FILED SARS COUNTY, NE. 2016 JAN 27 AM 10: 41 104 83 Den 207 Decid John Jacateo de Deeds 667 30100

DECLARATION OF CONDOMIUM

<u>OF</u>

NORTH LAKE CONDOMINIUM

This Declaration (herein "Declaration") is MADE ON December 18, 2015, by **NORTH LAKE CONDOMINIUM ASSOCIATION**, a Nebraska nonprofit corporation, herein called "Declarant" or "Association", for itself, its successors, grantees and assigns.

WITNESS:

1. <u>Declaration of Purpose</u>: The purpose of this Declaration is to declare the desire of the Declarant to submit the lands herein described and the improvements thereon but subject to all easements, rights and appurtenances belonging thereto to the condominium form of ownership and use in the manner provided by the Nebraska Condominium Act, Section 76-825 et. seq., R.R.S. 2009, as amended from time to time, (herein called "Condominium Act"). The name by which this condominium is to be identified is: **NORTH LAKE CONDOMINIUM**, sometimes referred to herein as the "Property" or "Project". The powers described in the Condominium Act are hereby delegated to North Lake Condominium Association (herein called "Association"). The Board of Directors of the Association is designated as the executive board to act on behalf of the Association.

2. <u>Description of Land</u>. The lands owned by the Declarant which are hereby submitted to the condominium are fee simple interests and easement interests in lands described in Exhibit "A" located in Cass County, Nebraska.

3. <u>Definitions</u>. The definitions set forth in the Condominium Act shall govern this Declaration, the attached plans, and Bylaws.

4. <u>Description of Buildings</u>. Currently the condominium improvements consist of one hundred sixteen (116) Units (Units 1-118) generally located as shown on Exhibit "B" which is a plat attached hereto and incorporated herein by this reference. The Units and the structures on the Units are residential and each shall be considered a separate "Unit" (the "Units"). The individual Site Plan for each Unit is as shown on the Exhibit "B" plats.

5. <u>Description of Units</u>. The allocation of individual interests in the common elements, common expenses, and number of votes in the Association is set forth in Exhibit "C" which is incorporated herein. Exhibit "C" may be amended from time to time when Units are added and/or combined.

6. <u>Dimensions of Units</u>. The vertical and horizontal boundaries of each Unit shall be the boundaries as shown on Exhibit "B".

7. Nature and Incidents of Unit Ownership.

7.1 <u>Maintenance of Structures</u>. (a) Each owner shall keep the exterior and interior of all structures on the Unit (i.e. residences, outbuildings and garages), including without limitation, exterior walls, windows, ceilings, floors, permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such structures should develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the owner of such structure should fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the owner and without liability to the owner for trespass or otherwise, to enter said Lot and correct or eliminate said unsanitary or unclean condition or state of disrepair. Notice will be given as set forth in the Bylaws.

7.2 <u>Right to Combine Units</u>. With the written consent of the Association, and the affirmative vote of sixty-seven percent of the Unit Owners who cast votes in person or by proxy at a regular or special meeting of the Association, an owner may combine contiguous Units.

7.3 <u>No Partition</u>. The common elements shall be owned in common by all of the owners, and no owner may bring any action for partition thereof.

7.4 <u>Separate Mortgages by Owners</u>. Each owner shall have the right to mortgage, or otherwise encumber his/her Unit. However, no owner shall attempt to or shall have the right to mortgage or otherwise encumber the common elements or any part thereof except the undivided interest therein appurtenant to his/her Unit. Any mortgage or other encumbrance shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure, or otherwise.

7.5 <u>Construction Liens</u>. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of any owner or his/her agent or subcontractor shall create any right to file a statement of construction lien against the Unit of any owner not expressly consenting to or requesting the same or against any interest in the common elements, except as to the undivided interests therein appurtenant to the Unit of the owner for whom such labor shall have been performed and such materials shall have been furnished.

8. <u>Ownership of Common Elements</u>. The undivided interest in the common elements appurtenant to each Unit shall be as set forth in Exhibit "C". The interest appurtenant to each Unit as shown in said Exhibit "C" shall have a permanent character and shall not be altered

without the unanimous written consent of all co-owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, each owner shall be entitled to use the General Common Elements in any manner that does not hinder or encroach upon the rights of other owners and is not contrary to any rules and regulations promulgated by the Association.

The Common Elements consists of all parts of the Property other than the Units including, without limitation, the following:

8.1 The private sanitary sewer and appurtenances and in general all apparatus and installations existing for common use.

8.2 All areas designated as Common Area on Exhibit B;

8.3 Private roadways and streets and parking areas outside of the Units;

8.4 Easements, rights-of-way, leasehold interests, licenses and similar rights;

8.5 Dike Area and Lake;

8.6 All land, gardens, plants, roads, lights, parking and other improved or unimproved area including the area commonly referred to as Beer Bottle Beach, but excluding those areas that may be defined as Limited Common Elements herein;

8.7 All other items listed as such in Nebraska Condominium Property Act and located on the property;

8.8 All other spaces and facilities shown as common elements on any of the Exhibits;

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

Each owner of a Unit may use the General Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, subject always to the exclusive use of the Limited Common Elements as provided in this Declaration. The Association shall maintain all of the Common Elements.

9. <u>Limited Common Elements</u>. There are no Limited Common Elements at this time.

10. Easements.

10.1 Easements for Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, or if any Unit now encroaches upon any other Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachment shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein include, but are not limited

to, any error in the condominium map attached or by changes in position caused by repair or reconstruction of the buildings or any part thereof.

10.2 Easements for Maintenance, Cleaning, and Repair. If some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units, the Association shall have the irrevocable non-exclusive easement to have access to each Unit and to all the Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair, or replacement of any Common Elements located therein or accessible therefrom or for making emergency repairs at any time therein necessary to prevent damage to the general Common Elements or to a Unit. In addition, the Association or its agents may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association.

10.3 <u>Easement for Utilities</u>. An easement is granted in, over and through each Unit for utility services now in place, and for the installation of any utility services that the Association deems necessary to have installed to serve an adjacent or another Unit. Said utility service will be installed as directed by the Association, at no cost to the Unit owner. The Association and its agents may enter any Unit when necessary to service any utility service. Utility service means any pipes, wires, conduits, ducts, vents, antennas, tanks, electronic transmissions and other means of connecting one or more Units to any service approved by the Association.

10.4 <u>Road Easement.</u> An easement is granted in, over and through each Unit for a road serving as access to the Units and common elements where the road is now in place, and for the construction, maintenance, repair, replacement or relocation of such road as necessary or advisable to provide such road access to the Units, including but not limited to the right to do grading, remove improvements and install facilities on the Units as needed to provide at least an 8 foot wide roadway. Initially said easement covers the South 8 feet of Units 19 through 62 and Outlots D, Q and P. The easement will also provide access to Units 2 through 17 and Outlot C.

10.5 <u>Right of Ingress and Egress</u>. Each owner shall have the right to ingress and egress over, upon, and across the Common Elements as necessary for access to the owner's Unit.

10.6 <u>Association's Right to Use Common Elements</u>. The Association shall have an easement to make such use of the General Common Elements as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the General Common Elements facilities for use by owners generally or by the Association and its agents exclusively.

11. <u>Additional Restrictions on Use and Occupancy</u>. The Property shall be occupied and used only as follows:

11.1 Each Unit shall be used as a residence for a single family and for no other purpose. Only one single family residence shall be allowed per Unit. Each Unit may also have a garage, boat house and one storage building. All new structures shall be located on a permanent masonry or concrete foundation. The foundation must meet the approval of the appropriate governmental authority.

11.2 No business shall be conducted on any Unit or within any residence, except that of a "home occupation" which shall mean any occupation or activity carried on within a Unit or accessory building by a member of the family residing on the premises, which occupation or activity is incidental and secondary to the residential occupancy and does not change the residential character thereof and does not generate additional traffic and there is no chemical, mechanical or electrical equipment used which will cause noise or odor disturbing to the residents of surrounding properties.

11.3 No noxious or offensive activity shall be carried in, or on any Unit. Nothing shall be done on a Unit or Common Elements which may be or become an annoyance or nuisance, endanger the health or unreasonably disturb the quiet of the neighborhood including gatherings of unusual size and activities making excessive noise.

11.4 No sign of any kind shall be displayed to public view on a Unit or the Common Elements without the prior written consent of the Board of Administrators (hereinafter "Board"), except customary name and address signs and lawn signs of not more than five square feet in sizing advertising a Unit for sale or a garage/estate sale. For purposes of this Section sign shall mean any structure, fixture, graphics, illustration, statue, or other device visible from off the premises designed or intended to advertise, to identify, to attract attention to, or to convey information regarding any goods, product, service, business, location, institution, activity, person or solicitation with the exception of flags of any nation, state, or political subdivision.

11.5 No Owner or Owners shall permit anything to be done or kept on a Unit or the Common Elements that would result in the cancellation of insurance on any residence or on any part of the Common Elements, or that would be in violation of any law.

11.6 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Unit or on the Common Elements. However, dogs, cats, and other household pets may be kept on a Unit subject to such rules and regulations as may be adopted by the Board, so long as they are not kept, bred, or maintained for commercial purposes. All dogs and cats must either be on a leash or fenced in at all times. No person shall keep or harbor any dogs which, by loud, continuous or frequent barking or howling shall annoy or disturb others. Releasing any animals (i.e. ducks, geese) loose onto the Lake is prohibited except for stocking of fish as approved by the Board.

11.7 Each Unit shall be kept free from debris and unsightly materials at all times. Each Unit Owner shall be responsible for maintaining his or her Unit and all improvements thereon in an aesthetically pleasing manner as determined by the Board. If a Unit Owner fails to do so, in the sole discretion of the Board, the Board may notify the Unit Owner in writing of such failure and require compliance with this covenant. If the Unit Owner fails to do so within 30 days of said written notification, the Board may cause the maintenance work to be completed at the expense of the Unit Owner. All costs incurred by the Board in connection with any such

maintenance, plus a ten percent (10%) administration fee, shall be the personal obligation of the Owner and shall be paid by the Owner of the Unit upon which maintenance work was performed pursuant to a special assessment levied against the Unit which, when filed of record, shall become a lien against the Unit. If not paid when due, such assessment shall bear interest at the rate of sixteen percent (16%) per annum or the highest legal rate, until paid in full. Notwithstanding any provision of these Covenants to the contrary, the levying by the Board of a special assessment contemplated under this Section or Sections 13, 14, 18 and 20 herein shall not require the consent or approval of the members of the Association. Such lien may also be foreclosed in any court of competent jurisdiction.

11.8 No structure, fence or hedging shall be erected or maintained on the property of this Subdivision which shall unreasonably restrict or block the view from an adjoining Unit or which shall materially impair the continuity of the general landscaping plan of the Subdivision. For this purpose, structures, hedges, or fences shall be maintained at no greater height than four (4) feet without permission of the Board. No wall or fence of any kind shall be constructed on any Unit until after the height, type, design and location thereof shall have been approved in writing by the Board.

11.9 No dwelling shall exceed 35 feet in height, or the height permitted by the Association Board under Section 11.10, whichever is less. The minimum size of each new home shall be 1,000 square feet of living space excluding garages, carports and patios.

11.10 Plans for any proposed building or other improvement to be placed or constructed upon any Unit within the Condominium (including, without limitation, plans for houses, manufactured homes, out-buildings of any nature, fences, exterior remodeling, reconstruction, alterations, additions, seawalls, runways, boat lifts and docks or any replacements or alterations thereof) shall be submitted to the Association's Board or a committee so designated by the Board and shall show the design, size and exterior material proposed for the building, structure or improvement and the plot plan for the Unit. One set of such plans shall be left on permanent file with the Association's Board. The construction of a building or improvement on any Unit within the Condominium shall not commence unless and until written approval of the plans for the building or improvement has first been secured from the Association's Board. Written approval or disapproval of the plans shall be given by the Association's Board within thirty (30) days after receipt thereof. The Association's Board shall have the exclusive right to disapprove the plans if in their exclusive opinion, the plans (a) have an adverse impact upon adjoining properties and/or the Lake in general, or (b) are not aesthetically and/or architecturally compatible with adjoining properties or the Lake in general. Upon disapproval, a written statement of the grounds for disapproval shall be provided by the Association's Board. In the event the Association's Board fails to approve or disapprove a request for the construction of any building or improvement contemplated hereunder within thirty (30) days after the plans and specifications and/or a detailed proposal have been submitted to the Board, approval will not be required and this provision will be deemed waived.

11.11 Except for those currently existing, no trailers, mobile homes, or double-wides are allowed. No tent, shack, dog house, chicken coup, barn or other structure or outbuilding shall be used as a home or dwelling place either temporarily or permanently.

11.12 All approved construction, after commencement, must be completed within 12 months. No storage of equipment/ materials on a Unit is allowed unless it is during the 12 month construction period. This 12 month period may be extended by the Board. The Owner is responsible for the actions of the contractor, its subcontractors and employees. If the road, sewer system, dike or other Common Elements is damaged as a result of construction activities, including, but not limited to, use of heavy equipment, then the Owner of said Unit shall, within 30 days of notification from the Board, make said repairs at said Owner's expense. If an Owner fails to make the repairs then the Board may cause the work to be completed at the expense of the Owner in the manner set forth in Section 7 above. The Owner and his/her contractor shall maintain a clean construction site, including portable toilet facilities and the collection of construction debris in an adequate dumpster. No construction debris shall be deposited in the boat storage area or in any dumpster owned/leased by the Association. No construction material may be located upon or stored on any road or Common Elements.

11.13 All construction shall be constructed in conformity with the applicable building codes of the appropriate governmental authority. Any existing structure not in compliance with said building codes shall be brought into compliance within 90 days of written notification from the Board to the Owner. If the Owner fails to bring the structure into compliance within the 90 days the Board may cause the work to be completed at the expense of the Owner in the manner set forth in Section 7 above or may suspend the Lake privileges of the Owner.

11.14 Each Owner shall maintain any retaining wall, seawall, beach or shoreline of the Lake abutting the Owners Unit. Each Owner may install and maintain, with prior written Board approval, docks, boat lifts and seawalls abutting the Owner's Unit, but shall not otherwise install improvements on the Common Elements. No sand shall be deposited on a Unit which, in the opinion of the Board, will result in the washing or erosion of said sand into the lake. Shorelines, or any portion thereof, may not be extended into the Lake beyond the dimensions of the Unit as set forth in this recorded Declaration. All docks, boatlifts and seawalls must be properly maintained.

11.15 The Board shall have the right to require Owners to carry liability insurance in such amounts as it determines to be reasonable. The Association shall be designated as an additional insured on said policy, and it may require proof of such insurance from Lot Owners.

11.16 Owners will, in all respects, comply with the requirements of the fire and health authorities and keep the premises clear of all rubbish, filth, obstruction and pollution. Dumping of refuse/garbage or other materials onto any of the Common Elements is prohibited.

11.17 No lighting, whether existing or future, which trespasses upon and is a nuisance to other properties or to those using the Lake shall be allowed. All outdoor lighting, whether existing or future, shall be enclosed in a canister or similar device which directs the light toward the ground. All such lights currently in use which violate the provisions of this Section shall be modified or removed within thirty (30) days of written notification from the Board. If the Owner fails to make said light comply with this Section, in the opinion of the Board, then the Board may

cause the work to be completed at the expense of the Owner in the manner set forth in Section 7 above. The Board shall protect all Members' enjoyment of the night sky and shoreline.

11.18 Nothing shall be altered in, placed on, constructed on, or removed from the Common Elements, including the dike and Lake, except upon prior written consent of the Board, and which will not jeopardize the stability and integrity of the Dike. No digging into or removal of any part of the shoreline, dike or Common Elements is allowed except upon prior written consent of the Board. No one shall alter, change, relocate or tamper with the sewer system or any of it's components except as authorized in writing by the Board.

11.19 Automobiles or other vehicles may not be dismantled or repaired outside of a garage nor may any inoperable or junk vehicle be stored outside on any Lot for more than seven (7) consecutive days. All vehicles are required to have a current registration as per Nebraska law unless located in an enclosed garage. The Board, in its discretion, shall determine if a vehicle is inoperable or junk. All such junk or inoperable vehicles shall be removed within 30 days of written notification from the Board. If the Owner fails to remove said vehicles the Board shall have the vehicle removed at the Owner's expense in the manner set forth in Section 7 above.

11.20 Except for those already existing, no satellite dishes larger than 30 inches in diameter are allowed. However upon removal of a dish larger than 30 inches, any replacement dish must comply with this Section. No wiring or antenna for electrical power or telephone shall be permitted above ground, except within a building.

11.21 No Unit shall be subdivided or combined with an abutting Unit until the Owner of said Unit(s) has/have obtained the prior written consent of the Board.

11.22 No automobile, truck, van or boat or any other vehicle shall be parked on a regular basis on the asphalt portion of the road or, in the discretion of the Board, too close to the asphalt portion of the road where it would constitute a driving hazard. "Regular basis" shall be defined as periods of time exceeding twelve (12) hours.

11.23 Except for those currently existing, no fuel tanks or similar containers may be located on any Unit or Common Elements without obtaining the prior written consent of the Board. All such tanks or containers, including those currently existing, shall not be located any closer than 50 feet from the shoreline. Additionally, any activity which, in the discretion of the Board, would be a source of pollution to the lake or Common Elements shall be prohibited.

11.24 The Board may, from time to time, promulgate rules concerning storage and parking of boats, vehicles, trailers and other items of personal property on Common Elements and individual Units within the Condominium.

11.25 The area commonly referred to as Beer Bottle Beach is Common Elements to be used for gatherings and social use by the Owners and/or the Association. Any use of this area or any other Common Elements, for residential, commercial, or other type of use is prohibited. The Board may, from time to time promulgate rules and regulations pertaining to the use of Beer Bottle Beach, the Boat Storage Area and all other Common Elements.

11.26 The Owners of those Units located on the Dike adjacent to the river shall refrain from any activities which, in the sole discretion of the Board, shall jeopardize the stability and integrity of the Dike.

12. The Association, Bylaws and Assessments.

12.1 North Lake Condominium Association, (hereinafter "Association"), a Nebraska nonprofit corporation, has been incorporated to provide for the management of the Condominium.

12.2 Each owner shall be entitled and required to be a member of the Association. Membership shall begin immediately and automatically upon becoming an owner and shall terminate immediately and automatically upon ceasing to be an owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. An owner shall be entitled to one membership for each Unit owned by him. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership cannot be separated from membership in the Association appurtenant thereto, and a transfer, encumbrance, gift, devise, bequest or other conveyance, respectively, of the owner's membership in the Association and the rights appurtenant thereto.

12.3 Each Unit shall have one vote as shown on Exhibit "C". The number of votes appurtenant to each Unit as shown in said Exhibit "C" shall have a permanent character and shall not be altered without the written consent of all owners expressed in an amendment to this Declaration duly recorded.

13. Certain Rights and Obligations of the Association

13.1 <u>Maintenance and Repair</u>. The Association, subject to the rights and duties of the owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the General Common Elements and all improvements thereon, and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair.

13.2 The Association hereby covenants, and each Member of the Association now owning a Unit or by the acceptance of a deed to a Unit shall be deemed to covenant to bear the cost of maintaining and repairing the General Common Elements (the "Operating Costs"). Said Operating costs for maintenance and repair of the General Common Elements shall include but not be limited to the cost of (a) maintaining, repairing and replacing any facility or improvement within such areas including, but not limited to, the private roadway, the marquee/identification sign, street lights, water main and sanitary sewer and maintaining reserves for capital replacements; (b) general maintenance, snow removal, lawn, and tree care and all landscaping; (c) resurfacing and replacements of streets, lights, parking areas, curbs, and sidewalks; (d) painting lines, paying for utilities, fees and permits for such areas; (e) the payment of real estate

taxes, assessments and public liability and property damage insurance related to the General Common Elements; and (f) any expenses and other costs of the Association required to provide such services and management, such as phone, postage, and fax, together with a reasonable charge for overhead as determined by the Association, not to exceed 10% of all of the foregoing, or amounts paid to independent contractors for any or all of such services. The Association shall keep accurate records of the Operating Costs. The Association shall have authority to purchase equipment, enter into contracts, hire employees and otherwise do all things necessary and prudent to fulfill these covenants.

13.3 This covenant by the Members shall be satisfied by the payment of a general annual assessment and/or special assessments by the Association. Such annual and special general assessments shall be a lien upon the Unit against which such assessments are made and shall also be the personal obligation of the Member who is, or was, the record Owner of the Unit assessed at the time of such general assessment.

13.4 The Association shall have the right to estimate the Operating Costs in an amount reasonably deemed necessary to provide for such services on a yearly basis. The Association shall have the right to collect the estimated yearly Operating Costs on a monthly basis or any periodic payment arrangement it selects. The Association shall deliver to each Unit Owner a statement of the Operating Costs for such term. If the amount of Operating Costs for such term exceeds the amount paid by the Unit Owners, each Unit Owner shall pay such excess to the Association within fifteen (15) days of the date of delivery of a statement of Operating Costs for such term has exceeded the amount of the Operating Costs, such excess shall be taken into account by the Association in estimating the Operating Costs for the balance of the next fiscal year.

13.5 <u>Liens for Assessments</u>. The lien of any such annual or special assessments by the Association shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Unit against which such assessment is made. Any such lien shall bear interest from the date due at 16% per annum. In addition to any amount due, each Member agrees to pay such additional costs, fees, charges, and expenditures ("Additional Charges") as the Association may incur or levy in the process of collecting any funds due and delinquent. Additional Charges shall include, but not be limited to, attorney's fees, costs of any suit or Court costs, filing fees, or other costs the Association may reasonably incur in the process of collecting a delinquent assessment.

13.6 <u>Miscellaneous Goods and Services</u>. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which its contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration. The Association may establish, pay for, bill and be paid for taxes, water, sewer, garbage collection, electrical, gas and other necessary utility services for the General Common Elements

and the Units to the extent not separately metered, and insurance, bonds, and other goods and services common to the business office Units.

13.7 <u>Rules and Regulations</u>. The Association may make reasonable rules and regulations governing the use of the Units and General Common Elements and any other facility or amenity of the Property, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may take legal action against any owner to enforce compliance with such rules and regulations or other obligations of owner arising hereunder, or to obtain damages for noncompliance, all to the fullest extent permitted by law. Additionally, the Association may also impose fines for violation of the rules and regulations or this Declaration and said fines will constitute liens on the Unit of the violator when filed with the office of the Register of Deeds of Cass County, Nebraska.

13.8 <u>Implied Rights</u>. The Association may exercise any other rights or privileges given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

13.9 Limitation on Association's Liability. The Association shall not be liable for any failure of water service, sewer service, or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by force majeure, the elements, or by another owner or person in the project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of a structure or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the negligence of the Association. There shall be no diminution or abatement of any assessments under inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the project or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental agency.

14. Assessments.

14.1 Each owner, including Declarant, by acceptance of a deed of conveyance and transfer, covenants with the Association and with each other owner to pay all assessments provided for herein or in the Bylaws attached hereto. Such assessments shall provide for the payment of expenses arising out of or connected with the maintenance and operation of the General Common Elements including assessments for use of Limited Common Elements.

14.2 Annual and special assessments for administration, maintenance and other improvements to the General Common Elements may be made by the Association's Board of Directors.

14.3 <u>Major Capital Improvements</u>. Assessments for major capital improvements to the General Common Elements shall be approved by the affirmative vote of Two-Thirds of the Unit Owners who cast votes in person or by proxy at a regular meeting of the Association, or at a special meeting of the Association, provided notice of such special assessments shall be levied in the same proportion as general assessments as set forth below. All Units within the Property shall pay

equal shares of the Operating Costs. Major capital improvements are those which are reasonably estimated to cost more than thirty (30) times the annual assessment established pursuant to Section 13.4.

14.4 In addition to other assessments authorized herein or in the Bylaws, the Association may levy against any owner an assessment for the purpose of paying the cost of repairing, cleaning or otherwise correcting any damage to Units or Common Elements caused by intentional or negligent acts or omissions of any owner or his/her family, guests, invitees or licensees, and which are not otherwise covered by insurance carried by the Association.

14.5 Failure of the Association to timely fix or give notice of the Association shall not be deemed a waiver or modification in any respect of this Declaration or a release of the owner from the obligation to pay assessments or any installment thereof for the current or subsequent year.

14.6 <u>Reserves</u>. The Association shall establish reserves which are at least equal to five times the Association's expected annual taxes, maintenance and other expenses. The reserve funds must be sequestered in a separate account which is not commingled with the association's operating fund account, maintenance account or any other accounts maintained by the association.

15. <u>Enforcement of Covenants</u>. The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Association, to enforce the payment of any assessment or any lien or obligation created hereby. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against any Unit, then if the person instituting such proceeding is successful it, he or she shall also be entitled to an award of all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

16. <u>Insurance</u>. The Association shall obtain and keep in full force and effect the insurance coverage as required by the Bylaws. The following provisions relating to insurance shall also apply to the Association:

16.1 The provisions of the Bylaws shall not be construed as limiting the power or authority of the Association to obtain and maintain insurance in such amounts, and covering such risks and hazards, as the Association shall deem appropriate from time to time.

16.2 All policies of insurance, where applicable, shall:

(a) Name the Association, the owners of the Units, and any mortgagee of the project, or of any Unit as their interests may appear.

(b) Provide for a certificate of coverage for each owner.

(c) Provide for ten day's notice prior to cancellation.

(d) Provide for waiver of subrogation as to any claims against the Association or owners, and their respective servants, agents and guests.

(e) Each owner shall be covered by liability/personal property of an amount set from time to time by the Association but in no event less than \$1,000,000.00.

17. <u>Consequences of Condemnation</u>. If at any time or times during the continuation of condominium ownership pursuant to this Declaration, all or any part of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

17.1 <u>Proceeds</u>. All compensation, damages, or other proceeds therefrom, the sum of which is hereafter called the "condemnation award", shall be payable to the Association.

17.2 <u>Complete Taking</u>. In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, severance damages, or other proceeds, and shall apportion the amounts so allocated among and pay the same to the owners as follows:

(a) The total amount allocated to taking of or injury to the common elements shall be apportioned among all owners in proportion to their respective undivided interest in the common elements.

(b) The total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned.

(c) The respective amounts allocated to the taking of or injury to a particular Unit shall be apportioned to the particular Unit involved.

(d) The total amount allocated to consequential damages or any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If any allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation ward the Association shall employ such allocation to the extent it is relevant and applicable.

(e) Distribution of apportioned proceeds shall be made by checks payable jointly to the respective owners and their respective mortgagees, as applicable.

17.3 <u>Reorganization</u>. In the event a partial taking results in the taking of a complete Unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio in accordance with the Condominium Act.

17.4 <u>Reconstruction and Repair</u>. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in the Bylaws for damage or destruction of the project, or any part thereof.

18. <u>Registration of Mailing Address</u>. Each Unit Owner shall register from time to time with the Association such Owner's current e-mail address or U.S.P.S. address or other delivery method, and all notices or demands intended to be served upon any owner may be sent by e-mail or first class U.S.P.S. mail, postage prepaid, or other delivery method addressed to the name of the owner at such registered mailing address, or, if no address has been registered, by delivery to the Unit of such owner. All notices or demands intended to be served upon the Association may be sent by first class U.S. mail, postage prepaid, addressed to the Association at its offices at <u>11720</u> <u>West Dodge Road</u> <u>Omaha</u>, Nebraska 68154 or to such other address as the Association may hereafter furnish to the owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. mail or by other contact method in the form provided for in this paragraph.

19. <u>Audit</u>. Any owner may at any reasonable time, upon appointment, and at his/her own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, as a common expense, may obtain an annual audit of all books and records pertaining to the Association.

20. Interpretation.

20.1 <u>Intent and Purpose</u>. The provisions of this Declaration and any supplemental or amended declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium. Failure to enforce any provision, restriction, covenant, or condition in this Declaration or in any supplemental or amended declaration shall not operate as a waiver of any such provisions, restriction, covenant, or conditions, restrictions, covenants or conditions.

20.2 <u>Construction</u>. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act and to all other provisions of law. Wherever used herein, unless the contents shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Declaration or any paragraph, subparagraph, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any one provision hereof.

21. <u>Amendment</u>. Except in cases of amendments allowed by the Condominium Act without a vote of all unit owners, this Declaration may be amended by vote of unit owners having at least sixty-seven percent of the votes in the Association cast in person or by proxy at a

meeting duly held in accordance with the provisions of the Bylaws. In lieu of a meeting, any amendment may be approved in writing by sixty-seven percent of the Unit owners. Any amendment, once approved, shall be signed by the President, notarized, and duly recorded with the Office of the Register of Deeds of Cass County, Nebraska.

22. <u>Units Subject to Declaration and Bylaws</u>. All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Bylaws as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or occupancy of any Unit shall constitute an agreement that the provisions of this Declaration and the Bylaws as they may be amended from time to time are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as thought such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

EXECUTED on the day and year first above written.

NORTH LAKE CONDOMINIUM ASSOCIATION, a Nebraska nonprofit corporation.

SS.

)

)

BY: Patick Lemmers, President

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on December $\frac{18}{2000}$, 2015, by Patrick Lemmers, President of NORTH LAKE CONDOMINIUM ASSOCIATION, a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

GENERAL NOTARY - State of Nebraska R. KENT RADKE My Comm. Exp. July 14, 2019

Exhibit "A"

A tract of land located in the Southeast Quarter of Section 11, a part of section 13, a part of the Northeast Quarter of Section 14, and a part of the Northeast Quarter of Section 24, Township 12 North, Range 10, and a part of the Northwest Quarter of Section 19, Township 12 North, Range 11, all East of the 6th P.M., Cass County, Nebraska and being more particularly described as follows:

Referring to the East Quarter corner of said Section 11; thence S01°46'53"E, on the East lines of said Sections 11 and 14, 2907.94 feet, to a point on the South bank of the Platte River and the point of beginning; thence following the bank of the Platte River on the following bearings and distances: S61°23'31"E, 863.27 feet; thence S66°24'37"E, 518.06 feet; thence S57°10'00"E, 650.15 feet; thence S51°38'03"E, 738.01 feet; thence S44°48'00"E, 401.24 feet; thence S54°46'45"E, 418.64 feet; thence S51°40'44"E, 549.55 feet; thence S43°02'18"E, 315.86 feet; thence S29°54'19"E, 347.53 feet; thence S41°52'28"E, 657.39 feet; thence S46°57'13"E, 846.01 feet; thence S28°13'02"E, 1173.61 feet; thence \$27°11'26"E, 571.80 feet; thence departing the South bank of the Platte River \$62°32'43"W, 31.99 feet; thence N27°27'17"W, 765.66 feet; thence N29°18'24"W, 654.67 feet, to a point of curvature to the left having a central angle of 29°30'05", a radius of 855.00 feet, an arc length of 440.24 feet, a chord bearing of N44°03'27"W, and a chord length of 435.39 feet, to a point of reverse curvature to the right having a central angle of 29°19'55", a radius of 920.00 feet, an arc length of 470.98 feet, a chord bearing of N44°08'32"W, and a chord length of 465.86 feet, to a point of reverse curvature to the left having a central angle of 18°23'49", a radius of 1930.00 feet, an arc length of 619.70 feet, a chord bearing of N38°40'29"W, and a chord length of 617.04 feet, to a point of reverse curvature to the right having a central angle of 22°43'25", a radius of 1170.00 feet, an arc length of 464.02 feet, a chord bearing of N36°30'41"W, and a chord length of 460.99 feet, to a point of reverse curvature to the left having a central angle of 34°07'55", a radius of 905.00 feet, an arc length of 539.12 feet, a chord bearing of N42°12'57"W, and a chord length of 531.19 feet, thence N55°21'01"W, 227.97 feet; thence N41°53'54"W, 199.71 feet; thence N54°36'39"W, 196.76 feet; thence N59°23'36"W, 168.03 feet, to a point of curvature to the right having a central angle of 14°51'01", a radius of 770.00 feet, an arc length of 199.57 feet, a chord bearing of N51°58'06"W, and a chord distance of 199.01 feet; thence S74°03'28"W, 223.44 feet; thence N82°42'03"W, 229.83 feet; thence S70°59'28"W, 234.66 feet; thence S64°14'28"W, 216.01 feet; thence S68°12'09"W, 198.91 feet; thence S44°01'52"W, 296.45 feet, to a point of intersection with the North right-of-way line of the Burlington Northern Railroad; thence following the North right-of-way line of said Burlington Northern Railroad on the following bearings and distances: N45°58'08"W, 1130.55 feet, to a point of curvature to the left having a central angle of 25°53'24", a radius of 5800.00 feet, an arc length of 2620.82 feet, a chord bearing N58°54'50"W, and a chord length of 2598.58 feet; thence N71°51'32"W, 868.66 feet; thence departing the North right-of-way line of said Burlington Northern Railroad N14°40'17"E, 284.74 feet, to the South bank of the Platte River; thence following the South bank of the Platte River on the following bearings and distances; thence N35°52'04"E, 94.45 feet; thence S77°45'26"E, 153.59 feet; thence S89°51'44"E, 45.76 feet; thence N67°52'28"E, 91.92 feet; thence S83°59'41"E, 77.19 feet; thence N56°41'25"E, 60.00 feet; thence S88°53'00"E, 50.00 feet; thence N70°52'28"E, 55.00 feet; thence N61°47'53''E, 52.00 feet; thence N74°52'05''E, 48.00 feet; thence S 84°10'33''E, 45.00 feet; thence S65°34'47"E, 20.00 feet; thence S88°58'23"E, 60.00 feet; thence N62°37'32"E, 50.00 feet; thence S79°03'02"E, 115.00 feet; thence S89°14'12"E, 120.00 feet; thence N87°55'33"E, 30.00 feet; thence N64°26'05"E, 45.00 feet; thence S87°15'43"E, 25.00 feet; thence N75°03'56"E, 12.00 feet; thence S67°26'50"E, 86.46 feet; thence S89°45'34"E, 26.47 feet; thence S63°08'03"E, 107.78 feet; thence S65°22'01"E, 93.07 feet; thence S56°51'27"E, 94.56 feet; thence S54°53'47"E, 75.00 feet; thence S78°14'08"E, 68.00 feet; thence S61°45'39"E, 73.66 feet; thence S64°57'52"E, 159.86 feet; thence S74°43'12"E, 133.38 feet; thence S61°23'31"E, 566.27 feet, to a point of intersection with the East line of the Northeast Quarter of said Section 14, also being the point of beginning and including all Platte River accretions thereto.

File No. 11759C-15

EXHIBIT C - DESCRIPTION OF UNITS

The allocation of individual interests in the common elements, common expenses, and number of votes in the Association is as follows:

1. Each Unit owner shall own an undivided 1/116th interest in the common elements of the Condominium.

2. Each Unit owner shall be responsible for 1/116th of the common expenses of the Condominium.

3. The Condominium has 116 Units, numbered as shown below. Each Unit shall be entitled to one vote out of 116 votes eligible to be cast.

26	53	79B	103
27	54	80A	104
28	55	80B	105
29	56	81	106
32	57	82	107
33	58	83	108
34	59	84	109
35	61	85	110
36	62	86	111
37	63	87	112
38	66	88	113
39	67	89	114
40	68	90	115
41	69	91	116
42	70	92	117
43	71	93	118
44	72	94	
45	73	95	
46	74	96	
47	75	97	
48	76	98	
49	77	99	
50	78	100	
51	79	101	1
52	79A	102	
	28 29 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51	27 54 28 55 29 56 32 57 33 58 34 59 35 61 36 62 37 63 38 66 39 67 40 68 41 69 42 70 43 71 44 72 45 73 46 74 47 75 48 76 49 77 50 78 51 79	27 54 80A 28 55 80B 29 56 81 32 57 82 33 58 83 34 59 84 35 61 85 36 62 86 37 63 87 38 66 88 39 67 89 40 68 90 41 69 91 42 70 92 43 71 93 44 72 94 45 73 95 46 74 96 47 75 97 48 76 98 49 77 99 50 78 100 51 79 101





















































































































































•




























































































