15; thence N 89°55'00" W on the north line of the SE ¼ of said Section 15, 1692.77 feet to the point of beginning, said point being on the Easterly R.O.W. line of Valley View Drive; thence Southerly along the Easterly R.O.W. line of said Valley View Drive on a 711.90 foot radius curve to the right a distance of 130.53 feet to a point of tangency; thence South on the Easterly R.O.W. line of said Valley View Drive S 10°35'21" W a distance of 12.22 feet to a point on the Northerly R.O.W. line of Granville Parkway; thence Southeasterly along the Northerly R.O.W. line of said Granville Parkway on a 385.00 foot radius curve to the right a distance of 224.14 feet (whose chord bearing is South 58°59'05" East and whose chord distance 220.99 feet) to a point of reverse curvature; thence along the Northerly R.O.W. line of said Granville Parkway on a 769.91 foot radius curve to the left a distance of 413.10 feet to a point on the Westerly R.O.W. line of 87th Street; thence Northerly along the Westerly R.O.W. line of said 87th Street on a 620.00 foot radius curve to the left a distance of 344.75 feet (whose chord bearing is North 01°18'05" East and whose chord distance is 340.33 feet) to a point of tangency; thence North 14°51'33" West on the Westerly R.O.W. line of said 87th Street a distance of 42.70 feet to a point of curvature; thence continuing Northerly along the Westerly R.O.W. line of said 87th Street on a 354.41 foot radius curve to the right a distance of 92.43 feet to a point of tangency; said point being on the North line of the Southeast quarter of said Section 15; thence North 89°55'00" West along the North line of the SE ¼ of Said Section 15, 503.63 feet to the point of beginning. (Containing 4.15 acres)

3) The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached By-Laws.

4) The condominium shall consist of five buildings with a neight of not more than two stories plus basement. The buildings will contain a total of 32 units which may only be used for residential purposes. The condominium will also include automobile

garage, parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 32,401 square feet and the total land area aggregates 180,774 square feet. Said buildings and improvements together with their location on the land and the area and location of each unit are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.

5) The general common elements of the condominium are described as follows: The tennis court facility as shown on the attached plans; the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified above; the exterior surface of all units except that exterior screening, window glass, storm doors and exterior doors including garage doors shall not be common elements; the foundations, exterior walls and party walls, roofs, yards and gardens, except that any yard areas that may be included within individual unit patios and individual unit fences, gates and balconies, as delineated on the attached plans shall not be common elements; drives, walks, parking areas and all parts of the property and improvements which are not located within the interior of the units as shown on the attached plans; common water meters and common chimney flues used by more than one unit. The air conditioning and/or heat pump for each unit is not a common element but is part of each such unit and shall be maintained and replaced as needed by each co-owner except in the case of a natural disaster. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his unit and the exterior portions thereof which have been excluded from the above definition of common elements including specifically, but not limited to, exterior glass, screens, storm doors, entry doors and garage doors; it being understood that the only common area of maintenance of exterior shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and/or replacements of the parts of the exterior of his unit which are herein excluded from the common elements and are thereby included within the individual unit definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefore against the co-owner and his unit in like manner as a delinquent assessment for common element expense. In case of natural disaster, all units will be replaced based on the Association By-Laws and the Association Insurance Policy.

6) The total basic value of the entire condominium regime was, at the time of construction, \$1,090,300.00, and the basic value of each unit together with the percentage which each unit shall share in the expense of and the rights in common elements are as follows:

<u>Unit Number</u>	<u>Basic Value</u>	<u>Percentage Interest</u>	<u>Unit Number</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
1	\$29,900	.0274%	17	\$38,400	.0352%
2	\$35,400	.0325%	18	\$35,400	.0325%
3	\$35,400	.0325%	19	\$35,400	.0325%

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4	\$38,400	.0352%	20	\$32,400	.0297%
5	\$38,400	.0352%	21	\$32,400	.0297%
6	\$35,400	.0325%	22	\$29,900	.0274%
7	\$35,400	.0325%	23	\$38,400	.0352%
8	\$32,400	.0297%	24	\$35,400	.0325%
9	\$32,400	.0297%	25	\$35,400	.0325%
10	\$29,900	.0274%	26	\$32,400	.0297%
11	\$38,400	.0352%	27	\$32,400	.0297%
12	\$35,400	.0325%	28	\$35,400	.0325%
13	\$35,400	.0325%	29	\$35,400	.0325%
14	\$32,400	.0297%	30	\$32,400	.0297%
15	\$32,400	.0297%	31	\$32,400	.0297%
16	\$29,900	.0274%	32	\$29,900	.0274%

7) The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such co-owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise.

a) La Vista Association, Inc., organized as a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium regime and are attached hereto.

b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish Rules and Regulations for the use of the common elements, and all co-owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs, and maintenance of the common elements. The share of a co-owner in the common elements is appurtenant to his unit and inseparable from unit ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten (10) days after the date when due shall not bear interest, but all sums not paid within that ten (10) day period shall be assessed a late fee until paid. If any co-owner shall fail or refuse to make any payment of such assessment when due, the amount thereof plus the late fee shall constitute a lien upon the co-owner's interest in his unit and in the property, and upon the recording of such lien by the Association in the Register of Deeds of the county wherein the condominium is located, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except Assessments, liens and

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charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments.

c) Each co-owner shall be responsible:

1) To maintain, repair or replace at his expense all portions of his unit which are not included in the definition of common elements.

2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the unit; unless approved by the Association in writing.

3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

d) Each unit shall be used and occupied only by one (1) family, its servants and guests as a residence and for no other purpose. No unit may be divided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the unit to be subdivided.

e) No practice or use shall be permitted on the condominium property or in any unit which shall be an annoyance to other co-owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the unit shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation by any laws, zoning ordinances, governmental regulations or regulations of the Association.

f) Co-owners representing a majority of the total basic value of the condominium regime may at any time in writing duly acknowledge and recorded effect an amendment to the By-Laws of said condominium which are attached hereto, provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holders likewise consent to such modification in writing.

g) This condominium regime may be terminated or waived by written agreement of co-owners representing a three-fourths or more of the total basic value of the condominium and by all lien holders of record, which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon petition of any co-owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all co-owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as required by the Board of **Administrators** of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

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h) The Association has adopted Rules and Regulations for the continued enhancement of the property and for the safety of all residents and their guests. These Rules and Regulations are attached to this instrument.

i) The Association has set up specific guidelines for the repair or replacement of fences, gates, posts and balconies. All repairs or replacements are the responsibility of the homeowner. These guidelines can be found in the Rules and Regulations hereto attached.

j) All notices required hereby shall be in writing and sent by certified or registered mail – return receipt requested.

1) To a co-owner at his last-known address on the books of the Association.

2) To the condominium or the Association at the registered office of the Association.

k) Any improvements required by a Lender at the time of the sale of a unit are the responsibility of the buyer or seller, not the Association.

Norman G. Ellerbeck

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By-Laws

1) These are the By-Laws of LaVista Association, Inc., organized as a Nebraska non-profit corporation. These are also the By-Laws of Grand Villa of LaVista Condominiums Property Regime No. 1.

2) Seal. The corporate seal shall bear the name of the corporation and the words "Corporate Seal".

3) Members. This corporation has been organized to provide a means of management for the above-described condominium. Membership in the Association is automatically granted and restricted to record owners of units in said condominium regime. Each unit must file with the Association a list of owners of said unit. Only one vote per unit is allowed. A proxy vote is allowed, however, this counts as the one vote for the unit. All outstanding fees as determined by the Association including all fines set forth by the board, must be paid in full to be eligible to vote, this shall be known as good standing. The value of each unit's vote is equal to the percentage interest that is outlined in Item 6 of the Master Deed.

4) The Annual Members' Meeting will be held for the purpose of electing a Board of Administrators and alternates and transacting any other business that may come before the board. Notice and location of annual meeting shall be sent to all **Members** prior to the meeting.

5) The Annual Executive Meeting of Newly Elected Administrators shall take place immediately following the annual meeting of **Members**. Special meetings of Administrators may be called by the president or by a majority of the **Administrators**.

6) The Officers of the Association shall be elected by the Administrators. Any person may hold two or more offices, but no one person shall hold the office of President and Secretary. The **Officers** of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional **Officers**, as the **Administrators** deem necessary from time to time.

In the event that a vacancy occurs on the Board, the first alternate shall become a director. If there is not an alternate, the Board will fill that position in the following manner: by notifying each **Member** of said vacancy, speaking with those **Members** interested and finally, the **Board** will decide.

a) The President (or Vice President, in the absence or disability of the President) shall be the chief executive officer of the Association; shall preside at all meetings of **Members** and of the **Administrators**; shall execute all contracts and instruments; shall have general management of corporate affairs; and shall carry out all orders of the Board of Administrators.

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b) The Secretary shall record the minutes of meetings of the Administrators and Members and shall have custody of the corporate seal and affix it to such instruments as are authorized by the Administrators, and shall perform such other duties as prescribed by the President or the Administrators. **The Secretary shall maintain the Minute Book, which shall include executed copies of all Resolutions.**

c) The Treasurer shall account for all corporate receipts and disbursements, and shall perform such other duties as prescribed by the President or the Administrators.

7) A Quorum for Members' meetings shall consist of persons owning a majority of the total basic value of the condominium regime, but a meeting consisting of less than a quorum may by majority vote to adjourn the meeting from time to time without further notice. The affirmative vote of persons owning a majority of the total basic value of the condominium shall be required to adopt a decision on the part of the Members.

8) Special Members' Meetings may be called by the President or Vice President or by a majority of the Board of Administrators. A meeting may also be called upon receipt of written request from Members holding at least two-thirds of the total basic value of the condominium regime. **The President shall preside at all Special Members' Meetings.**

9) Members' Meetings shall be held to handle monthly business of the Association as determined by the Board of Administrators. A notice of meetings shall be mailed to Members prior to the meeting.

10) The Affairs of the Association shall be managed by a Board of five Administrators who need to be Members in good standing and who shall be elected by the Members at each annual meeting of the Members. Vacancies occurring in the Board shall be filled according to Paragraph 6 in the By-Laws. Any Administrator may be removed by a majority vote of the Members, and the Members may fill the vacancy thus created. The normal term of each Administrator shall be until the next annual meeting of the Members or until his successor is duly elected or appointed. A majority of the Administrators shall constitute a quorum, and a majority vote of Administrators present at a meeting comprising a quorum shall constitute the act of the Administrators and of the Association.

The Board of Administrators shall have authority for the care, upkeep and surveillance of the condominium buildings and its general or limited common elements or services, except for those items specifically excluded as addressed in the Master Deed and the Rules and Regulations, and also the designation and dismissal of the personnel necessary for the works and the general or limited common services of the buildings. The managing agent shall have the authority to distribute monthly expenses as approved in the budget. Non budgeted items shall be allowed not exceeding \$50.00. The Board of Administrators has the authority to levy fines for any violations of the

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Rules and Regulations of the condominium regime. Compensation of employees and contractors of the Association shall be fixed by the Board of Administrators based on a contracted price. An Administrator may be an employee of the Association, and a contract for management of the condominium may be entered into with an Administrator.

11) Budget. The Board of Administrators shall adopt a budget for each fiscal year which shall include the estimate of funds required to defray common expenses in the coming year and provide funds for current expenses, reserves for deferred maintenance, reserves for replacement, and reserves to provide a working fund or to meet anticipated losses. The proposed budget shall be adopted in the eleventh month of each fiscal year for the coming fiscal year and copies of the proposed budget and proposed assessments shall be sent to each **Member** before the annual meeting. Budgets may be amended during a current year where necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each **Member** as promptly as possible. There shall be no enlargement of the common elements or additional structures built as part of the common elements if such enlargements or additional construction costs more than \$2,500.00, unless and until such proposal is approved in writing by **Members** representing at least two-thirds of the total basic value of the condominium regime.

12) Assessments against each unit for such common expenses shall be made annually on or before the fiscal year and proceeding the year for which assessments are made. The annual assessments shall be due in twelve equal, monthly payments on the first day of each month. The assessment to be levied against each unit shall be such unit's pro-rata share of the annual budget based upon the percentage share of such unit's basic value as set forth in the Master Deed establishing the condominium. In case of an amended budget as provided in Article 11, the amended assessment shall be payable at the times specified in the notice of the amended assessment sent to each **Member**. If any **Member** shall fail or refuse to make any payment of an assessment when due, the amount thereof shall constitute a lien on the interest of the **Member** in his unit and the Administrators may record such lien in the Office of the Register of Deeds; whereupon, said lien shall be privileged over and prior to all liens and encumbrances except assessments, liens and charges for taxes past due and unpaid on the unit and except prior duly recorded mortgage and lien instruments. Assessments delinquent more than ten days after the due date shall be charged a late fee of \$25.00 each month until paid in full. The delinquency of one installment of an assessment shall cause all remaining installments to immediately become due, payable and delinquent. All returned checks will be assessed at \$25.00 plus a returned check fee of \$15.00. In the event of a second returned check, the **Member** will be required to pay by money order. Assessments that have become delinquent and are not paid upon demand constitute a lien which will be placed on the unit for the full amount owed and additionally, all expenses incurred in the placement of said lien and collection of said lien, including but not limited to, court costs, attorneys' fees, filing fees, association expenses incurred as a result of said lien and interest will be added to and included with the original

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assessment and will further become the responsibility of the homeowner of the unit whose assessments are delinquent.

13) Insurance. Fire and extended coverage insurance policies upon the condominium property including the structure shall be purchased by and in the name of the Association and the unit co-owners as their interests appear, but excluding the personal furnishings of individual co-owners and occupants including carpet. Provision shall be made for the issuance of certificate of insurance to holders of first mortgage upon individual units. The insurance shall cover all buildings and improvements upon the land and all personal property of the Association included. Insurance premiums shall be deemed common element expense. All insurance proceeds shall be applied by the Association towards repairing the damage suffered. In case of over-insurance, any excess proceeds shall be credited to the common element-working fund. Each co-owner should obtain additional insurance for their units own personal property. In case of disaster, all claims will be handled by the contracted managing agent as directed by the Board of Administrators as described in the Master Insurance Policy.

14) In the case of extreme emergency, the Board of Administrators will contact the proper authority to gain entry if necessary in the absence of the homeowner.

15) Renters. Owners currently renting or leasing their units prior to the recording date of the amended By-Laws in the Office of the Register of Deeds of Sarpy County, Nebraska may continue to do so until the sale of their unit.

16) These By-Laws and the system of administration set out herein may be amended by **Members** representing at least two-thirds of the total basic value of the condominium regime as set forth in the Master Deed, but each such amendment shall embody all of the required provisions set forth in 76-815, R.R.S. Nebraska. Such amendment shall be executed and acknowledged by the President and attested by the Secretary of the Association and shall be operative upon the recording of such amendment in the Office of the Register of Deeds of Sarpy County, Nebraska in the same manner as the Master Deed and those original By-Laws.

Executed this 8th day of August, 2001.

R&R
GROSSWELCH
2120 South 72nd St
Omaha NE 68124