

DECLARATION

95 SEP -8 PM 1:56

Marcelyn J. Lund, a single person, being the fee simple owner of the real estate described herein pursuant to Section 79-838, et seq. R.R.S. Neb. does hereby expressly declare through the recordation of this Declaration that a condominium property regime as set forth herein is hereby established under the terms and conditions hereof.

1. The name of the condominium shall be "Meadow Drive Condo" and shall be governed by the Meadow Drive Condominium Association.

2. The Condominium shall be located in the City of Blair, Washington County, Nebraska.

3. The legal description of the real estate included in the condominium is Lot 5, Larsen Stillmeadow Second Addition to the City of Blair, Washington County, Nebraska.

4. The anticipated number of units which the declarant reserves the right to create is two (2) subject to an amendment of the declaration.

5. Unit 1 shall include the property described as follows:

Part of Lot 5 in Larsen's Stillmeadow Second Addition to the City of Blair, Washington County, Nebraska, and more particularly described as follows:

Beginning at the Southwest corner of Lot 5 in Larsen's Stillmeadow Second Addition to the City of Blair; thence N 09 degrees 00 minutes 00 seconds E (assumed bearing) along the West line of said Lot 5 a distance of 138.69 feet to the Northwest Corner of said Lot 5 said point being on the Westerly R.O.W. line of U.S. Highway No. 75 and on a 5145.05 foot Radius Curve to the left; thence along said Westerly Highway R.O.W. line and on said 5145.05 foot Radius Curve an Arc Distance of 61.89 feet said curve having a Chord Bearing of S 54 degrees 47 minutes 37 seconds E and a Chord Distance of 61.89 feet; thence S 16 degrees 23 minutes 31 seconds W a distance of 95.28 feet; thence 73 degrees 42 minutes 22 seconds W a distance of 15.74 feet; thence S 16 degrees 52 minutes 32 seconds W a distance of 16.92 feet to the Northerly R.O.W. line of Meadow Drive being on a 152.37 foot Radius Curve to the left; thence along said 152.37 foot Radius Curve an Arc Distance of 25.45 feet said Curve having a Chord Bearing of N 85 degrees 46 minutes 15 seconds W and a Chord Distance of 25.42 feet to the Point of Beginning, and containing 581.40 square feet, more or less.

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STATE OF NEBRASKA COUNTY OF WASHINGTON DN 88 2819  
EMBEDDED IN NEBRASKA INDEX AND FILED FOR RECORD  
THIS 8th DAY OF September A.D. 1995  
AT 1:56 O'CLOCK P.M. AND RECORDED IN BOOK  
244 AT PAGE 228-237  
COUNTY CLERK (Charlotta L. Peterson)  
CLERK (Barbara Miller)

6. Unit 2 shall include the property described as follows:

Part of Lot 5 in Larsen's Stillmeadow Second Addition to the City of Blair, Washington County, Nebraska, and more particularly described as follows:

From the Southeast Corner of Lot 5 in Larsen's Stillmeadow Second Addition to the City of Blair; thence N 09 degrees 00 minutes 00 seconds E Assumed Bearing along the West line of said Lot 5 a distance of 138.69 feet to the Northwest Corner of said Lot 5 said point being on the Westerly R.O.W. line of U.S. Highway 75 and on a 5145.05 foot radius curve to the left; thence along said Westerly Highway R.O.W. line along said 5145.05 foot radius curve an arc distance of 61.89 feet said curve having a chord bearing of S 54 degrees 47 minutes 37 seconds E and chord distance of 61.89 feet to the Point of Beginning thence continuing along said Westerly Highway R.O.W. line along said 5145.51 foot radius curve to the left an arc distance of 22.14 feet said curve having a chord bearing of S 55 degrees 15 minutes 41 seconds E and chord distance of 22.14 feet; thence continuing along said Westerly Highway R.O.W. line S 75 degrees 51 minutes 06 seconds E a distance of 44.60 feet to the Northeast Corner of said Lot 5; thence S 27 degrees 37 minutes 02 seconds W along the East line of said Lot 5 a distance of 113.21 feet to the Southeast Corner of said Lot 5 said point lying on the Northerly R.O.W. line of Meadow Drive, and on a 152.37 foot radius curve to the left; thence along said 152.37 foot radius curve to the left an arc distance of 28.36 feet said curve having a chord bearing of N 63 degrees 46 minutes 25 seconds W and a chord distance of 28.31 feet; thence N 16 degrees 18 minutes 03 seconds E a distance of 16.18 feet; thence N 73 degrees 42 minutes 22 seconds W a distance of 15.62 feet; thence N 16 degrees 23 minutes 31 seconds E a distance of 95.28 feet to the point of beginning and containing 5648 square feet, more or less.

7. The description of any limited common elements other than those specified in Section 76-846(B)(8) R.R.S. Neb. shall be the common walls between the adjoining units and shall be reserved for the use of the owners of such adjoining units, all utilities equipment not located within each unit the utility equipment exclusively serves and the front court yard more particularly described as follows:

Part of Lot 5 in Larsen's Stillmeadow Second Addition to the City of Blair, Washington County, Nebraska, and more particularly described as follows:

From the Southwest Corner of Lot 5 in Stillmeadow Second Addition to the City of Blair and assuming the West line of said Lot 5 to bear N 09 degrees 00 minutes 00 seconds E, thence along a 152.37 foot Radius Curve to the right an arc distance of 25.45 feet said curve having a chord bearing of S 85 degrees 46 minutes 15 seconds E and a Chord distance of 25.42 feet to the Point of Beginning; thence N 16 degrees 52 minutes 32 seconds E a distance of 16.92 feet; thence S 73 degrees 42 minutes 22 seconds E a distance of 31.36 feet; thence S 16 degrees 18 minutes 03 seconds W a distance of 16.18 feet to the Northerly R.O.W. line at Meadow Drive being on a 152.37 foot Radius Curve to the left; thence along said northerly R.O.W. line along said 152.37 foot Radius Curve an Arc distance of 31.59 feet said Curve having a Chord Bearing of N 75 degrees 02 minutes 42 seconds W a Chord Distance of 31.54 feet to the Point of Beginning and containing 503 square feet, more or less.

The declarant does not reserve any special declarant rights or any development rights.

8. Unit 1 shall be approximately 5814 square feet and shall bear fifty percent (50%) of the limited common element expenses as defined in paragraph 7, including taxes, and shall enjoy fifty percent (50%) portion of rights in the elements held in common. Unit 1 shall have one vote in the association.

9. Unit 2 shall be approximately 5648 square feet and shall bear fifty percent (50%) of the limited common element expenses as defined in paragraph 7, including taxes, and shall enjoy fifty percent (50%) portion of rights in the elements held in common. Unit 2 shall have one vote in the association.

10. The common elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the common elements made without the unit to which that interest is allocated is void.

11. The units shall be used for residential dwellings.

12. The owner of any unit shall have a right of first refusal to purchase the other unit upon the same terms and conditions as any bonafide sale of such unit. Upon the offer for sale and tender of any unit notice shall be given by the selling unit owner to the other unit owner. The non selling unit owner shall have thirty (30) days after the date of said notice to exercise his right and option to purchase the unit tendered for sale on the same terms and conditions as such bonafide offer. Within such thirty (30) days the non tendering owner shall give notice in writing to the tendering owner of his election to purchase or his declination to exercise his option. Closing of the transaction



## ARTICLES OF ASSOCIATION

OF

## MEADOW DRIVE CONDOMINIUM ASSOCIATION

I, the undersigned, of the legal age of majority, acting as the declarant under Section 76-859 et seq. R.R.S. Nebraska do adopt the following Articles of Association.

## ARTICLE I.

NAME. The name of the association shall be Meadow Drive Condominium Association.

## ARTICLE II.

DURATION. The period of the association's duration is perpetual.

## ARTICLE III.

PURPOSES AND POWERS. The purposes and powers for which this association is organized is for all powers enumerated in Section 76-860 R.R.S. Neb. and as may from time to time be amended.

## ARTICLE IV.

MEMBERSHIP. The membership of the association shall consist exclusively of the unit owners of Meadow Drive Condominium Association or following termination of the condominium, all of the former unit owners entitled to distributions of proceeds under Section 76-855 or their heirs, successors, or assigns.

## ARTICLE V.

ANNUAL MEETING. An annual meeting of the association shall be held on the first Tuesday of February of each year commencing at 7:00 o'clock P.M. at 2404 Meadow Drive, Blair, Nebraska 68008, or such other location as specified in a notice of meeting as pro-

vided.

ARTICLE VI.

SPECIAL MEETING. Special meetings may be called by the President or Vice President. Notice of special meetings shall be given by ten (10) days written notice delivered or mailed to each unit. Notices may be waived either before or after the meeting. Notices shall be personally delivered or shall be mailed by certified mail, return receipt requested.

ARTICLE VII.

UNANIMOUS DECISION. A unanimous decision of the members of the association shall be required to transact business.

ARTICLE VIII.

MAINTENANCE. The association shall be responsible for maintenance, repair, and replacement of the common elements, and each unit owner is responsible for the maintenance, repair, and replacement of his or her unit.

ARTICLE IX.

VOTING. Votes may be cast by any unit either in person or by proxy.

ARTICLE X.

FINANCIAL RECORDS. The association shall keep financial records sufficiently detailed to enable the association to comply with Section 76-884 R.R.S. Neb. and such financial and other records of the association shall be made reasonably available for examination by any unit owner or his or her authorized agents.



BY-LAWS  
OF  
MEADOW DRIVE CONDOMINIUM ASSOCIATION

ARTICLE I. MEMBERS

1. (a) Any person who is the owner of a unit shall be a member of the Association.

(b.) The right or interest of a member shall not terminate except upon the happening of any of the following events: death, resignation, expulsion, dissolution or liquidation of the Association.

2. (a) The Association shall hold regular meetings when necessary and at least once annually. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Association from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any Annual or Special Meeting of Members may be held at such place within or without the State as the Board of Directors of the Association may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Association.

(c) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meetings shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Association. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member



who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Association adopted by the Board of Directors, together with a concise statement of the changes made.

3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Association and entered in the minutes of the proceedings of such Annual Meeting of Members.

4. Except as provided by law, two (2) members shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote.

#### ARTICLE II. BOARD OF DIRECTORS

1. General Powers. The business of the Association shall be managed by the Board of Directors except as otherwise provided by Statute or the Articles of Incorporation.

2. Number. The Board of Directors shall consist of two (2) members.

3. Appointment. Each unit shall appoint one member of the Board of Directors. If a vacancy should occur, the position may be filled by appointment by the unit having appointed the director to the vacant position for the remaining unexpired term.

4. Term. The term of office shall be one (1) year.

5. Regular Meetings. The Board of Directors shall meet annually on the first Tuesday in February.

6. Special Meetings. Special meetings shall be held upon call of either Director at such time and place as may be desirable after reasonable notice thereof to all Directors. Presence at such meeting or a written waiver of notice shall be deemed equivalent to such notice.

7. Quorum. Two (2) Directors shall constitute a quorum for all meetings.

1. Number. The Association shall have such officers as shall be deemed necessary from time to time by the Board of Directors and appointed by the Board.

2. Removal and Resignation. The Directors may at any meeting called for the purpose by vote of a majority of their number remove any officer, assistant, agent or factor of the Association from office.

5. Vacancies. Any vacancy occurring in any office of the Association shall be filled for the unexpired term in the same manner as is prescribed in these By-Laws for regular election or appointment to such office.

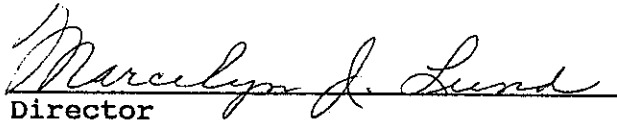
#### ARTICLE IV. EXECUTION OF INSTRUMENTS

1. Generally. All documents, instruments and writings shall be executed, verified, acknowledged and delivered by such officers or agents of the Association as the Board of Directors from time to time shall determine.

2. Real Estate. All conveyances, mortgages and all other instruments affecting the title of the Association to real estate shall be executed and acknowledged by the members of the Board of Directors.

#### ARTICLE V. AMENDMENTS

1. These By-Laws may be amended, altered or repealed at any meeting of the Board of Directors. Notice of such meeting shall specify the subject matter of the proposed change or addition.

  
Director

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Director