

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 16, 2018 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                 |
|---|---|--------------------------------------|
| AMENDMENT TO THE DECLARATION &<br>MASTER DEED — LA VISTA<br>METROPOLITAN COMMUNITY COLLEGE<br>CONDOMINIUM PROPERTY REGIME | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | BRENDA S. GUNN<br>CITY ADMINISTRATOR |

**SYNOPSIS**

A resolution has been prepared authorizing amendments to the Declaration & Master Deed, which established the relationship between the City and Metropolitan Community College and their facilities corporations for the day to day operation of the Public Library/MCC Sarpy Center.

**FISCAL IMPACT**

The FY 19/20 Biennial Budget provides funding for the City's share of facility insurance.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On June 3, 1997, by Resolution No. 97-082 the City Council approved the Declaration and Master Deed for the La Vista Public Library/Metropolitan Community College Sarpy Center project, which the City of La Vista Facilities Corporation and Metropolitan Community College Facilities Corporation (together "Facilities Corporations") subsequently entered. The Facilities Corporations delegated to the City and College voting authority under the Declaration and Master Deed. The City and College desire to exercise such authority to again amend the Declaration and Master Deed (earlier amendments were adopted on December 1, 1998, July 2, 1999 and October 5, 1999).

The bonds have been retired and the lease-purchase agreements with the facilities corporations have been concluded. A two phase process is now necessary to transfer ownership of the La Vista Library – MCC Sarpy Center condominium units to the City and the College.

Phase One is the amending of the Declaration and Master Deed by executing and recording the attached Final Amendments document.

Phase Two will be the actual transfers by the two facilities corporations of the condo units to the City and College respectively, and the conveying by the two facilities corporations of the vacant Lot 2 to the City and College as tenants in common. Phase Two will not require further action by Council.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AMENDMENTS TO THE DECLARATION AND MASTER DEED OF LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME.

WHEREAS, on June 3, 1997, by Resolution No. 97-082, the City Council approved the Declaration and Master Deed for the La Vista Metropolitan Community College Condominium Property Regime, which the City of La Vista Facilities Corporation and Metropolitan Community College Facilities Corporation (together "Facilities Corporations") subsequently entered; and

WHEREAS, the Facilities Corporations delegated to the City and College voting authority under the Declaration and Master Deed, and the City and College desire to exercise such authority to amend the Declaration and Master Deed; and

WHEREAS, amendments to Articles 1.24, 2.1, 2.2, 6.7, Article VII, Article VIII, and Exhibit "A" of the Declaration and Master Deed have been prepared to make several clarifications; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Amendments to the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, in the form and content presented at this meeting and incorporated herein by this reference ("Amendment"), are hereby adopted and approved, subject to any additions, subtractions, or modifications as the City Administrator determines necessary or appropriate; and the Mayor and City Clerk are authorized to execute the Amendment and to take any other action that is necessary or appropriate to carry out said Amendment.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER, 2018.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**After Recording, Return to:**

Robert T. Cannella  
Fitzgerald, Schorr, Barmettler & Brennan P.C., L.L.O.  
10050 Regency Circle, #200  
Omaha, NE 68114-3794

**AMENDMENTS TO THE DECLARATION AND MASTER DEED OF LA VISTA  
METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME**

WHEREAS, the City of La Vista Facilities Corporation (“City Facilities Corporation”) and the Metropolitan Community College Facilities Corporation (“College Facilities Corporation”) made and entered into the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301 (the “Declaration and Master Deed”), and pursuant thereto, created the La Vista/Metropolitan Community College Condominium Owners Association, Inc.;

WHEREAS, such condominium regime is comprised of only two units (identified in Exhibit “B” to the Declaration and Master Deed as “Unit 1” and “Unit 2”) and their respective Allocated Interests;

WHEREAS, the City Facilities Corporation is the owner of Unit 1 (and its Allocated Interests) within such condominium regime and the College Facilities Corporation is the owner of Unit 2 (and its Allocated Interests) within such condominium regime;

WHEREAS, the City of La Vista, Nebraska (“City”) is the occupant of Unit 1 within such condominium regime, under a lease-purchase agreement entered into with the City Facilities Corporation, and Metropolitan Community College, real and true name The Metropolitan Community College Area (“College”), is the occupant of Unit 2 within such condominium regime, under a lease-purchase agreement entered into with the College Facilities Corporation;

WHEREAS, the City Facilities Corporation and College Facilities Corporation delegated to the City and to the College, respectively, voting authority under the Declaration and Master Deed pursuant to Article 1.24 thereof;

WHEREAS, the City and College desire to exercise such voting authority, pursuant to Article X of the Declaration and Master Deed, to amend the Declaration and Master Deed as set forth herein; and

WHEREAS, pursuant to Neb. Rev. Stat. § 85-1511(12) and resolutions of the Board of Governors of the College ("Board") adopted on May 27, 1997 and October 14, 1997, and filed in the office of the Board, the President of the College is authorized, on behalf of the Board, to take all actions and steps as are necessary or appropriate to obtain for the College the intended benefits of the City Library/Sarpy Center development transaction, including the Declaration and Master Deed and lease-purchase agreements.

NOW THEREFORE, the City Facilities Corporation, the College Facilities Corporation, the City, and the College hereby agree to amend, and do hereby amend, the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, in the particulars set forth on and in "EXHIBIT ONE" hereto, comprised of pages 8 through 21 of this instrument.

These Amendments and this instrument shall be effective upon the recording hereof in the office of the Register of Deeds of Sarpy County, Nebraska.

CITY OF LA VISTA, NEBRASKA,

By: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, City Clerk

STATE OF NEBRASKA     ]  
                                      ] ss.  
COUNTY OF SARPY       ]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Douglas Kindig, Mayor of the City of La Vista, Nebraska, and Pamela A. Buethe, City Clerk, on behalf of the City.

\_\_\_\_\_  
NOTARY PUBLIC

By: \_\_\_\_\_  
 Randy Schmailzl, President,  
 for, on behalf of, and in name of the Board of Governors of  
 The Metropolitan Community College Area

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Randy Schmailzl, President of The Metropolitan Community College Area, on behalf of The Metropolitan Community College Area.

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**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS  
OF CITY OF LA VISTA FACILITIES CORPORATION**

WHEREAS, the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, is the owner of one of the two condominium units within the La Vista Metropolitan Community College Condominium Property Regime created by the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301;

WHEREAS, the City of La Vista, Nebraska and the Metropolitan Community College Area have entered into, approved and adopted, or will enter into, approve and adopt amendments to such Declaration and Master Deed as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument; and

WHEREAS, the undersigned agree and unanimously consent, on behalf of said City of La Vista Facilities Corporation, that such Declaration and Master Deed ought to be amended in the particulars set forth on and in such EXHIBIT ONE.

NOW, THEREFORE, the undersigned, being all of the directors of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to amend, and do hereby amend, the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument.

This Unanimous Consent and Agreement shall be effective upon the recording hereof in the office of the Register of Deeds of Sarpy County, Nebraska.

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Janice M. Anderson

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Michael T. Branigan

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Eugene S. Tschida

## ACKNOWLEDGEMENTS

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **Janice M. Anderson**, a director of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged her signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF CITY OF LA VISTA FACILITIES CORPORATION to be her voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **Michael T. Branigan**, a director of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF CITY OF LA VISTA FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **Eugene S. Tschida**, a director of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF CITY OF LA VISTA FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

NOTARY PUBLIC

**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS  
OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION**

WHEREAS, Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, is the owner of one of the two condominium units within the La Vista Metropolitan Community College Condominium Property Regime created by the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301;

WHEREAS, the City of La Vista, Nebraska and the Metropolitan Community College Area have entered into, approved and adopted, or will enter into, approve and adopt amendments to such Declaration and Master Deed as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument; and

WHEREAS, the undersigned agree and unanimously consent, on behalf of said Metropolitan Community College Facilities Corporation, that such Declaration and Master Deed ought to be amended in the particulars set forth on and in such EXHIBIT ONE.

NOW, THEREFORE, the undersigned, being all of the directors of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to amend, and do hereby amend, the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, as set forth on and in EXHIBIT ONE hereto, comprised of pages 8 through 21 of this instrument.

This Unanimous Consent and Agreement shall be effective upon the recording hereof in the office of the Register of Deeds of Sarpy County, Nebraska.

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Barbara J. Coffey

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Gary D. Johnson

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David R. Schinzel



## ACKNOWLEDGEMENTS

STATE OF NEBRASKA     ]  
  ] ss.  
COUNTY OF \_\_\_\_\_ ]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **Barbara J. Coffey**, a director of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged her signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION to be her voluntary act and deed and the voluntary act and deed of such corporation.

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NOTARY PUBLIC

STATE OF NEBRASKA     ]  
  ] ss.  
COUNTY OF \_\_\_\_\_ ]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **Gary D. Johnson**, a director of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

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NOTARY PUBLIC

STATE OF NEBRASKA     ]  
  ] ss.  
COUNTY OF \_\_\_\_\_ ]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **David R. Schinzel**, a director of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, appeared before me and acknowledged his signature on the above and foregoing UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION to be his voluntary act and deed and the voluntary act and deed of such corporation.

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NOTARY PUBLIC

## EXHIBIT ONE

### AMENDMENTS TO DECLARATION AND MASTER DEED OF LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME

The Declaration and Master Deed of LaVista Metropolitan Community College Condominium Property Regime, dated December 29, 1997 and filed in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument No. 97-29301 (hereafter, the "Declaration and Master Deed" or the "Declaration"), is amended as follows:

**1. Article 1.24 of the Declaration and Master Deed is amended to read as follows:**

1.24 Unit Owner or Owner means the Declarant or other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. Each Unit Owner shall have the right to agree in writing with any occupant under a Lease/Purchase Agreement, or any lessee under a Lease/Purchase Agreement prior to taking possession, as to the exercise of voting rights with respect to the Association and/or its Board of Directors.

**2. Article 2.1 of the Declaration and Master Deed is amended to read as follows:**

2.1 The Units and Allocations. The Condominium consists of two (2) Units located on the Property described on Exhibit "A" to this Declaration and Master Deed. The Condominium Units are identified as "Unit 1" and "Unit 2" as shown on the Plan comprised of the five pages attached as Exhibit "B" to this Declaration and Master Deed. Each Unit consists of the Unit together with its Allocated Interests.

Each Unit's appurtenant percentage of undivided interest in the Common Elements shall be allocated as follows (as shown on the five pages attached as Exhibit "C" to this Declaration and Master Deed):

|         |          |
|---------|----------|
| Unit 1: | 42.28 %  |
| Unit 2: | 57.72 %. |

Each Unit's appurtenant percentage of the common expenses shall be based on the operation and maintenance costs for those Common Elements and the amount of each Unit's assessment will change on a yearly basis according to those costs.

As described in Section 7.1, each Unit shall be allocated one (1) vote and each Unit is allocated a vote equal in weight to the vote of the other Unit.

Ownership of each Unit and the Unit Owner's corresponding share in the Common Elements shall not be separated, nor shall any Unit, by deed, Plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels or lots smaller than the whole Unit as shown on the Plan and as described in this Section.

After this Declaration and Master Deed and its Exhibits have been recorded in the office of the Register of Deeds of Sarpy County, Nebraska, every contract, deed, lease, security interest, trust deed, will or other instrument may legally describe a Unit as follows:

Unit \_\_\_\_, a condominium unit in LaVista Metropolitan Community College Condominium Regime, a condominium located in Sarpy County, Nebraska, in accordance with the Condominium Declaration and Master Deed of LaVista Metropolitan Community College Condominium Property Regime, recorded December 30, 1997, as Inst. No. 97-29301 in the records of the Register of Deeds of Sarpy County, Nebraska, and as amended by the instrument recorded in such office on \_\_\_\_\_, as Inst. No. \_\_\_\_\_, and *(add any additional amending instruments subsequently recorded)*.

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise to affect not only the Unit, but also the undivided interest in the Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and to incorporate all of the rights and burdens incident to ownership of a Condominium Unit and all of the limitations thereon as described in this Declaration and the Plat and Plan. Each such description shall be construed to include a non-exclusive easement for use of all of the Limited Common Elements appurtenant to said Unit, and all the general Common Elements.

**3. Article 2.2 of the Declaration and Master Deed is amended to read as follows:**

2.2 The Units and their dimensions are depicted on the Plan referred to in Section 2.1 hereinabove, which Plan is incorporated herein by this reference. Except as otherwise provided herein, and as otherwise set forth in Article III, which describes the Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

- (a) The upper (horizontal) boundary includes the plane of the bottom surface of the ceiling.
- (b) The lower (horizontal) boundary includes the plane of the top surface of the floor.
- (c) The vertical (parametric) boundaries of the Units are the vertical planes which include the back surface of the wallboard or other finished surface of all walls boundary of the Unit extended to intersections with each other and with the upper and lower boundaries.

**4. Article 6.7 of the Declaration and Master Deed is amended to read as follows:**

6.7. Except as placed, erected or agreed to by Declarant or its assigns, agents or successors, no sign, billboards, unsightly objects, or nuisances shall be

erected, placed, or permitted to remain on the Property subject to this Declaration, nor shall such Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or occupant thereof. Nothing herein contained however, should be construed as prohibiting reasonable signage as may be necessary for the operation of a public library and/or community college.

**5. Article VII of the Declaration and Master Deed is amended in its entirety to read as follows:**

**ARTICLE VII – ASSOCIATION AND BY-LAWS, ASSESSMENTS**

7.1 General Information. The Association will administer the Condominium pursuant to the terms and conditions set forth in the Declaration. The fiscal year of the Association shall be the twelve month period commencing July 1 and ending June 30. The Office of the Association shall be located at such location as the Board of Directors or the Managing Agent shall designate from time to time. All Unit Owners, by virtue of their ownership of a Unit in the Condominium, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to the Declaration and in accordance with the By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Subject to the provisions of the condominium documents, each Owner shall be entitled to one (1) vote for each Unit in which the interest required for membership is held, and each Unit is allocated a vote equal in weight to each other Unit.

7.2 Meetings.

a) The annual meeting of the Association shall be held at the office of the Association on the first Monday of November each year, commencing at 3:00 p.m., or such other date, time or place as may be determined by the Board of Directors of the Association.

b) A Quorum at any meeting shall consist of a majority of those Persons entitled to cast all votes of the Association.

c) Each Member shall be entitled to cast one vote for each Unit owned by that Member. The right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one Person, or if a Unit is owned by a corporation, partnership, trust, government, governmental subdivision or agency or any other organization, the vote for such Unit shall be exercised as such multiple Owners or representative thereof, between or among themselves, determine; provided, in no event shall more than one (1) vote be cast with respect to any Unit.

d) Votes may be cast in Person or by proxy.

7.3 Directors. The business of the Association shall be managed by a Board of Directors of six (6) directors who shall serve without compensation.

However, any Director may be reimbursed for his/her actual expense incurred in the performance of his/her duties as a Director.

a) Each Director shall be a Member of the Association or a delegate holding voting rights of a Member pursuant to Article 1.24 (or if a Member or delegate of voting rights is a corporation, partnership, trust, government, governmental subdivision or agency or any other organization, a Director may be an officer, employee, partner, beneficiary, authorized agent or trustee of such Member or delegate). If a Director shall cease to meet such qualifications during their term, he/she will thereupon cease to be a Director, and their place on the Board shall be deemed vacant.

b) Election of Directors shall be conducted at the annual meeting. Each Unit shall be entitled to elect three (3) Directors each. Each Declarant shall initially appoint three (3) Directors, each to serve until the first annual meeting.

c) A Director who is an employee, partner, beneficiary, authorized agent or trustee of a Member or a delegate may be removed by that Member or delegate.

d) In the event of the death, resignation or removal of a Director, their successor shall be selected by Unit owner/Member/delegate who elected said Director and shall serve for the unexpired term of their predecessor.

7.4 Director's Meetings. The initial meeting of the Board of Directors shall be held within ten (10) days of its appointment at such place and time fixed by the Declarant. No further notice of the initial meeting shall be required provided that a quorum is present.

s) Regular meetings of the Board of Directors shall be held at such time and places which are determined, from time to time, by a majority of the Association's Board of Directors. Notice of a regular meeting shall be given to each Director, personally or by mail, telephone or equivalent service, at least three (3) days prior to the date of any regular meeting. Notice of a meeting may be waived before or after any such meeting unless prohibited by law.

b) Special meetings of the Board of Directors may be held at the request of the President or a majority of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service at least five (5) days prior to the date of any special meeting. Notice of a meeting may be waived before or after any such meeting unless prohibited by law.

c) A quorum at a meeting of Directors shall consist of a majority of the Directors. A Director representing a Unit at a meeting where one or both of the other Directors representing that Unit are absent may vote for those respective non-present Directors. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an

adjourned meeting, any business called may be transacted without the necessity of providing any further notice.

d) The presiding officer of a Directors' meeting shall be the Chairman of the Board, if such an officer has been elected, or if not, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

e) The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

7.5 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Declaration of Condominium and By-Laws shall be exercised by the Board of Directors, its duly appointed agents, contractors or employees, subject only to approval by the Unit Owners where specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association and a contract for management of the Condominium may be entered into with a Director or the Declarant.

7.6 Officers. The executive officers of the Association shall consist of a President, who must also be a Director, a Vice-President, Treasurer, and Secretary. The election of officers shall be made by a majority vote of the Board of Directors at the first meeting of the Board following each annual meeting of the Membership, and each Officer shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to serve. Any officer may be removed from office at any regular or special meeting of the Association's Board of Directors by a majority vote of the quorum present at such meeting. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace. Any person may hold two or more offices, except that the President shall not be Secretary. The Association's Board of Directors may elect additional officers, from time to time, to exercise such powers and duties as the Board of Directors shall find required to manage the business of the Association. Compensation of officers shall be fixed by the Board of Directors.

a) The President shall be the Chief Executive Officer of the Association, shall have all powers and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees to assist in the conduct of the business of the Association.

b) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice-

President shall assist the President and exercise such other powers and perform such other duties as prescribed by the Board of Directors.

c) The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a Managing Agent employed by the Association; shall keep proper books of account; shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members. The duties of the Treasurer may be performed by the managing agent.

d) The Secretary shall keep the Minutes of all proceedings of the Association and the Board of Directors. The Secretary shall prepare and deliver all notices required by the By-Laws to be delivered to the members of the Association and the Board of Directors, as well as all other notices required by law. The Secretary shall keep all records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary. The minutes shall be prepared within ten (10) days of the meeting and, upon request, distributed to or at the direction of each Member.

#### 7.7 Assessments.

a) All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owner's share in the Common Elements as set forth in Article III of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due and payable in a manner as may be determined by the Board of Directors. The method of assessment described herein may not be amended without the written approval of two-thirds (2/3) of the Owners of the individual Condominium Units.

b) Each Unit Owner's obligation of payment of assessments shall begin on the first day of the month in which the closing of the purchase of the Condominium Unit occurs.

c) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

d) Assessment shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine and is to be paid by all of the Condominium Unit Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements which are the responsibility of the Association, and the real property and improvements owned thereby, which sum

may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; snow removal and road repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovation, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and By-Laws of the Association for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements.

e) Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair, or reconstruction of the improvements in the event of their damage.

f) The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements, the individual Unit or any Unit Owner for damage or destruction caused by said individual Unit Owner's misconduct, negligence or infraction of the published rules and regulations of the Association.

g) The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of the Owner's obligation to pay the same.

h) The Association shall have all of the powers of the Association enumerated in the Act.

i) Within thirty (30) days after adoption of any proposed Budget for the Condominium, the Board of Directors shall provide a summary of the Budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the Budget, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, or any larger vote specified in the Declaration, reject the Budget, the Budget is ratified, whether or not a quorum is present. In the event the proposed Budget is rejected, the periodic Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

7.8 Owner's Personal Obligation for Payment of Expenses. The amount of the Common Expenses assessed by the Association against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt themselves from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the real property and improvements owned by the Association or by abandonment of their Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for 'payment thereof. In the event of default in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum, on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred together with such late charges as provided by the By-Laws or Rules and Regulations of the



Association. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien.

7.9 Association Lien for Non-Payment of Common Expenses.

a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for tax and special assessment liens of the Condominium Unit in favor of any assessing entity, and all sums unpaid on a First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

b) Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosed shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid in the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

c) Any Mortgagee holding a lien on a Condominium Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of the mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. The Association shall report to the Mortgagee of a Condominium Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same is due; provided, however, that a Mortgagee shall have furnished to the Association notice of such encumbrance.

d) The recorded lien may be released by recording a Release of Lien signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Recorder's Office for Sarpy County, Nebraska .

e) Notwithstanding any of the foregoing provisions, any Mortgagee who obtains a title to a Condominium Unit pursuant to the remedies set

forth in its mortgage or deed of trust shall take title to the Unit free and clear of all Common Expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

7.10 Ascertainability of Unpaid Common Expenses.

The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

7.11 Priorities of Association and Recreational and Maintenance Association Lien for Common Expenses.

The Owner of a Condominium Unit may create a junior deed of trust or mortgage (junior) to the lien, deed of trust or other encumbrances of a First Mortgage, liens or encumbrances of the Condominium Unit; provided, however, that any such junior mortgage, deed of trust, liens or encumbrances will always be subordinate to the prior and paramount lien of the Association for Common Expenses and all of the terms, conditions, covenants, restrictions, use limitations and obligations under this Declaration and By-Laws and provided, further, that such junior encumbrances shall be released for purposes of restoration of any improvements upon the encumbered Condominium Unit. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

**6. Article VIII of the Declaration and Master Deed is amended in its entirety to read as follows:**

**ARTICLE VIII – INSURANCE – DAMAGE, DESTRUCTION AND RECONSTRUCTION**

8.1 Scope of Coverage.

(a) The Condominium is one in which all of the units are restricted to nonresidential use. The Association shall maintain, to the extent reasonably available, the following insurance coverages:

(i) Property insurance on the Common Elements and Units, exclusive of improvements, betterments and personal property installed or placed in Units by or at the direction of Owners, insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements and Units, as determined or obtained by the Board of Directors or its representative; provided, however, the total amount of insurance after application of any deductibles shall not be less than one

hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(ii) Medical payments insurance in an amount determined or obtained by the Board of Directors or its representative, which shall be not less than \$5,000 with respect to bodily injury to each person arising out of any occurrence and not more in total for any number of persons injured in a single occurrence than any aggregate amount of medical payments coverage specified in such insurance coverage obtained.

(iii) Comprehensive general liability insurance in an amount determined or obtained by the Board of Directors or its representative, but not less than \$1,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence; and not less than \$2,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence or number of occurrences during any twelve month period; and, with respect to property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements, not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(iv) Excess liability insurance in the amount of \$5,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence, subject to an aggregate limit of \$5,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence or number of occurrences during any twelve month period.

(b) The comprehensive general liability insurance and excess liability insurance policy or policies obtained pursuant to this Article shall cover the following entities or persons, as additional insureds, for occurrences commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Common Elements or any other portion of the Condominium that the Association or such named insureds have the responsibility to maintain:

(i) The Association, its Board of Directors and each member of such board, its officers, and all of its agents and employees;

(ii) The City of La Vista Facilities Corporation (and its Board of Directors and each member of such board, its corporate officers, and all of its agents and employees), for so long as the City of La Vista Facilities Corporation has any interest in the Common Elements or in a Unit;

(iii) The Metropolitan Community College Facilities Corporation (and its Board of Directors and each member of such board, its corporate officers, and all of its agents and employees), for so long as the Metropolitan Community College Facilities Corporation has any interest in the Common Elements or in a Unit;

(iv) The City of La Vista, Nebraska, its city council and the members of such council, its officers, and all of its agents and employees;

(v) The Metropolitan Community College Area, its Board of Governors and the members of such board, its officers, and all of its agents and employees; and

(vi) All Unit Owners and other Persons entitled to occupy a Unit or any portion of a Unit or of the Common Elements.

(c) The policy or policies obtained by the Association shall include hired automobiles and non-owned automobile coverage with cross liability endorsements to cover liabilities of the Owner as a group to an Owner.

(d) The insurance policy or policies obtained by the Association shall contain the following provisions, to the extent reasonably available:

(i) Each Owner shall be an insured under the policy with respect to liability arising out of his, her or its ownership of an undivided interest in the Common Elements or their membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to the Owners, their lessees, successors or assigns.

(iii) No act or omission by any Owner, unless acting within the scope of its authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust. If, at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(vi) Statement of the name of the insured as La Vista/Metropolitan Community College Condominium Owners Association, Inc., for the use and benefit of the individual Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance, a standard mortgage clause that includes a provision that the insurance carrier shall notify any mortgagee named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.

(viii) The policy may not be canceled or not renewed until thirty (30) days after written notice of the proposed cancellation or non-renewal has been mailed to the Association, each Owner and each mortgagee who is listed as a scheduled holder of a mortgage in the insurance policy (if such a notice provision is reasonably available).

(e) "Agreed Amount" and "Inflation Guard" endorsements. It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the then-current policy is adequate to meet the needs of the Association and to satisfy the requirements of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed by the Board's Managing Agent (or other representative) requesting the Association's insurance agent to verify that the insurance policies in existence reasonably meet the needs of the Association as set forth herein and satisfy the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such Owner's improvements, betterments and personal property within the Unit at such Owner's own expense. Each policy may contain

reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost. The Association may, together with the Unit Owners, their tenants and/or lessees, provide for a single or multiple policies of insurance on any one or more of them as their interests may appear.

8.2 Certificate of Insurance. An insurer who has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust.

8.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Elements and shall be paid for by the Association.

8.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent an Owner from obtaining insurance for their own benefit and at their own expense insuring their Unit, personal property and personal liability.

8.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 8.6 and 8.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements and Units, and Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

8.6 Use of Insurance Proceeds. In the case of fire or any disaster, the insurance proceeds, if sufficient to reconstruct any building so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the building, as used herein, means restoring the insured building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

8.7 Procedure Where Insurance Proceeds are Insufficient. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the Condominium Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days after the date of damage or destruction, the Association may record a notice setting forth such facts; and upon recording of such notice:

(a) The property shall be deemed to be owned in Common by the Condominium Unit Owners;

(b) The undivided interest in the property owned in Common which shall appertain to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements;

(c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund, and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the property, after first paying out of the respective share of the Condominium Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Condominium Unit Owner.

8.8 Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or Persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit or Unit and the Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

8.9 Variation and Waiver. Notwithstanding any other provision of this Declaration and Master Deed, inasmuch as all of the condominium units are restricted to nonresidential use, the provisions of this Article VIII and Neb. Rev. Stat. § 76-871 may be varied or waived by the Board of Directors or its representative. Any such variation or waiver shall be satisfactorily and sufficiently evidenced by the failure to obtain an insurance coverage specified in this Article or in § 76-871, or by obtaining an insurance policy or policies not conforming to the insurance coverage or coverages specified in this Article or in § 76-871. No notice to any Unit Owner of any such variance or waiver, or of the non-obtainability or non-obtaining of any insurance coverage, shall be required.

**7. Exhibit “A” to the Declaration and Master Deed is amended to read as set forth on the immediately following page:**

## **EXHIBIT "A"**

The real estate now known as Lot 1, Metro LaVista Addition to the City of La Vista, Sarpy County, Nebraska, as such Lot is shown on the plat recorded in the office of the Register of Deeds of Sarpy County, Nebraska on May 4, 1998, as Instrument No. 1998-11072, which Lot 1 was formerly described by metes and bounds as follows:

THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SE 1/4, THENCE N00°05'22"W (ASSUMED BEARING), 84.22 FEET ON THE EAST LINE OF SAID SE 1/4 TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°05'22"W, 827.16 FEET ON THE EAST LINE OF SAID SE 1/4 TO A POINT 410.00 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4;

THENCE S89°56'06"W, 740.91 FEET ON A LINE 410.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SE 1/4;

THENCE S00°05'21"E, 411.79 FEET ON A LINE 740.91 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4;

THENCE S04°39'48"E, 250.80 FEET;

THENCE S00°05'21"E, 178.22 FEET ON A LINE 720.91 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4 TO A POINT ON THE NORTH LINE OF GILES ROAD SAID POINT BEING 71.78 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4;

THENCE EASTERLY ON THE NORTH LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED 7 COURSES;

THENCE S88°10'48"E, 50.47 FEET; THENCE N78°36'03"E, 229.46 FEET;

THENCE S81°14'51"E, 227.71 FEET; THENCE S59°07'32"E, 58.31 FEET;

THENCE N89°54'39"E, 49.37 FEET ON A LINE 50.10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4;

THENCE N68°06'34"E, 53.85 FEET;

THENCE N78°35'48"E, 72.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.95 ACRES

**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS  
OF CITY OF LA VISTA FACILITIES CORPORATION  
TO TRANSFERS OF INTERESTS IN REAL ESTATE**

The undersigned, being all of the directors of City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to the adoption of the following resolution:

**RESOLUTION**

**WHEREAS**, by a certain Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, and any subsequent amendments thereto, the La Vista Metropolitan Community College Condominium Property Regime ("CONDOMINIUM REGIME") was created and exists;

**WHEREAS**, the CONDOMINIUM REGIME was so created and declared by the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation (the "CITY CORPORATION") and by the Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation (the "COLLEGE CORPORATION"), upon what is now Lot 1, Metro La Vista Addition ("LOT 1"), an addition to the City of La Vista, Nebraska, as surveyed, platted and recorded in Sarpy County, Nebraska ("METRO LA VISTA ADDITION"), which LOT 1 was owned by the CITY CORPORATION and the COLLEGE CORPORATION as tenants in common;

**WHEREAS**, the CITY CORPORATION is the owner of Unit 1 ("UNIT 1"), which is one of the only two condominium units within the CONDOMINIUM REGIME;

**WHEREAS**, the COLLEGE CORPORATION is the owner of Unit 2 ("UNIT 2"), which is the other condominium unit within the CONDOMINIUM REGIME;

**WHEREAS**, effective as of December 15, 1997, the CITY CORPORATION, as Landlord, entered into a Lease-Purchase Agreement with the City of La Vista, Nebraska (the "CITY"), as Tenant, which Lease-Purchase Agreement was recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029304, and under the terms of which the CITY, upon performance of its obligations under the Lease-Purchase Agreement and at the conclusion of the lease period, was to be entitled to purchase UNIT 1 from the CITY CORPORATION for the consideration of One Dollar (\$1.00);

**WHEREAS**, the CITY has fully performed each and all of its obligations under the Lease-Purchase Agreement, the lease period has ended, and the CITY is entitled to purchase UNIT 1 from the CITY CORPORATION for the consideration of One Dollar (\$1.00);

**WHEREAS**, the CITY CORPORATION is also the owner of an undivided one-half interest in Lot 2 of METRO LA VISTA ADDITION ("LOT 2"), and the COLLEGE CORPORATION is the owner of the other undivided one-half interest in such LOT 2;

**WHEREAS**, the CITY CORPORATION, the COLLEGE CORPORATION, the CITY, and Metropolitan Community College (the "COLLEGE") entered into a Development Agreement on July 25, 1997, under the terms of which the parties agreed to reserve LOT 1 for the construction of the



CONDOMINIUM REGIME building and to reserve LOT 2 for future expansion or development by the CITY and COLLEGE;

**WHEREAS**, the CITY CORPORATION desires to convey to the CITY all of the CITY CORPORATION's ownership interests with respect to UNIT 1 of the CONDOMINIUM REGIME, as well as CITY CORPORATION's undivided one-half interest in LOT 2.

**NOW, THEREFORE:**

1. Conveyance to the CITY of all of CITY CORPORATION's ownership interests with respect to UNIT 1 of the CONDOMINIUM REGIME, and of CITY CORPORATION's undivided one-half interest in LOT 2, is hereby approved;
2. The President and any other officer of the CITY CORPORATION is authorized to execute and deliver a warranty deed or deeds to the CITY, conveying to the CITY all of the CITY CORPORATION's right, title and interest in UNIT 1 of the CONDOMINIUM REGIME, together with all of the CITY CORPORATION's right, title and interest in LOT 2 – to-wit, an undivided one-half interest in such LOT 2 – upon receipt of the consideration of One Dollar (\$1.00). Such deed or deeds shall contain such provisions as the President or other officer shall determine necessary, desirable or appropriate for or on behalf of the CITY CORPORATION, such determination to be evidenced by the execution thereof by the President or other officer;
3. Any officer of the CITY CORPORATION, and any designee of any such officer, is and shall be authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved in this Unanimous Consent and Agreement of All Directors of the City of La Vista Facilities Corporation to Transfers of Interests in Real Estate ("UNANIMOUS CONSENT"), including, without limitation, executing and delivering all documents and instruments.

This UNANIMOUS CONSENT may be executed in one or more identical counterparts, which together shall constitute one and the same UNANIMOUS CONSENT. Upon execution by all of the Directors, this UNANIMOUS CONSENT and all signed counterparts shall be included in the minutes and filed with the records of the CITY CORPORATION to reflect the actions taken and shall have the effect of a meeting vote. This UNANIMOUS CONSENT shall be effective as of the last date of signature below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janice M. Anderson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael T. Branigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eugene S. Tschida

**UNANIMOUS CONSENT AND AGREEMENT OF ALL OF THE DIRECTORS  
OF METROPOLITAN COMMUNITY COLLEGE FACILITIES CORPORATION  
TO TRANSFERS OF INTERESTS IN REAL ESTATE**

The undersigned, being all of the directors of Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation, do hereby unanimously consent and agree to the adoption of the following resolution:

**RESOLUTION**

**WHEREAS**, by a certain Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime, dated December 29, 1997, and recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029301, and any subsequent amendments thereto, the La Vista Metropolitan Community College Condominium Property Regime ("CONDOMINIUM REGIME") was created and exists;

**WHEREAS**, the CONDOMINIUM REGIME was so created and declared by the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation (the "CITY CORPORATION") and by the Metropolitan Community College Facilities Corporation, a Nebraska nonprofit corporation (the "COLLEGE CORPORATION"), upon what is now Lot 1, Metro La Vista Addition ("LOT 1"), an addition to the City of La Vista, Nebraska, as surveyed, platted and recorded in Sarpy County, Nebraska ("METRO LA VISTA ADDITION"), which LOT 1 was owned by the CITY CORPORATION and the COLLEGE CORPORATION as tenants in common;

**WHEREAS**, the CITY CORPORATION is the owner of Unit 1 ("UNIT 1"), which is one of the only two condominium units within the CONDOMINIUM REGIME;

**WHEREAS**, the COLLEGE CORPORATION is the owner of Unit 2 ("UNIT 2"), which is the other condominium unit within the CONDOMINIUM REGIME;

**WHEREAS**, effective as of December 15, 1997, the COLLEGE CORPORATION, as Landlord, entered into a Lease-Purchase Agreement with Metropolitan Community College (the "COLLEGE"), as Tenant, which Lease-Purchase Agreement was recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 1997, as Instrument Number 97-029305, and under the terms of which the COLLEGE, upon performance of its obligations under the Lease-Purchase Agreement and at the conclusion of the lease period, was to be entitled to purchase UNIT 2 from the COLLEGE CORPORATION for the consideration of One Dollar (\$1.00);

**WHEREAS**, the COLLEGE has fully performed each and all of its obligations under the Lease-Purchase Agreement, the lease period has ended, and the COLLEGE is entitled to purchase UNIT 2 from the COLLEGE CORPORATION for the consideration of One Dollar (\$1.00);

**WHEREAS**, the COLLEGE CORPORATION is also the owner of an undivided one-half interest in Lot 2 of METRO LA VISTA ADDITION ("LOT 2"), and the CITY CORPORATION is the owner of the other undivided one-half interest in such LOT 2;

**WHEREAS**, the City of La Vista, Nebraska (the "CITY"), the CITY CORPORATION, the COLLEGE CORPORATION, and the COLLEGE entered into a Development Agreement on July 25, 1997, under the terms of which the parties agreed to reserve LOT 1 for the construction of the

CONDOMINIUM REGIME building and to reserve LOT 2 for future expansion or development by the CITY and COLLEGE.

**WHEREAS**, the COLLEGE CORPORATION desires to convey to the COLLEGE all of the COLLEGE CORPORATION's ownership interests with respect to UNIT 2 of the CONDOMINIUM REGIME, as well as COLLEGE CORPORATION's undivided one-half interest in LOT 2.

**NOW, THEREFORE:**

1. Conveyance to the COLLEGE of all of COLLEGE CORPORATION's ownership interests with respect to UNIT 2 of the CONDOMINIUM REGIME, and of COLLEGE CORPORATION's undivided one-half interest in LOT 2, is hereby approved;
2. The President and any other officer of the COLLEGE CORPORATION is authorized to execute and deliver a warranty deed or deeds to the COLLEGE, conveying to the COLLEGE all of the COLLEGE CORPORATION's right, title and interest in UNIT 2 of the CONDOMINIUM REGIME, together with all of the COLLEGE CORPORATION'S right, title and interest in LOT 2 – to-wit, an undivided one-half interest in such LOT 2 – upon receipt of the consideration of One Dollar (\$1.00). Such deed or deeds shall contain such provisions as the President or other officer shall determine necessary, desirable or appropriate for or on behalf of the COLLEGE CORPORATION, such determination to be evidenced by the execution thereof by the President or other officer;
3. Any officer of the COLLEGE CORPORATION, and any designee of any such officer, is and shall be authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved in this Unanimous Consent and Agreement of All Directors of the Metropolitan Community College Facilities Corporation to Transfers of Interests in Real Estate ("UNANIMOUS CONSENT"), including, without limitation, executing and delivering all documents and instruments.

This UNANIMOUS CONSENT may be executed in one or more identical counterparts, which together shall constitute one and the same UNANIMOUS CONSENT. Upon execution by all of the Directors, this UNANIMOUS CONSENT and all signed counterparts shall be included in the minutes and filed with the records of the COLLEGE CORPORATION to reflect the actions taken and shall have the effect of a meeting vote. This UNANIMOUS CONSENT shall be effective as of the last date of signature below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barbara J. Coffey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary D. Johnson

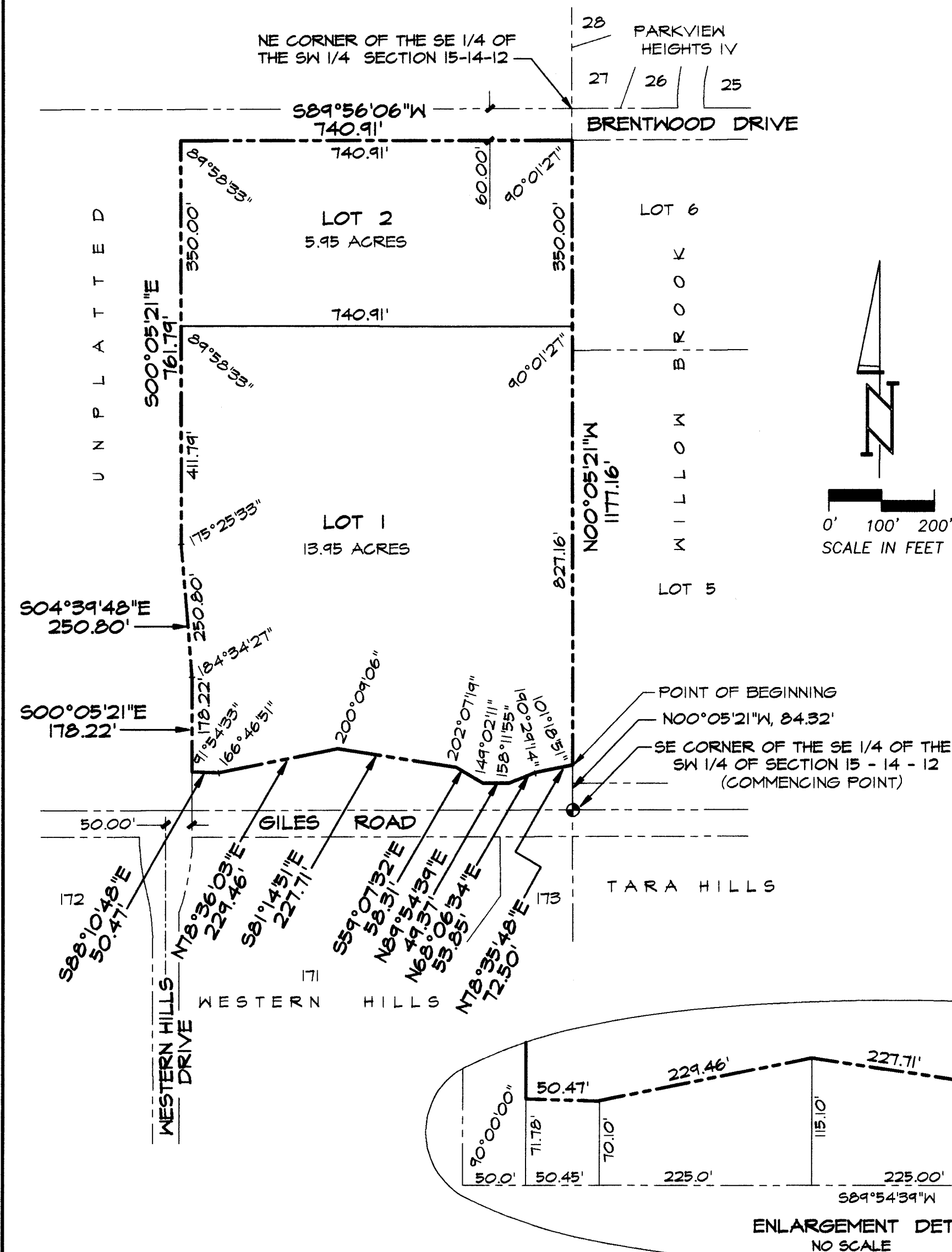
\_\_\_\_\_  
Date

\_\_\_\_\_  
David R. Schinzel

# METRO LAVISTA ADDITION

LOTS 1 AND 2

BEING A PLATTING OF PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN, AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL LOT CORNERS OF SAID BOUNDARY AND AT ALL CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS METRO LAVISTA ADDITION BEING A PLATTING OF THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE 1/4;

THENCE  $N00^{\circ}05'21''W$  (ASSUMED BEARING) 84.22 FEET ON THE EAST LINE OF SAID SE 1/4 TO THE POINT OF BEGINNING;  
THENCE CONTINUING  $N00^{\circ}05'21''W$  1177.16 FEET ON THE EAST LINE OF SAID SE 1/4 TO A POINT 60.00 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4 SAID POINT ALSO BEING ON THE SOUTH LINE OF BRENTWOOD DRIVE;  
THENCE  $S89^{\circ}56'06''W$  740.91 FEET ON A LINE 60.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SE 1/4;  
THENCE  $S00^{\circ}05'21''E$  761.79 FEET ON A LINE 740.91 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4;  
THENCE  $S04^{\circ}39'48''E$  250.80 FEET;  
THENCE  $S00^{\circ}05'21''E$  178.22 FEET ON A LINE 720.91 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4 TO A POINT ON THE NORTH LINE OF GILES ROAD SAID POINT BEING 71.78 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4; THENCE EASTERLY ON THE NORTH LINE OF GILES ROAD ON THE FOLLOWING DESCRIBED 7 COURSES;  
THENCE  $S88^{\circ}10'48''E$  50.47 FEET;  
THENCE  $N78^{\circ}36'03''E$  229.46 FEET;  
THENCE  $S81^{\circ}14'51''E$  227.71 FEET;  
THENCE  $S59^{\circ}07'32''E$  58.31 FEET;  
THENCE  $N89^{\circ}54'39''E$  49.37 FEET ON A LINE 50.10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4;  
THENCE  $N68^{\circ}06'34''E$  53.85 FEET;  
THENCE  $N78^{\circ}35'48''E$  72.50 FEET TO THE POINT OF BEGINNING.

AUGUST 11, 1997

DATE

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE CITY OF LAVISTA, A MUNICIPAL CORPORATION, BEING THE OWNERS, OF LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS METRO LAVISTA ADDITION AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, U.S. WEST COMMUNICATIONS, INC., AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

GENERAL NOTARY-STATE of Nebraska  
BRENDA L. SEDLACEK  
My Comm. Exp. March 25, 2002

*Brenda L. Sedlacek*

THE CITY OF LAVISTA,  
A MUNICIPAL CORPORATION

BY: *Harold Anderson*  
HAROLD ANDERSON, MAYOR

BY: *Dorothy A. McGinnis*  
DOROTHY A. MCGINNIS, CLERK

## SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES DUE ON THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT AS OF THE 1st DAY OF MAY, 1998.

## APPROVAL BY LAVISTA CITY PLANNING COMMISSION

THIS PLAT METRO LAVISTA ADDITION WAS APPROVED BY THE LAVISTA CITY PLANNING COMMISSION, OF THE CITY OF LAVISTA, NEBRASKA ON THIS 18th DAY OF December, 1997.

## APPROVAL OF LAVISTA CITY COUNCIL

THIS PLAT OF METRO LAVISTA ADDITION WAS APPROVED AND ACCEPTED BY THE LAVISTA CITY COUNCIL OF THE CITY OF LAVISTA, NEBRASKA THIS 6th DAY OF January, 1998.

SEAL OF THE CITY OF LAVISTA, NEBRASKA  
INCORPORATED FEBRUARY 1899

## REVIEW BY THE SARPY COUNTY SURVEYOR

THIS PLAT OF METRO LAVISTA ADDITION WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS 20th DAY OF August, 1997.



JAMES D. WARNER  
NEBRASKA RLS 308

METRO LAVISTA  
ADDITION

THOMPSON, DREESSEN & DORNER, INC.  
2 CONSULTING ENGINEERS & LAND SURVEYORS

10836 OLD MILL RD.  
OMAHA, NE 68154  
(402) 330-8860

171-221

A171221A.DWG

FINAL PLAT

DATE: AUG. 11, 1997  
DRAWN BY: RJR  
CHECKED BY: JDW