

MASTER DEED
CREATING TAULBORG BROTHERS BUILDERS CONDOMINIUM PROPERTY
REGIME NUMBER 2

This MASTER DEED and DECLARATION, made this 24th day of January, 1974, by TAULBORG BROTHERS BUILDERS, a Co-Partnership, (herein called "Developer"), for itself, its successors, grantees, and assigns,

WITNESSETH:

(1) The purpose of this Master Deed is to submit the lands herein described and the improvements to be built thereon to the condominium form of ownership and use in the manner provided by Sections 76-801 through 76-823, R.R.S. Nebraska (hereinafter called "Condominium Act"), and the name by which this condominium is to be identified as Taulborg Brothers Condominium Property Regime No. 2.

(2) The lands owned by the Developer which are hereby submitted to the condominium regime are described as follows:

LEGAL DESCRIPTION
"Regime Two"

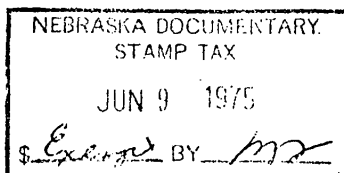
Lot 4, and the North 50 feet of Lot 5, together with the South 40 feet of Lot 3, Block 4, West Horizons, Douglas County, Nebraska.

(3) The definitions set forth in Section 76-802, R.R.S. Nebraska shall govern this Master Deed and the attached by-laws.

(4) The condominium will consist of 1 building of two stories. The building will contain a total of seven apartments which may only be used for residential purposes. The condominium will also include automobile garages, parking areas, and landscaping. The total floor area of the building aggregates 7,875 square feet and the total land area aggregates 18,750 square feet. Said building and improvement together with their location on the land and the area and location of each apartment are more particularly described in the building plans which are attached hereto and recorded with this Master Deed.

(5) The general common elements of the condominium are described as follows: the land on which the building stands including all of the surrounding lands embraced within the legal description specified above; the exterior surfaces of all buildings except for screening, window glass and exterior doors including garage doors; the foundations, main walls, roofs, yards, drives, walks, parking areas and all parts of the property and improvements which are not located within the apartments as shown on the attached plans. Air conditioning compressors or units are not common elements but are part of each apartment and shall be maintained and replaced as needed by each owner. Each apartment owner shall be responsible for the repairs, maintenance and replacement of all exterior doors, including garage doors, and the mechanical operators thereof; it being understood that the only common area maintenance of exterior doors shall be the painting or finishing for the exterior surfaces thereof. If any owner fails to repair, maintain, or replace the exterior of his apartment as required in this Master Deed and the By-Laws described below, the Association may perform such work, invoice the owner therefor and secure and enforce a claim and lien therefor against the owner and his apartment in like manner as a delinquent assessment for common element expense.

(6) The total value of the entire condominium regime is \$193,950.00, and the basic value of each apartment together with the percentage which each apartment shall share in the expenses of and the rights in the common element are as follows:



<u>APARTMENT NO.</u>	<u>BASIC VALUE</u>	<u>PERCENTAGE INTEREST</u>
1- 820 North 107th Avenue	\$27,950.00	14.43
2- 822 North 107th Avenue	\$27,600.00	14.26
3- 824 North 107th Avenue	\$27,350.00	14.13
4- 826 North 107th Avenue	\$27,700.00	14.13
5- 828 North 107th Avenue	\$27,700.00	14.31
6- 830 North 107th Avenue	\$27,700.00	14.31
7- 832 North 107th Avenue	\$27,950.00	14.43

(7) The following covenants, conditions and restrictions relating to this condominium regime shall run with the land and bind all co-owners, tenants of such owners, employees and any other persons who use the property, including the persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise:

(a) Mill Hill Property Association, Inc., a Nebraska non-profit corporation, has been incorporated to provide a vehicle for the management of the condominium. Each co-owner shall automatically be deemed a member of said Association. The By-Laws of said Association are also the By-Laws of this condominium and are attached hereto.

(b) The common elements are for the use and enjoyment of all co-owners. The ownership of the common elements shall remain undivided, and no person or co-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 co-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 co-owner in the common elements is appurtenant to his apartment and separable from apartment ownership. Assessments against co-owners for insurance, common element expenses and reserves and for other expenses incurred by the Association shall be made pursuant to the By-Laws. Assessments paid within ten days after the date when due shall not bear interest at the highest legal rate from due date until paid. If any co-owner shall fail or refuse to make any payment of such assessments when due, the amount thereof, plus interest, shall constitute a lien upon the co-owner's interest in his apartment and in the property, and upon the recording of such lien by the Association in the Register of Deeds Office of Douglas County, Nebraska, 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 apartment and except prior duly recorded mortgage and lien instruments.

(c) Each co-owner shall be responsible:

(1) To maintain, repair and replace at his expense all portions of his apartment 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 apartment building, 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 apartment shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No apartment may be subdivided into a smaller unit, nor any portion thereof sold or transferred without first amending this Master Deed to show the changes in the apartments to be subdivided.

(e) No practice or use shall be permitted on the condominium property or in any apartment which shall be an annoyance to other owners or residents of the area or which shall interfere with their peaceful use and enjoyment of their property. All portions of the property and of the apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of any laws, zoning ordinances, governmental regulations or regulations of the Association.

(f) No apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the Association. This provision shall not affect transfer by death, but any person inheriting such apartment shall be subject to these restrictions on subsequent transfer. An owner intending to make a sale or lease of his apartment shall give the Association written notice thereof, together with the name, and current address and credit report of the purchaser or lessee and the terms and price of such sale or lease, together with a copy of the proposed purchase agreement or lease. Within thirty (30) days after receipt of such notice, the Association shall, by written notice to the owner, either approve such purchase or lease, or elect to either purchase the property for said price or terms, or either lease the property or furnish a substitute tenant for the property on the terms and for the price contained in said lease. If the Association elects to purchase or lease, closing shall be within thirty (30) days thereafter. Failure of the Association to act within the first 30-day period shall be deemed an approval of the sale or lease, but only to the party thus identified and disclosed to the Association. The above provisions regarding approval of transfers shall not apply to acquisition of ownership through foreclosure of a mortgage upon an apartment.

(g) Co-owners representing three-fourths or more of the total basic value of the condominium may, at any time in writing, duly acknowledged and recorded, effect an amendment to this Master Deed and to the By-Laws and Plans attached hereto, provided that such modification shall not be binding upon any existing mortgage holders of record unless such mortgage holder likewise consents to such modification in writing.


(h) This condominium regime may be terminated or waived by written agreement of apartment owners representing three-fourths or more of the total basic value of the condominium and by all lien holders of record; which agreement shall be acknowledged and recorded in the Register of Deeds and termination shall be effective as of recording date. Following termination, the property may be judicially partitioned and sold upon the petition of any apartment owner, but if co-owners representing three-fourths of the total basic value of the condominium agree in writing to sell or otherwise dispose of the condominium property, then all apartment owners shall be bound to execute such deeds or other documents reasonably necessary to effect such sale or disposition when and as, required by the Board of Directors of the Association. In such case, any pending partition action shall be dismissed in order to permit completion of such sale or disposition.

(i) All notices required hereby shall be in writing and sent by certified or registered mail--return receipt requested:


- (1) To an owner at his last known address on the books of the Association.
- (2) To the condominium or the Association at registered office of the Association.

EXECUTED the date first above written.

TAULBORG BROTHERS BUILDERS, A Co-partnership,



 Bernard Taulborg



 John Taulborg

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On the date first-above written, before me, a Notary Public, in and for said County, personally came BERNARD TAULBORG and JOHN TAULBORG, to me personally known to be the identical persons whose names are affixed to the foregoing Master Deed, and acknowledged the execution thereof to be his voluntary act and deed given and made for the purpose therein set forth.

Witness my hand and Notarial Seal at Omaha, in said County on the date first-above written.



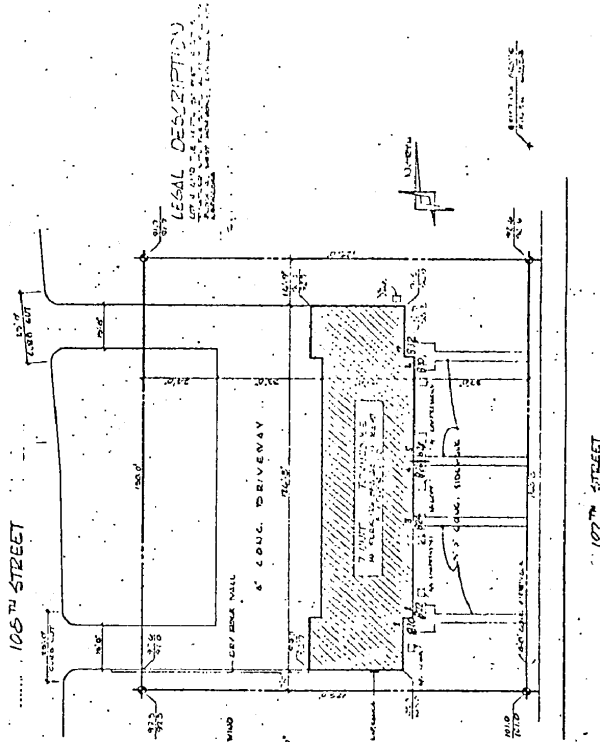
 Notary Public



JOHN H. FULLENKAMP
 GENERAL NOTARY, State of Nebraska
 My Commission Expires
 January 18, 1978

PROPOSED TOWNHOUSES
 TAULBORG BROS.

TO BE LOCATED BETWEEN 107TH & 108TH STREETS AT CUMING STREET



BUILDING STATISTICS

TYPE OF CONSTRUCTION — RES. 1E
 OCCUPANCY CLASSIFICATION — RESIDENTIAL
 DESIGN CLASS —
 FLOOR AREA — 514 SQ. FT. (GROSS)
 FLOOR AREA — 418 SQ. FT. (NET)
 FLOOR AREA — 418 SQ. FT. (NET)
 FLOOR AREA — 418 SQ. FT. (NET)
 FLOOR AREA — 418 SQ. FT. (NET)
 FLOOR AREA — 418 SQ. FT. (NET)
 FLOOR AREA — 418 SQ. FT. (NET)

TEIG & OLSEN
 ARCHITECTS
 1510 W.O.W. BLDG. OMAHA

SITE PLAN

GENERAL NOTES

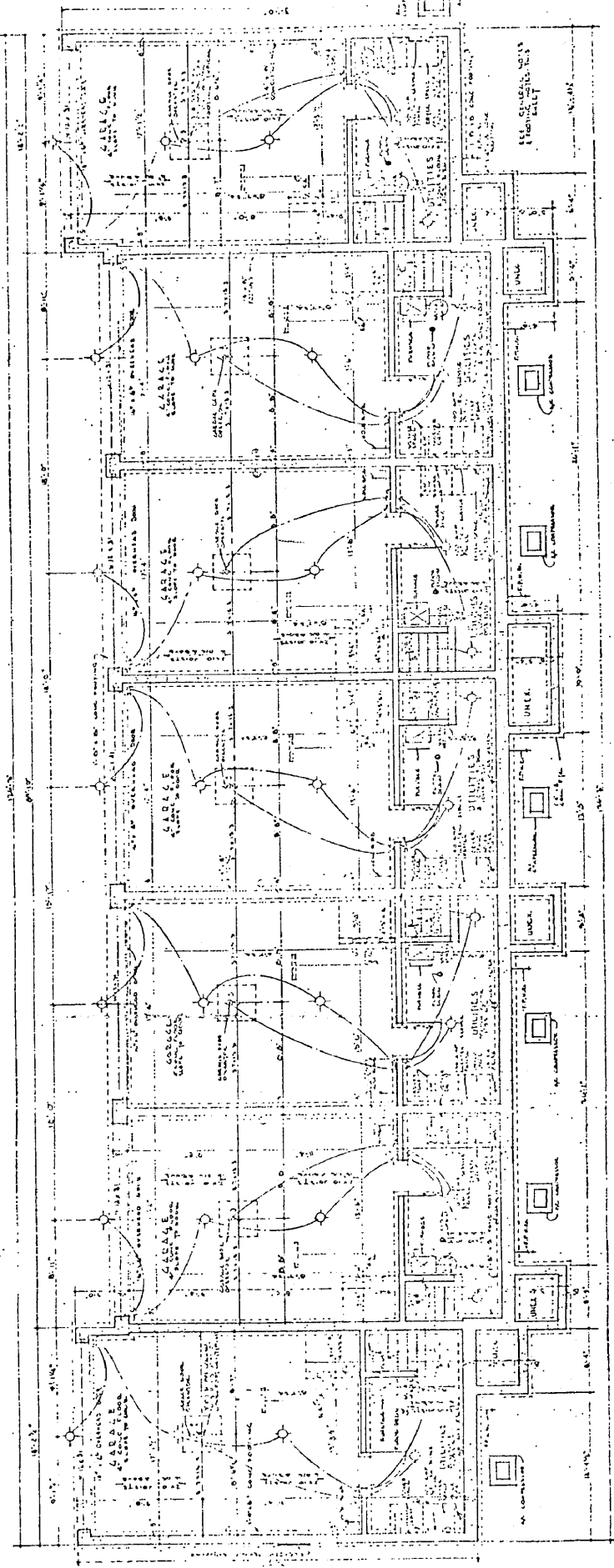
- 1. ALL MAIN STRUCTURAL MEMBERS TO HAVE 10% OVERSTRESSING UNDER FULL LOAD.
- 2. ALL WALLS TO HAVE ACCESS PANELS.
- 3. FOR FINISHING.
- 4. SEE DWG. TO HAVE NO MORE THAN 10% OVERSTRESSING UNDER FULL LOAD.
- 5. ALL WALLS TO HAVE 10% OVERSTRESSING UNDER FULL LOAD.

HEATING NOTES

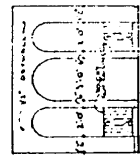
- 1. SEE DWG. TO HAVE 10% OVERSTRESSING UNDER FULL LOAD.
- 2. ALL WALLS TO HAVE 10% OVERSTRESSING UNDER FULL LOAD.
- 3. ALL WALLS TO HAVE 10% OVERSTRESSING UNDER FULL LOAD.
- 4. ALL WALLS TO HAVE 10% OVERSTRESSING UNDER FULL LOAD.
- 5. ALL WALLS TO HAVE 10% OVERSTRESSING UNDER FULL LOAD.

FOOTING NOTES

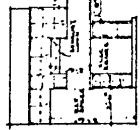
- 1. ALL FOOTINGS ARE BUILT FOR A 10% OVERSTRESS UNDER FULL LOAD.
- 2. ALL FOOTINGS ARE BUILT FOR A 10% OVERSTRESS UNDER FULL LOAD.
- 3. ALL FOOTINGS ARE BUILT FOR A 10% OVERSTRESS UNDER FULL LOAD.
- 4. ALL FOOTINGS ARE BUILT FOR A 10% OVERSTRESS UNDER FULL LOAD.
- 5. ALL FOOTINGS ARE BUILT FOR A 10% OVERSTRESS UNDER FULL LOAD.



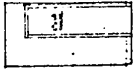
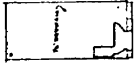
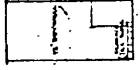
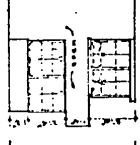
BASEMENT PLAN



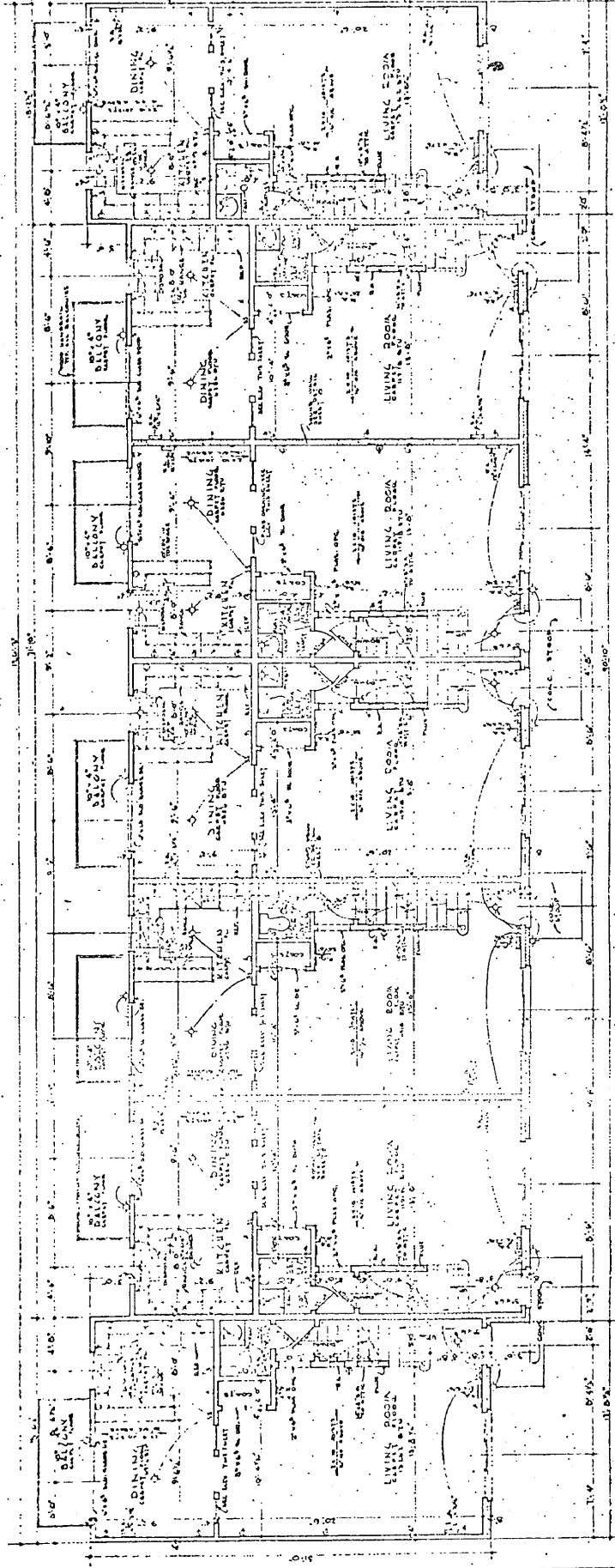
LIVING ROOM WALL ELEV.



KITCHEN WALL ELEVATIONS

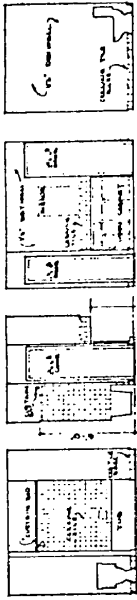


LAV. WALL ELEVATIONS

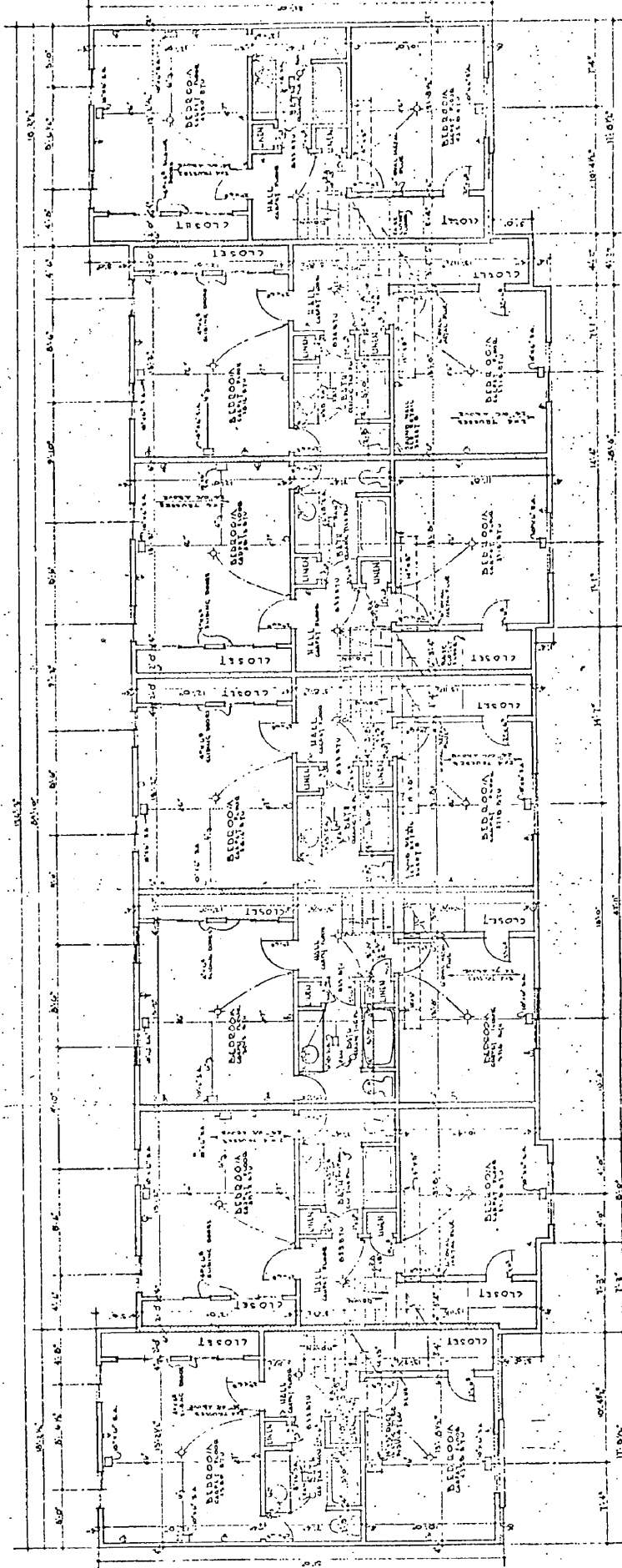


FIRST FLOOR PLAN

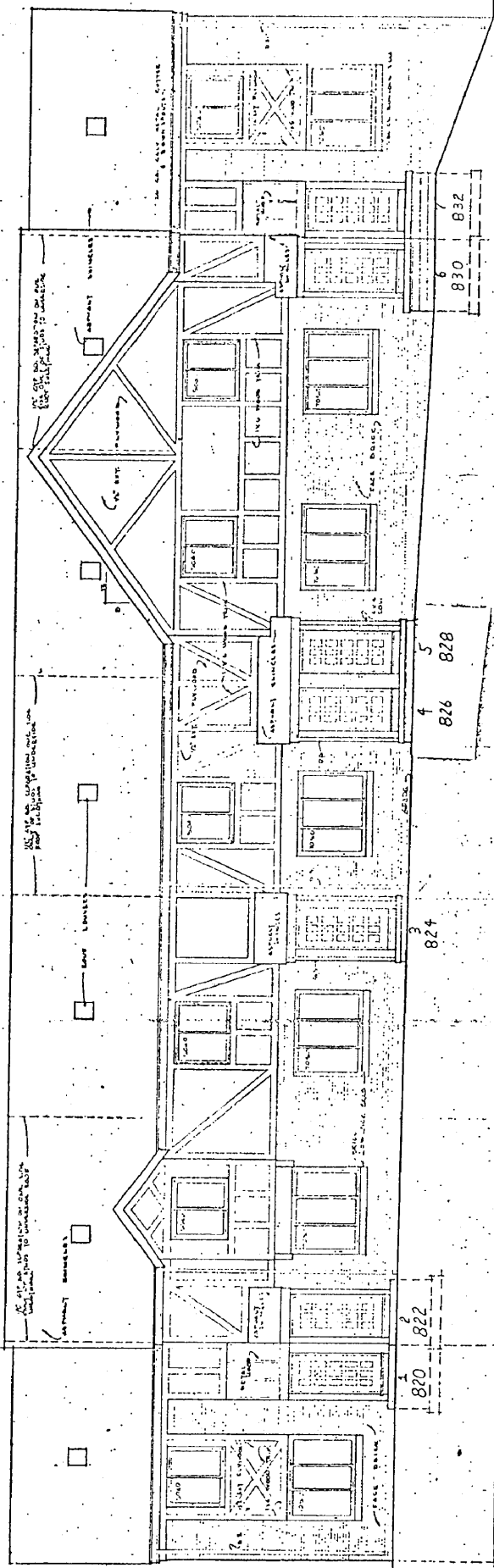
PLANS BY



BATH WALL ELEVATIONS

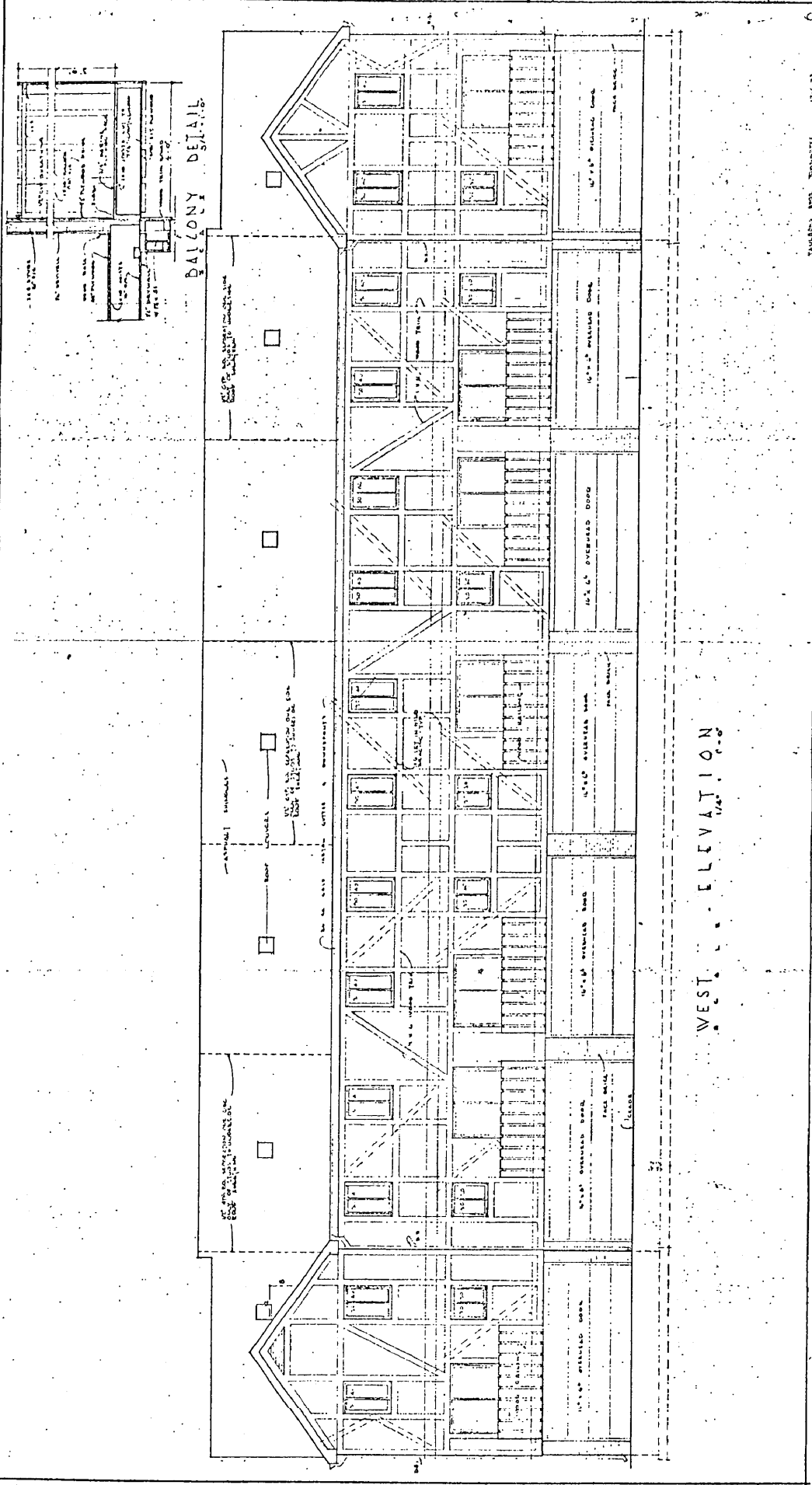


SECOND FLOOR PLAN



EAST ELEVATION

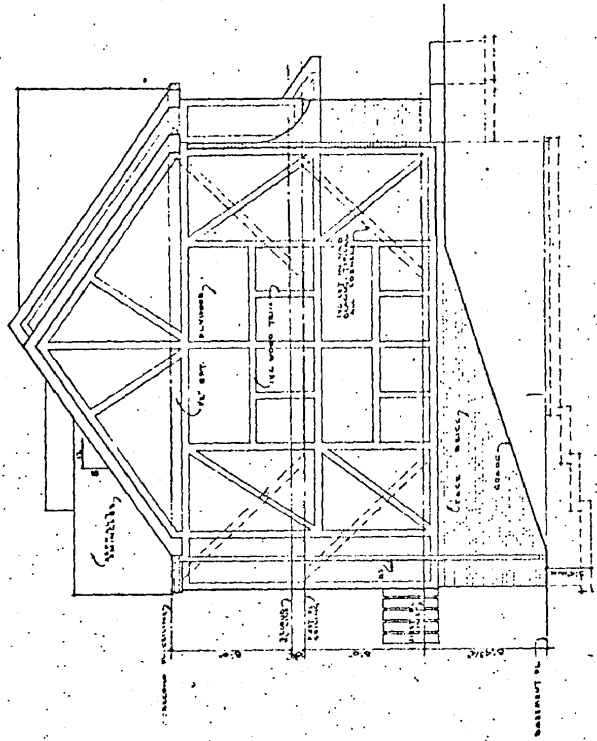
15-2-25



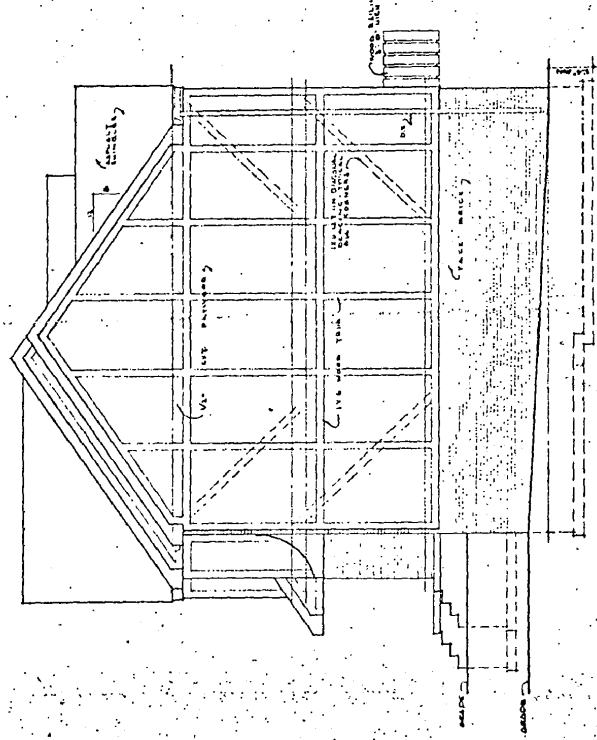
BALCONY DETAIL

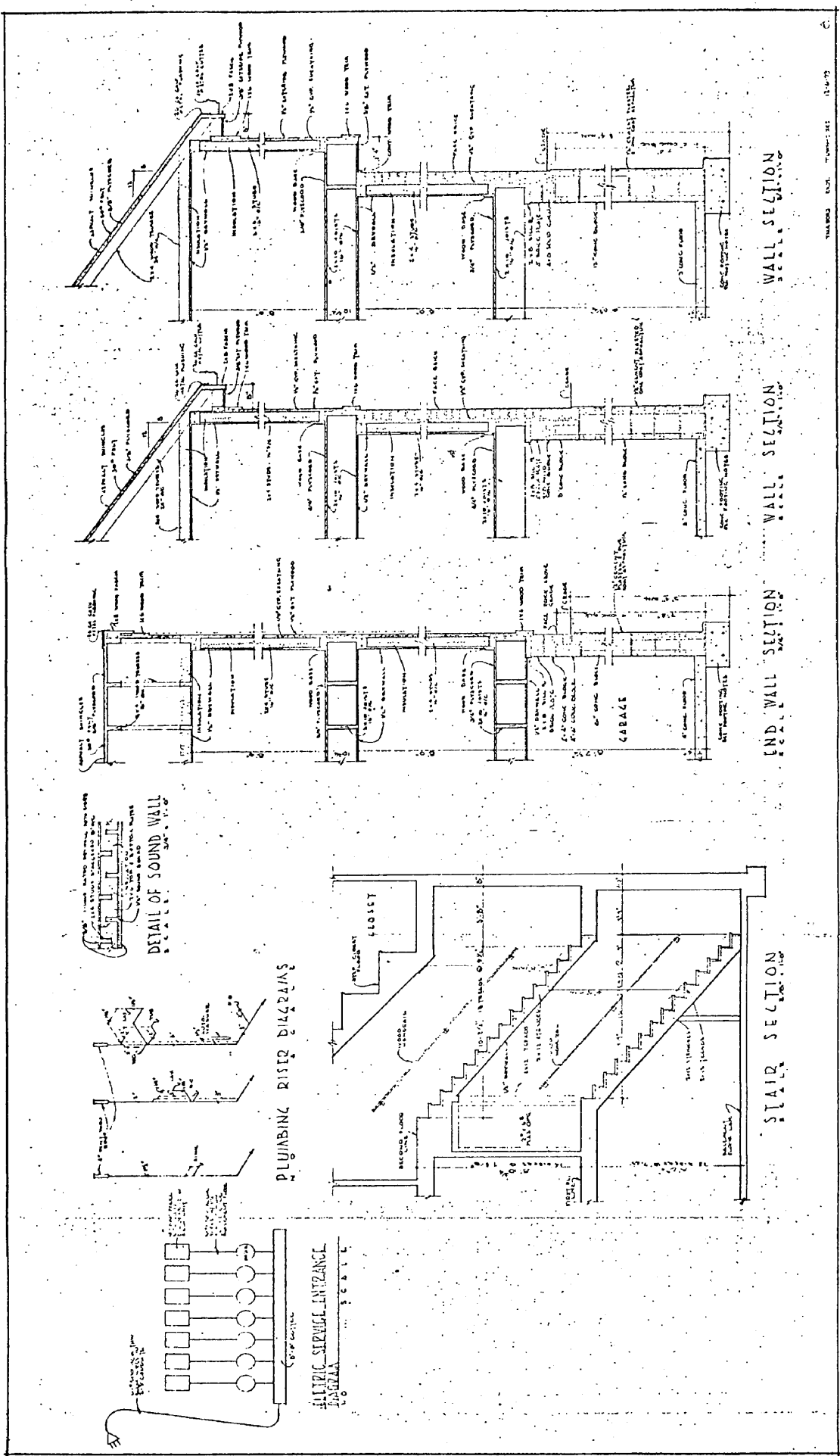
WEST ELEVATION

SOUTH ELEVATION



NORTH ELEVATION





16
 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, 28⁵⁰
 DAY OF June 1925 AT 11:45 AM. C. HAROLD OSTLER, REGISTER OF DEEDS