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MASTER DEED AND DECLARATION

THIS MASTER DEED AND DECLARATION made this 17th day of December, 1985 by BENT TREE JOINT VENTURE, a Nebraska partnership (herein called "Declarant"), for itself, its successors, grantees and assigns.

WITNESSETH

1. Purpose. The purpose of this Master Deed and Declaration 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 76-825 through 76-894, R.R.S. Nebraska (herein called "Uniform Condominium Act").

The definitions set forth in Section 76-827, R.R.S. Nebraska shall govern this Master Deed and Declaration.

2. Name. The name of the condominium is Bent Tree Condominium, a condominium.

3. Association. The Association which shall manage said condominium pursuant to Section 76-859 R.R.S. Nebraska et seq. is Bent Tree Homeowners Association, a Nebraska nonprofit corporation. All unit owners shall be members of the Association.

4. Description. The lands owned by the Declarant which are hereby submitted to the condominium regime are described as follows:

Block Sixteen (16) of Wear's West Pacific Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

5. Boundaries and Units. The condominium will consist of 14 buildings with a height of not more than two stories plus basement. The buildings will contain a total of 28 units which may only be used for residential purposes. The condominiums will also include automobile

garages, parking areas, lawns and landscaping. The boundaries of each unit and identifying number are as more particularly described in the building plan which is attached hereto as Exhibit "A", incorporated herein by this reference.

6. Common Elements and Exterior Maintenance.

(a) The common element of the condominium is Harnsey Plaza as delineated on Exhibit "A".

(b) The exterior of the residences constructed within the unit boundaries, except exterior screening, window glass, storm doors, exterior decks, patios and doors including garage doors shall be maintained by the Association. The Association shall likewise provide trash removal, all lawn care including the installation, repair and operation of the lawn sprinkler system and snow removal for the condominium. The repair, maintenance and replacement of all other items within the unit boundaries but outside of the physical structure of the residence, such as air-conditioning compressor units, driveways, sanitary sewer, water and utility lines and the items included in the first sentence of this subparagraph (b) shall be the responsibility of the unit owner. The Association shall, at all reasonable times, have a limited easement for access within the unit boundaries for the purposes as hereinbefore stated.

7. Allocated Interests. Each unit shall have one vote in the Association and share in the expenses and the rights in the same percentage as said unit bears to the total number of condominium units.

8. Declarant Control. Declarant shall control the Association and may appoint and remove the officers and members of the Executive Board until the earlier of:

- a) Sixty days after conveyance of 90% of the units which may be created to unit owners other than a declarant; or
- b) Two years after declarant has ceased to offer units for sale in the ordinary course of business.

Not later than sixty days after conveyance of 25% of the units

which may be created to unit owners other than a declarant, at least one member but not less than 25% of the members of the Executive Board shall be elected exclusively by unit owners other than the declarant. Not later than sixty days after conveyance of 50% of the units which may be created to unit owners other than a declarant, not less than 33 1/3% of the members of the Executive Board shall be elected exclusively by unit owners other than the declarant.

Not later than the termination of the period of declarant control, the unit owners shall elect an Executive Board of at least three members, at least a majority of whom shall be unit owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

9. Insurance, Damage and Liability. The Association shall insure the condominium and the association against risk, including tort liability, in the manner set forth in the Bylaws. Each policy shall be issued in the name of the association for the benefit of unit owners. The limits of coverage shall be established by resolution of the Executive Board. Premiums for such insurance shall be a common expense. Any damage to the condominium caused by fire or other casualty shall be promptly repaired by the association in the manner set forth in the Bylaws, unless (1) the condominium is terminated; (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (3) 80% of the votes in the association, including the votes of every unit which will be rebuilt vote not to

rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium; (2) the insurance proceeds attributable

to units which are not rebuilt must be distributed to the owners of those units or the lienholders, as their interests may appear, and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to the allocated interests of all the units. If the unit owners vote not to rebuild any unit, that unit's allocated interest shall be automatically reallocated. Any tort liability arising from the use of common elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to their allocated interests.

10. Covenants, Conditions and Restrictions. 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 owner through foreclosure, enforcement of any lien or otherwise:

PROTECTIVE COVENANTS AND EASEMENTS

WEAR CONSTRUCTION COMPANY

Frank J. Wear President

(Corporate Seal Affixed

to

Whom it may concern

Protective covenants for Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 in Wears West Pacific Addition, Douglas County Nebraska .

1. The following covenants shall run with the land in Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Wears West Pacific Addition in Douglas, County Nebraska as surveyed plotted and recorded.

2. All lots in the above described area shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on a residential building plot other than one or two family dwellings unless the developers deem it necessary to make one block a multiple dwelling area.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines. No building shall be erected on said premises within 35 feet of the front lot line nor within 5 feet of the side lot lines.

4. An easement to construct and maintain is hereby reserved for telephone, electric, gas, water, sewer and other utilities, along, across, over and under the rear and side boundary lines of each lot, together with any necessary overhang. Maintains the right to trim and remove trees if reasonable desirable to maintain continuity of electric and telephone service.

5. The main floor of all single story and story and one half dwellings shall cover a ground area of not less than 960 square feet exclusive of garages and porches and the main floor of said dwellings of two or more stories shall cover a ground area of not less than 840 square feet, exclusive of garages and porches.

6. The covenants and restrictions set forth shall run with the land and be binding upon all persons for a period of 25 years after date hereof. At the expiration of said period they shall automatically be extended for successive periods of 10 years unless they are changed in whole or part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

7. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in the above described development or sub-division to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

8. In validation of any one of these covenants by judgment court order shall in no wise effect any of the other provisions which shall remain in effect.

9. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

10. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

14. All earth shall be used in Wears West Pacific Addition and not hauled away without permission of the Restriction Committee.

15. No yard fence in the above described area shall exceed six feet in height.

16. Block 15 is to be used for church property and for no other purpose. A Church, school, parking area or anything else pertaining to church use is acceptable.

17. Block 16 is to be used as a commercial sight. Main purpose is for shops and stores for use of the residents of this and adjoining areas.

18. Loup River Public Power District.

Grant unto Loup River Public Power District, its successors and assigns, a right of way and perpetual easement, together with all rights and privileges incident to the use and enjoyment thereof, including the right to trim and remove underbrush and trees for clearance for the construction, operation and maintenance of an electric transmission line over, upon, along and above the following described real estate situate in Douglas County, Nebraska, to-wit:

Lots 15, 16 Blk 14: Lots 1, 26, 25, 2, 24 Blk 12: Lots 1, 22, 21, 2, 20 Block 9 Lots 2, 3, 20, 19, 18 Block 6: Lots 18, 17, 16, 4, 3 Block 4: Lots 4, 5 Block 2 and any other lots that are under the electrical transmission line in Wears West Pacific Addition, Douglas County Nebraska.

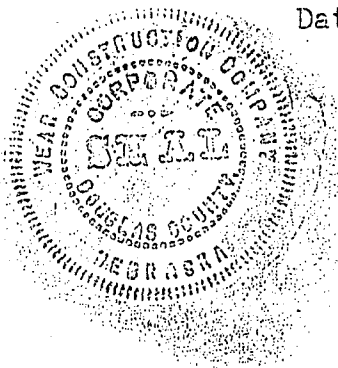
There will be 2-2 pole structures and an over-hang on the above described land.

The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the grantors and the District agrees to indemnify and save harmless the grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines. However, all such damage is waived unless written notice is filed with the District within ten days after such damage occurs.

This agreement shall extend to the parties, their heirs successors and assigns.

~~CONFIDENTIAL - NOT TO BE REPRODUCED OR DISCLOSED WITHOUT WRITTEN PERMISSION OF THE BOARD OF DIRECTORS OF THE WEARS WEST PACIFIC ADDITION RESTRICTIONS COMMITTEE~~
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Dated this 5th day of September, 1956.



Frank J. Wear
President

Robert E. Wear
Secretary Treasurer

Approved by restrictions committee

Frank J. Wear
Frank J. Wear

Robert E. Wear
Robert E. Wear