

156-238

AMENDED MASTER DEED OF  
OAKS OF FONTENELLE CONDOMINIUM PROPERTY REGIME I

The undersigned, being the owners of more than two-thirds (2/3) of the property contained within the Oaks of Fontenelle Condominium Property Regime I, do hereby declare this to be the Amended Master Deed for the property described herein, it being the express purpose of the undersigned to amend the Master Deed originally creating the said Regime, dated June 1, 1970, only with respect to Article VIII, Paragraphs (f), (i), (j), (l) and (o) thereof, all other provisions of said original Master Deed remaining as originally published and as reappear herein.

I.

PURPOSE

The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Oaks of Fontenelle Condominium Property Regime.

II.

PROPERTY INCLUDED

The lands which are submitted to the condominium regime are described as follows:

A TRACT OF LAND IN LOT 1, THE OAKS OF FONTENELLE, A SUBDIVISION LOCATED IN THE SOUTH ONE HALF OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 24-14-13, THENCE S89°42'35"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF AFORESAID SECTION 24 A DISTANCE OF 321.22 FEET, THENCE N00°17'25"W A DISTANCE 50.14 FEET, THENCE N33°00'54"E A DISTANCE OF 300.00 FEET, THENCE N34°16'38"E A DISTANCE OF 93.19 FEET, THENCE N48°21'35"E A DISTANCE 81.83 FEET, THENCE N33°14'18"W A DISTANCE OF 120.00 FEET, TO A POINT ON THE SOUTH R.O.W. LINE OF FOREST DRIVE, THENCE EASTERLY ALONG SAID SOUTH R.O.W. ALONG A CURVE DEFLECTING TO THE RIGHT WITH A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 112.20 FEET, THENCE N83°15'31"E A DISTANCE OF 353.10 FEET, THENCE N00°19'07"E A DISTANCE OF 4.71 FEET, THENCE N83°15'33"E A DISTANCE OF 8.22 FEET, THENCE EASTERLY ALONG A CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 442.76 FEET, AN ARC DISTANCE OF 16.62 FEET, THENCE S89°42'20"E A DISTANCE OF 10.00 FEET, THENCE S00°17'40"W A DISTANCE OF 60.00 FEET, THENCE S09°16'54"W A DISTANCE OF 576.16 FEET TO A POINT ON THE SOUTH LINE OF SECTION 24, THENCE N89°42'20"W A DISTANCE OF 187.50 FEET, THENCE S89°42'35"W A DISTANCE OF 108.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.00 ACRES.

NEBRASKA DOCUMENTARY  
STAMP TAX

FEB 3 1981

*Exempt 4" Law*

FILED FOR RECORD 1-3-81 AT 9:05 A.M. IN BOOK 156 OF Deeds 15  
PAGE 238 *Carl L. Hillsted* REGISTER OF DEEDS, SARPY COUNTY, NEB 29

*file #* 00846 X

III

DEFINITIONS

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

IV

PRESENT COMPOSITION OF CONDOMINIUM

The condominium will consist of 25 buildings including 21 building containing both a dwelling unit and garage space, 2 buildings consisting of a dwelling unit and 2 consisting of garage space solely. The buildings will vary in height from one to two stories exclusive of basements. The buildings will contain a total of 23 apartments which may only be used for residential purposes, provided developer and its employees, representatives, agents and contractors may maintain business and sales offices, construction facilities, and model units upon the lands herein described during the period of construction and sales of the condominium units governed by the Oaks of Fontenelle Townhomes Association. The condominium will also include automobile garages and parking areas, a swimming pool, and landscaping amenities. The total ground floor area of all buildings aggregates 34,080 square feet, with a condominium density of 3.29 apartments per acre. 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, incorporated herein and recorded with this Master Deed. Additional ground may be annexed and additional buildings included within the regime, provided that the resulting density ratio of square feet of land per apartment shall not be decreased.

V

COMMON ELEMENTS

The general common elements of the condominium are described as follows: 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 buildings including doors and screens but excluding glass; the foundations, exterior walls and roofs; fences, walkways, bridges, trees, shrubbery and landscaping amenities; the swimming pool and related equipment; drives, parking areas and all parts of the property and improvements which are not located within the apartments as shown on the attached plans. Although all parking areas are considered general common elements, each apartment shall be entitled to the exclusive use of the parking stalls thus identified as reserved for such apartment on the attached plans. Gas patio grills and air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as needed by each owner. Each apartment owner shall be responsible for the replacement of all exterior glass. If any owner fails to replace any exterior glass of his apartment as required in this Master Deed and the By-Laws attached hereto, or if any maintenance is required because of damage caused by other than ordinary wear and tear, the Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

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VI

CONDOMINIUM VALUE

The total value of the entire condominium regime is \$1,380,000.00 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 No.</u>	<u>Unit Designation</u>	<u>Basic Value</u>	<u>Percentage Interest</u>
1	B	\$60,000.00	4.348
2	B	\$60,000.00	4.348
3	B	\$60,000.00	4.348
4	D-1	\$60,000.00	4.348
5	D-1	\$60,000.00	4.348
6	D	\$60,000.00	4.348
7	D	\$60,000.00	4.348
8	D	\$60,000.00	4.348
9	C	\$60,000.00	4.348
10	C	\$60,000.00	4.348
11	C	\$60,000.00	4.348
12	C	\$60,000.00	4.348
13	D-1	\$60,000.00	4.348
14	A	\$60,000.00	4.348
15	A	\$60,000.00	4.348
16	A	\$60,000.00	4.348
17	E	\$60,000.00	4.348
18	A	\$60,000.00	4.348
19	D	\$60,000.00	4.348
20	D-1	\$60,000.00	4.348
21	D-1	\$60,000.00	4.348
22	C	\$60,000.00	4.348
23	E-1	\$60,000.00	4.348

VII

EXPANDABLE NATURE OF CONDOMINIUM

It is understood that additional apartments, substantially identical in size and external appearance to existing apartments, together with additional common elements and recreational facilities, may from time to time be added to the regime by the developer upon the filing of an amended Master Deed applicable to the enlarged regime resulting from the additional property included therein. Each co-owner, by accepting a deed to an apartment within the condominium, thereby consents to the addition of such units and the enlargement of the condominium thereby. It is further understood that upon the filing of such documentation, the basic value of pre-existing units shall be

adjusted at a cost per square foot basis comparable to that necessary to construct the additional units, resulting in a reduction of the percentage interest of pre-existing units accompanied by an increase in the total value of the entire condominium regime.

VIII

COVENANTS, CONDITIONS AND RESTRICTIONS

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) Oaks of Fontenelle Townhomes Association, 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 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 apartment and inseparable from apartment ownership. Assessments against the apartments 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 days after the date when due shall not bear interest, but all sums not paid within said ten day period shall bear interest at nine percent (9%) per annum from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof plus interest 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 Sarpy County, Nebraska, 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. Said lien, together with interest, court costs and reasonable attorney's fees, may be foreclosed in an action in equity against the interest of the owner in the apartment against which the subject assessment was levied. The payment of assessments shall also

be the personal obligation of the owner of each apartment and may be recovered in an action at law, together with interest, court costs and reasonable attorney's fees. In the event of payment and satisfaction of a lien filed of record, the Association shall forthwith file with the Register of Deeds a release of same. Any delinquent assessments against which collection proceedings have not been instituted within five years from the date due shall be waived by the Association and forever barred thereafter.

(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 buildings 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.

(4) To pay when due in any assessment levied against his apartment.

(5) To abide by and comply with the rules and regulations of the Association relative to use and enjoyment of the common elements.

(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 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) Any owner who elects to sell, rent or lease his apartment is required to inform the new occupant of the contents of the Master Deed and By-Laws of this Association and insure that a copy of such documents is made available for his information and guidance. It is further required that renters or lessees be informed that their acceptance of a rental or lease agreement from the owner constitutes agreement to comply with the applicable portions of the Master Deed and By-Laws. Failure of a tenant to do so will constitute a breach of contract by the owner with the Association and, upon adequate notification by the Board of Administrators, the owner will be required to terminate the contract with the renter/lessee.

(g) No house trailer, modular house, structure of a temporary character, basement, tent, shack, barn, out-building or trailer of whatever description shall be built, erected or placed on the lands described herein, either temporarily or permanently, except as required by the developer in connection with construction of the condominium units thereon.

(h) No commercial vehicle with exterior advertising and no recreational vehicle of any description, including, but not limited to, boats, motor homes, campers, motorcycles, or all-terrain vehicles, shall be maintained, stored or kept on the lands described herein unless housed completely within a structure allowed on said lands by other provisions contained herein.

(i) No animals, livestock or poultry of any kind shall be raised, bred or kept on the lands described herein, except that domestic household pets may be kept in each apartment, subject to the rules and regulations as from time to time established by the Association relating thereto, and subject to the requirement that no such pet shall be allowed to run at large within the area embraced by the condominium. Owners are responsible to clean up any mess their pets create.

(j) No gardening shall be permitted and no fences, hedges or walls shall be erected or maintained upon the lands described herein, except such as are installed in accordance with the initial construction or landscaping plans of the condominium, or such as are from time to time approved by the Association. Flowers may be planted immediately adjacent to individual structures (i.e. mailbox and home walls).

(k) No outdoor antenna of any type and for any purpose shall be erected or placed upon any of the property or improvements within this condominium property regime.

(l) No signs, billboards or posters (except for "For Sale" or "For Lease" signs not exceeding one such sign per condominium unit) shall at any time be placed upon or affixed to any property contained within this condominium property regime.

(m) Garage doors shall be kept closed at all times except when vehicles are entering or exiting.

(n) No refuse, garbage, rubbish or cuttings shall be deposited on any street, road, or parcel of the condominium regime, unless placed in a suitable container discreetly concealed so as to not be visible from other apartments, common elements or streets.

(o) No awnings, fences or sun screens of any type shall be affixed to any structure within the condominium without the prior express approval of the Association. Rain gutters may be added to individual units as required to prevent erosion problems. Owners are responsible for the maintenance of such installations. Gutters should blend in color with the natural tone of the wood exteriors as much as possible so as not to detract from the external appearance of the units.

(p) No more than three motor vehicles for any one apartment shall be kept, stored or placed upon the property embraced within the condominium at any one time.

(q) Co-owners representing two-thirds or more of the total basic value of the condominium may at any time in writing duly acknowledged and recorded effect an amendment to this Master Deed and to the By-Laws and plans attached hereto; provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.

(r) This condominium regime may be terminated or waived by written agreement of the co-owners representing three-fourths or more of the total basic value of the condominium and by all lienholders 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 apartment 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 apartment 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.

IX

NOTICES

All notices required hereby shall be in writing and sent by regular United States mail, postage prepaid:

- (1) To an 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 22 day of January, 1984.

Ed. Field / Howard Field  
Francis J. Wattsey  
Francis V. Busch / Mary J. Busch  
David Katz  
Marceline E. Dennis  
Concetta Margiotta / Joseph E. Margiotta  
Walter Serrano Jr. + Tony J. Serrano

John Belmont Edna Postlewait  
Leigh M. Mason  
Martin C. Deschert  
Susan M. Munn  
Bud Schneider Opal Schneider  
Harold Campbell James Campbell  
James Duffek Mary Duffek  
James A. Kauter  
Richard M. ...

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF SARPY )

Before me the undersigned, a Notary Public in and for said County, personally came all of the above.

to me personally known to be the identical persons whose names are affixed to the foregoing Amended Master Deed, and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and notarial seal at Bellevue, Nebraska this 22nd day of JANUARY, 1988.

R. ELAINE PILGRIM  
 GENERAL NOTARY SEAL  
 STATE OF NEBRASKA  
 COMMISSION EXPIRES  
 MARCH 21, 1982

R. Elaine Pilgrim  
 Notary Public