



DEED 2009034923



APR 14 2009 09:37 P 7

Deed ^{new}
FEE 37.50 FB 61-28684 old
7 BKP _____ C/O _____ COMP SB
5 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/14/2009 09:37:09.85



2009034923

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: Stalnaker Becker & Buresh
PO Box 24268
Omaha, NE 68124
Attn: Donald J. Buresh

Check Number

MASTER DEED AND DECLARATION
Omaha Industrial Foundation, District 3, Replat 11 Condominium

THIS MASTER DEED AND DECLARATION is made as of this __ day of March 2009, by Fleetwood-101, 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 to be 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 Omaha Industrial Foundation, District No. 3, Replat 11 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, Omaha Industrial Foundation, District No. 3, Replat 11, a subdivision located in the NE ¼ of Section 1 and also the NW ¼ of said Section 1: all located in Township 14 North, Range 11, East of the P.M., Douglas County, Nebraska.

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

5) Unit Boundaries and Identifying Numbers (76-842(a)(5)): 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: all of the land embraced within the legal description specified above; 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.

Unit Number	Percentage Interest
1	28.57
2	28.57
3	28.57
4	14.29

9) Restrictions on Use, Occupancy (76-842(a)(9)): Each unit shall be used and occupied and improvements shall be constructed upon such units 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 Fleetwood-101 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 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. The Association shall adopt and enforce standards for the construction and architectural features of all improvements to be constructed upon and within each unit.

(c) Each Unit Owner shall be responsible:

(1) To maintain, repair or replace at the Unit Owner's expense all portions of the Unit, specifically including improvements to be constructed thereon, 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 any buildings constructed within 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 two thirds 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.

Fleetwood-101, LLC

By: *C.D. Van Houweling*
C.D. Van Houweling, Its Manager

~~STATE OF NEBRASKA~~)
~~COUNTY OF DOUGLAS~~)
IOWA)
DALLAS)ss

On the 26th day of March, 2009, before me, the undersigned, a Notary Public in and for said County of ~~Douglas~~ ^{Dallas} County, personally came C.D. Van Houweling, the Manager of Fleetwood-101, LLC, 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 26th day of March, 2009

James C. Bergkamp Jr.
Notary Public

Consent

Mutual of Omaha Bank consents to the foregoing Master Deed and Declaration of Omaha Industrial Foundation District No. 3 Replat 11 Condominium.

Mutual of Omaha Bank

By: *Jeff*
Its *AVP*

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this *2nd* day of April, 2009, by *Jeff*, *Assistant Vice President* of Mutual of Omaha Bank, a National Banking Association.



Cynthia L. Low
Notary Public

My Commission Expires: _____

OMAHA INDUSTRIAL FOUNDATION DISTRICT NO. 3 REPLAT 11 CONDOMINIUM

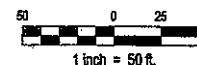
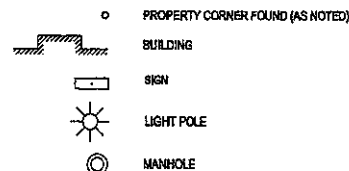
UNITS 1 THRU 4, INCLUSIVE, AND COMMON AREAS

BEING A CONDOMINIUM ADDITION TO THE CITY OF OMAHA CONSISTING OF UNITS 1 THRU 4, INCLUSIVE, AND COMMON AREAS, BEING A SUBDIVISION OF LOT 1, OMAHA INDUSTRIAL FOUNDATION DISTRICT NO. 3 REPLAT 11, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 1, AND ALSO THE NW1/4 OF SAID SECTION 1; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

COPY

UNIT AREA	
UNIT NUMBER	SQUARE FOOT
1	14,403
2	16,913
3	22,032
4	25,891
COMMON AREAS	46,829

LEGEND



EASEMENT LOCATIONS SHOWN ON DRAWING WERE COMPILED FROM TITLE COMMITMENT NO. T07105875, DATED JANUARY 3, 2007 AT 8:00 A.M., SUPPLIED BY FIRST NEBRASKA TITLE, AS AGENT FOR COMMONWEALTH LAND TITLE INSURANCE COMPANY.

EXCEPTIONS FROM TITLE COMMITMENT NO. T-07105875 SCHEDULE B-SECTION 2:

ITEM 10 EASEMENT AGREEMENT FILED MAY 9, 1966, IN BOOK 437 AT PAGE 317. DOES NOT AFFECT SUBJECT PROPERTY.

ITEM 11 TERMS AND PROVISIONS OF THE INSTRUMENT CAPTIONED: EASEMENT AGREEMENT, FILED MARCH 24, 1977, IN BOOK 578 AT PAGE 423. DOES NOT AFFECT SUBJECT PROPERTY.

ITEM 12 RESERVATIONS AND RESTRICTIONS CONTAINED IN WARRANTY DEED FILED MAY 23, 1968, IN BOOK 1351 AT PAGE 851 AND IN WARRANTY DEED FILED APRIL 10, 1984, IN BOOK 1727 AT PAGE 224. DOES NOT AFFECT SUBJECT PROPERTY.

ITEM 13 EASEMENT AND RIGHT OF WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, OVER A PORTION OF THE PREMISES IN QUESTION, AS SET FORTH IN INSTRUMENT FILED SEPTEMBER 26, 1984, IN BOOK 719 AT PAGE 344. DOES NOT AFFECT SUBJECT PROPERTY.

ITEM 14 RIGHT OF WAY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT, OVER A PORTION OF THE PREMISES IN QUESTION, AS SET FORTH IN INSTRUMENT FILED FEBRUARY 11, 1985, IN BOOK 731 AT PAGE 16. DOES NOT AFFECT SUBJECT PROPERTY.

ITEM 15 TERMS AND PROVISIONS OF THE INSTRUMENT CAPTIONED: EASEMENT, FILED IN BOOK 708 AT PAGE 201. DOES NOT AFFECT SUBJECT PROPERTY.

ITEM 16 AGREEMENT AND EASEMENT STORM WATER DETENTION FACILITY, FILED DECEMBER 4, 2003, AS INSTRUMENT NO. 2003023222. DOES NOT AFFECT SUBJECT PROPERTY.

NOT CONTAINED IN TITLE COMMITMENT
20' WIDE SEWER AND DRAINAGE EASEMENT RECORDED 4/18/1989 IN DEED BOOK 1379 PAGE 733.

AGREEMENT FOR EASEMENT FOR ACCESS TO EXISTING BUILDING, UTILITIES AND RELATED APPURTENANCES, RECORDED MAY 10, 2007 AT INSTRUMENT NO. 2007022554.

NONEXCLUSIVE DRIVEWAY EASEMENT OVER THE ADJACENT PROPERTY, RECORDED MAY 10, 2007 AT INSTRUMENT NO. 2007022555.

LEGAL DESCRIPTION

OMAHA INDUSTRIAL FOUNDATION DISTRICT NO. 3 REPLAT 11 CONDOMINIUM, BEING A CONDOMINIUM ADDITION TO THE CITY OF OMAHA CONSISTING OF UNITS 1 THRU 4, INCLUSIVE, AND COMMON AREAS, BEING A SUBDIVISION OF LOT 1, OMAHA INDUSTRIAL FOUNDATION DISTRICT NO. 3 REPLAT 11, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 1, AND ALSO THE NW1/4 OF SAID SECTION 1; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 118,968 SQUARE FEET OR 2.721 ACRES, MORE OR LESS.

LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

JANUARY 26, 2009

DATE:

ROBERT CLARK SURVEYOR

LS-419

UNIT / BUILDING ADDRESSES

BUILDING ONE / UNIT 1

BUILDING TWO / UNIT 2

BUILDING THREE / UNIT 3

LOT 2
OMAHA INDUSTRIAL
FOUNDATION-DISTRICT
NO.3 REPLAT 11

LOT 1
OMAHA INDUSTRIAL
FOUNDATION-DISTRICT
NO.3 REPLAT 10

20' WIDE SEWER AND
DRAINAGE EASEMENT
RECORDED 4/18/1989
DEED BOOK 1379 PAGE 733
NOT CONTAINED
IN TITLE COMMITMENT

ACCESS EASEMENT OVER
ADJACENT PROPERTY
INSTRUMENT NO. 2009007571

COMMON AREA

UNIT 2

CONCRETE FILLED
STEEL POST
NONEXCLUSIVE DRIVEWAY EASEMENT
OVER ADJACENT PROPERTY RECORDED
AT INSTRUMENT NO. 2007022555

UNIT 3

UNIT 4
(OUTSIDE STORAGE)

ACCESS EASEMENT
INSTRUMENT NO. 2007022554

CONDOMINIUM PLAT

OMAHA INDUSTRIAL FOUNDATION DISTRICT
NO. 3 REPLAT 11 CONDOMINIUM

DOUGLAS COUNTY, NEBRASKA



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

330 NORTH 117TH STREET
OMAHA, NE 68137
PHONE: (402) 895-4700
FAX: (402) 895-3500

7130 SOUTH 28TH STREET, SUITE D
LINCOLN, NE 68516-8841
PHONE: (402) 420-7217

OK #2472

Revisions	
(No)	Date
01/28/2009	
By:	
By:	OAS
1" = 50'	