

## MASTER DEED

THIS MASTER DEED AND DECLARATION made this 15th day of September, 1980 by BROOK HOLLOW, INC., a Nebraska corporation (herein called "Developer"), 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 76-824<sup>1</sup>, R.R.S. Nebraska (herein called "Condominium Act"), and the name by which this condominium is to be identified is Brook Hollow Condominium Property Regime.

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

Lots 147 through 152, 126, 135, 157 and parts of Lots 136, 146 and 156 in Bel Air Addition to the City of Omaha, Douglas County, Nebraska, together with vacated adjoining streets, avenues and drives; all as more particularly described on Exhibit "A" attached hereto.

Together with pedestrian, vehicular and utility easements over vacated Pine Street and vacated Pine Avenue, recorded in Miscellaneous Book 638 Page 698 in the Register of Deeds of said County.

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 20 buildings with a height of not more than two stories plus basement. The buildings will contain a total of 35 apartments which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 80,080 square feet and the total land area aggregates 527,596 square feet. Said

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<sup>1</sup> The Condominium Property Act is currently numbered Neb. Rev. Stat. §§ 76-801 to 76-823.

Section 76-824 provides:

**76-824. Existing condominium property regimes; amendments to Condominium Property Act; effect.**

Existing condominium property regimes, by approval of the co-owners, may choose to adopt, in whole or in part, amendments to the Condominium Property Act when effective or may choose to continue in existence pursuant to the terms of the act in effect on the date of filing of the master deed.

Section 76-824.01 provides:

**76-824.01. Applicability of sections.**

For condominiums created in this state before January 1, 1984, sections 76-827, 76-829 to 76-831, 76-840, 76-841, 76-869, 76-874, 76-876, 76-884, and 76-891.01, and subdivisions (a)(1) to (a)(6) and (a)(11) to (a)(16) of section 76-860 shall apply to the extent necessary in construing the provisions of such sections which apply to events and circumstances which occur after January 1, 1984, notwithstanding any provisions to the contrary in sections 76-801 to 76-824.

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.

**Amended 7/21/1981:**

Paragraph 4 of said Master Deed is hereby partially amended to reduce the number of buildings from 20 to 13 buildings, to reduce the total number of apartments in the condominium from 35 to 32 and to reduce the total ground floor area of all buildings including garages from 80,080 square feet to 73,744 square feet.

The condominium plans referred to in said Paragraph 4 and attached to said original Master Deed are hereby partially amended to delete therefrom Apartments 13, 16 and 25, and to incorporate other changes in design, location, and size of the remaining apartments as set out in Amended Sheets 1, 2 and 3 and in New Sheets 10 and 11 which are attached hereto.

**Amended 12/20/1988 to approve changes to Unit 15:**

**AMENDMENT AND RATIFICATION TO MASTER DEED**

The undersigned are owners of units in Brook Hollow Condominium Property Regime as referenced at Book 1656 Page 56 of the Records of the Douglas County, Nebraska, Register of Deeds. Specifically, the undersigned owners ratify and approve the action of the Board of Directors of the Association authorizing the owners and occupants of unit 15 to improve and add to the existing deck as depicted on Exhibit "A" attached hereto and incorporated by reference and further to allow a modification of the exterior of the unit to cover and enclose the deck as shown on Exhibit "B".

**Amended 7/27/1990 to approve changes to Apartment 12:**

**AMENDMENT AND RATIFICATION TO MASTER DEED**

The undersigned are owners of units in Brook Hollow Condominium Property Regime as referenced at Book 1656, Page 56 of the Records of the Douglas County, Nebraska Register of Deeds. Specifically, the undersigned owners ratify and improve the action of the Board of Directors of the association authorizing the owners of Apartment 12 at said location to build a building generally in conformance with Exhibit "A". The plan in Exhibit "A" shall be added to those listed in the Master Deed recorded at Book 1656, Page 56 of the Records of the Douglas County, Nebraska Register of Deeds; thus, it is in conformance with Section 4 of the Master Deed with respect to the location and square footage. All improvements or other amenities are governed by the terms of the Master Deed, amendments thereto, Bylaws and amendments thereto; and the details of construction shall be those approved by the Administrators.

5) — ~~The general common elements of the condominium are described as follows:~~

~~A swimming pool and other recreational facilities together with all necessary appurtenances and 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 apartment buildings except that exterior screening, window glass, storm doors, exterior decks and 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 and equipment that may be included within individual apartment patios and individual apartment fences 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 apartments as shown on the attached plans; common water meters and common chimney flues used by more than one apartment. The air conditioning compressor supplying coolant for each apartment is not a common element but is a part of each such apartment and shall be maintained and replaced as needed by each co-owner. Each co-owner shall be responsible for the repair, maintenance and replacement of the interior of his apartment 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 and entry doors, garage doors and decks; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. If any co-owner fails to make all reasonable and necessary repairs and replacements of the parts of the exterior of his apartment which are herein excluded from the common elements and are thereby included within the individual apartment definition, then the Association may perform such work, invoice the owner for the cost thereof and secure and enforce a claim and lien therefor against the co-owner and his apartment in like manner as a delinquent assessment for common element expense.~~

**Amended 11/24/2003 to replace Section 5 with the following:**

**The general common elements of the condominium are described as follows:**

**A swimming pool and other recreational facilities, together with all necessary appurtenances and the land on which the buildings stand including all of the surrounding lands embraced within the legal description specified in Exhibit "A" and attached to the Master Deed and all amendments thereto. The common water meters, yards and gardens shall be considered common elements, except that any yard areas and other equipment included within individual apartment patios and individual apartment fences or structures or objects added to the common elements by an owner to enhance a specific apartment, as delineated on the Master Deed and all attachments and amendments thereto, shall not be considered common elements.**

**The apartment buildings, including all interior and exterior surfaces, roofs and exterior decks, driveways and walkways shall not be common elements, except that the Association shall be responsible for the painting of all exterior surfaces and snow removal for all walks and driveways. The air conditioning compressor supplying coolant for each apartment is not a common element but is a part of each apartment.**

**Each owner shall be responsible to maintain, repair and replace those portions of his or her apartment excluded from the definition of common elements herein. If any owner fails to**

maintain or to expeditiously make all repairs and replacements of those portions of the apartment for which he or she is responsible, as deemed reasonable and necessary by the Association, 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 or her apartment in like manner as a delinquent assessment for common element expense.

6) The total basic value of the entire condominium regime is \$4,590,000.00, 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 Number</u>	<u>Basic Value</u>	<u>Percentage</u>	<u>Apartment Number</u>	<u>Basic Value</u>	<u>Percentage</u>
1	\$110,500.00	2.40	27	\$157,250.00	3.43
2	110,500.00	2.40	28	119,000.00	2.59
3	110,500.00	2.40	29	110,500.00	2.40
4	110,500.00	2.40	30	110,500.00	2.40
5	140,250.00	3.06	31	148,750.00	3.24
6	140,250.00	3.06	32	148,750.00	3.24
7	110,500.00	2.40	33	140,250.00	3.06
8	110,500.00	2.40	34	140,250.00	3.06
9	148,750.00	3.24	35	<u>119,000.00</u>	<u>2.59</u>
10	148,750.00	3.24			
11	195,500.00	4.29		4,590,000.00	100%
12	123,250.00	2.69			
13	114,750.00	2.50			
14	123,250.00	2.69			
15	123,250.00	2.69			
16	119,000.00	2.59			
17	140,250.00	3.06			
18	140,250.00	3.06			
19	140,250.00	3.06			
20	140,250.00	3.06			
21	110,500.00	2.40			
22	110,500.00	2.40			
23	148,750.00	3.24			
24	148,750.00	3.24			
25	119,000.00	2.59			
26	157,250.00	3.43			

Amended 7/21/1981:

6. The total value of the entire condominium regime is \$4,590,000.00 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</u>
1	\$ 110,500	2.40
2	110,500	2.40
3	110,500	2.40
4	110,500	2.40
5	140,250	3.06
6	140,250	3.06
7	119,000	2.59
8	119,000	2.59
9	165,750	3.61
10	165,750	3.61
11	195,500	4.26
12	195,500	4.26
14	182,750	3.98
15	182,750	3.98
17	148,750	3.24
18	148,750	3.24
19	140,250	3.06
20	140,250	3.06
21	110,500	2.41

<u>Apartment No.</u>	<u>Basic Value</u>	<u>Percentage</u>
22	\$ 110,500	2.41
23	148,750	3.24
24	148,750	3.24
26	157,250	3.43
27	157,250	3.43
28	131,750	2.88
29	119,000	2.59
30	119,000	2.59
31	165,750	3.61
32	165,750	3.61
33	148,750	3.24
34	148,750	3.24
35	<u>131,750</u>	<u>2.88</u>
	\$4,590,000	100 %

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) Brook Hollow 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 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 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 contract 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 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 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.~~

**Amended 11/24/2003 to state:**

**1) To maintain and expeditiously repair and replace, at his or her own expense, all portions of his or her apartment.**

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 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 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.~~

**Amended 8/7/1997 to replace Article 7(e) with the following:**

**e) Nuisances; Annoyances; Hazards. The Board of Administrators shall have authority to resolve all disputes pertaining to practices which may constitute an annoyance or nuisance or health and safety hazard to owners or residents of the**

apartments located within the condominium regimes, which practices may interfere with the peaceful use and enjoyment of the owner or resident, or create a health and safety risk to owners or residents. The Board shall have exclusive authority to determine whether or not a given practice constitutes a nuisance, annoyance or health and safety hazard. Examples of a nuisance, annoyance or health and safety hazard include, but are not limited to the following: garage sales, parking overflows, unkempt and poorly maintained premises, public indecency, speeding, and property damage, on the premises. All portions of the property and 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 regulation of the Association. In the event that the Board of Administrators determines that a practice constitutes a nuisance, annoyance, interference or health and safety hazard, the Board shall notify the offending party of such practice and instruct such offending party that such practice shall cease. In the event that such practice does not cease, the Board may notify the offending party in writing advising the offending party that a hearing will be held concerning the practice in question, and that the Board may, after such hearing, if determined that such practice did constitute a nuisance, annoyance, interference or health and safety hazard, impose a fine against the offending party not to exceed \$200.00 for each incident. If the Board of Administrators does determine that a fine should be assessed against the offending party, the determination of the Board to assess such fine must be approved by the owners of a majority of the total basic value of the particular regime in which the offending party resides or in which the offending party committed such act or acts. If the owners of a majority of the total basic value of such regime in question do approve the assessment of such fine, and if the offending party fails to pay such fine, such fine may be assessed against the apartment owned by or occupied by the offending party and enforced as any other lien against the apartment.

~~f) — No co-owner may sell or lease his apartment or any interest therein unless he shall have given to the Association, at least five days prior to closing of such sale or lease, a written notice specifying the names and current address of such buyers or lessees and the terms and price of such sale or lease together with a copy of the proposed sale agreement or lease. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.~~

**Amended 1/30/2015 to provide:**

f) No co-owner may sell his unit or any interest therein unless he shall have given the Association at least five days prior to closing of such sale a written notice specifying the names and current address of such buyers and the terms and price of the sale together with a copy of the proposed sale agreement. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

g) Unless a greater number is required by law, 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 the By-Laws of said condominium which are attached hereto; and unless a greater number is required by law, 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 any alteration, deletion or amendment to this Master Deed; ~~provided that such changes shall not bind any then existing mortgage holders of record unless they likewise consent to such change in writing.~~ **and such changes shall bind any then existing mortgage holders of record and any then existing residents. (8/7/1997 Amendment)**

h) This condominium regime may be terminated or waived by written agreement of co-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 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 Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition. In no event may the condominium property be sold or otherwise disposed of without the prior termination or waiver of the regime, unless such sale or disposition is approved in writing by co-owners representing 100 per cent of the total basic value of the condominium and by the holders of all mortgages of record covering any apartments within the condominium. Notwithstanding any provision in the By-Laws, there shall be no reduction or deletion or conveyance of the common elements without the prior written consent of the holders of all mortgages of record against any apartments within the condominium.

i) Household pets will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Private barbecue grills may not be used in the common areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

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.



