

**GRAND VILLA OF LA VISTA CONDOMINIUM PROPERTY REGIME NO. 1**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c) Each co-owner shall be responsible:

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

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

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

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

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

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

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

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

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

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

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

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

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

Norman G. Ellerbeck

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss

On the date first above-written before me, the undersigned, a Notary Public in and for said County of Douglas County, personally came Norman Ellerbeck, the President of the Grand Villa of La Vista Condominium Property Regime No. 1 (a non-profit corporation) to me personally known to be the President and the identical person whose name is affixed to the above revised Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal in said County on the date first-above written, this 8th day of August, 2001.

T. Ana Lostaglia  
Notary public

