



04012588

INST. 10 2004

\$66.50

2004 MAR -3 A 10: 26

012588

LANCASTER COUNTY, NE

BLOCK

CODE

UNEP CO

ENTERED

33

ENTERED

ENTERED

ENTERED

ENTERED

ENTERED

DECLARATION

The undersigned (Declarant) creates a Condominium in the manner established by the Nebraska Condominium Act.

1. **NAMES:** The name of the Condominium is Unecede Place, a condominium. The name of the Association is Unecede Place Condo Association, a Nebraska non profit corporation. The Association shall be run and controlled by an Executive Board.

2. **DESCRIPTION:** The Condominium is situated in Lancaster County on the following described real estate:

Lot 31 Irregular Tract in the Southeast Quarter (SE1/4) of Section 9, Township 10 North, Range 7 East of the 6 P.M. Lincoln, Lancaster County Nebraska.

3. **NUMBER OF UNITS:** The number of units to be created is thirty-two (32) and the number may not be increased.

4. **BOUNDARIES:** The boundaries of each unit, including the unit's identifying number, are shown on Exhibit "A" (plat and plan). The boundaries are the unfinished surface of the walls, fireplace openings up to the flue in a closed position, the unfinished surface of the floor, the unfinished surface of the ceiling, and the extension of those surfaces where the unit includes unenclosed space.

5. **COMMON ELEMENTS:** The common elements are all portions of the Condominium other than the units. These Commons are generally described as the parking areas, driveways, playground and private utility lines providing service to more than one unit and the landscaped green space surrounding the units.

6. **LIMITED COMMONS:** The owner of any unit without a garage, may, with the consent and approval of the Association, designate one (1) of the Commons parking spaces as a limited commons solely for the benefit of that unit. The limited common elements, in addition to that which may be shown on Exhibit "A," are:

- a. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the boundaries of a unit, any portion serving only that unit is a limited common element allocated to that unit, and any portion serving more than one unit or any portion of the common elements is a part of the common elements.

Boyce Const
4631 S 67
68516

- b. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated to that unit.

7. **SPECIAL DECLARANT RIGHTS:** The Declarant may use any unit owned or leased by the Declarant as a model, sales office, or management office. During the period of Declarant Control the annual assessment and monthly payment shall be as reasonably determined by Declarant and shall generally be established in amount that approximates the actual future assessments estimated for the Association. No payment or assessment shall be due from any unit owned by Declarant during the period of Declarant Control but any operating deficiency for the Association shall be paid by Declarant.

8. **ALLOCATED INTERESTS:** The allocated interests are shown on Exhibit "B." The initial formula used to establish the allocated interests is the base sale price of the units. These allocated interests shall be adjusted periodically, but not less frequently than every three (3) years by the Association. The formula to be used by the Association to establish any adjustment to the allocated interests shall be the appraised price (fair market value) of the units or the assessed valuation established by the Lancaster County Assessor, which shall be applied if any units are added to or withdrawn from the Condominium.

9. **CONVEYANCES:** Any unit may be conveyed or encumbered subject to the provisions of this Declaration.

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

11. **MAINTENANCE AND IMPROVEMENT OF UNITS:** Each unit shall be maintained by the unit owner. Each unit owner shall promptly report to the Executive Board any need for repairs for which the Association is responsible. Notwithstanding the general provisions for maintenance, the Executive Board may establish specific maintenance responsibilities which shall be uniform as to all units.

A unit owner may make any improvements or alterations to the unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. A unit owner may not change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the Condominium, without the written approval of the Association.

12. **USE OF UNITS:** No unit shall be used other than for residential purposes.

13. **NUISANCE:** No noxious or offensive activity shall be permitted within any unit, or anything which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining units. The Executive Board may adopt specific rules and regulations to implement this provision.

14. ANIMALS: No animals of any kind shall be kept in any unit for any commercial purpose.

15. RECREATIONAL VEHICLES: No recreational vehicle shall be parked or stored upon any portion of the common elements or limited common elements except in accordance with rules established by the Executive Board.

16. EASEMENTS FOR SUPPORT: Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

17. ADVERTISING: No advertising signs, billboards, or other advertising devices shall be permitted on the units or common elements except for real estate signs advertising a unit for sale or lease or those of the Declarant marketing the units.

18. ASSOCIATION: Unecede Place Condominium Association (Association) is a Nebraska non profit corporation responsible for the management of the Condominium.

19. MEMBERSHIP AND BOARD SELECTION: Every person or entity who becomes a unit owner shall be a member of the Association. Any person who holds an interest in a unit merely as security for an obligation shall not be a member.

20. DECLARANT CONTROL: Declarant shall control the Association and may appoint and remove the officers and members of the Executive Board until the earlier of:

- a. Sixty days after conveyance of 90 percent of the units which may be created to unit owners other than a Declarant; or
- b. Two years after Declarant has ceased to offer units for sale in the ordinary course of business.

Not later than 60 days after conveyance of 25 percent of the units which may be created to unit owners other than a Declarant, at least one member and not less than 25 percent of the members of the Executive Board shall be elected exclusively by unit owners other than the Declarant. Not later than 60 days after conveyance of 50 percent of the units which may be created to unit owners other than a Declarant, not less than 33 1/3 percent of the members of the Executive Board shall be elected exclusively by unit owners other than the Declarant.

Not later than the termination of the period of Declarant control, the unit owners shall elect an Executive Board of at least three members, at least a majority of whom shall be unit owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

One (1) vote may be cast, for the election of members of the Executive Board, for each of the units in the 3111 and 3105 buildings and two (2) votes for the election of members of the Executive Board may be cast by all of the other unit owners.

21. MAINTENANCE OF COMMON ELEMENTS: The Association shall maintain all common elements and shall have the right to enter any unit at reasonable times to perform

maintenance. The Association shall provide yard care, snow removal and common trash hauling service for its members.

22. MAINTENANCE AND ASSESSMENTS. Each member of the Association covenants to maintain their unit and associated limited commons in a neat and attractive manner. The Association may adopt from time to time minimum maintenance standards to establish the minimum acceptable standards for this covenant to maintain. In the event a member fails to maintain their unit and associated limited commons according to the maintenance standards, the Association may, upon 10 days written notice to the member, undertake the required maintenance for the unit or associated limited commons and shall have the right to enter upon any unit, at reasonable times, to perform such maintenance. The written notice shall specify the required maintenance and the time in which it must be completed. The actual cost of the maintenance, plus a 10% administrative fee, shall be paid by the member within 10 days of billing. Upon failure of the member to remit payment, the cost of maintenance and administrative fee shall be specially assessed against the unit.

23. INSURANCE: The Association shall insure the Condominium and the Association against risk, including tort liability, in the manner set forth in the Bylaws. Each policy shall be issued in the name of the Association for the benefit of unit owners in proportion to the allocated interests as initially shown on Exhibit "B" or as adjusted by the Association. A unit owner may obtain insurance, for the unit owner's account and benefit, covering the unit, interior finish and contents. The limits of coverage shall be established by resolution of the Executive Board. Premiums for insurance maintained by the Association shall be a common expense.

24. DAMAGE: Any damage to the Condominium caused by fire or other casualty shall be promptly repaired by the Association in the manner set forth in the Bylaws, unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) 80 percent of the unit owners, including the unit owner of every unit which will not be rebuilt and every unit to which a limited common element is assigned which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (2) the insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed to the owners of those units and the owners of the units to which those limited common elements were assigned, or the lien holders, as their interests may appear, and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the allocated interests of all the units. If the unit owners vote not to rebuild any unit, that unit's allocated interest is automatically reallocated, and the Association shall record an amendment to this Declaration reflecting the reallocation..

25. LIABILITY: Any tort liability arising from the use of common elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to the allocated interests shown on Exhibit "B."

26. CONDEMNATION: If any part of the common elements is condemned for public use, the award shall be payable to the Association. Actual damage to physical improvements shall be repaired and the fund created by the award shall be administered as insurance proceeds in the manner set forth in the Bylaws.

27. USE OF COMMON ELEMENTS: The Association and each unit owner shall have the right to use the common elements, other than limited common elements, and shall have an easement over the common elements for that use.

The Association, and each unit owner of a unit to which a limited common element is assigned, shall have the right to use such limited common element and shall have an easement over such limited common element for that use.

28. EASEMENTS OVER COMMON ELEMENTS: The Executive Board may grant easements, leases, licenses and concessions over the common elements for the installation and maintenance, and structures or other improvements which may be of benefit to one or more unit owners and for such other purposes as the Executive Board deems to be in the best interests of the Condominium.

29. ASSESSMENTS AND LIEN: The members shall pay annual and special assessments to the Association as billed. After the termination of Declarant Control, each member's assessment shall be determined on an annual basis for each fiscal year, prorating fractional years and any changes in Allocated Interests. An estimate of the Association's costs for administration, maintenance and improvement of the Commons shall be made annually and each member shall pay one-twelfth of the estimated assessment per month in advance. The Executive Board may provide a discount to members paying annually in advance. At the end of each fiscal year, a statement of the total year's Commons operating costs may be presented to the members of the Association and the members shall pay any excess charge to the Association within thirty (30) days of the statement. Any over payment shall be credited to the next year's assessment.

- a. Budgets: The Association, upon request by a majority of the members, shall prepare, approve and make available to each member a *pro forma* operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons. The total amount shall be charged against the units according to the Allocated Interests.
- b. Additional Charges: In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any assessment, 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 from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent assessments. Additional Charges shall include, but not be limited to, the following:

- i. Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;
 - ii. Late Charges: A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater;
 - iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
 - iv. Filing Fees: Costs of filing notice of lien in the Office of the Register of Deeds;
 - v. Interest: Interest on all assessments at the rate of 18% per annum, commencing thirty (30) days after the assessment becomes due; and
 - vi. Other: Any other costs that the Association may incur in the process of collecting delinquent assessments.
- c. Lien. Each assessment shall be the personal obligation of the member who is the unit owner of the unit assessed at the time of the assessment and when shown of record shall be a lien upon the unit assessed.
 - d. Fines. The Association may create a schedule of fines for violation of Association rules and regulations which fine shall be treated and billed as a special assessment to the offending member's unit.

30. INSURANCE AND UTILITIES ALLOCATIONS: Each member shall pay for all utilities which are separately metered and serve only one unit. All utilities which are not separately metered shall be a common expense of the Association. The Executive Board may elect to submeter utilities to any unit or otherwise establish a fair and equitable manner to determine proportionate usage in which case utilities may be assessed based upon usage rather than as a common expense. In the event any unit increases insurance costs to the Association, the increased cost may be assessed to the unit(s) responsible for the increased cost.

31. REPAIRS: The Executive Board may assess a member with the cost of maintenance or repair of common elements or exterior surfaces necessitated by willful or negligent conduct of the member by imposing a special assessment against the member's unit.

32. PRIORITY OF LIENS: The lien of any annual or special assessment is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a First Mortgage or Deed of Trust on the unit recorded before the date on which the assessment sought to be enforced was recorded, and (3) liens for real estate taxes and other governmental assessments or charges against the unit.

33. CAPITAL IMPROVEMENTS: Annual and special assessments, other than for capital improvements, may be levied by the Executive Board. Any special assessment for capital

improvements shall be approved by the affirmative vote of all unit owners, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members if notice of the special assessment is contained in the notice of the special meeting.

34. **BINDING EFFECT:** The covenants contained in this Declaration shall run with the land and shall bind the Declarant and all persons claiming under the Declarant.

35. **ENFORCEMENT:** Enforcement of the covenants contained in this Declaration may be by proceedings at law or in equity against any person violating or attempting to violate any covenant. The proceedings may be to restrain the violation or recover damages and, by the Association, may be to enforce any lien or obligation created by the Covenants.

36. **AMENDMENTS:** The Condominium established by this Declaration may be amended, in writing, by the unit owners of 67 percent of the allocated interests at any time. The Condominium established by this Declaration may be terminated, in writing, by the unit owners of 80 percent of the allocated interests.

37. **SEVERABILITY:** The invalidation of any one of the provisions of this Declaration shall not affect the validity of the remaining provisions.

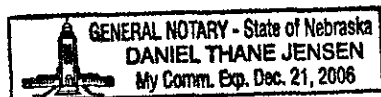
DECLARANT/OWNER

Boyce Construction, Inc.

Jerry E. Boyce
By: Jerry E. Boyce, President

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3rd ^{March} day of February, 2004, by Jerry E. Boyce, President of Boyce Construction, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

NORTH 70TH STREET

LEGAL DESCRIPTION

LOT 31 1/4, SE 1/4 SEC. 9 T10N R1E
LINCOLN, LANCASTER COUNTY, NEBRASKA

NOTE

DRAWING AND DIMENSIONS ARE FOR REFERENCE ONLY. INFORMATION WAS OBTAINED FROM CITY OF LINCOLN PLAT MAP AND FIELD MEASUREMENTS. DRAWING IS NOT INTENDED TO REPRESENT A LEGAL SURVEY.

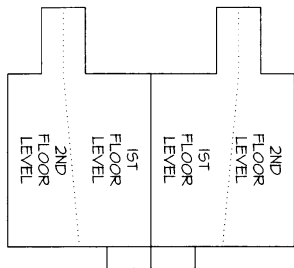


EXHIBIT 'A'
SCALE: 1" = 40'



IOFI

DESIGN ASSOCIATES OF LINCOLN, INC.

PERSHING SQUARE
1609 7th STREET
LINCOLN NEBRASKA 68508
voice: 402/474-3000
fax: 402/474-4046
desassoc@nebraska.com

UNECED PLACE
CONDOMINIUM REGIME
LINCOLN, NEBRASKA

102 MAR 2004

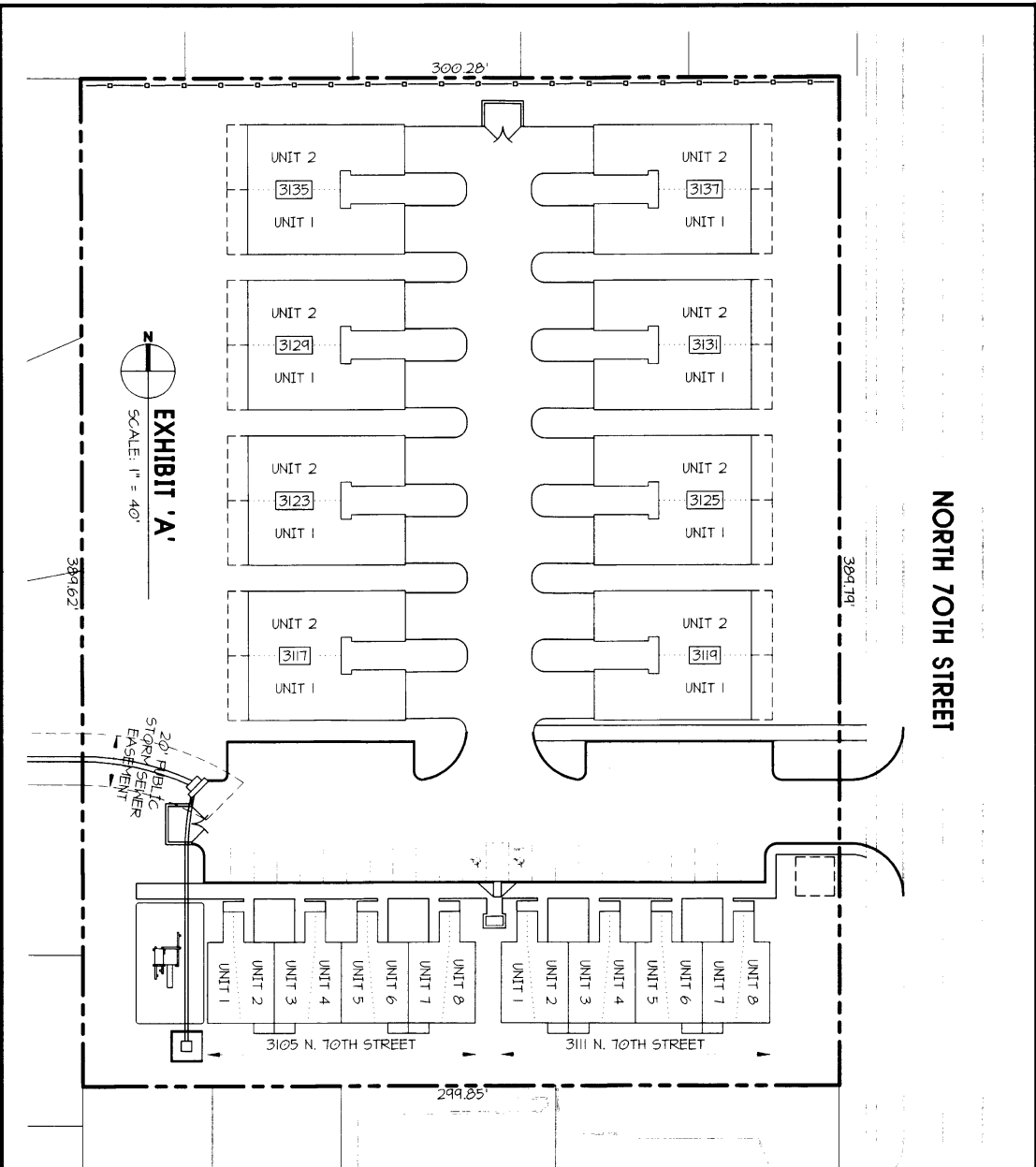


EXHIBIT "B"

<u>Building/Unit No.</u>	<u>Allocated Interest Percentage</u>	<u>Association Votes</u>
<u>3111 N. 70th</u>		
Unit 1	2.25%	1
Unit 2	2.25%	1
Unit 3	2.25%	1
Unit 4	2.25%	1
Unit 5	2.25%	1
Unit 6	2.25%	1
Unit 7	2.25%	1
Unit 8	2.25%	1
<u>3105 N. 70th</u>		
Unit 1	2.25%	1
Unit 2	2.25%	1
Unit 3	2.25%	1
Unit 4	2.25%	1
Unit 5	2.25%	1
Unit 6	2.25%	1
Unit 7	2.25%	1
Unit 8	2.25%	1
<u>3117 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
<u>3119 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
<u>3123 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
<u>3125 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
<u>3129 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
<u>3131 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
<u>3135 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
<u>3137 N. 70th</u>		
Unit 1	4.00%	2
Unit 2	4.00%	2
	100.00%	48