

MASTER DEED CREATING OAK HILLS CONDOMINIUM PROPERTY REGIME NO. II

THIS MASTER DEED AND DECLARATION made this 20th day of August, 1971 by HAL GROVE, INC. (herein called "Developer"), a Nebraska corporation, 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 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 Oak Hills Condominium Property Regime No. 2.

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

LEGAL DESCRIPTION

"REGIME TWO"

Part of Lot 87, Oak Hills of Millard <sup>II</sup> a Subdivision in Douglas County, Nebraska; more particularly described as follows:

Commencing at the NE corner of the SE $\frac{1}{4}$  of Section 7 T14N R12E of the 6th P.M.; thence N 89° 59' 28" W, along the North line of the Southeast  $\frac{1}{4}$  of said Section 7, 157.59 feet to the Northeast corner of Lot 87; thence continuing N 89° 59' 28" W, on the North line of Lot 87, 827.08 feet; thence S 17° 55' 15" E, 384.55 feet to a point on the Northerly Right-of-Way line of Golfing Green Drive; thence Northeasterly, on a curve to the left (said curve having a radius of 765.00 feet, chord bearing N 61° 55' 15" E, chord distance 148.66 feet) 148.90 feet to a point of tangency; thence on a curve to the right (said curve having a radius of 740.00 feet, chord bearing N 67° 37' 19" E, chord distance 289.42 feet), 291.30 feet to a point of tangency; thence on a curve to the left (said curve having a radius of 532.96 feet, chord bearing N 59° 05' 15" E, chord distance 361.27 feet) 368.57 feet to the point of beginning. (Containing 3.76 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 will consist of four buildings which will vary in height from one to two stories. The buildings will contain a total of 21 apartments which may only be used for residential purposes. The condominium will also include a swimming pool, automobile garages and parking areas, gardens and landscaping. The total ground floor area of all buildings aggregates

35,065 square feet and the total land area aggregates 151,058 square feet. Said buildings and improvements together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.

5) The general common elements of the condominium are described as follows: the 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 except for screening, window glass and exterior doors including garage doors; the foundations, main walls, roofs, yards and gardens, except that the yard areas included within patios as delineated on the attached plans shall not be common elements; the swimming pool, drives, walks, 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. 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 repair, maintenance and replacement of all exterior doors including garage doors and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair, maintain or replace the exterior of his apartment as required in this Master Deed and the By-Laws described below, 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.

6) The total value of the entire condominium regime is \$720,000.00 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>Basic Value</u>	<u>Percentage Interest</u>
27	\$37,300	5.18%
28	35,200	4.89
29	26,600	3.71
30	35,200	4.89
31	37,300	5.18
32	35,300	4.89
33	35,200	4.89
34	26,600	3.71
35	35,300	4.89
36	37,300	5.18
37	35,300	4.89
38	26,600	3.71
39	26,600	3.71
40	37,300	5.18
41	37,300	5.18
42	35,300	4.89
43	35,300	4.89
44	37,300	5.18
45	35,200	4.89
46	35,200	4.89
47	37,300	5.18

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

a) Oak Hills Association, Inc., 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 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 days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall bear interest at the highest legal rate 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 Douglas 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.

c) Each co-owner shall be responsible:

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

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

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

d) Each apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other

purpose. No apartment may be subdivided into a smaller unit nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

e) No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to other 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) No apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the Association. This provision shall not affect transfer by death but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his apartment shall give the Association written notice thereof together with the name, and a current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within thirty days after receipt of such notice, the Association shall by written notice to the owner either approve such purchase or lease or elect to either purchase the property for said price or terms or either lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty days thereafter. Failure of the Association to act within the first 30-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Co-owners representing three-fourths 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.

h) This condominium regime may be terminated or waived by written agreement of apartment owners representing 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 the petition of any apartment owner, but if co-owners

