

# **CONDOMINIUM DECLARATION**

**Silverthorne Condominium  
1910 Thurston Avenue  
Bellevue, Nebraska 68005**

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Exhibit "A": Legal Description of the Land  
Exhibit "A-1": As-Built Survey and Plans  
Exhibit "B": Percentage Interest of Units

# CONDOMINIUM DECLARATION

Silverthorne Condominium  
1910 Thurston Avenue  
Bellevue, Nebraska 68005

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to the provisions of the Nebraska Condominium Act, by SILVERTHORNE PARTNERS, LLC, a Nebraska limited liability company ("Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in Bellevue, Sarpy County, Nebraska, legally described on Exhibit "A" annexed hereto and by this reference incorporated herein, and commonly known as 1910 Thurston Avenue, Bellevue, Nebraska 68005 (the "Property"); and

WHEREAS, a certain as-built survey consisting of one page and condominium plans consisting of one sheet which shows the location and dimensions of the land described on Exhibit "A" and the location and dimensions of the improvements constructed or contemplated to be constructed thereon, together with other information required by the Condominium Act, are attached hereto as Exhibit "A-1" and by this reference incorporated herein; and

NOW THEREFORE, the Declarant hereby declares that the Property, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth herein.

1. **Submission of Property.** The Declarant hereby submits the Property to the provisions of the Condominium Act to create a plan of condominium ownership of the Property.

2. **Name and Address of Condominium.** The name of the Condominium is Silverthorne Condominium. The address of the Condominium is 1910 Thurston Avenue, Bellevue, Nebraska 68005.

3. **Definitions.** The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are defined as follows:

"Allocated Interests" means the undivided interest in the Common Elements, the Common Expenses Liability, and votes in the Association allocated to each Unit.

"Association" means Silverthorne Condominium Association, Inc., a Nebraska not-for-profit corporation.

"Buildings" means the buildings designed for residential use or motor vehicle storage, as shown on the Condominium Plat, and containing Units which comprise part of the Condominium.

"Bylaws" means the bylaws duly adopted by the Association as they may from time to time be amended.

"Common Elements" means all portions of the Property other than the Units.

"Common Expenses" means the expenses of administration (including management and professional services) of the Condominium; except as otherwise specifically provided herein, the cost of maintenance, repair and replacement of the Common Elements; except as specifically provided herein, the cost of additions, alterations or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Executive Board; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration or the Bylaws; if not separately metered or charged to the Unit Owners, the cost of waste removal, water, sewer and other necessary utility services; and all other expenditures made or liabilities incurred by or on behalf of the Association, together with all assessments for the creation and maintenance of contingencies and replacement reserves.

"Common Expenses Liability" means the liability for Common Expenses allocated to each Unit pursuant to the terms of this Declaration and the Condominium Act.

"Community Rules" means those rules and regulations adopted from time to time by the Executive Board.

"Condominium" means the Property (and any interest therein) which is hereby submitted to the provisions of the Condominium Act by recording of this Declaration.

"Condominium Act" means The Nebraska Condominium Act, Neb. Rev. Stat. §§ 76-825 through 76-894.

"Condominium Instruments" means this Declaration, the Bylaws, the Condominium Plat and the Condominium Plans, and any and all exhibits, schedules or certificates thereto, and all amendments thereto which are adopted or recorded pursuant to the provisions of the Condominium Act.

"Condominium Plat" means one or more plats of survey of the Condominium, and any amendments thereof, made and recorded in accordance with Sections 76-846 of the Condominium Act.

"Condominium Plans" means the plans of the Buildings showing each Unit, and any amendments thereof, made and recorded in accordance with Section 76-846 of the Condominium Act.

"Condominium Unit" means a Unit, together with the Allocated Interests allocated to that Unit.

"Declarant" means Silverthorne Partners, LLC, or any assignee or successor to the Declarant.

"Declaration" means this instrument and such amendments thereof as may be recorded from time to time.

"Development Area" means the real estate legally described as Lot 1, Hillcrest Replat 3 and Lot 39A, Hillcrest, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, and any additional area which the Declarant adds pursuant to Section 5.1 of this Declaration. None of the covenants, conditions, restrictions or easements contained herein shall burden any portion of the Development Area, unless and until such portion is made a part of the Condominium.

"Development Rights" means any right, or combination of rights, reserved by Declarant in this Declaration to add the Development Area to the Condominium or to create additional Units, Common Elements or Limited Common Elements within the Condominium or the Development Area.

"Dwelling Unit" means a physical portion of the Condominium designed and intended for separate ownership and residential use and occupancy, which include the attached garage, the boundaries of which are described, and the Unit Number assigned to which is identified, on the Condominium Plan.

"Executive Board" means the board of directors for the Association.

"First Mortgage" means any first priority mortgage, deed of trust or other instrument conveying a first priority equitable interest as a lien upon, or title for security purposes only in respect of, a Unit.

"Garage" means a physical portion of the Condominium designed and intended for motor vehicle storage, which is attached to and is part of the Dwelling Unit, the boundaries of which are described on the Condominium Plan.

"Land" means the real property described in Exhibit "A" to this Declaration, exclusive of the Buildings, and all easements and rights appurtenant thereto.

"Limited Common Elements" means a portion of the Common Elements which are designated by this Declaration or the Condominium Plans as being a limited common element appurtenant to and for the exclusive use of Unit Owners of one or more, but fewer than all, of the Dwelling Units. Any balcony, porch or patio attached to, adjoining or serving a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit. The driveway in front of the garage serving the Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit.

"Mortgagee" shall mean the grantee or beneficiary of a First Mortgage.

"Percentage Interest" means the Allocated Interests (stated as a percentage) allocated to each Unit, as set forth on Exhibit "B" to this Declaration. The formula used to establish the Percentage Interest is, as respects each Unit, the number of square feet of the Dwelling Unit (not including the attached garage and the garage level) divided by the number of square feet of all Dwelling Units (not including the attached garage and the garage level), as determined by Declarant.

"Person" means a natural person, corporation, limited liability company, partnership, association, trust or other entity capable of holding title to real property, or any combination of any of the foregoing.

"Record" means to record with the Register of Deeds of Sarpy County, Nebraska.

"Resident" means an individual who resides in a Dwelling Unit and who is either a Unit Owner, a tenant of the Unit Owner, a contract purchaser of a Dwelling Unit, or a relative of any such Unit Owner, tenant or contract purchaser (but only if such relative actually resides in the Dwelling Unit).

"Special Declarant Rights" means rights reserved for the benefit of Declarant to construct or complete improvements indicated on the Condominium Plans; to exercise any Development Rights; to maintain sales offices, management offices, advertising signs for the Condominium, and models; to establish and utilize easements through the Common Elements for the purpose of making improvements within the Condominium; to create or add additional Units, Common Elements or Limited Common Elements; to add the Development Area to the Condominium and make improvements thereon; or to appoint or remove any officer of the Association or any member of the Executive Board during the period of Declarant control.

"Unit" means a Dwelling Unit.

"Unit Number" means one or more letters or numbers, or both, that identify a Unit, as depicted on the Condominium Plan.

"Unit Owner" means one or more Persons who own a Condominium Unit in fee simple, including, in a proper case, the Association.

4. **Buildings.** The location and dimensions of the Buildings and the thirty nine (39) parking spaces on the Land are shown on the Condominium Plat.

5. **Description and Dimensions of Units.**

5.1 **Unit Number and Percentage Interest.** The Unit Number and Percentage Interest of each Unit are set forth in Exhibit "B" to this Declaration. The dimensions and the boundaries of each Unit, together with its Unit Number and relative location, are set forth in the Condominium Plans. The Condominium currently includes twenty seven (27) Dwelling Units, all of which include an attached garage which is appurtenant to and a part of the Dwelling Unit. Declarant



reserves the right to construct additional Units on the Land and on the Development Area, which Units, when constructed, will be added to the Condominium. Declarant reserves the right to add additional area and additional units within such area to the Development Area, which area and units, when added, will be added to the Condominium. In the event Declarant constructs the additional Units and adds them to the Condominium, or in the event the Declarant adds additional area with additional units and adds them to the Condominium, the Percentage Interest of each Unit will be adjusted and recalculated, in accordance with the formula for computation of Percentage Interests set forth in this Declaration at Section 7.1. A Person must be a Unit Owner to own a Garage Unit and a Garage Unit may not be transferred, conveyed, alienated, leased or used by a Person who is not either a Unit Owner or a Resident.

5.2 Upper and Lower Boundaries of Dwelling Units. The lower boundary of any Dwelling Unit in the Condominium is a horizontal plane, the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor thereof, extended to intersect the lateral or perimeter boundaries thereof. The upper boundary of any Dwelling Unit in the Condominium is a horizontal plane, the elevation of which coincides with the lower surface of the finished ceiling thereof, extended to intersect the lateral or perimeter boundaries thereof. The lower boundary of the attached garage in the Condominium is a horizontal plane, the elevation of which coincides with the elevation of the upper surface of the concrete floor thereof, extended to intersect the lateral or perimeter boundaries thereof. The upper boundary of the attached garage in the Condominium is the lower surface of the ceiling. The attached garage and remainder of the lower level is part of the Dwelling Unit.

5.3 Lateral or Perimeter Boundaries. The lateral or perimeter boundaries of a Unit are vertical planes which coincide with the unfinished surfaces of the interior of the perimeter walls and the walls dividing the Units, including the inside surfaces of all windows, doors and vents, extended to intersect the upper and lower boundaries of the Unit and to intersect the other lateral or perimeter boundaries thereof.

5.4 Additional Items Included in Dwelling Units. Each Dwelling Unit includes:

(1) all nonstructural interior partition walls (except those portions which contain, comprise or support part of the Common Elements) located within the boundaries of the Dwelling Unit;

(2) the decorated inside surfaces of all boundary walls, ceilings and floors, including any wallpaper, paint, lath, wallboard, plastering, carpeting, floor and wall tiles and other floor coverings, and all other finishing materials; and

(3) all interior doors and all immediately visible fixtures, appliances, mechanical, electrical and intercom systems and equipment, water, gas and sewage pipes located within the boundaries of the Dwelling Unit which serve that Dwelling Unit, and all heating and air conditioning units installed for the sole and exclusive use of the Dwelling Unit, commencing at the point of disconnection from the structural body of the Building or from utility lines, pipes or systems serving any Dwelling Unit.

5.5 Items Excluded from a Unit. A Unit shall be deemed not to include pipes (except water and gas and sewage pipes located within the boundaries of a Unit and serving only that Unit), wires, conduits and other public utility lines, ventilation or other ducts, bearing walls and structural portions of the Building running through a Unit which are utilized for or serve more than one Unit, and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Condominium.

5.6 Marketable (Gross) Square Footage. The Marketable Square Footage which is generally utilized when selling or leasing a Unit consists of the Unit and that portion of the Common Elements which provide the perimeter structural support and components of the Unit. The Marketable (Gross) Square Footage of a Unit is enclosed by vertical planes which coincide with the center of the party wall where two units adjoin, the exterior of the support studs for that portion of the Unit that abuts the hallway, and the exterior of the Building as to that portion of the Unit which abuts the outside exterior of the Building. Notwithstanding the foregoing, those portions of the Marketable Square Footage which are within the Common Elements remain Common Elements.

## 6. The Common Elements.

6.1 Common Elements. The Common Elements of the Condominium include the following, except to the extent that any portion is a Limited Common Element:

(1) the Land, including all trees, shrubbery, paved areas and the like, but excluding balconies, porches, patios and parking spaces which are Limited Common Elements assigned and allocated exclusively to a particular Unit;

(2) the foundations, beams, supports, girders, columns, bearing walls, non-bearing and bearing perimeter walls of the Building; all walls and partitions of the Building separating Units from corridors, stairs and other mechanical spaces, excepting the finished portions of such walls as are within the interior of any Unit; all floors and ceilings except the finished flooring which is within a Dwelling Unit and the finished ceiling which is within a Unit;

(3) the roofs;

(4) all of the walkways, corridors, halls, elevators, steps and the like which are incident thereto or which provide access to the Units;

(5) all utility installations, including water service, electrical service, natural gas service, water tank, reservoir pump and the like, and further including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables, wires, telephone and data lines, coaxial cable, tubes and other utility lines and installations which service one or more Units, except those installations and equipment that are exclusively within or for the benefit of a particular Unit and not used to service any Unit other than that particular Unit;

(6) all other elements of the Condominium rationally of common use or necessary to its existence, upkeep and safety; and

(7) all of that part of the Condominium which is not part of any of the Units and which is not a Limited Common Element as defined in Section 6.2 below.

6.2 Limited Common Elements. The Limited Common Elements of the Condominium consist of the following:

- (1) the parking space (if any) assigned to a Dwelling Unit;
- (2) fifteen (15) feet of the driveway in front of the garage;
- (3) the patio (if any) directly adjacent to, and assigned to each of, Dwelling Units;
- (4) the deck or balcony (if any) physically attached to a Dwelling Unit; and
- (5) any shutters, awnings, window boxes, doorsteps, stoops; all exterior doors (including garage doors) and windows; and all other fixtures and systems designed to serve a single Dwelling Unit but located outside the boundaries of that Dwelling Unit.

7. Ownership and Use of the Common Elements.

7.1 Allocation of Percentage Interests. Each Unit is allocated an undivided Percentage Interest in the Common Elements, and each Unit Owner owns, as a tenant (or tenants) in common with all other Unit Owners, the Percentage Interest in the Common Elements allocated to such Unit Owner's Unit. The Percentage Interest in the Common Elements is appurtenant to and shall run with each Unit, shall not be separated from the Unit, and shall be deemed to be conveyed or encumbered with the Unit even though such undivided interest is not expressly mentioned or described in the document of conveyance or encumbrance. The Percentage Interest allocated to each Unit is set forth in Exhibit "B" to this Declaration. Each Unit Owner agrees to the allocation and reallocation of Percentage Interests occurring by reason of Declarant's exercise of any one or more Special Declarant Rights. Allocations and reallocations of Percentage Interests may be subject to minor variations attributable to rounding off. The respective Percentage Interests shall be computed to five (5) significant figures so that the sum of the Percentage Interests equals one hundred percent. Since the Percentage Interest of all of the Units are very close, the monthly unit assessments for each Unit shall be the same.

7.2 Use of Common Elements. The use of the Common Elements shall be limited to the Unit Owners in residence, to their tenants in residence and to their guests, invitees and licensees, and shall be governed by the Condominium Instruments and the Community Rules. Limited Common Elements are assigned and allocated exclusively to the Unit served thereby and use thereof is reserved to the owner of the Unit to which the Limited Common Element is allocated and

his or her tenants, guests and invitees, subject, in all events, to the Condominium Instruments and the Community Rules.

7.3 No Revocation, Abandonment, Partition or Severance. The Common Elements shall remain undivided and shall not be abandoned by act or omission, and no Unit Owner or other Person may bring any action for partition or division of the Common Elements unless the condominium regime is terminated pursuant to the procedures set forth in the Condominium Act. The Allocated Interests are not severable and no Unit Owner may execute any deed, mortgage, lease or other instrument affecting title to or right of use of such Unit Owner's Unit which purports to separate an interest in a Unit from the Allocated Interests of such Unit.

7.4 Suspension and Limitation of Use. The Executive Board may suspend or limit the right of any Unit Owner or other Person to use any part of the Common Elements upon failure of such Unit Owner or other Person to observe the provisions of the Condominium Instruments or the Community Rules governing the use of the Common Elements.

## 8. Easements.

8.1 Easements for Encroachments. If, and to the extent that, any Unit or Common Element encroaches on any other Unit or Common Element by reason of a deviation from the Condominium Plat or Condominium Plans in the construction thereof, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and for the maintenance of the same, so long as the encroaching Unit or Common Elements shall remain standing; provided however, that in no event shall an easement for any encroachment be created in favor of any Unit Owner if such encroachment is caused by the intentional, willful or negligent conduct of such Unit Owner or such Unit Owner's agent.

8.2 Easement of Support. Each Unit and the Common Elements shall have and are hereby granted an easement of lateral and subjacent support from every other Unit and the Common Elements.

8.3 Easements for Common Elements. Except as to the Limited Common Elements, perpetual easements are hereby granted and established in favor of and benefitting all Unit Owners, their families, guests, tenants, invitees and servants, for the use and enjoyment of all Common Elements, subject to the Condominium Instruments and the Community Rules governing the use of the Common Elements. Perpetual easements are hereby granted and established as to the Limited Common Elements in favor of and benefitting the Unit Owners as to whom such Limited Common Elements are assigned and allocated, their families, guests, tenants, invitees and servants, for the use and enjoyment of such Limited Common Elements, subject to the Condominium Instruments and the Community Rules governing the use of such Limited Common Elements.

8.4 Utility Easements. Easements as shown on the Condominium Plat or the Condominiums Plans, or as may hereafter be established by the Association, are hereby granted and dedicated for sewers, electricity, television, water, telephone, co-axial cable and data lines and all other utility purposes, including the right to install, lay, maintain, clean, repair and replace water mains and pipes, sewer lines, drainage pipes, conduits, telecommunications and television wires,

cable, conduit and equipment, and electrical wires and conduits over, under, along and across any portion of the Common Elements. If and to the extent that any utility line, pipe, wire, conduit or related equipment serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Unit shall be burdened with, and there is hereby reserved and established, an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire, conduit and related equipment, such easement to run with the Land for the benefits of the Units served by the same. Declarant shall have and does hereby establish and reserve a transferrable easement in favor of Declarant and its assignees on and over the Common Elements for the purpose of making improvements on the Property and for the purpose of doing all things reasonably necessary and appropriate in connection therewith. All public and private utilities serving the Condominium are hereby granted the right to lay, construct, renew, operate and maintain conduit, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Condominium for the purpose of providing utility services to the Development Area. The County of Sarpy, the City of Bellevue, and any political subdivision which has jurisdiction over the Development Area or which undertakes to provide services to the Development Area are hereby granted, declared and reserved access easements for ingress and egress to, over and across the Condominium for the purpose of providing any such services. The owners from time to time of portions of the Development Area which are not part of the Condominium are hereby granted and reserved a perpetual, non-exclusive easement of access over and across the roads and streets located in the Condominium.

8.5 Additional Easements. In addition to the easements provided for herein, the Executive Board, on behalf of the Unit Owners, shall have the right and power (a) to grant such easements in respect of the Common Elements (except the Limited Common Elements) as the Executive Board deems necessary and proper, including without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise, or easements related to the installation and operation of a cable or satellite television system, a wireless network or other communication systems, or (b) to cancel, or alter, change or modify, any easement which affects the Condominium but does not benefit a Unit Owner, as the Executive Board shall, in its discretion, determine. Without limiting the foregoing, until such time as Declarant no longer holds title to a portion of the Development Area, the Executive Board shall grant such easements as Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements or portions of the Development Area which are not part of the Condominium or to provide Owners of the Development Area with necessary utility services. Each Person, by acceptance of a deed, mortgage, trust deed or other instrument relating to a Unit, shall be deemed to grant a power coupled with an interest to the Executive Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

8.6 Sales and Management Offices, Model Units Easement. Declarant and its assigns shall have, and there is hereby established and reserved, a transferrable easement in favor of Declarant and its assigns for the maintenance of sales or management offices or model units on the Property, such easement to continue so long as Declarant owns or occupies any Dwelling Unit primarily for the purpose of sale. Such sales or management offices and/or model units may be maintained in such number and size as is reasonably determined by Declarant and may be located or

relocated on the Property as reasonably determined by Declarant. In addition thereto, Declarant shall have, and there is hereby established and reserved, a transferrable easement in favor of Declarant and its assigns for use of the Common Elements for any purpose related to the development of the Property or the Development Area, which easement shall continue until a date which is one (1) year after the last Dwelling Unit is sold.

8.7 Effect of Easements. All easements and rights herein established shall run with the Land and inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other Person having an interest in any portion of the Property herein described, whether or not such easements are maintained or described in any deed of conveyance.

8.8 Right of Entry. The Executive Board or its agents, upon reasonable notice or, in the case of an emergency without notice, shall have the right to enter any Unit, including any of the appurtenant Limited Common Elements, when necessary in the exercise of its authority under Section 9.10 hereof, or in connection with any maintenance, repair or replacement for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as is practicable, and any damage caused thereby shall be repaired by the Association, as a Common Expense.

9. **Use of Units and Compliance with Condominium Instruments and Community Rules.**

9.1 No Commercial Use. No business, trade, occupation or profession of any kind may be conducted, maintained or permitted on any part of the Property, without the prior written authorization of the Association; provided however, until construction of the Units and the Common Elements is completed and all of the Units are sold, Declarant and its successors and assigns may conduct such construction, improvement, sales and marketing activities on the Property as are deemed appropriate by Declarant. No "for sale" or "for rent" signs may be displayed by any Person on the Property except as specifically authorized in writing by the Association to reasonably facilitate the sale or lease of a Unit. A Dwelling Unit may be used only as a private, single family residence and no activities shall be conducted or maintained in any Unit or upon any of the Common Elements which are not in conformity with the zoning regulations of the City of Bellevue. Occupancy (except for temporary occupancy by visiting guests) shall not exceed two persons per bedroom. All present and future Unit Owners, tenants and occupants of Units, and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and the Community Rules. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium by any Person shall constitute such Person's agreement to be subject to and bound by the provisions of the Condominium Instruments and the Community Rules, and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the Land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof.

9.2 Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in a Unit, except domestic cats or dogs which are not kept, bred or maintained for any

commercial purpose and do not endanger the safety, health or unreasonably disturb Persons residing in the Units. The Association may make reasonable Rules and Regulations in respect of the accommodation of pets.

9.3 Improvements; Alterations. No architectural changes or modifications to the Limited Common Elements shall be made or are permitted without the prior written approval of the Association. No television antenna, satellite dish, communications receiver, or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a Unit or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation be permitted to originate from any Unit which may unreasonably interfere with the reception of television, radio or other signals within the Condominium, provided, however, the Declarant or the Association shall not be prohibited from installing equipment necessary for a master antenna, satellite dish, cable television, security, mobile radio, or other similar systems throughout the Condominium. Subject to such rules and regulations as may be adopted by the Executive Board, a Unit Owner may make improvements or alterations to such Unit Owner's Unit, so long as such alterations or improvements do not disturb or adversely affect the sound control underlayment system, impair the structural integrity of any portion of the Condominium, or otherwise weaken, damage, endanger or remove any load bearing wall or column in the Condominium.

9.4 Vehicles. No vehicle shall be parked on the Property other than in authorized parking areas, and no vehicle repairs, other than emergency repairs or repairs of minimal nature needed to be performed to move a vehicle off the Property, shall be allowed on the Property. The Association is expressly authorized to tow away any vehicle which is in violation hereof or which is placed on the Property in violation of the rules and regulations governing parking as may be adopted by the Association. No trailers, boats, boat trailers, campers, recreational vehicles or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked on the Property, except as otherwise approved in writing by the Association. Vehicular parking upon the Common Elements and Limited Common Elements shall be regulated by the Executive Board. Each parking area may be subject to designation of individual spaces as a Limited Common Element appurtenant to certain designated Units. Designated parking and the areas in front of garages are restricted to use as parking space for vehicles.

9.5 General Appearance; Nuisance Prohibition. Except as placed or erected by Declarant or its successors or assigns, nothing shall be placed or permitted to be placed on or in the Common Elements, including but not limited to the outside walls of the Building or the Roof, without the prior written consent of the Executive Board. No signs, billboards, clothes, sheets, blankets, laundry or other articles shall be hung or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other materials. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which, in the reasonable judgment of the Executive Board, is an annoyance or nuisance to the Unit Owners.

9.6 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Property except in covered containers of a type, size and style which are approved in writing by the Association. The Association shall have the right to purchase trash service for the use and

benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. No incinerators shall be kept or maintained on the Property.

9.7 Acts Affecting Insurance. A Unit Owner shall not permit or suffer anything be done or kept in such Unit Owner's Unit which will increase the cost of casualty or liability insurance maintained by the Association or which would adversely effect the insurability of any Unit.

9.8 Lawful Use. All laws, zoning ordinances and regulations promulgated by any governmental body having jurisdiction over the Property shall be observed. Any violation of such laws, zoning ordinances or regulations shall also be deemed a violation of this Declaration.

9.9 Rules and Regulations. In addition to the foregoing restrictions, the Executive Board shall have the right to make and enforce Community Rules governing the Condominium.

9.10 Maintenance.

(1) *By the Owner.* Each Unit Owner shall maintain, in good, clean and attractive condition and, when necessary, repair and replace, all portions of his, her or its Unit, any patio, porch or balcony appurtenant to the Unit, and all pipes, lines, ducts, conduits and other facilities and equipment serving only such Owner's Unit. Whenever the Executive Board shall determine, in its reasonable discretion, that any maintenance, repair or replacement of any Dwelling Unit or the Exclusive Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other portion of the Condominium:

- (1) if such work is made necessary through the fault of the Unit Owner, the Executive Board may direct the Unit Owner thereof to perform such maintenance, repair or replacement and pay the cost thereof to the extent not covered by insurance; or
- (2) if such work is made necessary through no fault of the Unit Owner, the Executive Board may cause the work to be done and may, in its reasonable discretion, assess the cost thereof directly to the Unit Owners of the Dwelling Units or Exclusive Limited Common Elements appurtenant thereto with respect to which the work is done on the basis of Allocated Interests, equal shares or such other reasonable basis as the Executive Board shall deem appropriate.

If a Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time after being so directed by the Executive Board, the Executive Board may cause such maintenance, repair or replacement to be performed at the expense of such Unit Owner. The determination of whether or not the work is made necessary through the fault of the Unit Owner shall be made by the Executive Board and its determination shall be final and binding.



(2) *By the Association.* The Association shall maintain, in good, clean and attractive condition and, when necessary, repair and replace (but only if and to the extent sufficient funds are available therefor), all of the Property, except the Units and the patio, porch or balcony appurtenant to certain Units, and all pipes, lines, ducts, conduits and other facilities and equipment serving only one Unit.

9.11 Real Estate Taxes. Real estate taxes, special assessments and any other ad valorem charges are to be separately taxed to each Unit Owner for his Unit as provided in the Act. In the event that any real estate taxes or special assessments are assessed with respect to a portion of the Condominium other than on a Dwelling Unit by Dwelling Unit basis, the Unit Owners shall be responsible for the payment thereof based on each Unit Owner's Percentage Interest and, if the tax assessments affect the Condominium as a whole or portions of the Common Elements, each Owner shall pay his proportionate share thereof in accordance with his Percentage Interest. Upon the initial sale of each Unit, if the Unit has not been separately and individually assessed for real estate tax purposes, the amount of the real estate taxes attributable to such Unit (computed by multiplying the amount of real estate taxes for the entire Condominium becoming delinquent in the year in which the closing occurs times the Percentage Interest in respect of such Unit) shall be prorated as of the date of closing in accordance with the custom prevailing in urban Sarpy County, Nebraska.

9.12 Lease of Units. No Dwelling Unit may be leased for less than six (6) months or for hotel or transient purposes. No garage may be separately leased; all garages must be leased with and as a part of the lease of a Dwelling Unit. A Unit Owner may lease such Owner's Dwelling Unit subject to the following conditions precedent:

(1) the lease or rental agreement must be in writing, must provide that the lease is subject to the terms of the Condominium Instruments and that any failure of the lessee to comply with the terms of the Condominium Instruments shall be a default under the lease, upon the occurrence of which the Association shall have the right to evict the lessee from the Dwelling Unit;

(2) the lease must be a lease of the entire Dwelling Unit, must provide a term of not less than six (6) months, and must provide that all of the Persons occupying the Dwelling Unit must be related to one another by blood or marriage;

(3) the lease must provide it is not effective until approved by the Executive Board and a fully executed, original counterpart of the lease must be provided to the Executive Board not less than ten (10) days prior to the date the lessee, under the terms of the lease, is entitled to possession of the Dwelling Unit; and

(4) the lease must be approved by the Executive Board, in writing.

The Executive Board shall have the power and authority to adopt rules and regulations regarding leasing of Dwelling Units, including rules and regulations implementing the provisions of this section. This section shall also apply to subleases and assignments and renewals of leases, and no lease approved by the Executive Board shall be amended or modified or its term extended without

the written approval of the Executive Board. The provisions of this section shall not apply to any Unit owned by Declarant.

9.13 Parking; Garages. With respect to any garage which is part of a Dwelling Unit and any Garage Unit, if the driveway appurtenant thereto is twenty (20) foot or longer (measured from the garage door), such driveway shall be used for parking only by the Resident of the Dwelling Unit as to which the garage is a part, the owner of the Garage Unit, or such Resident's or owner's respective guests, and shall be a Limited Common Element in respect of such Unit.

9.14 Ownership Limitation. No Person may own more than ten percent (10%) of the total number of Dwelling Units.

## 10. Administration of Condominium.

10.1 Association. Prior to the conveyance of the first Unit, Declarant shall cause a Nebraska not-for-profit corporation named "Silverthorne Condominium Association", or a name similar thereto, to be incorporated pursuant to the Nebraska Nonprofit Corporation Act, which corporation shall be the governing body responsible for the maintenance, repair, replacement, administration and operation of the Condominium. The Board of Directors of the Association shall be the "Executive Board" referred to herein and in the Condominium Act.

10.2 Association Membership. The members of the Association shall consist of one natural person per Dwelling Unit, which natural person must be a Unit Owner of Record of the Dwelling Unit and which natural person must be the legal or equitable owner, directly or indirectly, of fifty percent (50%) or more of the interest in the Dwelling Unit. If the Unit Owner is a corporation, limited liability company, partnership, association or other entity, the natural person designated by the Unit Owner as a member of the Association in respect of the Dwelling Unit must own not less than fifty percent (50%) of the equity interest in the entity. If two natural persons each own, directly or indirectly, a fifty percent (50%) interest in a Dwelling Unit, the membership in the Association in respect of such Dwelling Unit shall be unanimously designated by them or by a court of competent jurisdiction. Each member of the Association shall be entitled to vote on all matters upon which members of the Association are entitled to vote; each such member of the Association is hereinafter referred to as a "Voting Member"; and each Voting Member shall be entitled to cast one vote for each Dwelling Unit as to which such Member is the Voting Member.

10.3 Proxy Voting. A Voting Member may vote in person or by proxy. All proxy designations must be made in writing and delivered to the Executive Board and shall be revokable at any time by actual notice to the Executive Board of the death or judicially declared incompetence of the proxy designator, or by written notice to the Executive Board by the Voting Member. Each Voting Member shall be entitled to cast one vote for each Dwelling Unit as to which he is the Voting Member.

10.4 Executive Board. The initial Executive Board, consisting of three (3) natural Persons, and the officers thereof shall be appointed by Declarant. Not later than sixty (60) days after