

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-29996

2006 AUG 30 P 3:01

Glenn J. Lowrey
REGISTER OF DEEDS

COUNTER ah G.E. ah
VERIFY P D.E. ah
PROOF Pa
FEES \$ 39.00
CHECK # 23796
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

**MASTER DEED AND DECLARATION
MILFORD CONDOMINIUM**

THIS MASTER DEED AND DECLARATION is made as of this ___ day of August 2006, by Milford Development, 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 Milford Condominium.
- 2) County 76-842(a)(2): The land submitted to the condominium regime is only in Sarpy County, Nebraska.
- 3) Legal Description (76-842(a)(3)): The legal description of the land is:

Lot 2, Corns 2nd Addition Replat 2, a subdivision in Sarpy County, Nebraska.
- 4) Number of Units (76-842(a)(4)): The Condominium Regime consists of one building with 7 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 designations 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.
 - (b) There are no Limited Common Elements as those elements are defined in Section 76-846(b)(8) of the Act.

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>
A	9.39
B	9.59
C	11.65
D	11.70
E	11.76
F	14.95
G	30.96

9) Restrictions on Use, Occupancy (76-842(a)(9)): Each unit shall be used and occupied only for the commercial and industrial uses permitted in the Light Industrial District zoning classification applicable to the Condominium and in conformity with the Performance Standards incidental to that classification.

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

(a) Declarant has formed a Nebraska non-profit corporation to be known as the Milford 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.

(b) 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

B

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.

(c) 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.

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

(e) 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.

(f) 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.

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

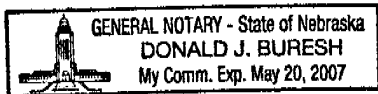
(h) The Association will adopted Rules and Regulations for the continued enhancement of the Condominium and for the safety of all residents and their guests.

By: Milford Development, L.L.C.
Richard C. Cerveney, 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 Richard Cerveney, the Manager of Milford Development, 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 30 day of August, 2006



[Signature]
Notary Public

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Consent

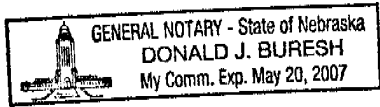
Security National Bank consents to the foregoing Master Deed and Declaration of Milford Condominium.

Security National Bank

By James R. Rika
Its SR. V.P.

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of August, 2006 by James R. Rika, Senior Vice President of Security National Bank, a National Banking Association.



[Signature]
Notary Public

My Commission Expires: 5/20/07

D

MILFORD CONDOMINIUM

UNITS A THROUGH G

LEGAL DESCRIPTION

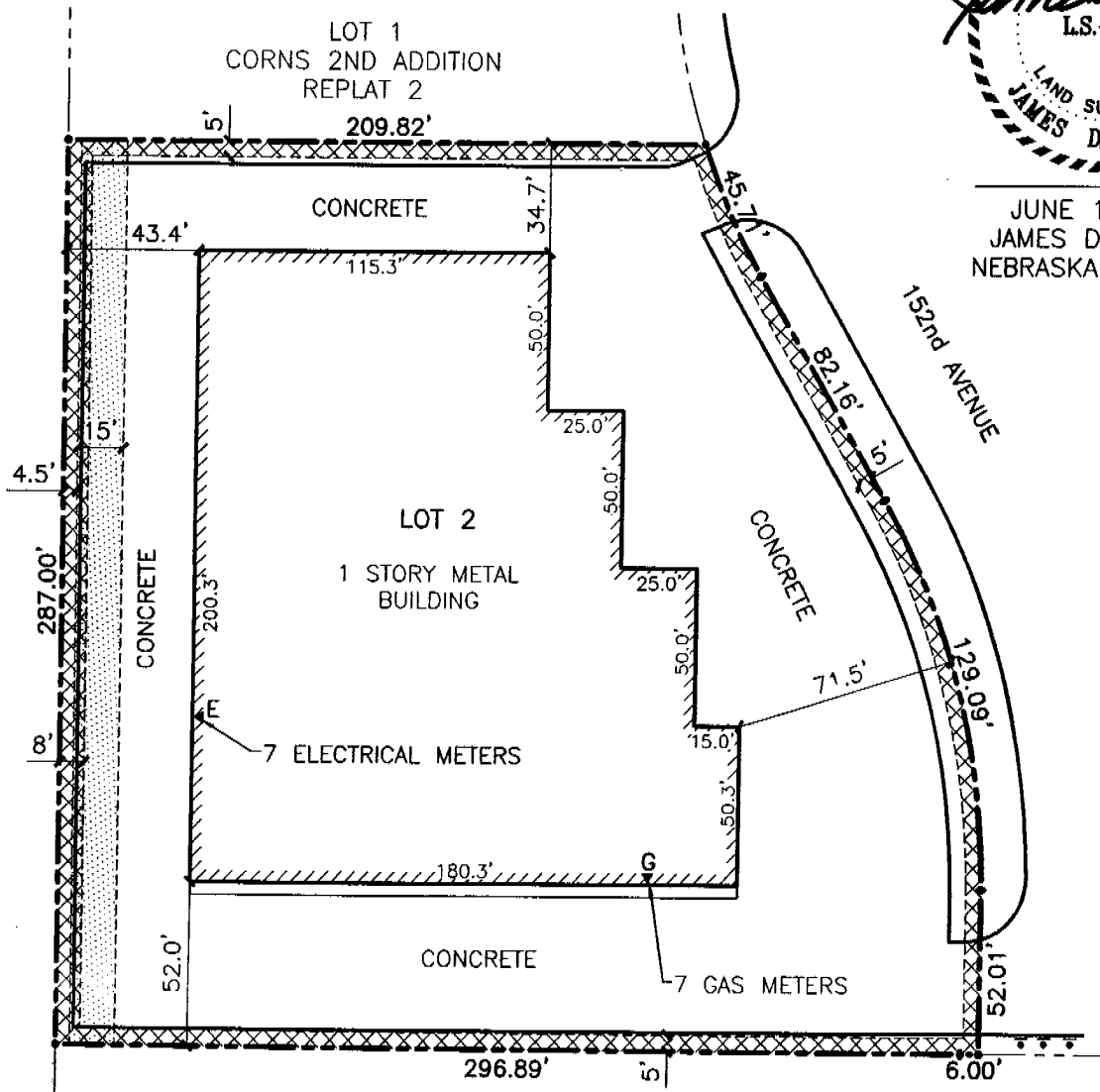
LOT 2, CORNS 2ND ADDITION REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

CERTIFICATION

I HEREBY CERTIFY THAT THIS DRAWING WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.



JUNE 13, 2006
JAMES D. WARNER,
NEBRASKA R.L.S. 308



STORM SEWER AND DRAINAGE EASEMENT AS SHOWN ON THE FINAL PLAT OF CORN'S 2ND ADDITON REPLAT 2



UTILITY EASEMENT AS DESCRIBED IN THE FINAL PLAT DEDICATION OF CORN'S 2ND ADDITON REPLAT 2

LEGEND

SCALE 1" = 60'

SHEET 1 OF 3

MILFORD DEVELOPMENT

• CORNERS FOUND

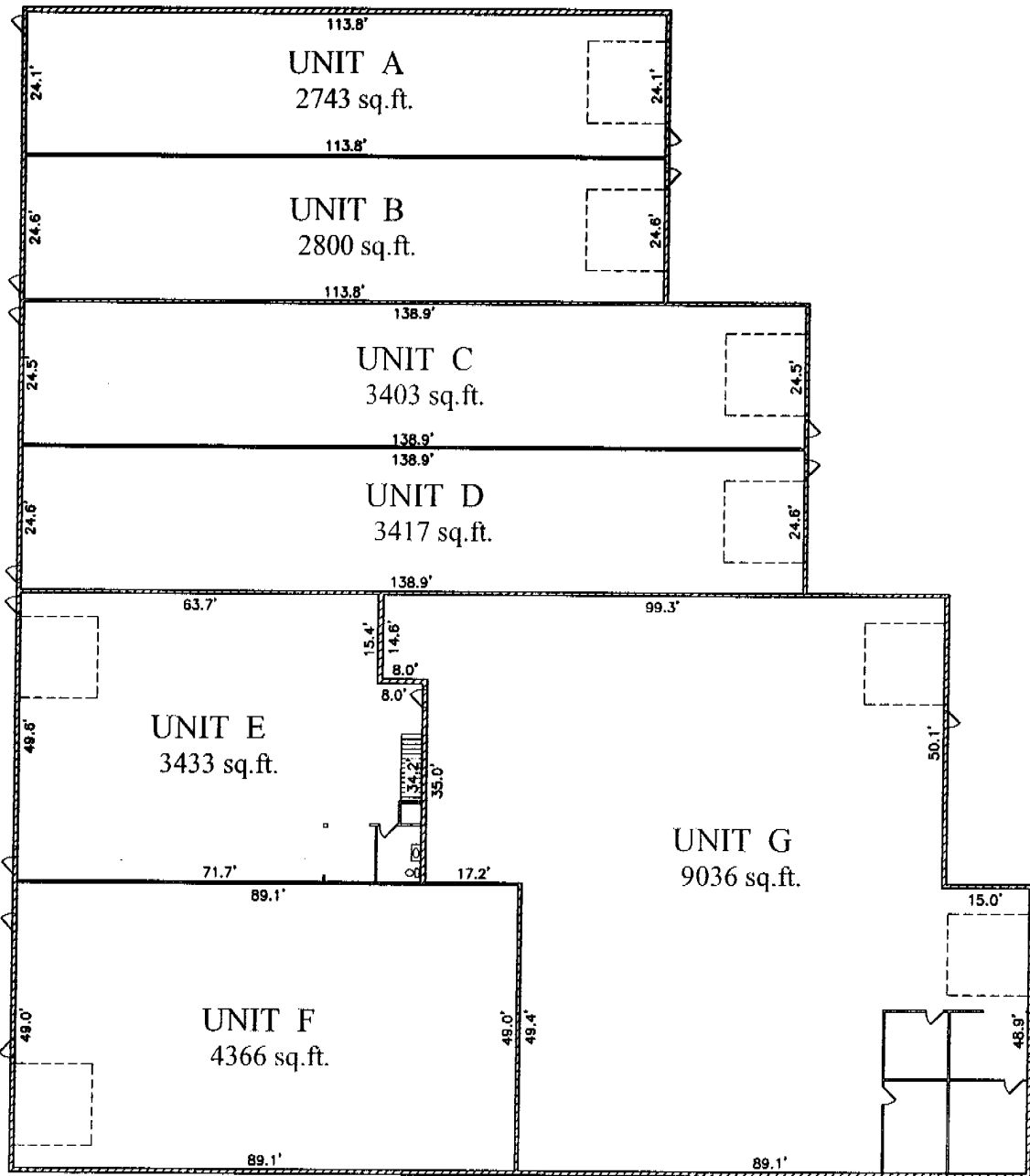
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THOMPSON, DRESSSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

E

MILFORD CONDOMINIUM

UNITS A THROUGH G



COMMON ELEMENT
(EXTERIOR AND COMMON WALLS)



SHEET 2 OF 3

MILFORD DEVELOPMENT

SCALE 1" = 30'

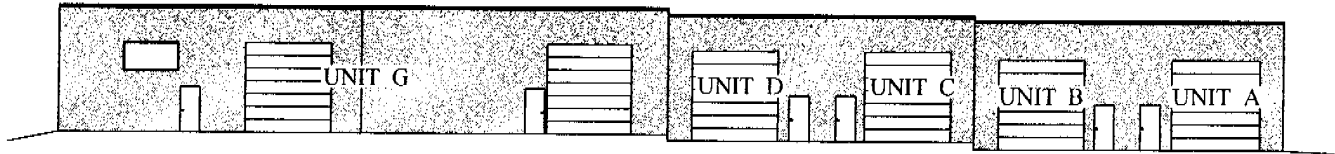
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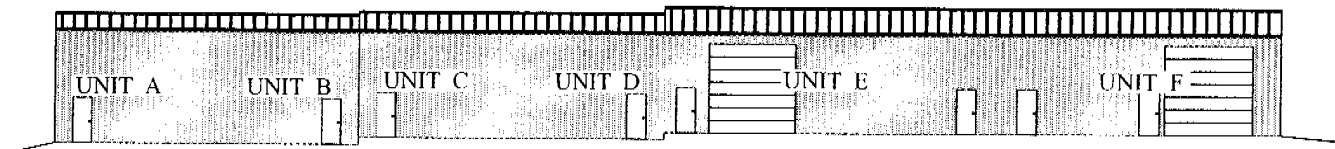
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MILFORD CONDOMINIUM

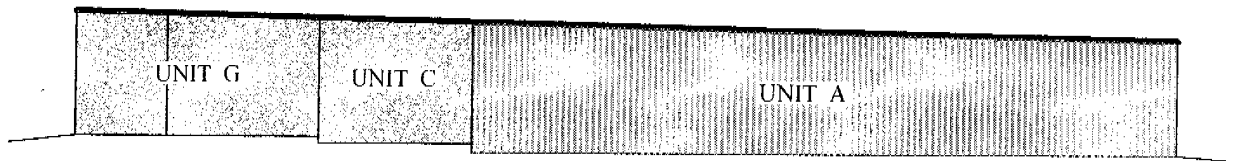
UNITS A THROUGH G



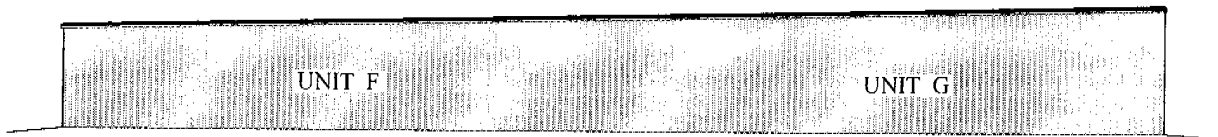
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

SHEET 3 OF 3

MILFORD DEVELOPMENT

JOB NO. 14191021.DWG

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860