

92-23539

GRAND VILLA OF TWIN RIDGE II CONDOMINIUM PROPERTY REGIMES NO. 1 AND 2

AMENDED MASTER DEED

THIS MASTER DEED AND DECLARATION made this 21 day of October, 1992 by TWIN RIDGE II ASSOCIATION, INC., a Nebraska Corporation (herein called "Owner"), for itself, its successors, grantees and assigns, hereby revokes all Master Deeds adopted prior to this date and enacts the following as its Master Deed.

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 76-823, by R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Grand Villa of Twin Ridge II Condominium Property Regimes No. 1 and 2.

2) The lands owned by the Owner which are hereby submitted to the condominium regimes are described as follows:

Regime No. 1:

Lot 2, Twin Ridge II, a subdivision in Sarpy County, Nebraska, except the following-described parcels:

Parcel 1: Beginning at the Southeasterly corner of said Lot 2; thence Southwesterly on a 215.00 foot radius curve to the left along the Southerly line of said Lot 2 a distance of 140.35 feet; thence Northwesterly on a 270.00 foot radius curve to the right along the Westerly line of said Lot 2 a distance of 10.01 feet; thence Northeasterly along a 225.00 foot radius curve to the right a distance of 146.52 feet; thence Southeasterly along the Easterly line of said Lot 2 a distance of 10.02 feet to the point of beginning.

Parcel 2: Beginning at the Northeast corner of said Lot 2; thence Southerly along the East line of said Lot 2 a distance of 5.00 feet; thence Westerly a distance of 5.00 feet to a point of curvature; thence Northwesterly on a 586.67 foot radius curve to the right a distance of 132.89 feet; thence Northeasterly along the Westerly line of said Lot 2 a distance of 0.54 feet; thence Southeasterly on a 490.00 foot radius curve to the left along the Northerly line of said Lot 2 a distance of 101.66 feet to a point of tangency; thence East along the North line of said Lot 2 a distance of 35.69 feet to the point of beginning.

Regime No. 2:

Part of Lot 4, Twin Ridge II, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska more particularly described as follows: Commencing at the Southeast corner of said Lot 4; thence N 0 00'15" W (Assumed bearing) on the Easterly line of said Lot 4, 5.00 feet (platted and measured) to the point of beginning; said point being on the new Northerly R.O.W. line of Lloyd Street; thence continuing N 0 00'15" W on said Easterly line of Lot 4, 365.00 feet (platted and measured); thence N 25 31'24" E on the Easterly line of said Lot 4, 160.37 feet (Measured); thence N 78 32'41" W, 199.09 feet

FILED SARPY CO. NE,
INSTRUMENT NUMBER
92-023539

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Carol A. Davin
REGISTER OF DEEDS

Proof	<i>L.P.</i>
D.E.	<i>R</i>
Verif.	<i>m</i>
File	<i>P</i>
Check	
Fees	<i>60.50</i>

(Measured) to a point on the Westerly curved line of said Lot 4; thence Southwesterly on said curved line on a curve to the left (Radius being 390.00 feet, (Platted), 398.73 feet, (Measured), chord bearing S 16 52'33" W, chord distance 161.34 feet (Measured) an arc distance of 162.46 feet (Measured) to a point of curve; thence Southwesterly on said Westerly curved line of Lot 4 on a curve to the right (Radius being 1105.00 feet, (Platted), 1153.52 feet, (Measured), chord bearing S 14 02'18" W, chord distance 354.32 feet, (Measured) an arc distance of 356.06 feet (Platted), 355.71 feet (Measured) to a point on the Northerly curved R.O.W. line of said Lloyd Street; thence Southeasterly on said curved R.O.W. line on a curve to the left (Radius being 1455.00 feet Platted and Measured, chord bearing S 69 37'03" E, chord distance 95.90 feet Platted and Measured), an arc distance of 95.92 feet Platted and Measured to a point of curve; thence Southeasterly on said new Northerly R.O.W. line of Lloyd Street on a curve to the left (Radius being 343.33 feet Platted and Measured, chord bearing S 80 43'54"E, chord distance of 116.46 feet Measured) an arc distance of 110.91 feet Platted, 111.48 feet Measured to a point of tangency; thence N 89 56'16" E on said new Northerly R.O.W. line, 60.00 feet to the point of beginning.

Outlot 1, Twin Ridge III, a subdivision in the city of Bellevue, Sarpy County, Nebraska.

Lot 5B and Lot 6B, Evergreen, a subdivision in the city of Bellevue, Sarpy County, Nebraska.

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 will consist of ten buildings with a height of not more than two stories plus basement. The buildings will contain a total of fifty-one apartments which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all building (including garages) aggregates 51,743 square feet and the total land area aggregates 257,808 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment 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 courts, basketball court, pool and clubhouse 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 surfaces of all apartment buildings 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 and equipment that may be included within individual apartment patios and individual apartment fences 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 apartments as shown on the attached plans; common water meters and common chimney flues used by more than one apartment.

The air conditioning compressor supplying coolant for each apartment is not a common element but is a part of each such apartment and shall be maintained and replaced as needed by each co-owner. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment and the garage floor 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 maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and replacements of the parts of the exterior of his apartment which are herein excluded from the common elements and are thereby included within the individual apartment definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.

6) The total basic value of the entire condominium regime is \$1,199,000.00 and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common elements are as follows:

<u>Apartment</u> <u>Number</u>	<u>Basic Value</u>	<u>Percentage</u>
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Regime No. 1

1	\$20,250.	1.689%
2	\$21,750.	1.814%
3	\$21,750.	1.814%
4	\$24,000.	2.002%
5	\$24,000.	2.002%
6	\$26,250.	2.189%
7	\$21,750.	1.814%
8	\$21,750.	1.814%
9	\$24,000.	2.002%
10	\$24,000.	2.002%
11	\$20,250.	1.689%
12	\$21,750.	1.814%
13	\$21,750.	1.814%
14	\$24,000.	2.002%
15	\$24,000.	2.002%
16	\$20,250.	1.689%
17	\$21,750.	1.814%
18	\$21,750.	1.814%
19	\$24,000.	2.002%
20	\$24,000.	2.002%
21	\$26,250.	2.189%
22	\$24,000.	2.002%
23	\$24,000.	2.002%
24	\$21,750.	1.814%
25	\$21,750.	1.814%
26	\$20,250.	1.689%
27	\$21,750.	1.814%
28	\$21,750.	1.814%
29	\$24,000.	2.002%
30	\$24,000.	2.002%

Regime No. 2

31	\$26,500.	2.210%
32	\$25,750.	2.147%
33	\$23,750.	1.981%
34	\$23,750.	1.981%

35	\$21,750.	1.814%
36	\$26,500.	2.210%
37	\$26,500.	2.210%
38	\$23,750.	1.981%
39	\$23,750.	1.981%
40	\$26,500.	2.210%
41	\$25,750.	2.147%
42	\$25,750.	2.147%
43	\$25,750.	2.147%
44	\$21,750.	1.814%
45	\$24,500.	2.043%
46	\$23,750.	1.981%
47	\$25,750.	2.147%
48	\$25,750.	2.147%
49	\$23,750.	1.981%
50	\$23,750.	1.981%
51	\$21,750.	1.814%
	\$1,199,000.	100%

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 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) Twin Ridge II 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 the 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 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 apartment and inseparable from apartment ownership. Assessments against co-owners for insurance, common elements' expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall require a record keeping charge of \$10.00 to be paid in addition to the normal monthly assessment for each delinquent monthly payment. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus record keeping charge shall constitute a lien upon the co-owner's interest in his apartment 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 charges for taxes past due and unpaid on the apartment and except prior duly recorded mortgage and lien instruments. Additionally there shall be incurred a charge of \$10.00 for each lien that is placed against the property by the Homeowner's Association.

c) Each co-owner shall be responsible:

1) To maintain, repair and replace at his expense all portions of his apartment 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 apartment building; 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 apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

e) No practice or use shall be permitted on the condominium property or in any apartment 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 apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

f) Co-owners representing two-thirds (2/3) or more of the total basic value of the Condominium Regimes (considering the Regime No. 1 and Regime No. 2 as a whole) may at any time in writing, duly acknowledged and recorded, amend the By-Laws of the Association. Co-owners representing two-thirds (2/3) or more of the total basic value of the Condominium Regimes (considering both Regime No. 1 and Regime No. 2 as a whole) may at any time in writing, duly acknowledged and recorded, amend the Master Deed; provided, however, such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

g) This condominium regime may be terminated or waived by written agreement of co-owners representing two-thirds 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 the petition of any co-owner, but if co-owners representing two-thirds 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 Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

h) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the

Association. Automobile parking will be subject to regulation and restriction by the Association.

i) 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 registered office of the Association.

8) All the common elements of Grand Villa of Twin Ridge II Condominium Property Regime No. 1 shall be available for use by the apartment owners of Property Regime No. 2 upon the same terms and conditions as said common elements are used by apartment owners of Property Regime No. 1. And all the common elements of Property Regime No 2 shall be available for use by the apartment owners of Property Regime No. 1 upon the same terms and conditions as said common elements are used by apartment owners of Property Regime No. 2.

9) Twin Ridge II Association, Inc., a Nebraska non-profit corporation, has been established by the Master Deed of both Condominium Property Regimes to manage both Regime No. 1 and Regime No. 2. Said Association shall keep one set of books and shall maintain and operate Regime No. 1 and Regime No. 2 as if they were one regime. Expenses shall be allocated to each apartment based on the ownership percentages stated in Paragraph 6 of this Master Deed.

10) All amendments to the Condominium Property Act of Nebraska S76-801 Nebraska, R. R. S. 1943, shall apply to Regime No. 1 and Regime No. 2, Grand Villa of Twin Ridge II Condominium Property.

EXECUTED the date first-above written.

TWIN RIDGE II ASSOCIATION, INC.

By: Jolene Mathison
Jolene Mathison, President

ATTEST:

Donald E Cruzan
Don Cruzan, Secretary

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS.

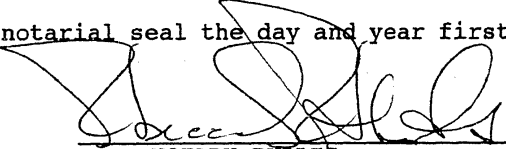
On this 21 day of October, before me, a Notary Public in and for said County and State came Jolene Mathison, President and Don Cruzan, Secretary, of Twin Ridge II Association, Inc., to me personally and acknowledged the execution thereof to be their voluntary act and deed as such officer of said corporation; that this Master Deed shall hereby revoke all Master Deeds adopted prior to this date; and, that co-owners representing

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three-fourth (3/4) of the basic value of the condominium have
executed this Master Deed.

WITNESS my hand and notarial seal the day and year first
above written.


NOTARY PUBLIC

