

FILED

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 4269  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 22nd DAY OF December A.D. 1995  
AT 11:31 O'CLOCK A.M. AND RECORDED IN BOOK  
247 AT PAGE 790  
COUNTY CLERK Charlotte K. Peterson  
DEPUTY Karen Madson

95 DEC 22 AM 11:31

MASTER DEED

CHARLOTTE K. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

This Master Deed made and executed by

J. Glen Ross Jr., a single person being the record title holder to the real estate described as follows:

Lot 3, Larsen's Stillmeadow Second Addition to the City of Blair, Washington County, Nebraska.

The undersigned do hereby state and declare that the real estate described hereinabove is submitted to condominium ownership pursuant to Neb. Rev. Stat. 76-801, et seq, as amended and known as the "CONDOMINIUM PROPERTY ACT" (hereinafter referred to as "Act"), and do hereby state:

1. Definitions: Definitions of terms used herein are as follows:

- 1.1 Unit - means those parcels of the condominium property designated on Exhibit "A" attached to this Master Deed which are subject to private ownership.
- 1.2 Association - shall mean all owners of units of condominium property.
- 1.3 Executive Board - shall mean the elected officers of the Association as set forth in the By-Laws attached hereto.
- 1.4 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.

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General \_\_\_\_\_  
Numerical \_\_\_\_\_  
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- 1.5 Condominium Parcel - means a unit, together with the undivided share in the common elements, which is appurtenant to the unit.
- 1.6 Unit Owner - means the owner(s) of a condominium unit and attached garage.
- 1.7 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.
- 1.8 Assessment means a share of the funds required for payment of common expenses which from time to time are assessed against the unit owners by the Executive Board.
- 1.9 Developer shall mean

2. Name: The name by which this condominium is referred to is "Ross Blair One Condominiums", as operated by the Gross Blair One Condominium Association, hereinafter referred to as "Association".

3. Identification of Units: Developers have constructed on the above-described real estate, two (2) condominium units. That attached hereto, marked Exhibit "B" and incorporated by this reference herein, is a plot plan and survey showing the location of the building and the remainder of the condominium property.

- 3.1 Unit Owners 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 owners be deemed to own pipes, wires, conduits or other public utility lines running through the respective conda-

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minium 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 unit owners, however, shall be deemed to own the walls and partitions which are contained in said owners' respective condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including dry wall, paint, wallpaper, etc.

3.2 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.

3.3 In connection with the floor plans and plot plan, identified as Exhibits "A" and "B", 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. Dimensions: That the said condominium project has a total building area of 3,360 square feet of which 3,360 square feet will constitute family units and 0 square feet will constitute general and/or restricted common areas and facilities.

5. Family Units/Common Elements: The family units and common areas of the facilities of the project will be as follows:

5.1 The Condominium Property will have two family units which will be consecutively numbered and referred to as Unit One and Unit Two. Unit One is a rectangular shaped apartment with an attached two-car garage with a combined perimeter 60 feet long and 28 feet wide, making a total area of 1,680 square feet, as specifically shown on Exhibit "A" which is attached to this Deed. Unit One is the westernmost unit of the construction project.

Unit Two is a rectangular shaped apartment and attached one-car garage with a combined exterior measurement of 10 feet long and 10 feet wide, making a total area of 100 square feet, as specifically shown on Exhibit "A" which is attached to this Deed. Unit Two is located west of Unit One. Both units has a separate basement.

5.2 Common Areas and Facilities:

5.2.1 The parcel of land described in the first paragraph of this Master Deed; provided however, that the owner of Unit One shall maintain, at his/her individual expense, the sidewalks and driveway immediately adjacent to the one-car garage attached to Unit One, which maintenance shall include the timely removal of all snow, ice and other debris from said sidewalks and driveway, and furthermore, the owner of Unit Two shall maintain, at his/her individual expense, the sidewalks and driveway immediately adjacent to the one-car garage attached to Unit Two, which maintenance shall include the timely removal of all snow, ice and other debris from said sidewalks and driveway; provided further, that the yard and shrubbery located immediately adjacent to Unit One (front and back) shall be mowed and maintained (i.e. the grass to grow no longer than 7" and reasonable effort to control weeds) by the owner of Unit One; and, the yard and shrubbery located immediately adjacent to Unit Two (front and back) shall be mowed and maintained (i.e. the grass to grow no longer than 7" and reasonable effort to control weeds) by the owner of Unit Two.

5.2.2 The following facilities located within the condominium project which are restricted common areas and facilities are as follows:

- a) The common walls between adjoining units shall be reserved for the use of the owners of such adjoining units;

- b) All utilities equipment not located within the unit which the utility equipment exclusively serves; provided further, that the owner of Unit One shall maintain and repair the separate air conditioning and heating unit attached to Unit One and the owner of Unit Two shall maintain and repair the separate air conditioning and heating unit attached to Unit Two.

5.2.3 The common elements shall include:

- a) All roof area;
- b) All these areas not specifically described herein as unit areas or restricted common areas hereinabove.

5.2.4 The owner of Unit One grants to the owner of Unit Two and the owner of Unit Two grants to the owner of Unit One an easement and license for the construction, repair, maintenance and replacement of any utility lines along, over and across the real estate described hereinabove, used exclusively for the other unit, it being agreed and understood that should the installation, maintenance, repair or replacement of any utility line servicing Unit One cause damage to Unit Two or any grounds then the owner of Unit One shall, at his/her expense, repair said damage in a timely manner, and, should the installation, maintenance, repair or replacement of any utility line servicing Unit Two cause damage to Unit One or any grounds then the owner of Unit Two shall, at his/her expense, repair said damage in a timely manner.

6. Value of Property and Percentage of Expenses: That the title and interest of each owner of a family unit in the

general common areas and facilities listed hereinabove and their proportionate share in the profits and common expenses in said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the association of owners of the Ross Blair One Condominiums is based on the proportionate value of each family unit to the total value of all family units as follows:

6.1 Family Unit No. One: 50%.

6.2 Family Unit No. Two: 50%.

7. 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.

8. Method of Amendment of Master Deed: This Master Deed 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 all 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 Master Deed, and said Certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this Condominium. This

Master Deed 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 Master Deed.

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

9. 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 ROSS BLAIR ONE CONDOMINIUMS" and which are annexed to this Master Deed, 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 Master Deed. The By-Laws shall be amended in the same manner as this Master Deed is amended.

10. Miscellaneous Conditions, Covenants and Restrictions:

- 10.1 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.



- 10.2 Maintenance - The Executive Board may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property.
- 10.3 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.
- 10.4 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. Outdoor cooking equipment shall not be used or stored on the common areas and shall be restricted to the respective unit of use.
- 10.5 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:

10.5.1 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.

10.5.2 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.

10.5.3 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 as Trustee, or to any other bank in Washington County, in the State of Nebraska, with powers as may be designated by the Executive Board.

10.5.4 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.

10.5.5 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.

10.5.6 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 Paragraph 3 of this Master Deed, 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, according to the percentages set forth in Paragraph 6 of this Master Deed.

- 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 10.5.7 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.

10.5.7 Total Destruction - As used in this Master Deed, 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/her unit towards his/her 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.

10.5.8 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.

10.6 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.

10.7 Owners -

10.7.1 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".

10.7.2 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 3 of this Master Deed. 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.

10.8 Termination - The provisions for termination set forth in Paragraph 10.5.7 of this Master Deed shall be in addition to the provisions for voluntary termination, as provided for by Section 76-855 of the Condominium Property Act.

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

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

10.11 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.

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

IN WITNESS WHEREOF, the undersigned have executed this Master Deed, this 15 day of December, 1995.

J. Glen Ross, Jr.  
Developer

STATE OF NEBRASKA )  
                                  ) :ss:  
COUNTY OF WASHINGTON )

On this 15 day of December 1995, before me the undersigned Notary Public, personally came J. Glen Ross, Jr, a single person to me known to be the identical person whose name is affixed to the foregoing Master Deed and acknowledged the execution of the same to be his voluntary act and deed for the purposes therein set forth.

By Frances A Cole  
Notary Public

10/10/98

