

MASTER DEED CREATING

MIRACLE HILLS TOWNHOMES CONDOMINIUM PROPERTY REGIME

THIS MASTER DEED AND DECLARATION made this 24th day of October, 1974, by MIDLAND HOMES CO., a co-partnership (herein called "Developer"), for itself, its successors, grantees and assigns,

W I T N E S S E T H:

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 (herein called "Condominium Act"), and the name by which this condominium is to be identified is Miracle Hills Townhomes Condominium Property Regime.

2. ~~The lands owned by the Developer which are heretofore~~ submitted to the condominium regime are described as follows:

Lots One (1) and Twenty-One (21), Block Two (2), Miracle Hills, a subdivision, as surveyed, platted and recorded in 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 three two-story buildings and the garages therefor. The buildings will contain a total of 16 units which may only be used for residential purposes and the garages therefor. The condominium will also include parking areas, gardens and landscaping. The total ground floor area of all buildings (including garages) aggregates 13,066 square feet and the total land area aggregates 38,102 square feet. Said buildings and improvements together with their location on the land and the area and location of each unit are more particularly described in the 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 buildings stand 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, exterior water taps which may be used by the co-owners association for watering and maintenance of common areas; the foundations, common walls, roofs, yards and gardens, utility rooms and meter rooms, drives, walks, parking areas and all parts of the property and improvements which are not located within the units 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 unit owner shall be responsible for the repair, 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 of the exterior surfaces thereof. If any owner fails to repair, maintain or replace the exterior of his unit as required in this Master Deed and the By-Laws described below, the Association may perform such work, invoice the owner thereof and secure and enforce a claim and lien therefor against the owner and his unit in like manner as a delinquent assessment for common element expense.

6. The total value of the entire condominium regime is \$438,000.00, and the basic value of each unit together with the percentage which each unit shall share in the expenses and taxes of and the rights in the common elements are as follows:

<u>APT.</u> <u>UNIT</u> <u>NUMBER</u>	<u>GARAGE</u> <u>& NUMBER</u>	<u>BASIC</u> <u>VALUE</u>	<u>PERCEN-</u> <u>TAGE</u>
1	1A	\$31,750	6.76
2	2A	\$31,750	7.32
3	3A	\$23,950	5.47
4	4A	\$23,950	5.47
5	5A	\$31,750	7.22
6	6A	\$23,950	5.47
7	7A	\$23,950	5.47
8	8A	\$27,950	7.07
9	9A	\$27,950	7.07
10	10A	\$23,950	5.47
11	11A	\$23,950	5.47
12	12A	\$23,950	5.47
13	13A	\$23,950	5.47
14	14A	\$31,750	7.22
15	15A	\$31,750	6.82
16	16A	\$31,750	6.76

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. Miracle Hills Condominium 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 unit and inseparable from unit 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, and no co-owner may exempt himself from liability for any assessment by abandonment of such co-owners unit.

Assessments paid within ten days after the date when due shall not bear interest, but all sums not paid within said ten-day period shall 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 unit and in the property, and upon the recording of such lien by the Association in the Register of Deeds 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 unit and except prior duly recorded mortgage and lien instruments.

c. Each co-owner agrees that if any portion of the common elements of the condominium encroaches upon any unit, then a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

d. Each co-owner shall be responsible:

(1) To maintain, repair and replace at his expense all portions of his 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 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.

e. Each unit shall be used and occupied only by one family, its servants and guests as a residence and for no other purpose. No unit 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 units to be subdivided and subject only to approval of the Association, and subject to the approval by each and every holder of a mortgage against each apartment unit within the condominium property regime.

f. No practice or use shall be permitted on the condominium property or in any unit 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 units 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.

g. No unit owner may sell or lease his unit 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 unit shall be subject to those restrictions on subsequent transfer. An owner intending to make a sale or lease of his unit shall give the Association written notice thereof together with the name, and a 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 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 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 a unit, or conveyance in lieu of foreclosure.

h. 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.

i. This condominium regime may be terminated or waived by written agreement of unit 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 unit 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, and provided the consent of all lien holders shall have been obtained in writing, then all unit owners shall be bound to execute such deeds or other documents reasonably required or 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. Out of the proceeds realized on such sale, all lienholders of record shall be first satisfied before any distribution of such proceeds to any Co-Owner.

j. A unit owner who mortgages his unit shall notify the Board of Administrators of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Administrators. The conformed copy of the mortgage shall disclose the date, book and page of recording. The Board of Administrators shall maintain such information in a book entitled "Mortgages of Units". The Board of Administrators whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due and unpaid, or any other default by the owner of the mortgaged unit. The Board of Administrators, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Administrators. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the corporation and condominium at reasonable times, on business days. The Board of Administrators shall provide certified copies of all fire and extended coverage insurance policies and of all rules and regulations adopted by the Board of Administrators to each holder of a mortgage covering any unit, whose name and address theretofore has been furnished to the Board of Administrators.

k. Household pets within the condominium will be subject to regulation, restriction, exclusion and special assessment as may be determined by the Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside. Outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association.

l. All notices required by this Master Deed, or by the Articles of Incorporation of Miracle Hills Condominium Association, Inc. or the By-Laws shall be in writing and sent by certified or registered mail - return receipt required, as follows:

(1) To an owner at his last-known address on the books of the Association.

(2) To the condominium or the Association at the registered office of the Association.

(3) To the holder of a mortgage lien against a unit within the condominium property regime at the office of the mortgagee as same is shown on the records of the Association.

EXECUTED the date first above written.

MIDLAND HOMES CO.,
a co-partnership

By: Edward L. Belgrade
Edward L. Belgrade - Partner

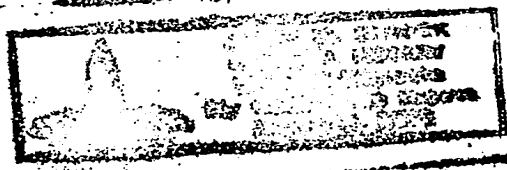
By: Robert Masters
Robert Masters - Partner

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally appeared Edward L. Belgrade and Robert Masters, Partners of Midland Homes Co., a co-partnership, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of Midland Homes Co., a co-partnership.

WITNESS my hand and Notarial Seal at Omaha, Nebraska in said County, the day and year last above written.

Jerry M. Sitnick
Notary Public



MIRACLE HILLS TOWNHOMES
PROP REG. PLAT # 123
BOOK 1511 PAGE 722

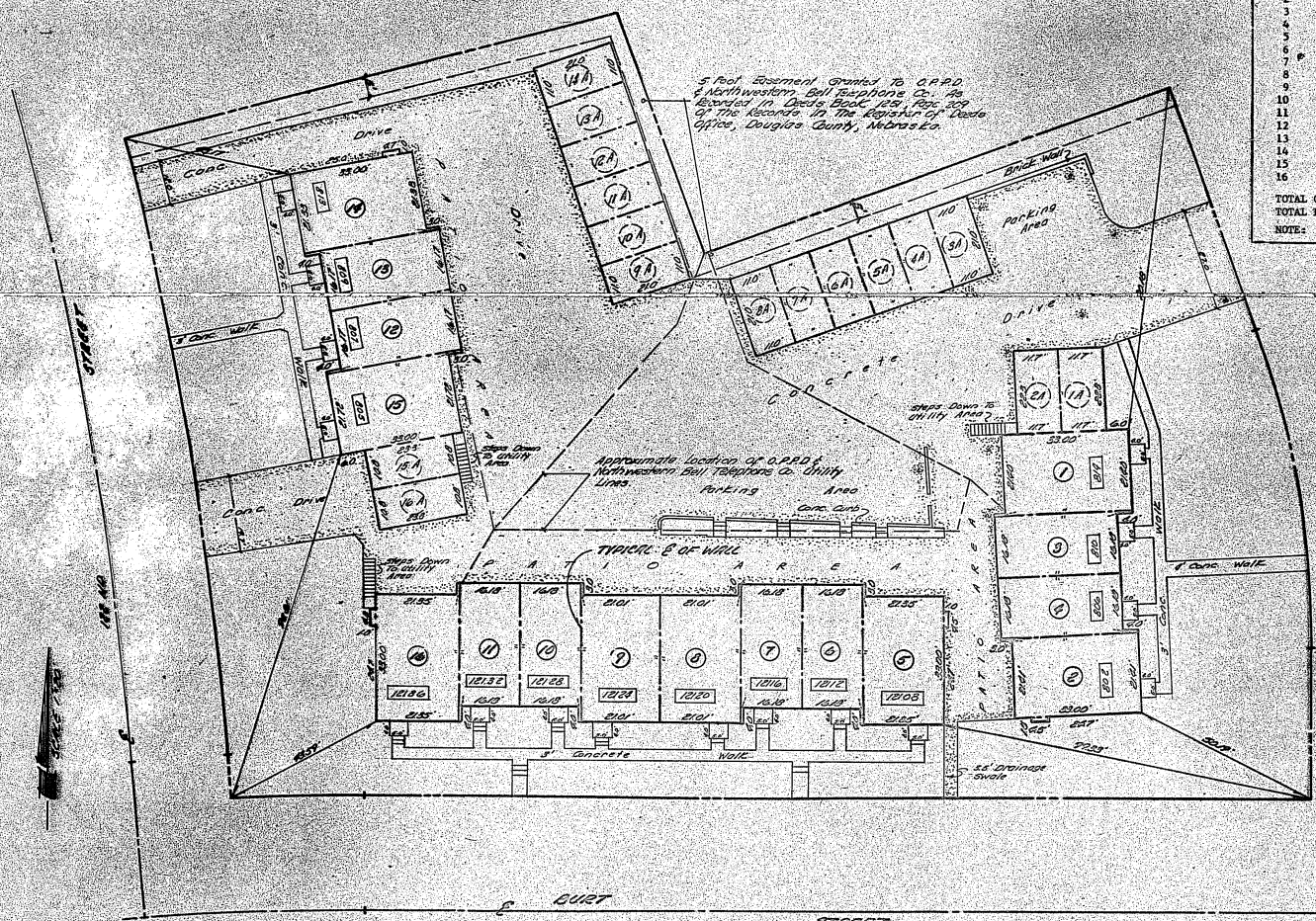
BOOK 1511 PAGE 723
MIRACLE HILLS TOWNHOMES
PROP REG. PLAT # 123

BOOK 1511 PAGE 724
MIRACLE HILLS TOWNHOMES
PROP REG. PLAT # 123

MIRACLE HILLS TOWNHOUSES

ON FILM

ON FILM

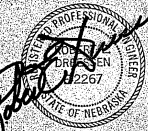


APT. UNIT NO.	BASML. SQ. FT.	GARAGE UNIT NO.	GARAGE SQ. FT.	1ST FLR. SQ. FT.	2ND FLR. SQ. FT.	TOTAL SQ. FT.	% OF UNITS
1	532	1A	261	706	749	2248	6.76
2	711	2A	261	711	749	2432	7.32
3	518	3A	231	518	550	1817	5.47
4	518	4A	231	518	550	1817	5.47
5	709	5A	231	709	752	2401	7.22
6	518	6A	231	518	550	1817	5.47
7	518	7A	231	518	550	1817	5.47
8	693	8A	231	693	735	2352	7.07
9	693	9A	231	693	735	2352	7.07
10	518	10A	231	518	550	1817	5.47
11	518	11A	231	518	550	1817	5.47
12	518	12A	231	518	550	1817	5.47
13	518	13A	231	518	550	1817	5.47
14	709	14A	231	709	752	2401	7.22
15	542	15A	252	717	760	2271	6.82
16	535	16A	252	709	752	2248	6.76

TOTAL COMMON AREA = 38,102 SQ. FT.
TOTAL BASEMENT & GARAGE AREA = 13,066 SQ. FT.
NOTE: UTILITY ROOM INCLUDED IN COMMON AREA

I, William P. Donner, The Undersigned Registered Land Surveyor in the State of Nebraska, Do Hereby Certify That This Plat Was Prepared By Me Or Under My Direct Personal Supervision

William P. Donner
William P. Donner, L.S. 217



LEGEND
Address

NOTE
A Permanent Easement for the Construction and Maintenance of Utilities has been Granted to The Omaha Public Power District & Northwestern Bell Telephone Co. See Ord. 14 21 Book 8, Miracle Hills Addition, 1st Addition, In Misc. Book 98, Page 271 of the Records of the Douglas County Register of Deeds Office.

TD
THOMPSON OREGSON & BORNER
Consulting Engineers & Land Surveyors
19700 PACIFIC ST., OMAHA, NEBRASKA 68114
TELEPHONE 382-7461 FAX 382-4012

- MIRACLE HILLS TOWNHOUSES -
DOUGLAS COUNTY, NEBRASKA

SCALE: 1"=20'
DATE: 5-13-78

APPROVED BY: [Signature]
CREATED BY: JMB
REVISED: 10-27-78

REGISTERED ENGINEER
177-503

#17 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA \$28.50
29th DAY OF OCTOBER 1978 BY 11.214 G. HAROLD OSTLER, REGISTER OF DEEDS

BOOK 1511

Deed Books
These are poor
Xerox Copies
Assistant Miracle
Records Manager
Shirley D. Smith

0000 720 000 000

MIRACLE HILLS TOWNHOMES
PROP REG. PLAT # 123
BOOK 1511 PAGE 722

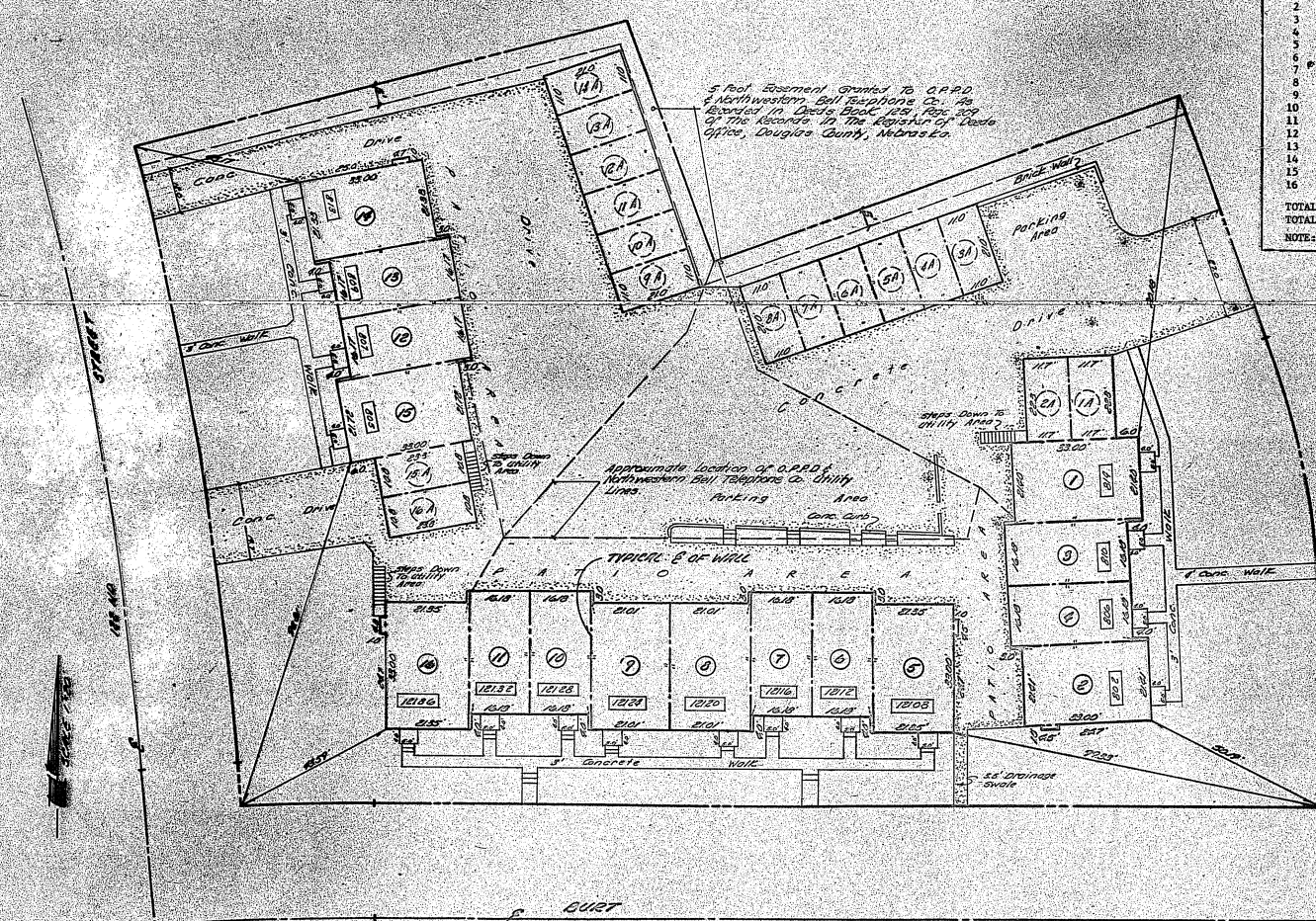
BOOK 1511 PAGE 723
MIRACLE HILLS TOWNHOMES
PROP REG. PLAT # 123

BOOK 1511 PAGE 724
MIRACLE HILLS TOWNHOMES
PROP REG. PLAT # 123

MIRACLE HILLS TOWNHOUSES

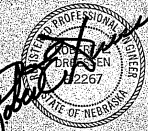
APT. UNIT NO.	BASL. SQ. FT.	GARAGE UNIT NO.	GARAGE SQ. FT.	1ST FLR. SQ. FT.	2ND FLR. SQ. FT.	TOTAL SQ. FT.	% OF UNITS
1	532	1A	261	706	749	2248	6.76
2	711	2A	261	711	749	2432	7.32
3	518	3A	231	518	550	1817	5.47
4	518	4A	231	518	550	1817	5.47
5	709	5A	231	709	752	2401	7.22
6	518	6A	231	518	550	1817	5.47
7	518	7A	231	518	550	1817	5.47
8	693	8A	231	693	735	2352	7.07
9	693	9A	231	693	735	2352	7.07
10	518	10A	231	518	550	1817	5.47
11	518	11A	231	518	550	1817	5.47
12	518	12A	231	518	550	1817	5.47
13	518	13A	231	518	550	1817	5.47
14	709	14A	231	709	752	2401	7.22
15	542	15A	252	717	760	2271	6.82
16	535	16A	252	709	752	2248	6.76

TOTAL COMMON AREA = 38,102 SQ. FT.
TOTAL BASEMENT & GARAGE AREA = 13,066 SQ. FT.
NOTE: UTILITY ROOM INCLUDED IN COMMON AREA



I, William P. Donner, The Undersigned Registered Land Surveyor in the State of Nebraska, Do Hereby Certify That This Plat Was Prepared By Me Or Under My Direct Personal Supervision

William P. Donner
William P. Donner, L.S. 217



ON FILM

ON FILM

LEGEND
Address

NOTE
A Permanent Easement for the Construction and Maintenance of Utilities has been Granted to The Omaha Public Power District & Northwestern Bell Telephone Co. See Plat and Record for 1st 21 Block & Miracle Hills Addition, as shown in Misc. Book 983, Page 271 of the Records of the Douglas County Register of Deeds Office.

TD
THOMPSON OBERGREN & BORNER
Consulting Engineers & Land Surveyors
19700 PACIFIC ST., OMAHA, NEBRASKA 68114
TELEPHONE 382-7461 FAX 382-4012

- MIRACLE HILLS TOWNHOUSES - DOUGLAS COUNTY, NEBRASKA

SCALE: 1"=20'
DATE: 5-13-78
APPROVED BY:
CREATED BY: JLD
REVISED: 10-27-78

REGISTERED ENGINEER
STATE OF NEBRASKA
177-503

#17 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA \$28.50
29th DAY OF OCTOBER 1978 BY 11.214 G. HAROLD OSTLER, REGISTER OF DEEDS

BOOK 1511

Deed Books
These are poor
Xerox Copies
Assistant Miracilla
Records Manager
Shelley D. Smith

0000 723 0000 04

MIRACLE HILLS TOWNHOUSES
PROP REG. PLAT # 123
BOOK 1511 PAGE 722

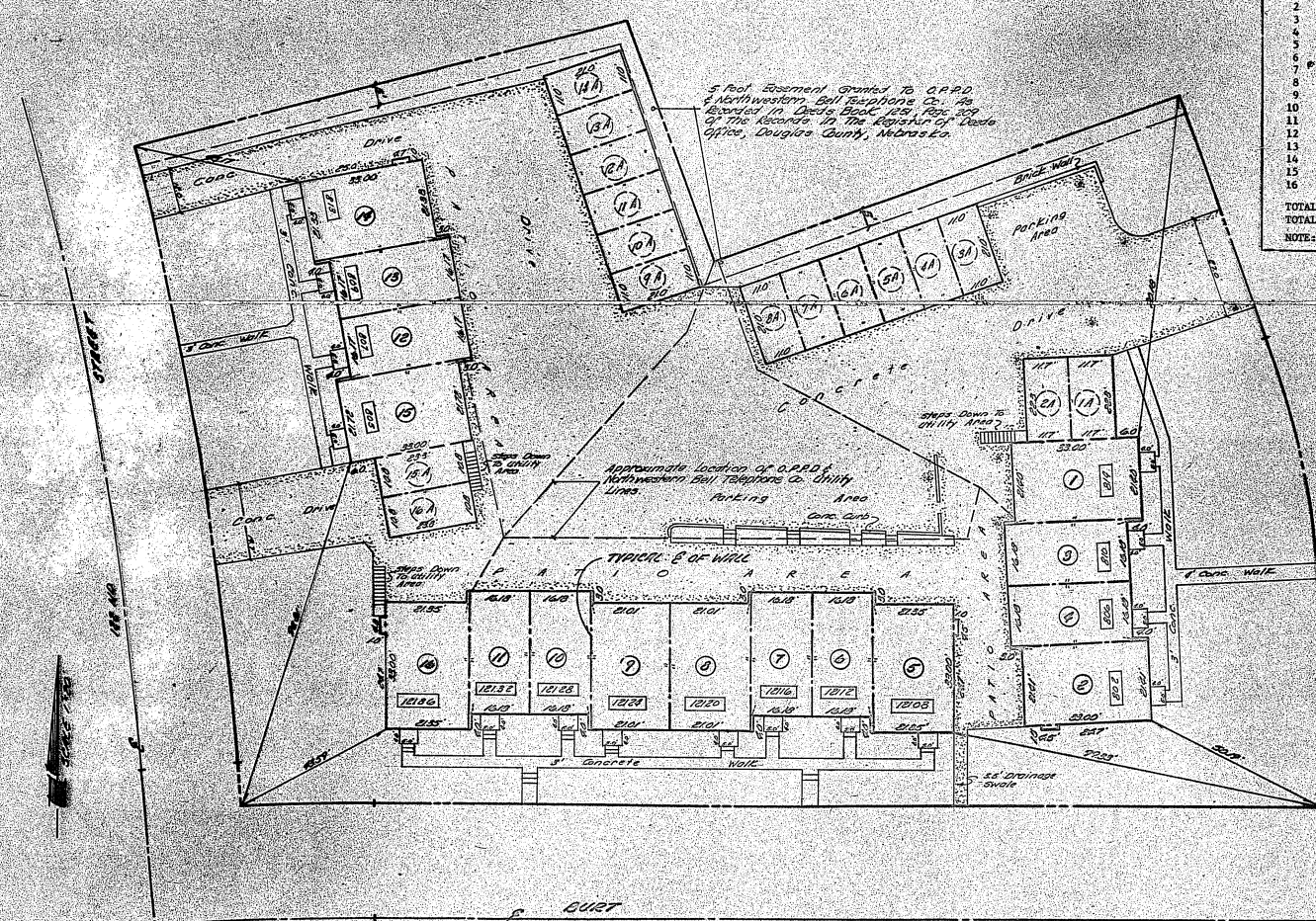
BOOK 1511 PAGE 723
MIRACLE HILLS TOWNHOUSES
PROP REG. PLAT # 123

BOOK 1511 PAGE 724
MIRACLE HILLS TOWNHOUSES
PROP REG. PLAT # 123

MIRACLE HILLS TOWNHOUSES

APT. UNIT NO.	BASML. SQ. FT.	GARAGE UNIT NO.	GARAGE SQ. FT.	1ST FLR. SQ. FT.	2ND FLR. SQ. FT.	TOTAL SQ. FT.	% OF UNITS
1	532	1A	261	706	749	2248	6.76
2	711	2A	261	711	749	2432	7.32
3	518	3A	231	518	550	1817	5.47
4	518	4A	231	518	550	1817	5.47
5	709	5A	231	709	752	2401	7.22
6	518	6A	231	518	550	1817	5.47
7	518	7A	231	518	550	1817	5.47
8	693	8A	231	693	735	2352	7.07
9	693	9A	231	693	735	2352	7.07
10	518	10A	231	518	550	1817	5.47
11	518	11A	231	518	550	1817	5.47
12	518	12A	231	518	550	1817	5.47
13	518	13A	231	518	550	1817	5.47
14	709	14A	231	709	752	2401	7.22
15	542	15A	252	717	760	2271	6.82
16	535	16A	252	709	752	2248	6.76

TOTAL COMMON AREA = 38,102 SQ. FT.
TOTAL BASEMENT & GARAGE AREA = 13,066 SQ. FT.
NOTE: UTILITY ROOM INCLUDED IN COMMON AREA



I, William P. Donner, The Undersigned Registered Land Surveyor in the State of Nebraska, Do Hereby Certify That This Plat Was Prepared By Me Or Under My Direct Personal Supervision

William P. Donner
William P. Donner, L.S. 217



LEGEND
Address

NOTE
A Permanent Easement for the Construction and Maintenance of Utilities has been Granted to The Omaha Public Power District & Northwestern Bell Telephone Co. Over and Across Lots 1 & 21 Block 2, Miracle Hills Addition, as shown on Map Book 983, Page 271 of the Records of the Douglas County Register of Deeds Office.

TD²
THOMPSON OREGSON & BORNER
Consulting Engineers & Land Surveyors
19700 PACIFIC ST., OMAHA, NEBRASKA 68114
TELEPHONE 382-7461 AREA CODE 402

- MIRACLE HILLS TOWNHOUSES -
DOUGLAS COUNTY, NEBRASKA

SCALE: 1"=20'
DATE: 5-13-74

APPROVED BY: [Signature]
CREATED BY: JMB
REVISED: 10-27-74

REGISTERED ENGINEER
STATE OF NEBRASKA
177-503

#17 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA \$28.50
29th DAY OF OCTOBER 1974 BY 11.214 G. HAROLD OSTLER, REGISTER OF DEEDS

BOOK 1511

Deed Books
These are poor
Xerox Copies
Assistant Miracle
Records Manager
Shirley D. Smith

ON FILM

ON FILM