

"Re-recorded to include By-Laws".

607

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20001651

STATE OF NEBRASKA COUNTY OF WASHINGTON
RECORDED IN NUMERICAL INDEX AND FILED FOR RECORD
26th DAY OF April A.D. 2000

21 O'CLOCK A.M. AND RECORDED IN BOOK
16 AT PAGE 607-616

COUNTY CLERK Charlotte A. Petersen
COUNTY CLERK Karen Madson

DECLARATION OF CONDOMINIUM

I.

SUBMISSION STATEMENT

FILED
00 APR 26 AM 9:21

COURT HOUSE
WASHINGTON COUNTY

The undersigned, being the holders of title of record to the real property situate, lying and being in Washington County, State of Nebraska, the legal description of which is described as: Lot 24, Southfork Addition, City of Blair, Washington County, Nebraska, hereby state and declare that the land described herein is submitted to condominium ownership, pursuant to Chapter 76 - 825 to 76 - 894 inclusive, State of Nebraska Statutes, as amended, the Condominium Act (hereinafter referred to as the "Act"), the provisions of which said Act are hereby incorporated by reference, and included herein, and do herewith file for record this Declaration.

Definitions of terms used herein are as follows:

1. Condominium Act means Chapter 76 - 825 to 76 - 894 inclusive, State of Nebraska Statutes as amended.
2. Declaration means any instruments that create a Condominium, and any amendments to those instruments.
3. Unit means those parcels of the Condominium property designated at Exhibit "A" attached to this Declaration, which are subject to private ownership.
4. Association shall mean all owners of units of condominium property.
5. Executive Board shall mean the elected officers of the Association as set forth in the By-Laws attached hereto.
6. Common Elements means the portions of the Condominium property not included in the units, and shall include the personal property required for the maintenance and operation of the Condominium, even though owned by the Association. Limited Common Elements means those common elements which are reserved for the use of a certain unit to the exclusion of all others.
7. Condominium Parcel means a unit, together with the undivided share in the common elements, which are appurtenant to the unit.
8. Unit Owner means the owner of a condominium unit.
9. Common Expenses means expenses for which the unit owners are liable to the Association. A common expense assessed against the individual owners, but not shared proportionately are called Limited Common Expenses.
10. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owners by the Executive Board.
11. Condominium Property means and includes the land described in the Declaration, and all improvements thereon, and all easements and rights

intended for use in connection with the Condominium.

FILED
NOV 15 PM 2:37

STATE OF NEBRASKA COUNTY OF WASHINGTON
RECORDED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 15th DAY OF November A.D. 2000
2:37 O'CLOCK P.M. AND RECORDED IN BOOK
326 AT PAGE 256-271

COUNTY CLERK Charlotte A. Petersen
COUNTY CLERK Karen Madson

Recorded	_____	Recorded	_____
General	_____	General	_____
Numerical	_____	Numerical	_____
Photostat	_____	Photostat	_____
Prooted	_____	Prooted	_____

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12. Developer means Pat Mallette Construction Co., Inc.

II.
NAME

The name by which this Condominium is to be identified is:
SOUTHFORK CONDOMINIUMS, as operated by the Southfork Condominium Association, hereinafter referred to as "Association".

III.
IDENTIFICATION OF UNITS: SURVEY: SHARES IN
COMMON ELEMENTS: PROPORTIONS OF COMMON EXPENSES

- A. The improvements on the land described consist of:
- a) Three Buildings containing four (4) units each numbered Unit No. 1 to 12, inclusive, No. 1 being on the south side of the south building and No. 12 being on the north side of the north building; as shown on the attached Exhibit "A". The buildings have been constructed substantially as four (4) Unit, one Story Apartment Building for and by the Developers. Also on Exhibit "A" is a Plot Plan and Survey, showing the location of the buildings and the remainder of the Condominium property.
 1. The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective "Condominium Unit," nor shall the owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective "Condominium Unit," which are utilized for or serve more than one "Condominium Unit," which terms are by these presents hereby made a part of the "Common Elements." Said owner, however, shall be deemed to own the walls and partitions which are contained inside said owner's respective "Condominium Unit," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
 2. If any portion of a Condominium Unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the "Common Elements" or "Condominium Units," as aforescribed, due to construction, shall be permitted, and a valid easement for said encroachments and the Maintenance thereof shall exist.

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3. In connection with the floor plans and the Plot Plan, identified as Exhibit "A", the legend notes thereon contained are incorporated herein, and made a part hereof by reference, and the said plans have been certified in the manner required by the Condominium Act.
4. For purposes of assessments on common areas outside of the buildings and not a part of the buildings, each of the twelve units shall participate equally. On common areas within a building or on private areas within a building of which more than one unit is involved assessments shall be against the four units of the building individually, if all four units are involved. If less than all units are involved in any one building assessments shall be against the remaining units that are involved as their interests may appear.

IV. VOTING

Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium, each unit owner or set of owners of any one unit, is entitled to one vote for each unit owned by him or them.

V. METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called in accordance with the By-Laws, by the affirmative vote of a majority of the unit owners. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording data identifying this Declaration, and said Certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this Condominium. This Certificate shall become effective upon its being recorded in the Public Records of Washington County, Nebraska.

No amendment shall change any Condominium unit, nor its undivided share of the Common Elements, nor a Condominium Unit's proportionate share of the common expenses or common surplus, nor the voting rights pertinent to any unit, unless the record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

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No amendment shall change the provisions of this Declaration with respect to mortgagees without the written approval of all institutional mortgagees of record.

VI.
BY-LAWS

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled "**BY-LAWS OF SOUTHFORK CONDOMINIUMS**" and which are annexed to this Declaration, and incorporated herein by reference. No modification or other amendment to the By-Laws shall be valid, unless set forth in, or annexed to, a duly recorded amendment to this Declaration. The By-Laws shall be amended in the same manner as this Declaration is amended.

VII.
MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

A. **Assessments:**

The Association through its Executive Board, shall have the power to make and collect assessments, and to lease, maintain, repair and replace the common elements, as provided by the Condominium Act.

B. **Maintenance:**

The Executive Board may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property.

C. **Liens:**

The Association shall have a lien on each condominium parcel for any unpaid assessments, and interest thereon, against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for the Condominium Act, and shall have the priorities established by said Act. The lien of the Association for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessments reinforcement of such lien. Nothing herein shall deprive a first mortgagee of his prior lien.

D. **Occupancy and Use:**

The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and the members of his family and social guests, and for other purposes. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit

owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. A unit owner may keep any pet or animal on the condominium property so long as the pet or animal does not constitute a nuisance and unreasonably interfere with the quiet enjoyment of the premises by the other condominium owners. (No clotheslines or similar devices shall be allowed on any portion of the condominium property, except in areas designated therefore by the Executive Board.) Garage doors shall be closed when not in use and no cars shall be permanently parked on the grounds outside of building. All units shall keep all garbage containers inside the respective garages, except on date of pickup when they shall be put immediately outside of garage or in an area designated for garbage pickup by the executive board. Outdoor cooking equipment shall not be used on wood patios off main floor or stored on the common areas and shall be restricted to the respective unit of use. Outdoor cooking equipment may be used on concrete surfaces only.

E. Insurance:

The insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1) **Authority to purchase**---All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the unit owners and their mortgagees, as their interest may appear in the company, triple "A" --best rating or better, and provisions shall be made for the issuance of Certificates of Mortgagee Endorsements to the Mortgagees of condominium parcels. Unit owners may obtain insurance coverage at their own expense upon their personal property, and for their personal liability and living expense.

2) **Coverage**---

(a) **Casualty**---All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Executive Board of the Association. Such coverage shall afford protection against:

(i) Loss of damage by fire and other hazards covered by a standard extended coverage endorsement;

(ii) Such other risk as from time to time shall be customarily covered with respect to building similar in construction, location, and use, including, but not limited to, vandalism and malicious mischief.

(b) **Public Liability**---in such amounts and with such coverage as shall be required by the Executive Board of the Association, with cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

(c) **Workmen's Compensation**---as shall be required to meet the requirements of the law.

(d) Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. The owner of a unit shall have no personal liability for any damages caused by the Association, or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

3) **Loss Payable**---All casualty insurance policies purchased by the Association hereunder shall provide that all proceeds covering casualty losses shall be paid to any bank in Washington County, Nebraska as Trustee, or to any Bank in Washington County, Nebraska, with powers as may be designated by the Executive Board.

4) **Payment of Premiums**---Trustee's Expenses and Collection: The Executive Board shall collect and pay the premiums for all insurance and all fees and expenses incurred in securing the insurance.

5) **Mandatory Repair**---Unless there occurs substantial damage to or destruction of all or a substantial part of the condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss.

6) **Determination of Damage and Use of Proceeds:**

(a) Immediately after a casualty causing damage to any part of the condominium property, the Executive Board shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Executive Board shall promptly, upon the determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements, in accordance with the percentages set forth in Article III of this Declaration, and against the individual unit owners for the portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Executive Board, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Executive Board shall levy the special assessment for the total deficiency against each of the unit owners, in the damaged building according to the percentages set forth in Article III of this Declaration.

(b) Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property, and the unit owners elect not to rebuild and repair, as provided in Paragraph 7 below, the Executive Board shall use the net proceeds and the funds collected by the Executive Board from the assessments hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance, and the funds collected by the Executive Board from the assessments as hereinabove provided shall be held by the Executive Board in trust for the use and purposes herein provided.

7) **Total Destruction:** As used in this Declaration, and in any other connection or contest dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium property" shall mean that two-thirds (2/3) or more of the apartment units are rendered untenable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the condominium property, the condominium project shall not be reconstructed, if eighty percent (80%) of the unit owners agree thereto, in writing, after the casualty loss or damage occurs. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee, and the unit owner shall then be obliged to deposit the funds necessary for his unit towards his share of the rebuilding costs. In the event such reconstruction is not approved, as aforesaid, the Executive Board is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear and the Condominium property shall be removed from the provisions of the Condominium Act with the results provided for by Section 76-855 of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Executive Board, stating that the Association has received the necessary writings from eighty percent (80%) of the Unit Owners to not reconstruct.

8) **Association as Agent:** The Association is hereby irrevocably appointed Agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

K. Alterations:

There shall be no material alterations, door or color changes, or substantial additions to the common elements, except the same are authorized by the Executive Board, and ratified by the affirmative vote of a majority of the unit owners. No unit owner shall block, hamper, or otherwise interfere with the common elements of the property to the operation thereof.

L. Owners:

1) That no owner of a "Condominium Parcel" may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the "common elements," or by the abandonment of his "Condominium Unit."

2) The owners of each and every "Condominium Parcel" shall return the same for the purpose of ad valorem taxes with the Tax Assessor of Washington County, Nebraska, or such other future legally authorized governmental officer or authority having jurisdiction over the same.

For the purpose of ad valorem taxation, the interest of the owner of a "Condominium Parcel" in his "Condominium Unit," and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of undivided shares in common elements of the entire Condominium, including land and improvements as has been assigned to said unit in Paragraph III of this Enabling Declaration. The total of all of said percentage equals 100% of the value of all of the land and improvements thereon.

The percentage assigned above shall be binding upon all owners for all purposes, including ad valorem taxation, at all times in the future, and may not be amended or changed.

M. Termination:

The provisions for termination set forth in Article VII E. 7 of this Declaration shall be in addition to the provisions for voluntary termination, as provided for by Section 76-855 of the Condominium Act.

N. Severability:

If any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

O. Titles:

Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration.

P. Notices:

Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners at their place of residence in the Condominium building, and to the Association, at the residence of the Secretary-Treasurer, and to the undersigned at Pat Mallette Real Estate, 1015 Hwy 30, Blair, Nebraska 68008.

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All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him, or it, by written notice, in accordance with the terms and provisions of this paragraph.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium this 26TH day of APRIL, 2000.

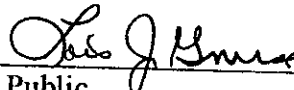
SOUTHFORK CONDOMINIUMS

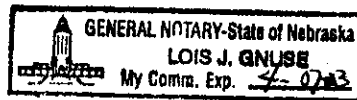
Pat Mallette Construction Co., Inc., Developer

By: 
Patrick E. Mallette, President

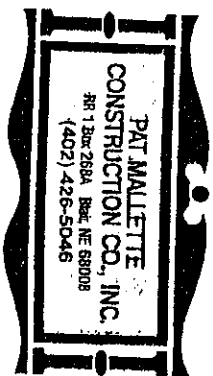
STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

On this 26 day of APRIL, 2000, before me the undersigned notary public, personally came Patrick E. Mallette, President of Pat Mallette Construction Co., Inc., a Nebraska corporation,, to me known to be the identical person whose name is affixed to the foregoing Declaration and acknowledged the execution of the same to be his voluntary act and deed and the voluntary act and deed of the corporation for the purposes therein set forth.


Notary Public



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SOUTHFORK ROAD

SOUTHFORK CONDOMINIUMS
SCALE 1"=50'

N
SCALE

