



DEED 2009123990



NOV 18 2009 15:02 P 8

MI-00514-new

Fee amount: 47.50
FB: 66 -00513 (old)
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/18/2009 15:02:11.00



2009123990

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

**MASTER DEED AND DECLARATION
ALTECH PLAZA II CONDOMINIUM**

THIS MASTER DEED AND DECLARATION is made as of this 12th day of November 2009, by Altech Plaza II, L.L.C., a Nebraska limited liability partnership (herein called "Declarant") for itself, its successors, grantees and assigns.

WITNESSETH:

This Master Deed submits the land herein described and the improvements built thereon to the condominium form of ownership and use in the manner provided by Sections 76-826 through 76-894 R.R.S. Nebraska, "The Nebraska Condominium Act" (herein called the "Act").

1) Name (76-842(a)(1)): The name of the Condominium is Altech Plaza ~~II~~ ^{TWO} Condominium.

2) County (76-842(a)(2)): The land submitted to the condominium regime is only in Douglas County, Nebraska.

3) Legal Description (76-842(a)(3)): The legal description of the land is:

Lot 1, Altech Business Park Replat Ten, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

4) Number of Units (76-842(a)(4)): The Condominium Regime consists of three buildings with 14 units. No additional units will be added in the future.

5) Unit Boundaries and Identifying Numbers (76-842(a)(5)): The buildings and improvements together with their location on the land; the area and location of each unit and the boundaries of each unit and identifying unit numbers are more particularly described in the Plat attached hereto and recorded with this Master Deed.

6) General and Limited Common Elements (76-842(a)(6)):

(a) The General Common elements of the condominium are as follows: the land on which the buildings stand including all of the land embraced within the legal description specified above; the exterior surface of all units; the foundations, exterior walls and party walls, roofs, drives, walks, parking areas and all parts of the property and improvements which are not located within the interior of the units as shown on the Plat and not included within Limited Common Elements under

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Subsection b below.

(b) Limited Common Elements are those elements specified in Section 76-846(b)(8) of the Act and front and rear exterior entryways and canopies and patio areas as shown in the Plat.

7) Declarant Rights (76-842(a)(7)): Declarant does not reserve any development rights or other special declarant rights, as defined in Subsection 23 of Section 76-827.

8) Allocation of Interests (76-842(a)(8)): Each Unit shall share in the expense of and the rights in common elements and shall vote in the Association (see 10g below) according to the following percentages allocated to each Unit.

<u>Unit Number</u>	<u>Percentage Interest</u>
130	7.875
132	7.625
134	7.625
136	7.875
140	7.875
142	7.625
144	7.625
146	7.875
150	6.333
152	6.333
154	6.333
156	6.333
158	6.333
160	6.333

9) Restrictions on Use, Occupancy (76-842(a)(9)): Each Unit shall be used and occupied only for the uses permitted in the LI Limited Industrial District as "Permitted Uses" (under the zoning ordinances of the City of Omaha as they exist on the date of this Master Deed) except the following: automotive washing, funeral services, laundry services, pet services restaurant and veterinary services. Units may be subdivided as provided in section 76 -850 of the Act. More than one Unit may be owned by a single owner. Units which are adjacent and under common ownership may be joined by common interior entryways or hallways. Interior walls separating adjacent Units under common ownership may be removed or moved to other than the Unit property line, except that if and when such adjacent Units are no longer under common ownership the wall dividing such Units and Common Entryways (see section 10(g) below) shall be reestablished by the previous common Owner in a manner approved by the Association. Any Unit Owner may apply to the Association for a relocation of boundaries between Units as provided in section 76-849 of the Act.

10) Additional Matters (76-842(b)):

(a) Limited Common Elements are allocated to and are appurtenant to each Unit as shown in the Plat.

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(b) Declarant has formed a Nebraska non-profit corporation to be known as the Altech Plaza ~~II~~ Condominium Association (the "Association"). The purpose of the Association will be to manage the Condominium and execute the responsibilities of the Association under the covenants, conditions and restrictions set forth in subsection (c) below.

(c) The following covenants, conditions and restrictions relating to this Condominium shall run with the land and bind all Unit Owners and those who succeed to the interests of any Unit Owner:

The common elements are for the use and enjoyment of all Unit Owners. The ownership of the common elements shall remain undivided, and no person or Unit Owner shall bring any action for the partition or division of the common elements. The Association shall from time to time establish Rules and Regulations for the use of the common elements, and all Unit Owners and users shall be bound thereby. The Association shall have the sole jurisdiction over and responsibility for making alterations, improvements, repairs, and maintenance of the common elements. The share of a Unit Owner in the common elements is appurtenant to the Unit and inseparable from Unit ownership. Assessments against Unit Owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the Association By-Laws. Assessments paid

within ten (10) days after the date when due shall not bear interest, but all sums not paid within that ten (10) day period shall be assessed a late fee until paid. If any Unit Owner shall fail or refuse to make any payment of such assessment when due, the amount thereof plus the late fee shall constitute a lien upon the Unit, and upon the recording of such lien by the Association in the Register of Deeds, such amount shall constitute a lien prior and preferred over all other liens and encumbrances except Assessments, liens and charges for taxes past due and unpaid on the Unit and except prior duly recorded mortgage and lien instruments.

(d) Each Unit Owner shall be responsible:

(1) To maintain, repair or replace at the Unit Owner's expense all portions of the Unit which are not included in the definition of common elements.

(2) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the Unit; unless approved by the Association in writing.

(3) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

(e) Each Unit shall be used and occupied as stated in section 9 above.

(f) No use shall be made of any Unit which constitutes a violation of any laws, zoning ordinances, governmental regulations or rules, and regulations of the Association or the Altech Business Park Declaration of Covenants, Conditions, Easements and Restrictions as amended

(g) Each Unit, within the interior of the Unit, has a common front entryway with an adjacent Unit as shown in the Plat ("Common Entryway"). The Common Entryways are subject to reciprocal easements in favor of each such Unit served by the Common Entryway for purposes of pedestrian ingress and egress. Adjoining Units, not under common ownership, shall have separate entry doors within the Common Entryway. In addition, each unit shares with the adjacent unit patio areas ("Patio Areas") at the rear of the Units as shown in the plat and each Unit has a reciprocal easement for access to and use of the patio areas. Each adjoining Owner shall be equally responsible for the care and maintenance of the Common Entryway and Patio Area. Neither adjoining Unit Owner shall make or permit any use to be made of the Common Entryway or Patio Area, or make any alteration or improvement which would interfere with the ingress and egress rights appurtenant to the adjoining Unit. Floor and wall covering in the Common Entryway and the type and construction of interior doors shall be subject to agreement of the adjoining Owners and the approval of

the Association which shall not be unreasonably denied, withheld or delayed.

(h) Each Unit shall be a member of the Association and entitled to vote in accordance with the percentages stated in Section 8 above. The vote of a majority of the total voting Units of the Condominium may at any time amend the Articles or the Association By-Laws, provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holders likewise consent to such modification in writing.

(I) This Condominium may be terminated only under the procedures stated in Section 76-855 R.R.S. Nebraska 1943.

(j) The Association will adopted Rules and Regulations for the continued enhancement of the Condominium and for the safety of all residents and their guests.

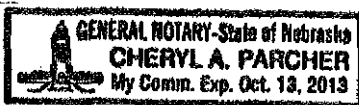
Altech Plaza II, L.L.C.

By: Ted V. Grace
Its Manager

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On the date first above-written before me, the undersigned, a Notary Public in and for said County of Douglas County, personally came Ted V. Grace, the Manager of Altech Plaza II, L.L.C., a Nebraska limited liability company, to me personally known to be such and the identical person whose name is affixed to the above revised Master Deed, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal in said County on the date first-above written this 12th day of November, 2009.



Cheryl A. Parcher
Notary Public

Consent

Union Bank and Trust Company consents to the foregoing Master Deed and Declaration of Altech Plaza ~~II~~ Condominium.

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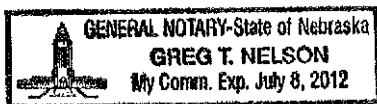
Dated: November 13th, 2009

UNION BANK and
TRUST COMPANY

By: Sam Mosser
Its Vice President

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13th day of November, 2009, by Sam Mosser, Vice President, of Union Bank and Trust Company.



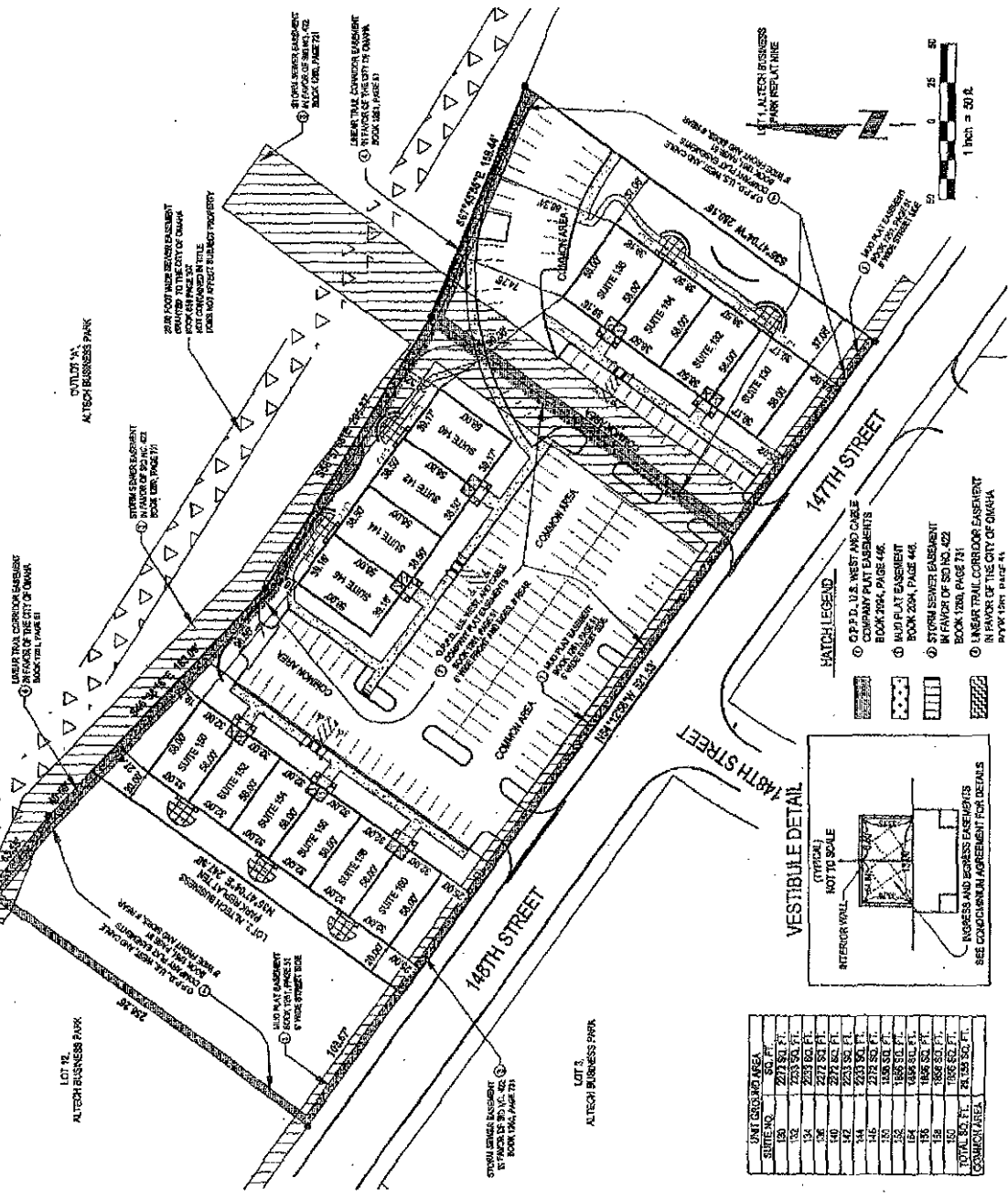
Greg T. Nelson
Notary Public

My Commission Expires: 7-8-12
(seal)

Handwritten initials: *ak*
TWD

ALTECH PLAZA CONDOMINIUM

SUITES 100, 102, 104, 106, 140, 142, 144, 146, 150, 152, 154, 156, 168 AND 180, AND COMMON AREAS BEING A CONDOMINIUM ADDITION TO THE CITY OF OMAHA CONSISTING OF SUITES 100, 102, 104, 106, 140, 142, 144, 146, 150, 152, 154, 156, 168 AND 180, AND COMMON AREAS BEING A SUBDIVISION OF LOT 1, ALTECH BUSINESS PARK REPLAT TEN, A SUBDIVISION LOCATED IN THE EAST 1/2 OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA.



EASEMENT NOTE:
EASEMENT LOCATIONS SHOWN ON DRAWING WERE COMPILED FROM TITLE SEARCH NO. 1-84110287, DATED APRIL 14, 2004, SUPPLIED BY FIRST NEBRASKA TITLE & ESCROW COMPANY.

① EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. FOR THE INSTALLATION AND MAINTENANCE OF TELEVISION SYSTEMS AND CABLE TELEVISION SYSTEMS IN THE AREA TO BE SUBDIVIDED ON OVER THROUGHT UNDER AND ABOVE THE STRIP OF LAND ADJOINING THE FRONT AND SIDE BOUNDARY LINES, 48' 3" FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16' FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINE OF ALL EXTERIOR LOTS. SAID 16' FOOT EASEMENT WILL BE REDUCED TO AN 8' FOOT WIDE STRIP WHEN ADJACENT LAND IS PLANTED. ALSO AN EASEMENT TO AND OF OMAHA, OH, THROUGH, UPON AND ACROSS A 5' FOOT WIDE STRIP OF LAND ADJOINING ALL STREETS, ALLO SET FORTH IN THE DECLARATION OF THE PLAT OF ALTECH BUSINESS PARK, FILED JULY 2, 1998 IN BOOK 1026, PAGE 731, AND RELEASE FILED FEBRUARY 7, 2005, AS INST. NO. 200508671 AND UNDER OTHER INSTRUMENTS FILED FEBRUARY 15, 2005 AS INST. NO. 200508671, AFFECTS SUBJECT PROPERTY, AS SHOWN ON DRAWING.

② TERMS AND PROVISIONS OF THE INSTRUMENT CAPTIONED: ALTECH BUSINESS PARK DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS, FILED JULY 31, 1998, IN BOOK 1261 AT PAGE 516, PROVIDING, AMONG OTHER THINGS, FOR ASSIGNMENTS WHICH MAY BECOME LIENS THEREON, SAID COVENANTS ALSO CONFIRMS A RIGHT TO REPURCHASE, AND FIRST AMENDMENT FILED JANUARY 13, 2004, IN BOOK 1024 AT PAGE 384 AFFECTS SUBJECT PROPERTY.

③ STORM SEWER EASEMENT GRANTED TO SD NO. 422, EXERCISE A PORTION OF THE POWERS IN QUESTION AS SET FORTH IN INSTRUMENT FILED AUGUST 26, 1998, IN BOOK 1026 AT PAGE 731, AFFECTS SUBJECT PROPERTY, AS SHOWN ON DRAWING.

④ DECLARATION OF EASEMENT GRANTED TO CITY OF OMAHA, OVER A PORTION OF PREMISES IN QUESTION AS SET FORTH IN INSTRUMENT FILED AUGUST 26, 1998, IN BOOK 1261 AT PAGE 51, AFFECTS SUBJECT PROPERTY, AS SHOWN ON DRAWING.

⑤ DECLARATION OF COVENANTS AND RESTRICTIONS, FILED MAY 26, 2005, AS INST. NO. 200508671, AFFECTS LOTS 1 AND 14, ALTECH BUSINESS PARK.

⑥ COMMERCIAL REAL ESTATE DEED OF TRUST, NOT AN EASEMENT.

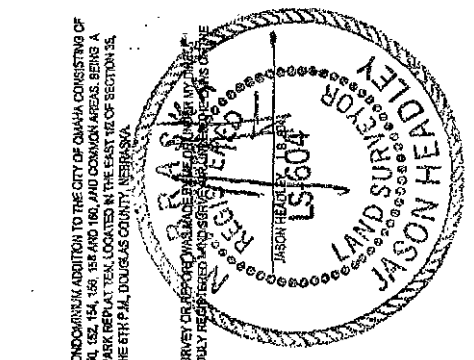
⑦ COMMERCIAL REAL ESTATE DEED OF TRUST, NOT AN EASEMENT.

NOTE: NUMBERING WAS ADDED BY THE SURVEYOR FOR CLARIFICATION PURPOSES ONLY. NUMBERS IN NOT PART OF TITLE REPORT.

LEGAL DESCRIPTION:
ALTECH PLAZA CONDOMINIUM, BEING A CONDOMINIUM ADDITION TO THE CITY OF OMAHA CONSISTING OF SUITES 100, 102, 104, 106, 140, 142, 144, 146, 150, 152, 154, 156, 168 AND 180, AND COMMON AREAS, BEING A SUBDIVISION OF LOT 1, ALTECH BUSINESS PARK REPLAT TEN, LOCATED IN THE EAST 1/2 OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA.

LAND SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR RECORD WAS MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA.

DATE: 10-13-2009



E&A CONSULTING GROUP, INC.
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**LOT 1, ALTECH BUSINESS PARK REPLAT TEN
CONDOMINIUM REGIME**

DOUGLAS COUNTY, NEBRASKA

CONDOMINIUM PLAT

Fig. No.	P1584-170581	Revision	
Date	2/11/2010	Drawn	
Designed By	JAC	Scale	1" = 50'
Drawn By	W.A.G.	Sheet	1 of 1

10/13/2009 8:15:12 AM K:\Projects\1581\170581\170581.dwg SAHA, TECH PLAZA CONDOMINIUM PLAT.dwg