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NEBRASKA DOCUMENTARY
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MASTER DEED ESTABLISHING
TUDOR ARMS CONDOMINIUM PROPERTY REGIFT

This Master Deed made this 28 day of January, 1983, by James M. and Regina L. Rothenberg, Trustees, (hereinafter referred to as "Developer"), for themselves, their successors, grantees and assigns.

- *1. Submission of Property. Developer hereby submits the land described in Schedule B annexed hereto, together with the building (as defined in this Master Deed) owned by the Developer (hereinafter called the "Property") to the Condominium Property Act of the State of Nebraska (Sections 76-801 to 76-323, Neb. Rev. Stat. (Reissue 1981). The name by which the condominium is to be identified is TUDOR ARPS CONDOMINIUM PROPERTY REGIME.
- 2. Definitions. The terms used in this Master Deed and in the attached By-Laws shall have the following meanings:
- (a) "Association of Co-Owners" means all of the Co-Owners as defined in Paragraph (h) acting as a group in accordance with the By-Laws.
- (b) "Poard of Administrators" means the persons who are the governing board of the Condominium, elected as such in accordance with the By-Laws.
- (c) "Building" means the building and other improvements located in the Land.
- (d) "By-Laws" means those attached hereto and as amended from time to time.
- (c) "Common Elements," general and limited, means all parts of the Property other than the Units, as more fully set forth in Paragraph 7 of this Master Deed.
 - (f) "Common Expenses" means and includes:
 - (1) All sums lawfully assessed against the Co-Owners;
 - (2) Expenses of administration, maintenance, repair or replacement of the Common Elements, including repair and replacement reserves as may be established;
 - (3) Expenses agreed upon as common expenses by the Association of Co-Owners:
 - (4) Expenses declared common expenses by the provisions of the Condominium Property Act or by this Master Deed or By-Laws;

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- (5) Premiums for insurance policies required to be purchased by the Board of Administrators of the Condominium pursuant to the By-Laws.
- (g) 'Condominium Property Act" means Sections 76-801 to 76-823, Neb. Rev. Stat. (Reissue 1981).
- (h) "Co-Owner" means any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns fee simple title to a Unit.
- (i) "Land" means the real property described in Schedule B of this Master Deed, exclusive of the Building, containing approximately 22,165 square feet of land.
- (j) "Majority of the Co-Owners" means the Co-Owners of more than fifty percent (50%) of the aggregate percentage interests. Any specified percentage or proportion of the Co-Owners means the Co-Owners of such number of percentage interests in the aggregate.
- (k) "Managing Agent" means a professional managing agent employed by the Co-Owners to perform such duties and services as the Board of Administrators shall authorize in conformance with this Master Deed and the By-Laws.
- (1) "Mortgage" shall mean and include deeds of trust and "mortgagee" shall mean and include trustees and beneficiaries of deeds of trust.
- (m) "Percentage Interest" means the percentage interest of each Unit in the Common Elements as set forth in Schedule A attached hereto.
- (n) "Limited Common Floments' means those common elements which are reserved for the use of specific units to the exclusion of all other units.
- (o) "Property" means the Land and the Building, all other improvements and structures thereon, and all easements, rights and appurtenances belonging thereto or any of them alone, and all articles of personal property intended for use in connection therewith.
- (p) "Rules and Regulations" means those rules and regulations adopted from time to time by the Board of Administrators that are deemed necessary for the enjoyment of the Condominium provided they are not in conflict with the Condominium Property Act, the Master Deed and the By-Laws.
- (q) "Unit" means an apartment as defined by the Condominium Property Act, and consists of any one of those parts of the Building which is separately described on the Plat of Condominium Subdivision, in Schedule B actached hereto, as "Unit" followed by a number, and in Paragraph 6 of this Master Deed.

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3. Name of Condominium. This Condominium shall be known as the "Tudor Arms Condominium Property Regime."

4. Building.

- (a) Number and Location of Building. There is one (1) Building located on the Land which has three (3) structural stories above the ground and a partial basement, each story contains approximatly 9,362 square feet. The location of the Building on the Land is shown on the Plat of Condominium Subdivision.
- (b) The building contains twenty-four (24) Units. The principal materials of which the Building is constructed are masonry walls with brick and stude exteriors, plasterboard ceilings and interior walls, concrete slab basement floor and concrete surface first, second, and third floors. There are surface actomobile parking areas adjacent to the Building and there are eleven (11) built-in garage stalls.
- 5. Units. Annexed hereto and made part hereof as Schedule A is a list of all Units in the Building, their unit designations, location, approximate areas, the value of the Property and of each Unit, and the Percentage Interest of each Unit is the Common Elements determined on the basis of the proportion which the value of each Unit bears to the value of the Property, as of the date of filing of this Master Deed, said values having been estimated by the Developer. The values set forth on Schedule A are solely for purposes of determining Percentage Interests of the Unit Co-Owners, and shall not fix the fair market value of the Units for any other purposes
- 6. Dimensions of Units. Each Unit consists of the space measured horizontally between the unpainted surface of the Unit side or inside of the drywall enclosing such Unit, and the space measured vertically from the surface of the concrete floor of such Unit to the plane of the bottom of the joists above. In addition, included as part of a Unit are: (a) The front entrance door of a Unit: (b) all windows of a Unit; (c) inner partitions, unless they are load-bearing walls; and (d) sinks, bathtubs and other plumbing fixtures, refrigerators, evens, and other appliances located in the Unit and serving solely the Unit.

7. Common Elements.

The General Common Elements consist of the entire Property (including all parts of the Building other than the Units and Limited Common Elements) and included without limitation, the following:

- (a) The Land described in Schedule B;
- (b) All foundations, main walls, load-bearing walls, roof, halls, lobbies, stairways, and entrances and exits of the building;

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- (c) The basement, yards and gardens;
- (d) The compartments or installations of central services such as power, light, gas, cold and hot water, water tanks, pumps, boilers and pipes.
- (e) In general, all devices or installations existing for common use;
- (f) Courtyard, fountain, sidewalks, driveways and parking
- (g) All other elements of the Building rationally of common use or necessary for its existence, upkeep and safety.
- 8. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur after the recording of this Master Deed as a result of settling or shifing of the Building, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Building shall stand. In the event the Building, the Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Euilding shall stand.
- 9. Pipes, Ducts, Cables, Wires, Conduits, Public Utility
 Lines and Other Common Elements located Inside of Units; Support.
 Each Co-Owner shall have an easement in common with Co-Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Co-Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Administrators shall have a right to access of each Unit to inspect the same, to remove violations therefrom and to maintain repair or replace the Common Elements contained therein or elsewhere in the Building. Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Elements.
- 10. Units Subject to Master Deed, By-Laws and Rules and Regulations. All present and future Co-Owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the By-Laws and the Rules and Regulations, as they

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may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Co-Owners, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

- Amendment of Master Deed. This Master Deed may be amended by vote of at least 66 2/3% of the Co-Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded among the land records of Douglas County, Nebraska. Provided, however, the Percentage Interests shall not be changed except by unanimous consent of all the Co-Owners, which change shall be evidenced by an appropriate amendatory declaration to such effect recorded among the land records of Douglas County, Nebraska. The Developer reserves the right to establish easements, reservations, restrictions, exceptions and exclusions consistent with the condominium ownership of the Condominium Regime and for the best interests of all of the apartment owners, including Developer, in order to serve the entire Condominium Regime and to supplement or amend this Master Deed, or as amended, or the attached By-Laws, or as amended, without approval of the other Co-Owners required herein, until Developer or its assignees releases control of the Association or upon sale by Developer of the fifteenth apartment unit, whichever occurs first. Developer further reserves the right so long as it is the owner of any unsold apartment, to change the price or terms of sale of any such apartments. No change in the price of an apartment, however, will vary the percentage of interest in the Common Elements for that apartment in the Condominium Regime. The Developer may at any time sell, assign, transfer, lease or rent all or any of its rights and obligations herein.
- 12. Value of Property and Each Apartment. The value of the property and of each apartment, and according to these basic values, the percentage appertaining to the Co-Owners in the expenses, including taxes, of and rights in the elements held in common are shown on Exhibit "A" annexed hereto and by this reference incorporated as if fully set out herein.
- 13. Authority to Lease and Use. During the period of sale by the Developer of any apartments the Developer and their agents, employees, contractors and subcontractors shall be entitled to ingress to and egcess from the Building and Property as may be required for purposes of the sale of apartments. While the Developer owns any of the apartments and until each apartment sold by it is occupied by the purchasers, the Developer and its

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employees may use and show one or more of such unsold or unoccupied apartments as model apartments and may use one or more of such unsold or unoccupied apartments as a sales office and may maintain customary signs in connection therewith. The Developer during such period of sale and thereafter shall have the right to lease, rent or purchase one or more Units or use same for building personnel or its own purposes.

- 14. Covenants, Conditions and Restrictions. The following covenants, conditions and restrictions relating to this Condominium Regime shall run with the Land and bind all owners, tenants or such owners, employees and any other persons who use the Property. The Developers may themselves provide for or form an entity for the management of the Condominium Regime. The general Common Elements are for the use and enjoyment of all owners. The ownership of the Common Elements shall remain undivided, and no person or 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 owners and users shall be bound thereby. Association shall have the sole jurisdiction over and responsibil by for making alterations, improvements, repairs and maintenance of the Common Elements, both general and limited. The share of an owner in the general Common Elements is appurtenant to his condominium apartment and is inseparable from condominium apartment ownership. Assessments against owners for insurance, Common Element expenses, Common Element reserves and for other expenses incurred pursuant to the By-Laws shall be paid within ten (10) days after the date when due. All such sums not paid within the said ten (10) day period shall bear interest at the rate fixed by the Association from time to time from due date until paid. If any 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 owner's interest in his condominium apartment and in the property, and upon the recording of such lien by the Association in the office of 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 condominium apartment and except prior duly recorded mortgage and lien instruments. Said lien, together with interest, court costs and measonable attorney's fees, may be foreclosed in an action in equity against the interest of the owner in the condominium apartment against which the subject assessment was levied. The payment of assessments shall also be the personal obligation of the owner of each condominium apartment and may be recovered in an action at law, together with interest, court costs and reasonable attorney's fees. In the event of payment and satisfaction of a lieu filed of record, the Association shall forthwith file with the Register of Deeds a release of same.
 - (a) Each owner shall be responsible for the following:
 - (a.1) To maintain repair and replace at his

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- (a.2) If he owns a garage, to maintain, repair and replace at his expense all portions of his garage, including his garage door.
- (a.3) To refrain from painting, decorating or changing the appearance of any portion of the exterior of the condominium apartment building unless approved by the Association in writing.
- (a.4) To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.
- (b) Each condominium apartment shall be used and occupied only as a residence and for no other purpose, except Unit L, and until September 1, 1985, except Unit 20. No condominium apartment may be subdivided into a smaller unit.
- (c) Each garage unit shall be used and occupied for the purpose of parking or storing motor vehicles or other items in accordance with such rules and regulations as the Association may prescribe. No business or commercial entity shall be conducted or maintained in any garage unit.
- (d) No practice or use shall be permitted on the condominium property or in any condominium 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 condominium apartment shall be kept clean and sanitary and no use thereof shall be made which constitutes a violation of laws, zoning ordinances, governmental regulations or regulations of the Association.
- (e) No structures of a temporary character, basements, tents, shacks, barns, out-buildings, or trailers of whatever description shall be built, erected or placed on the lands described herein, either temporarily or permanently, except as required by the Developer.
- (f) No recreational vehicles of any description, including but not limited to, boats, motor homes, campers, motorcycles, and all-terrain vehicles, shall be maintained, stored or kept on the lands described herein, or adjacent to the west entrance to the Building, unless housed completely within a garage.
- (g) No animals of any kind shall be raised, bred or kept in any Unit, except that dogs, cats, or other household pets may be kept, subject to the rules and regulations established from time to time by the Association.
- (h) Trash, garbage and other waste shall be kept only in suitable containers and shall be disposed of in a clean sanitary manner as prescribed from time to time in rules and regulations established by the Association.

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- 15. No Revocation or Partition. The Common Elements shall remain undivided and no Co-Owner or any other person shall bring any action for partition or division thereof, except in the event of the destruction or condemnation of more than three-fourths (3/4) or more than three-fourths (3/4) of the building. Except in the event of condemnation or destruction of the property to the Condominium Property Regime shall not be waived or revoked unless three-fourths (3/4) of the Co-Owners and the mortgagees of all of the mortgages covering the Units agree to such revocation or waiver.
- Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between the Master Deed and the By-Laws, the terms of the Master Deed shall prevail.
- 17. Waiver. No provision contained in this Master Deed shall to deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 18. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Executed by Developer the day first above written.

Sames M. Rothenbery, Hustee

Key no. L. Kolhenberg, Trustee

By: James M. Lellerberg, ATTORNEY in the TREET

Regina L. Rothenberg, Trustee

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

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Before me a notary public qualified for said county personally came James M. Rothenberg, Trustee, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Notary Public Public

A GENERAL HOTARY-State of Hatranta

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STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me a notary public and qualified for said county personally came Regina L. Rothenberg, Trustee, by James M. Rothenberg, Attorney In Fact, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntarily act and deed.

Witness my hand and notarial seal on January 28 1983.

Notary Public July

A GENERAL HOTARY-State of Nobriska ROBERT M. ZUBER My Coran Exp. Aug. 8, 1584 FLO

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· FLOOR	UNIT	APPROXIMATE AREA (SQ FT)	CONDOMINIUM VALUE	PERCENTAGE INTEREST
First	1	788	\$43,900	2.91
First	2	1,060		4.57
First/Second	3	1,626	68,900	5.97
Second	4	1,083	89,900	4.57
Basement	Š	1,027	66,900	2,32
Third	6	1,126	35,0 00 6 9,900	4.64
First	7	837		3.05
First	8	1,147	45,900 66,900	4,64
Second	ğ	638	45,960	2.05
Second	10	1,146	65 000	4.44
Third	îi	860	66,900 (6,600	3.05
Third	12	J ,167	45,900	4. 64
First	14	841	69,900	3.05
First	is		45,900	
Second	16	1,158	66,900	4,4 4
Second	17	840	45,900	3.05
Third	18	1,150 ecc	66,900	4.4t;
Third	19	866 1 1 2 5	45,900	3.05 4.64
First	20	1,176 1,172	69,900	4.31
First/Second	21	1,579	65,000	5.97
Second	22	1,099	89,(3)	4,57
Third	24	1,143	68,900	4.57 4.04
Third	25	£33	69,900	
Lower			47,900	3.18
	<u>L</u>	1,185	65,000	4.31
TOTAL	24	25,744	1,465,900	97.30
FLUS:	Built-	in Garage Stalls		
Garage	A	3,500		000
-	В	3,500		.023
	С	3,500		.023
	D	3,500		.023
	3.	3,500		.023
	F	3,500		.023
	G	3,500		.023
	H	3,500		.023
	I	3,500		.023
	J	3,500		.023
	K	5,500		.023
	• 7			.036
		. Total Garages	40,500	2.70
Total Value	of Entire	Condominium Regime		
	'a BULLE	Condominium Regime	\$1,506,400	100.00

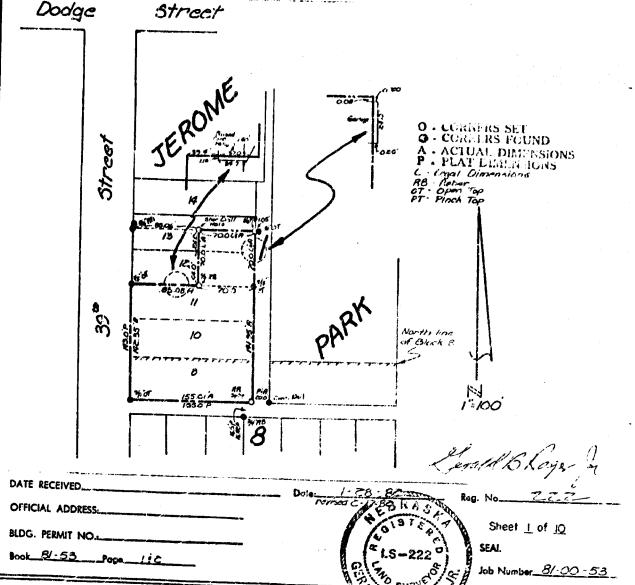
LAND SURVEYOR'S CERTIFICATE

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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 Lond Surveyor under the laws of the State of Nebraska.

Legal Description

Lot 8, Block 8, and Lots 10 and 11, Block 1, and the East 70 feet of Lot 12 and the East 70 feet of the South 26 feet of Lot 13, Block 1, all in JEROME PARK ADDITION to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska.



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Lot 8, feet of

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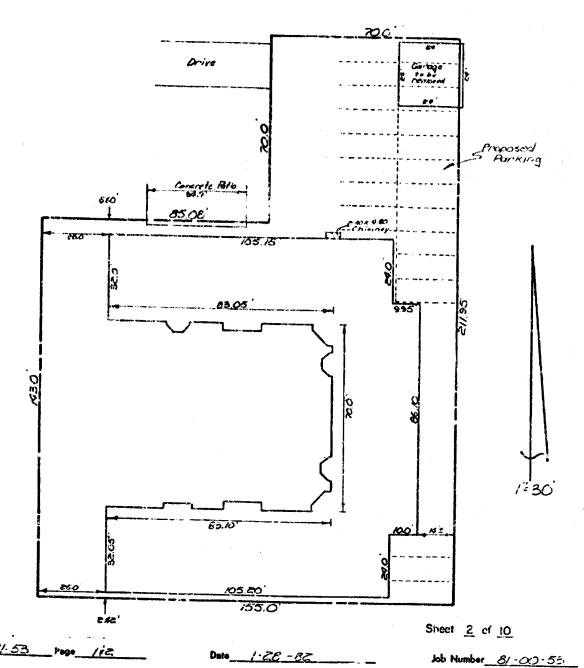
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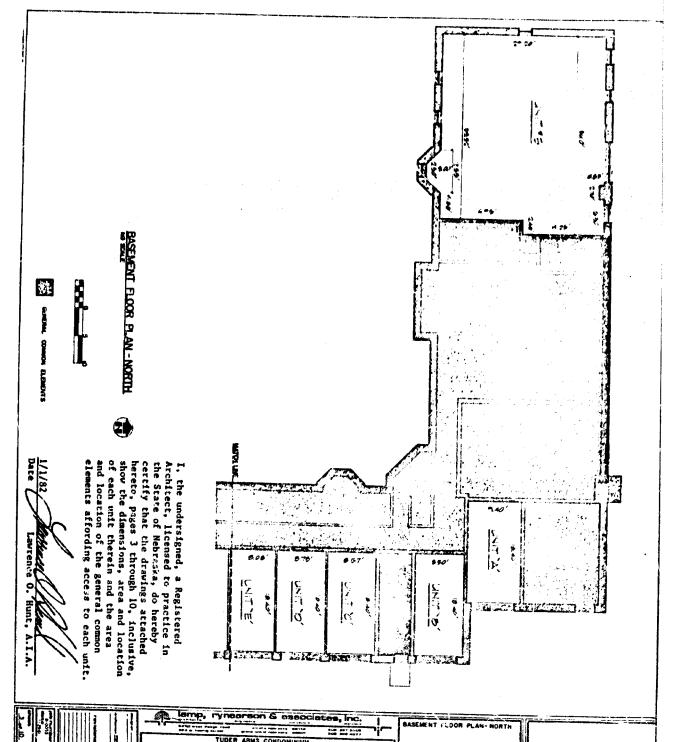
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Lot 8, Block 8, and Lots 10 and 11, Block 1, and the East 70 feet of Lot 12 and the East 70 feet of the South 26 feet of Lot 13, Block 1, all in JEROME PAPK ADDITION to the City of Omaha as surveyed, platted, and recorded in Douglas County, Nebraska.

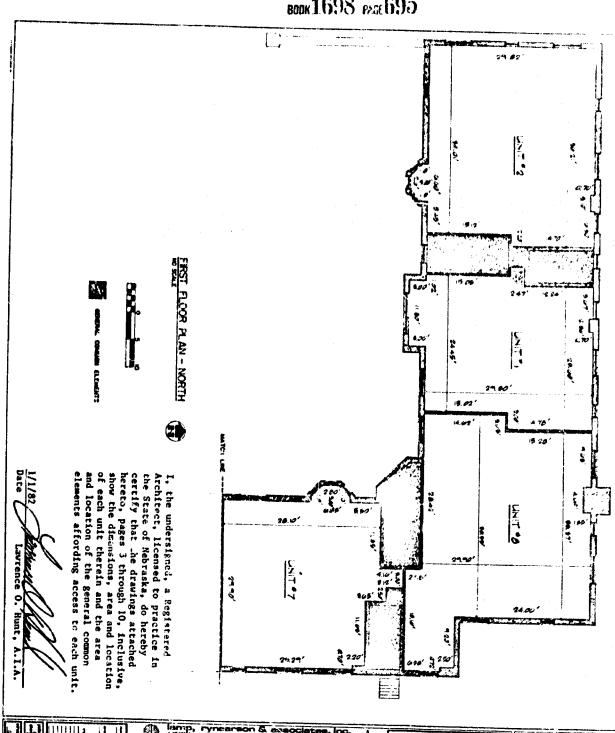


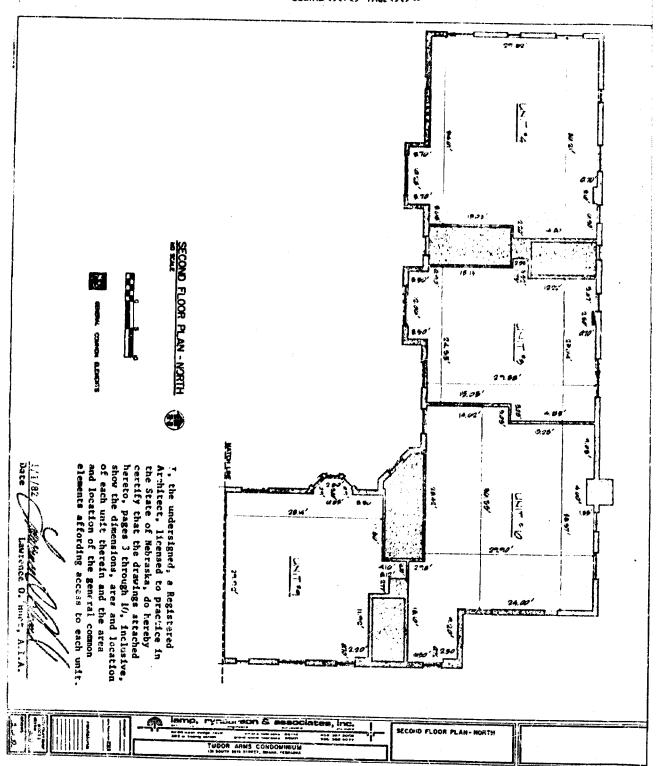
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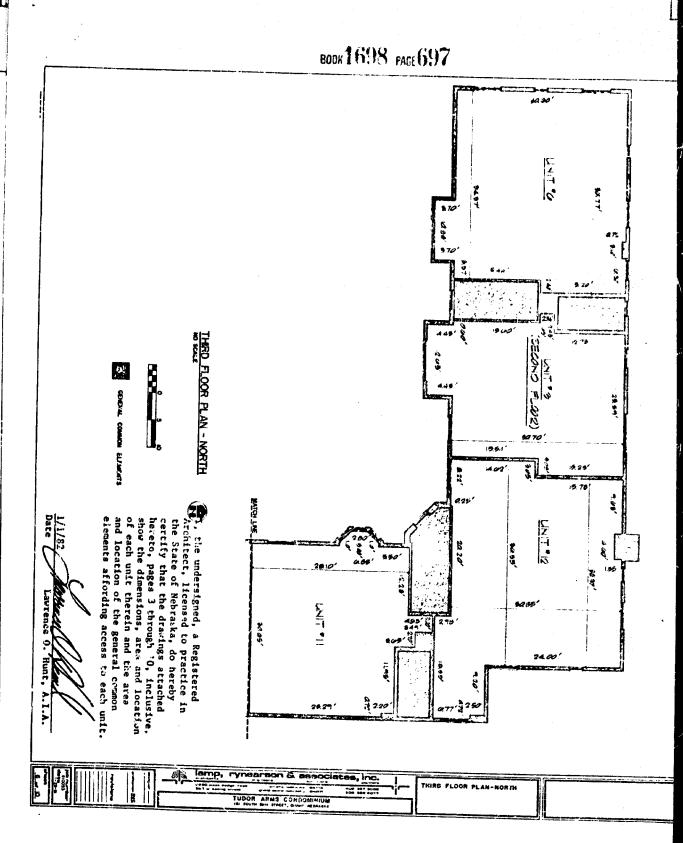
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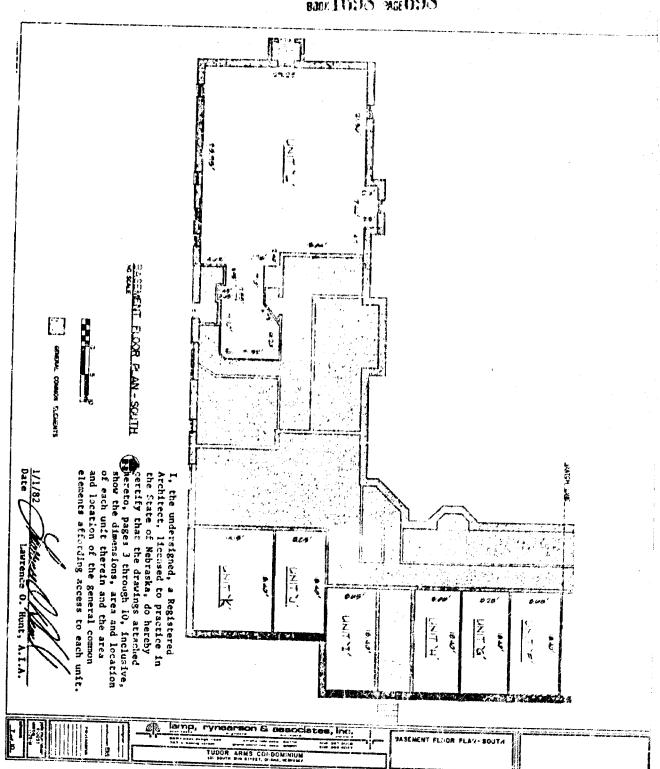
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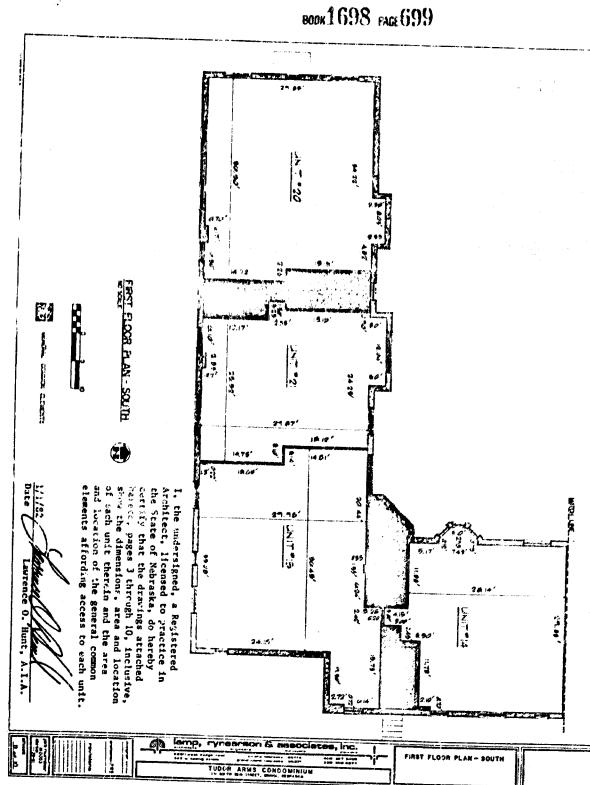
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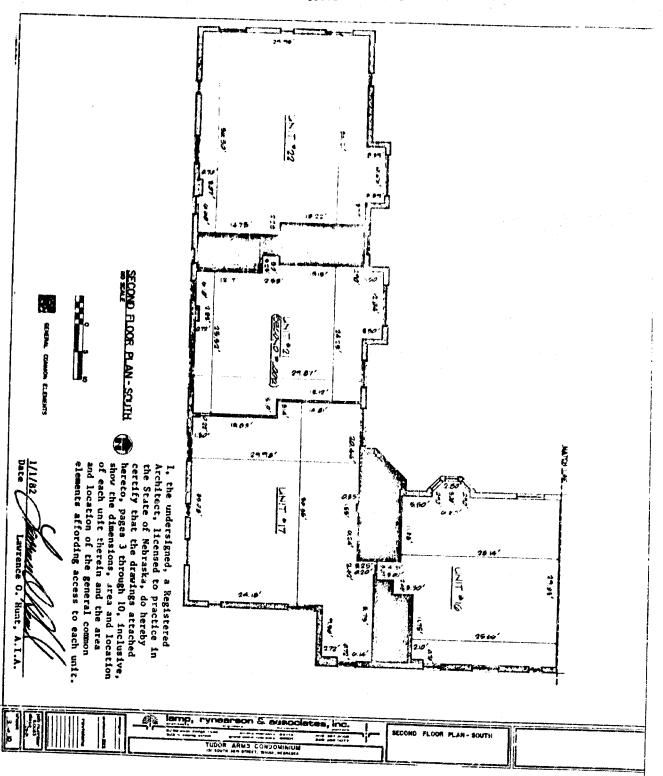




12.00

Lawrence U. Hunt, A.I.A.





LANTENCE O. Hunt, A.I.A.

