

76-102+

MASTER DEED CREATING A CONDOMINIUM PROPERTY REGIME

The undersigned, owners of the real property hereinafter described, execute this Master Deed for the purpose of creating and establishing a Condominium Property Regime, pursuant to Sections 76-801 to 76-823, both inclusive, Revised Statutes of Nebraska, otherwise known as the Condominium Property Act. For the purpose of complying with said Condominium Property Act, the following particulars are set forth:

1. The name by which this Condominium Property Regime is to be identified is: SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME.
2. The description of the land and buildings, expressing their respective areas, which are submitted to this Condominium Property Regime are as described in Exhibit "I" attached.
3. The general description and number of each apartment expressing its area, location and other identifying data are as set forth in the Exhibit "II" attached.
4. A description of the general common elements of the buildings are as set forth in Exhibit "III" attached.
5. The value of the entire property and of each apartment, and the percentage appertaining to the coowners in the expenses of, and rights in, the elements held in common are as set forth in Exhibit "IV" attached.
6. The covenants, conditions and restrictions relating to this Condominium Property Regime, which shall run with the land and bind all coowners, tenants of condos, employees and any other persons who use the property, including persons who acquire the interest of any coowner through foreclosure, enforcement of any lien or otherwise, are as set forth in Exhibit "V" attached.
7. The definitions set forth in Section 76-802 Revised Statutes of Nebraska, shall govern this Master Deed and the attached By-Laws.
8. All apartments in this Condominium Property Regime shall be devoted solely to use for residential purposes.
9. The administration of the buildings included within this Condominium Property Regime shall be governed by the By-Laws set forth in Exhibit "VI" attached.
10. Upon the affirmative vote of the owners of not less than three-fourths of the total basic value of the property included within this Condominium Property Regime, the entire property included within this Condominium Property Regime may be sold or otherwise disposed of, or the Condominium Property Regime may be waived; provided that if at such time any of the individual apartments are encumbered, then the creditors in whose behalf such encumbrances are recorded shall agree to such sale or other disposition, or shall agree to accept as security the undivided portions of the property owned by the debtors. Upon any such waiver of this Condominium Property Regime the coowners shall own the property as tenants in common in accordance with their respective interests therein. Following any such termination the property may be judicially partitioned and sold upon the petition of any person owning any interest in the property, but if persons who were owners representing not less than three-fourths of the total basic value of the property included within this Condominium Property Regime immediately prior to such termination shall agree in writing to sell or otherwise dispose of the property, after termination, then all

74  
127

owners of any interest in the property which was subject to this Condominium Property Regime immediately prior to such termination 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 Spanish Village Association, Inc. In such case any pending partition action shall be dismissed, in order to permit completion of such sale or disposition.

11. All notices required pursuant to this deed and the exhibits attached, shall be in writing and sent to the party or parties to be notified by certified or registered mail, return receipt requested; and if to an owner, then to his last known address as shown by the records of Spanish Village Association, Inc.; and if to the Condominium or to Spanish Village Association, Inc., then to the registered office of said association.

EXECUTED this 20<sup>th</sup> day of Oct., 1971.

Lloyd R. Pettegrew  
Lloyd R. Pettegrew

Rose Mary Pettegrew  
Rose Mary Pettegrew

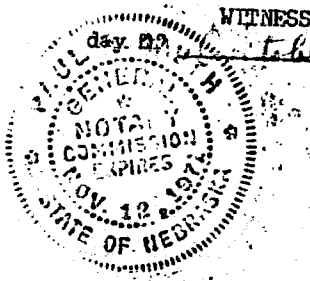
Robert P. Pettegrew  
Robert P. Pettegrew

Ginger K. Pettegrew  
Ginger K. Pettegrew

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

BEFORE me the undersigned, a Notary Public, personally came Lloyd R. Pettegrew and Rose Mary Pettegrew, husband and wife, and Robert P. Pettegrew and Ginger K. Pettegrew, husband and wife, to me personally known to be the persons who executed the above and foregoing Master Deed, and they and each of them acknowledge the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said County this 20<sup>th</sup> day of October, 1971.



Santh  
Notary Public

EXHIBIT "I"

DESCRIPTION OF LAND AND BUILDINGS  
 IN  
 SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME

The land included in this Property Regime consists of all of Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Miracle Hills, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, having a total square footage area of 229,433 square feet.

The buildings included in this Condominium Property Regime consist of Fifteen (15) buildings, each containing four (4) apartments, located as shown on Exhibit "II" attached to the Master Deed, said buildings containing a total main floor area of 12,967 square feet. The buildings are numbered from 1 to 15 inclusive, and are described as Building Type A, Building Type B, or Building Type C. The four (4) apartments in each building are described by designation A, B, C and D. Any one apartment is designated by the building number, the type of building, and the letter designation of the respective apartment. Type A buildings have a main floor area of 3,717 square feet; Type B buildings have a main floor area of 3,529 square feet; and Type C buildings have a main floor area of 2,909 square feet.

BOOK 1441 PAGE 722

DRAWINGS OF

BOOK 1441 PAGE 723

SPANISH VILLAGE CONDORHUENCA

BOOK 1441 PAGE 724

BOOK 1441 PAGE 725

BOOK 1441 PAGE 726

BOOK 1441 PAGE 722

DRAWINGS OF

BOOK 1441 PAGE 723

SPANISH VILLAGE CONDOMINIUM

BOOK 1441 PAGE 724

BOOK 1441 PAGE 725

BOOK 1441 PAGE 726

BOOK 1441 PAGE 722

DRAWINGS OF

BOOK 1441 PAGE 723

SPANISH VILLAGE CONDOMINIUM

BOOK 1441 PAGE 724

BOOK 1441 PAGE 725

BOOK 1441 PAGE 726

4, 5, 6  
as survey  
delineate  
the exterior  
and gardening  
area belonging  
thereon  
or with the  
poses of  
ments, but  
as needed  
responsibility  
and exterior  
being up to  
painting and  
maintainance  
Master of the  
the management  
the owner  
and his  
sense.

## EXHIBIT "III"

## GENERAL COMMON ELEMENTS

The land on which the buildings stand, including all of Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Miracle Hills, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, except yard areas included within patios as delineated on the plans attached, which yard areas shall not be common elements; the exterior surfaces of all buildings, except for screening, window glass and exterior doors, including garage doors; the foundations, main walls, roofs, yards and gardens not included within patios as above excepted; drives, walks and parking areas, except parking areas which are delineated on the attached plans as belonging to specific apartments; and all parts of the property and improvements thereon which are not located within the apartments as shown on the attached plans, or within the excluded yard areas and parking areas as above provided. For purposes of clarification, air conditioning compressors or units are not common elements, but are part of the respective apartments, and shall be maintained and replaced as needed by the owner of the respective apartments. Each apartment owner shall be responsible for the repair, maintenance and replacement of all window glass, screening, and 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 such part of the exterior of his apartment as is required by this Master Deed and the By-Laws attached hereto, then the association which shall handle the management of this Condominium Property Regime, 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.

103  
KN

not equal the cost of repairs, the excess cost shall be considered a common element expense to be assessed and collected by Spanish Village Association, Inc., from the coowners of the apartments in Spanish Village Condominium Property Regime; provided, however, that in such case of underinsurance, the coowners may, by unanimous resolution adopted after the date of loss, elect not to repair the damage. In cases where the proceeds of such insurance shall exceed the cost of repair, any excess proceeds of insurance so received and not expended shall be credited to the common element working fund. Nothing herein contained shall prevent the owner of any apartment in Spanish Village Condominium Property Regime from obtaining additional insurance on his apartment at his expense.

in  
re  
a

13) Access. The Board of Administrators and other duly authorized personnel of Spanish Village Association, Inc., shall have the right of access to each apartment within Spanish Village Condominium Property Regime at all reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any common elements accessible from within any such apartment, and to insure compliance by the owner with all of the owner's duties under the Condominium Property Regime.

14) Amendment. These By-Laws and the system of administration set out herein may be amended by coowners representing at least two-thirds of the total basic value of the properties in Spanish Village Condominium Property Regime as set forth in the Master Deed, but each such amendment shall comply with the Condominium Property Act of the State of Nebraska, particularly as to Section 76-815 Revised Statutes of Nebraska. Such amendment shall be executed and acknowledged by the president and attested by the secretary of Spanish Village Association, Inc., and shall be operative upon the recording of such amendment in the office of the Register of Deeds of Douglas County, Nebraska in the manner as provided by law.

EXECUTED this 20<sup>th</sup> day of Oct., 1971.

Lloyd R. Pettegrew  
Lloyd R. Pettegrew

Rose Mary Pettegrew  
Rose Mary Pettegrew

Robert P. Pettegrew  
Robert P. Pettegrew

Ginger K. Pettegrew  
Ginger K. Pettegrew

36

RE

1971 OCT 2

THE STATE OF NEBRASKA  
Douglas County

Entered in Number  
for Record in the  
of Deeds of said County  
Book 1441  
Page 719

@. K. K.

By [Signature]  
MAIL [Signature]  
N 76-112  
Compared



76 - 1024

BOOK 529 PAGE 567

AMENDMENT TO MASTER DEED CREATING  
"SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME"

The undersigned, being all of the coowners of the total basic value of all of the property included within Spanish Village Condominium Property Regime, and pursuant to Paragraph G of EXHIBIT "V" forming a part of the Master Deed creating Spanish Village Condominium Property Regime, which Master Deed was recorded on October 27, 1971 commencing at Book 1441 at Page 719 of the Deed Records of Douglas County, Nebraska, do hereby amend said Master Deed, By-Laws and plans attached to said Master Deed in the following respects:

1. EXHIBIT "I" attached to said Master Deed is amended to the form of the EXHIBIT "I" attached to this document.
2. EXHIBIT "II" attached to said Master Deed, which sets forth the general description and number of each apartment, expressing its area, location and other identifying data, is amended as to pages 1 of 5, 2 of 5, 3 of 5 and 5 of 5 to the form of pages 1 of 5, 2 of 5, 3 of 5 and 5 of 5 of said EXHIBIT "II" attached hereto.
3. EXHIBIT "III" attached to said Master Deed is amended to the form of the EXHIBIT "III" attached to this document.
4. EXHIBIT "IV" attached to said Master Deed is amended to the form of the EXHIBIT "IV" attached to this document.
5. The first sentence of Paragraph F, a part of EXHIBIT "V" attached to said Master Deed, is amended to read as follows: "Except for sales made to Petco, Inc., a Nebraska corporation, Lloyd R. Pettegrew, Rose Mary Pettegrew, Robert P. Pettegrew, or Ginger K. Pettegrew, or any one or more of them, no apartment owner may sell or lease his apartment or any interest therein without the prior written approval of the association."
6. Paragraph 7) of the By-Laws set forth in EXHIBIT "VI" attached to said Master Deed is amended to read as follows:
  - 7) Management. The affairs of Spanish Village Association, Inc. shall be managed by a Board of not less than three (3) nor more than nine (9) Administrators (also known as directors) elected by the members at the annual meeting of the members, the number of Administrators to be set annually by vote of the members at said annual meeting. Vacancies occurring in memberships on such board shall be filled by the remaining administrators. The term of each administrator shall be until the next annual meeting of the members, or until his successor is duly elected and qualified. The Board of Administrators shall have authority for the care, upkeep and surveillance of the buildings and the general and limited common elements or services included in Spanish Village Condominium Property Regime, and shall also have the authority for the designation and dismissal of personnel necessary for the works and the general or limited common services of such buildings. Compensation of administrators and of employees of the association shall be fixed by the Board of Administrators. An administrator may be an employee of the association, and a contract for management of the Condominium Property Regime may be entered into with an administrator or with an entity of which he is a representative or owner. Any administrator may be removed by a majority vote of the members at any special meeting of the members called for that purpose and the vacancy thus created may be filled at such special meeting by the members.

Notwithstanding the foregoing, until December 31, 1976, or until the parties who shall sign the original Master Deed for Spanish Village Condominium Property Regime, as developers, elect in writing to waive their right to elect the administrators (whichever shall first occur), the administrators of Spanish Village

IN WITNESS WHEREOF, this instrument has been executed this 13th day of November, 1973, at Omaha, Nebraska.

Lloyd R. Pettegrew  
Lloyd R. Pettegrew

Rose Mary Pettegrew  
Rose Mary Pettegrew

Robert P. Pettegrew  
Robert P. Pettegrew

Ginger K. Pettegrew  
Ginger K. Pettegrew

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public, personally came LLOYD R. PETTEGREW and ROSE MARY PETTEGREW, husband and wife, and ROBERT P. PETTEGREW and GINGER K. PETTEGREW, husband and wife, to me personally known to be the persons who executed the above and foregoing Amendment To Master Deed Creating "Spanish Village Condominium Property Regime", and they and each of them acknowledge the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County this 13th day of November, 1973.



PAUL A. RAUTH  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
November 12, 1975

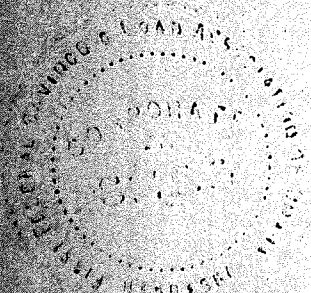
Paul A. Rauth  
Notary Public

APPROVAL AND CONSENT

COMES NOW First Federal Savings And Loan Association of Omaha, Nebraska, mortgagee, and consents to the foregoing Amendment To Master Deed.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF OMAHA, NEBRASKA

By: Robert R. Root  
Title: Ch. Vice Pres.



E X H I B I T "I"

DESCRIPTION OF LAND AND BUILDINGS  
IN  
SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME

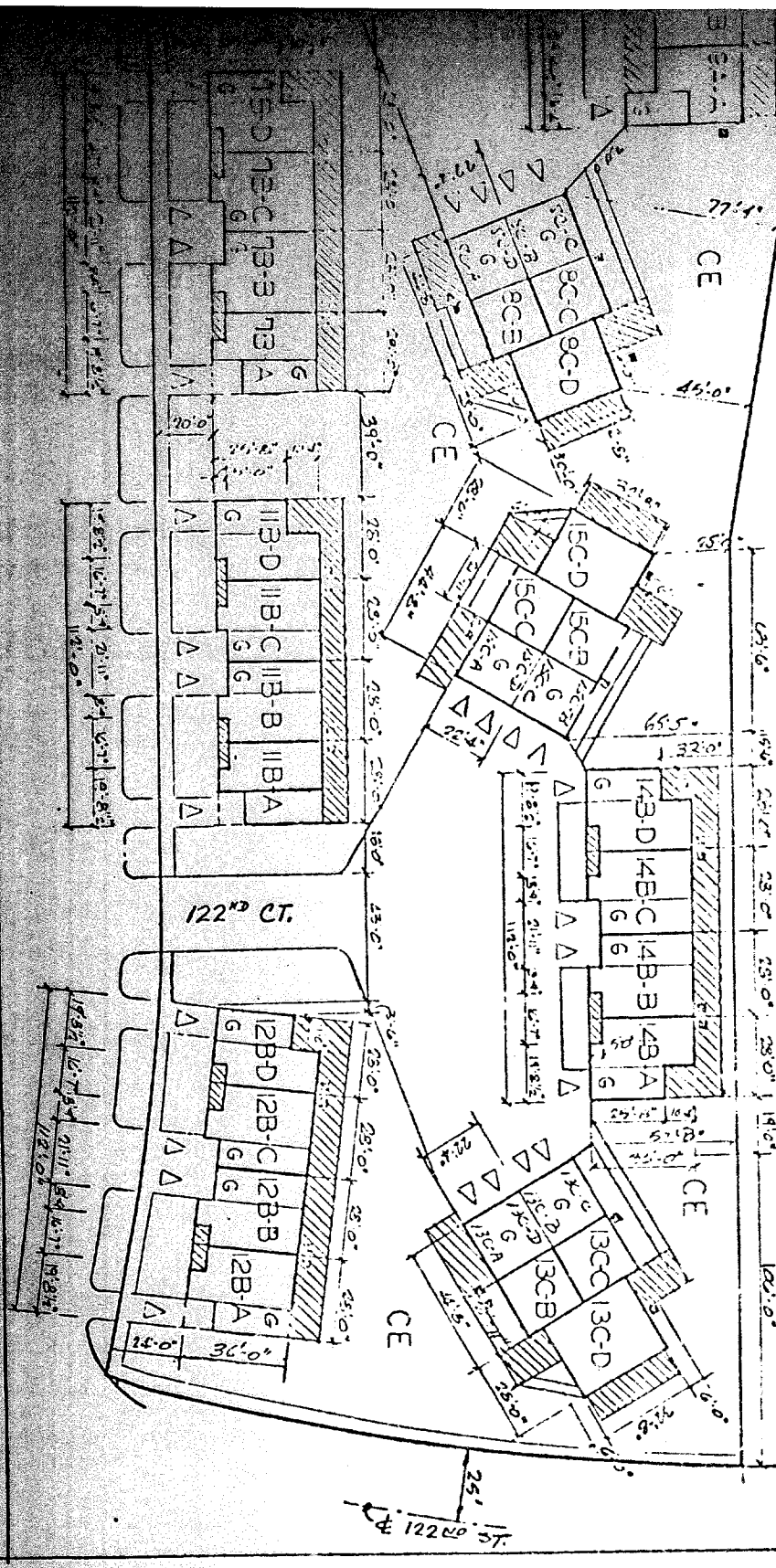
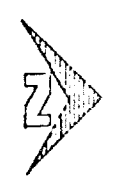
The land included in this Property Regime consists of all of Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Miracle Hills, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, having a total square footage area of 229,498 square feet.

The buildings included in this Condominium Property Regime consist of Fifteen (15) buildings, each containing four (4) apartments, located as shown on Exhibit "II" attached to the Master Deed, said buildings containing a total main floor area of 49,779 square feet. The buildings are numbered from 1 to 15 inclusive, and are described as Building Type A, Building Type B, or Building Type C. The four (4) apartments in each building are described by designation A, B, C and D. Any one apartment is designated by the building number, the type of building, and the letter designation of the respective apartment. Type A buildings have a main floor area of 3,717 square feet; Type B buildings have a main floor area of 3,529 square feet; and Type C buildings have a main floor area of 2,909 square feet.

# SPANISH VILLAGE CONDOMINIUM PROPERTY REGIME

## MAIN LEVEL FLOOR PLAN

EXHIBIT "II" - PAGE 1 OF 5

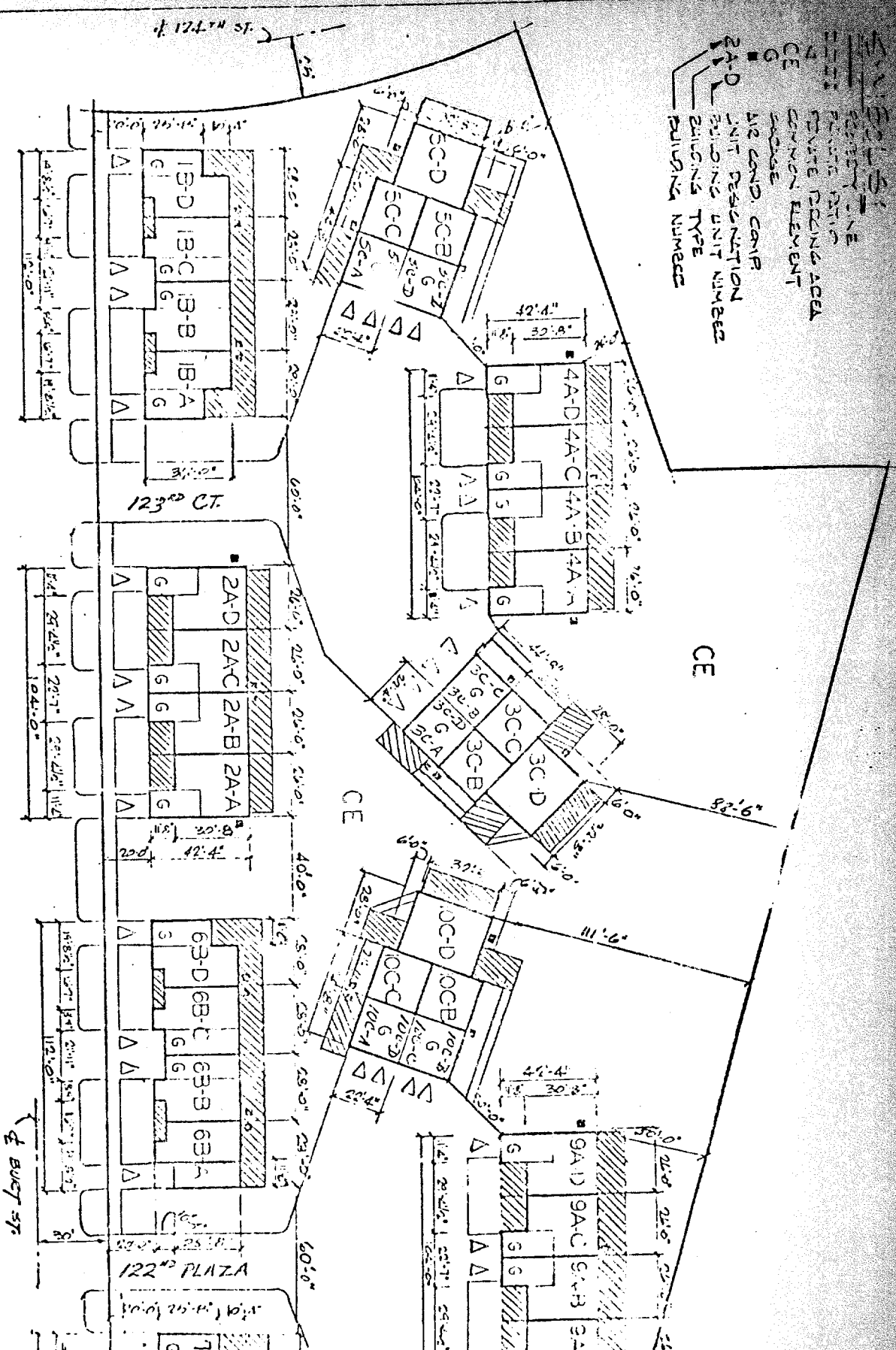


01570 025 1008

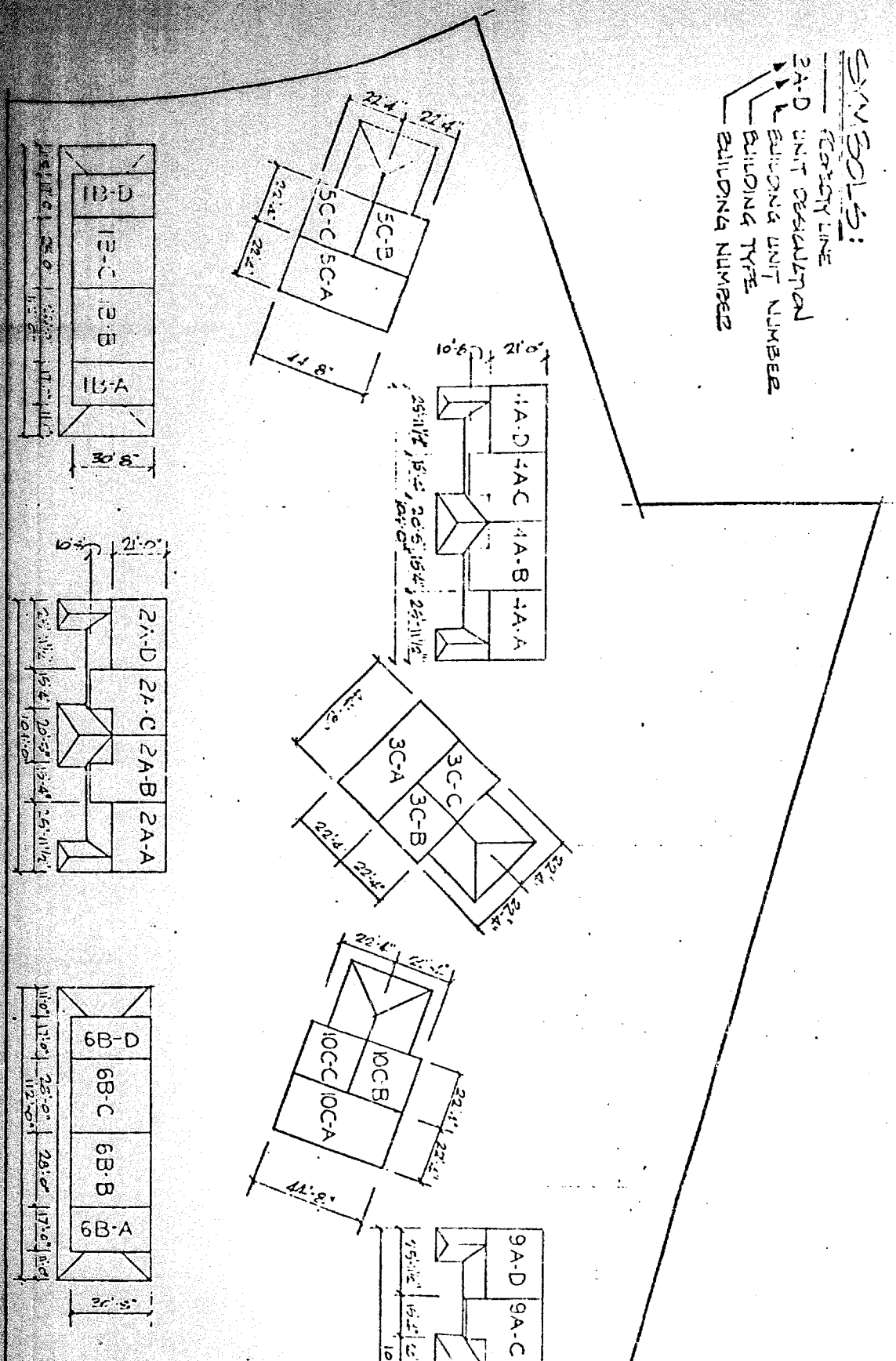


**LEGEND**

[Symbol] AIR COND. CAMP  
 [Symbol] UNIT DESIGNATION  
 [Symbol] BUILDING TYPE  
 [Symbol] BUILDING NUMBER



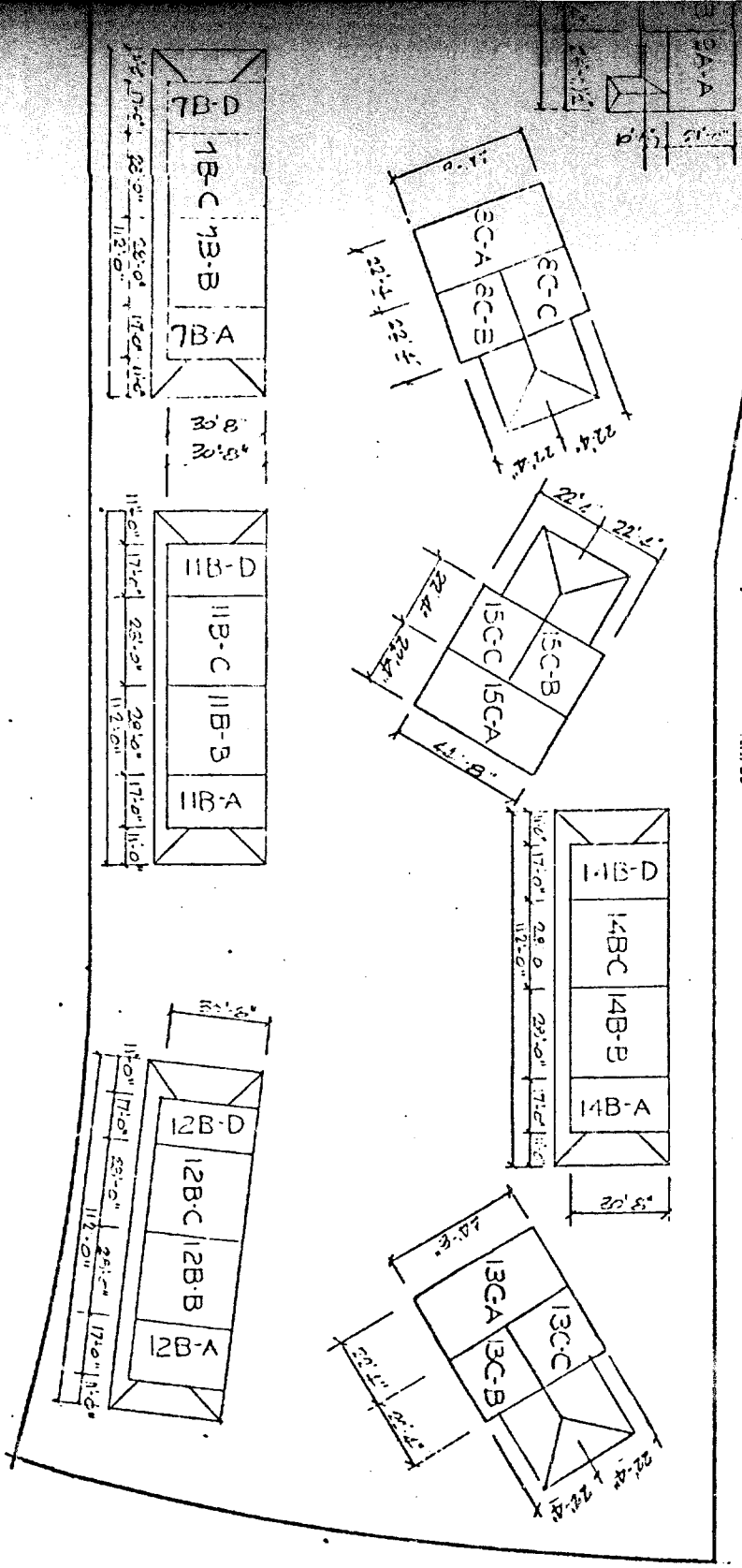
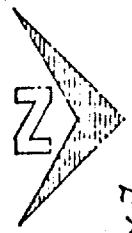
SYMBOLOGY:  
 --- PROPERTY LINE  
 --- 2A-D UNIT DESIGNATION  
 --- BUILDING UNIT NUMBER  
 --- BUILDING TYPE  
 --- BUILDING NUMBER



SPANISH VILLAGE CONDOMINIUM  
PROPERTY REGIME

UPPER FLOOR PLAN

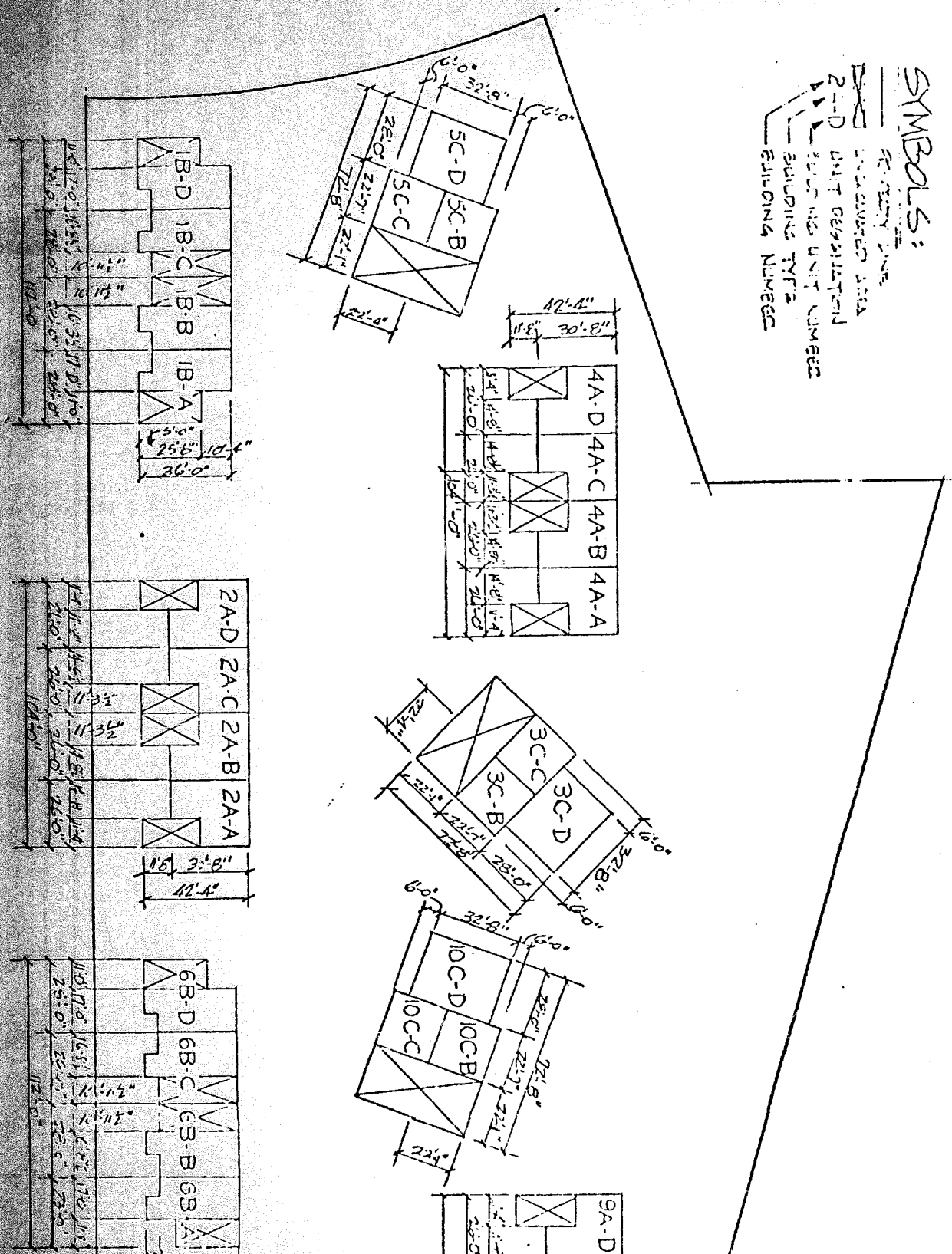
EXHIBIT "II" - PAGE 2 OF 5



529 574

**SYMBOLS:**

- ROOM DIVIDER LINE
- UNASSIGNED AREA
- UNIT DESIGNATION
- BUILDING TYPE
- BUILDING NUMBER





529 4 575

SPANNED MULTIPLE CONDUNITMENT  
PROPERTY REGIME  
LOWER FLOOR PLAN  
EXHIBIT "II" - PAGE 3 OF 5

