

**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

<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

- (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...


1922 no 540

(1) 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. FULLER
 Notary Public, State of Neb.
 My Commission Expires
 January 12, 1926

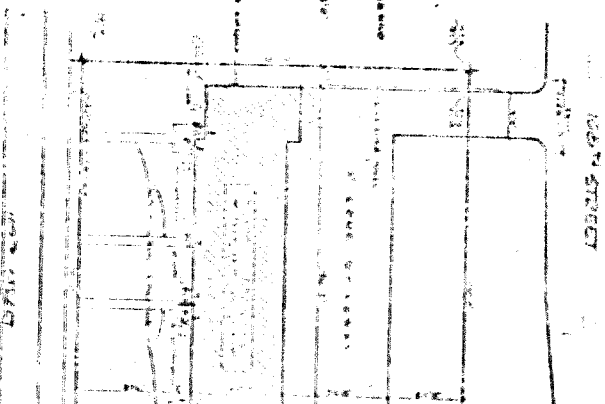
PROPOSED TOWNHOU

T A U L B O R G B R

TO BE LOCATED BETWEEN 107TH & 108TH STREETS AT CURVING

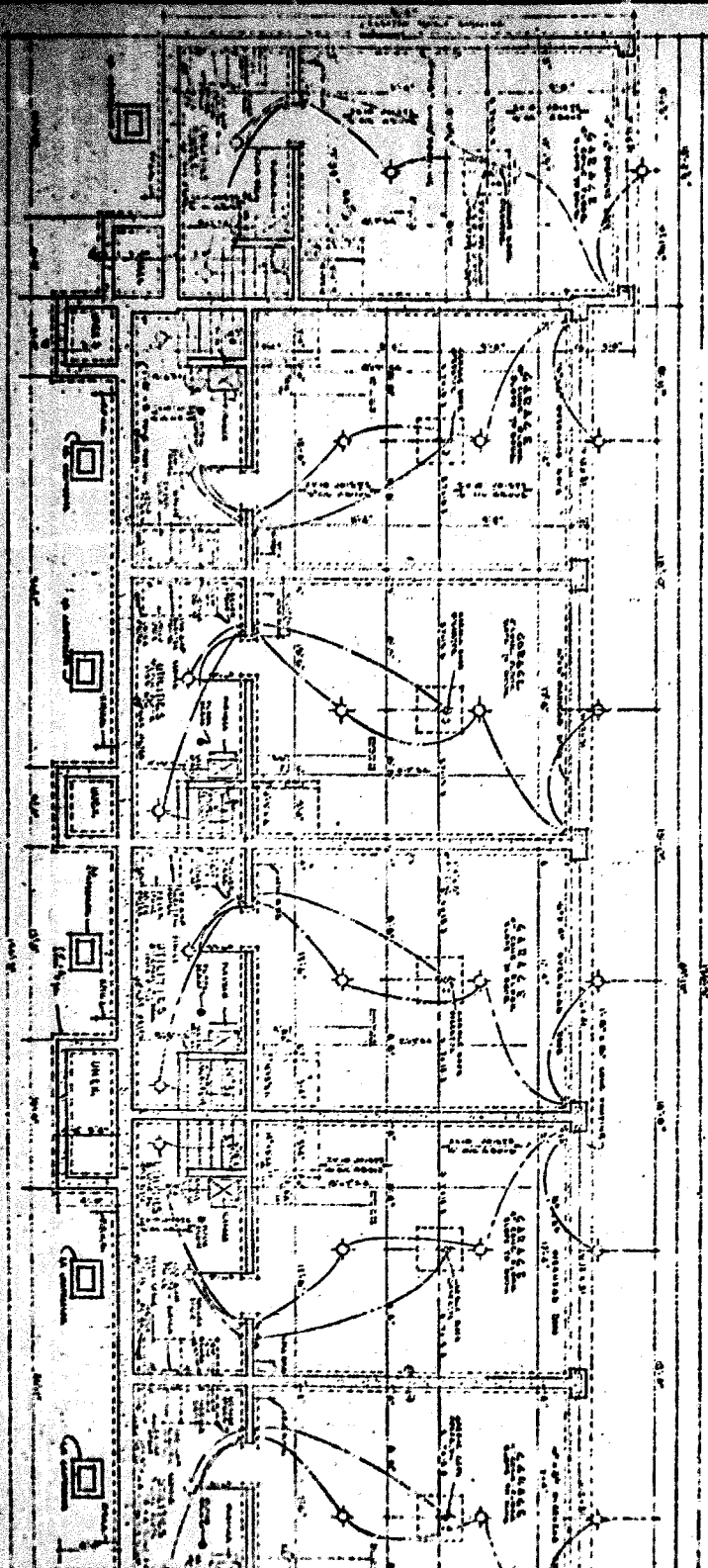
TEIG & OLSEN
ARCHITECTS
1510 W. W. BLDG. OMAHA

BUILDING STATISTICS
PROPERTY LOCATION
PERIOD VALUE
DATE ACQUIRED
DATE OF SALE
DATE OF CONSTRUCTION
DATE OF REPAIRS
DATE OF ALTERATIONS
DATE OF DEMOLITION
DATE OF OCCUPANCY
DATE OF EXPIRATION



6-10-1914

BASEMENT PLAN



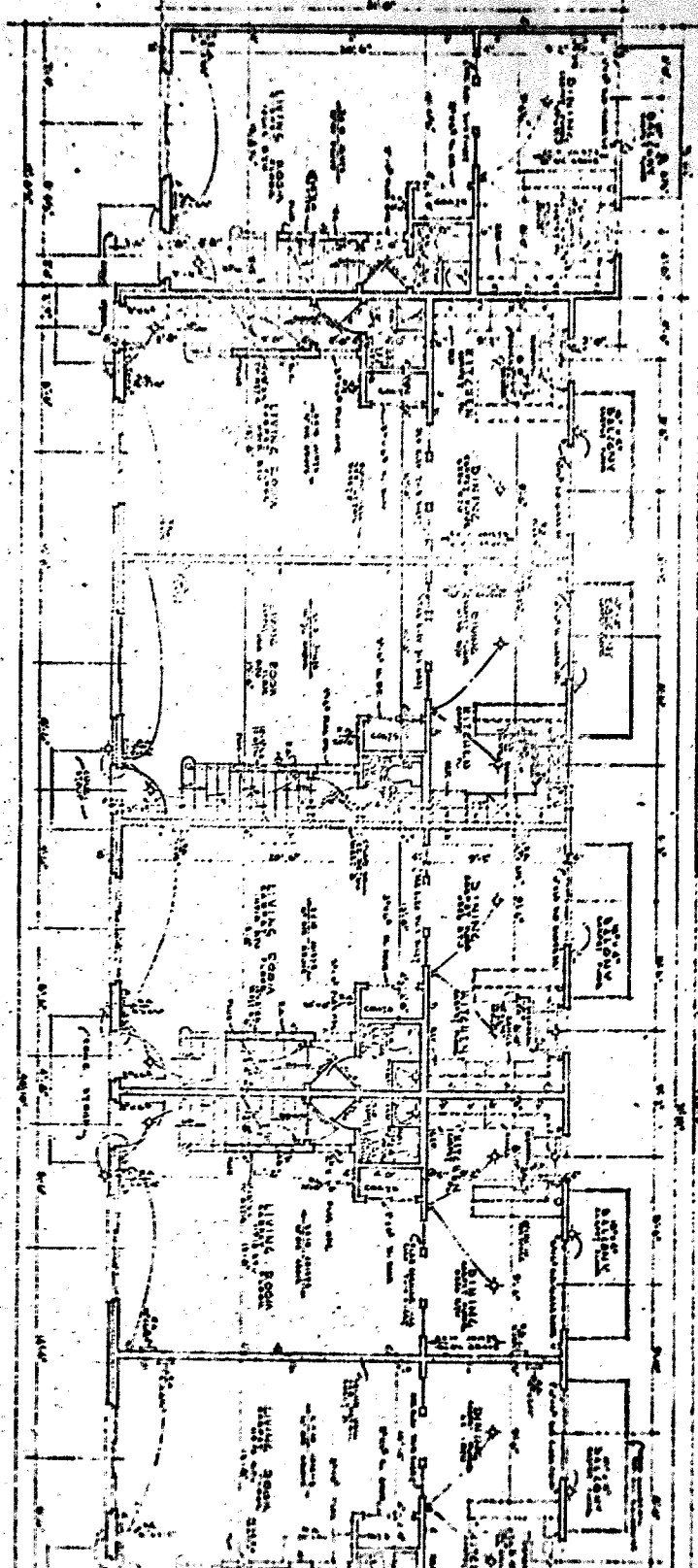
HEATING NOTES

1. The low water to heat space and water
 2. The water to heat space and water
 3. The water to heat space and water
 4. The water to heat space and water

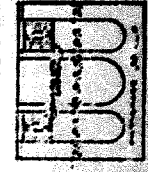
GENERAL NOTES

1. All work shall be done in accordance with the
 2. All work shall be done in accordance with the
 3. All work shall be done in accordance with the
 4. All work shall be done in accordance with the

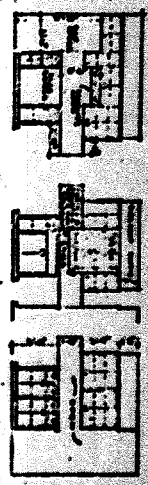
FIRST FLOOR PLAN



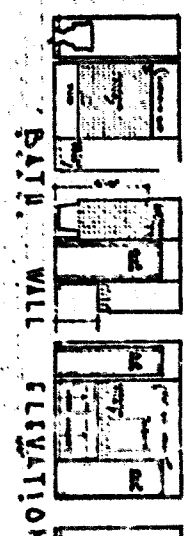
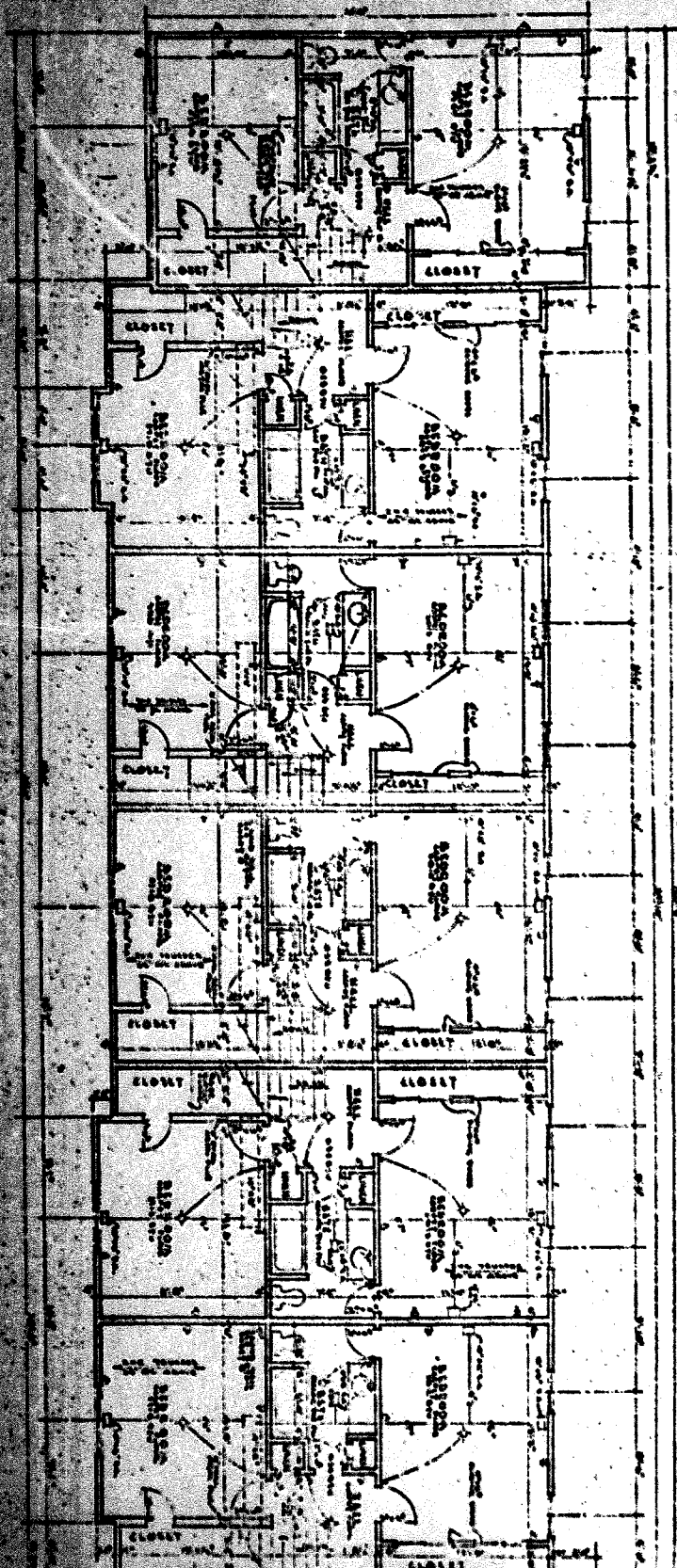
LIVING ROOM WALL ELEVATION



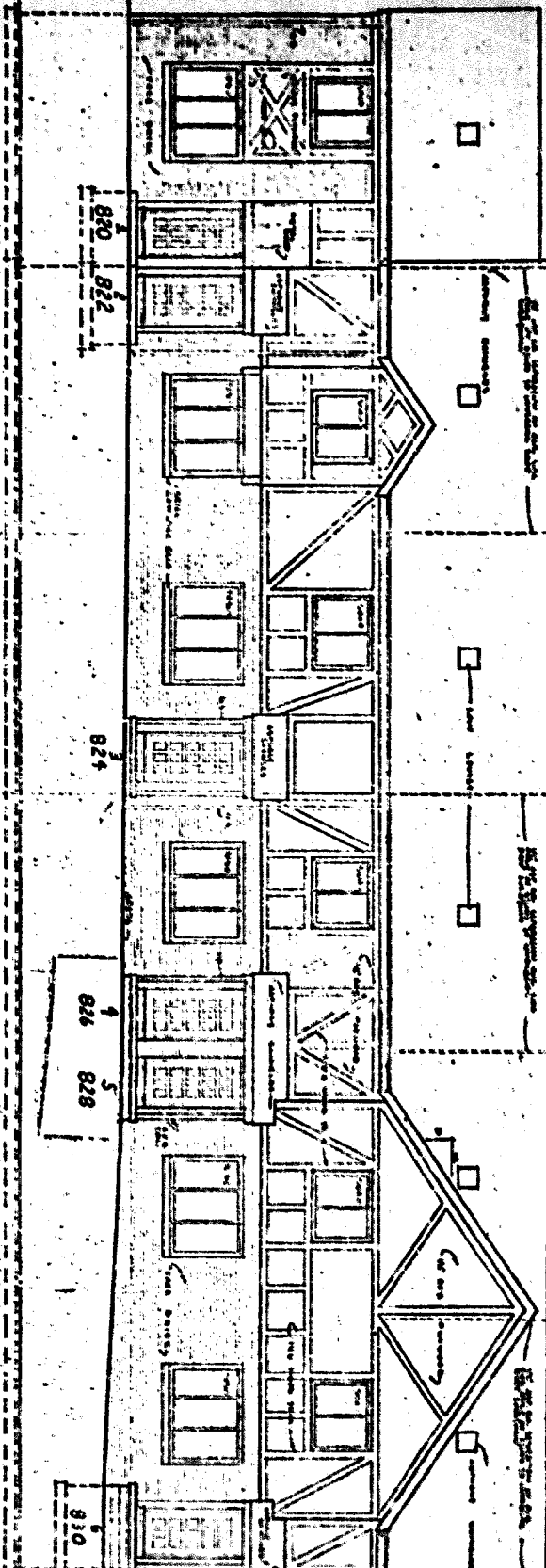
KITCHEN WALL ELEVATIONS



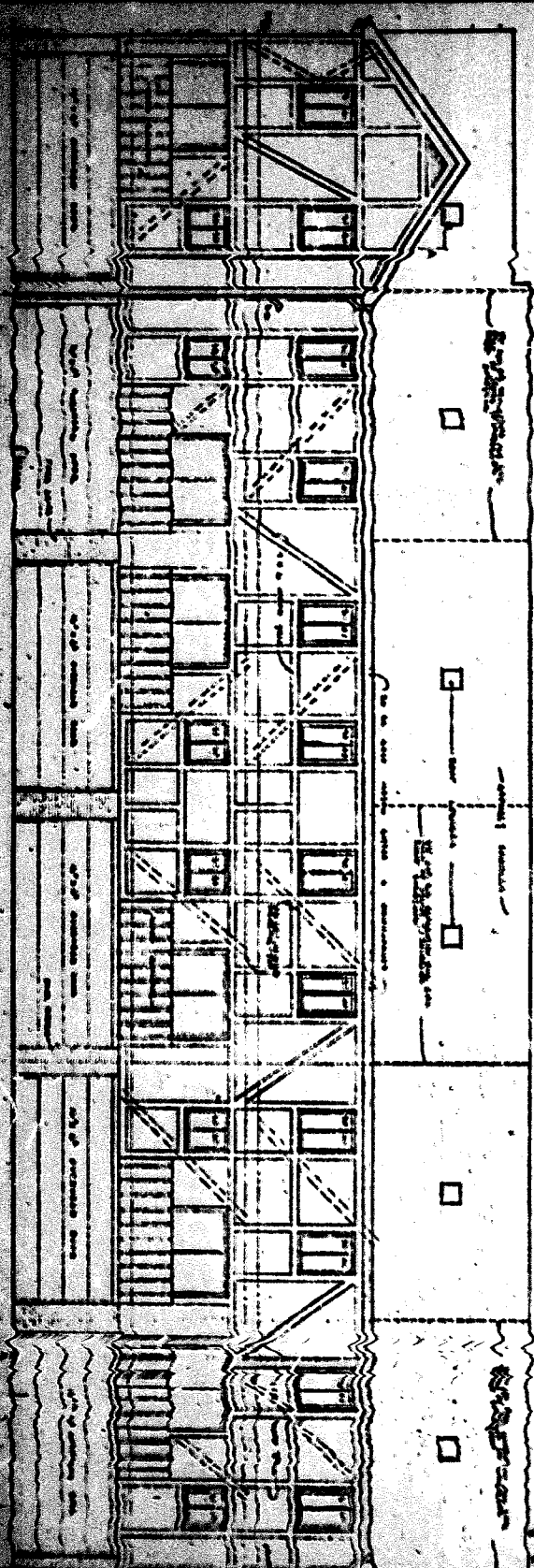
SECOND FLOOR PLAN



EAST ELEVATION

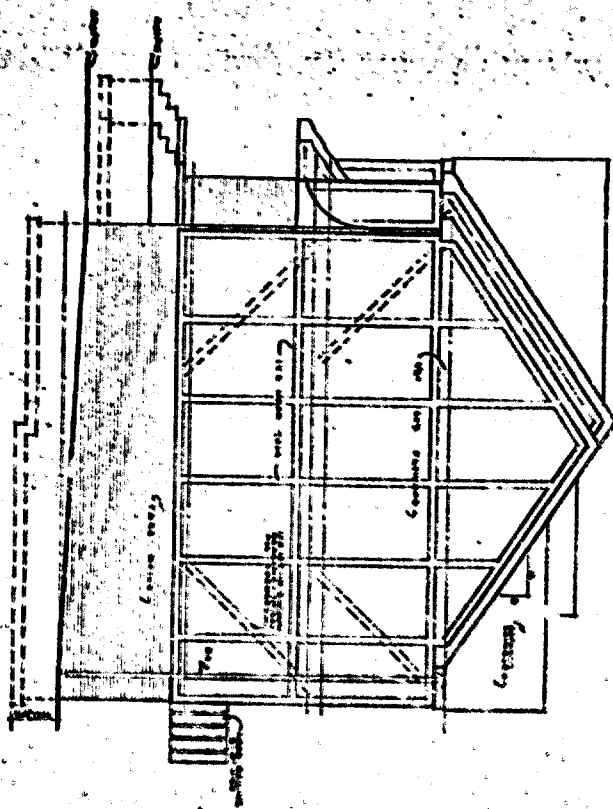


WEST ELEVATION

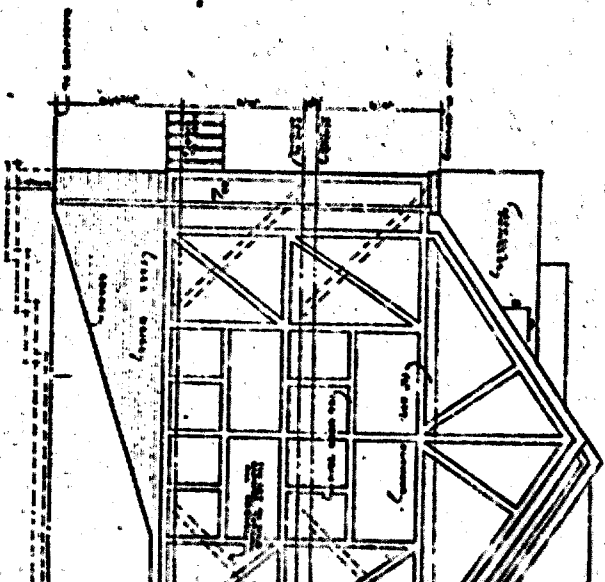


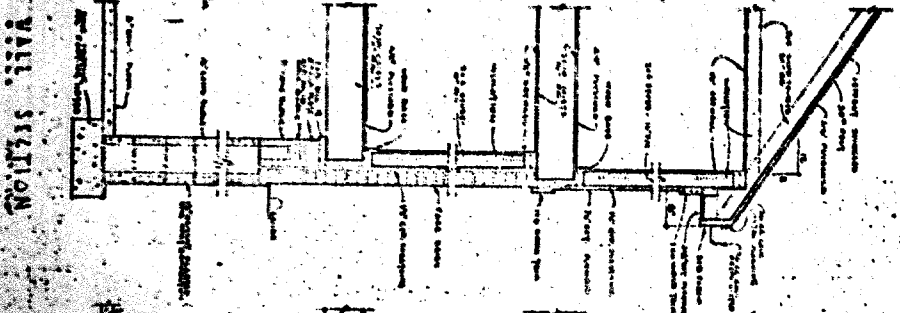
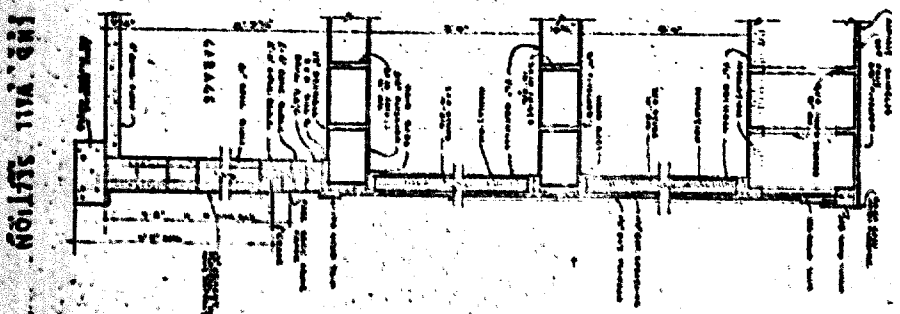
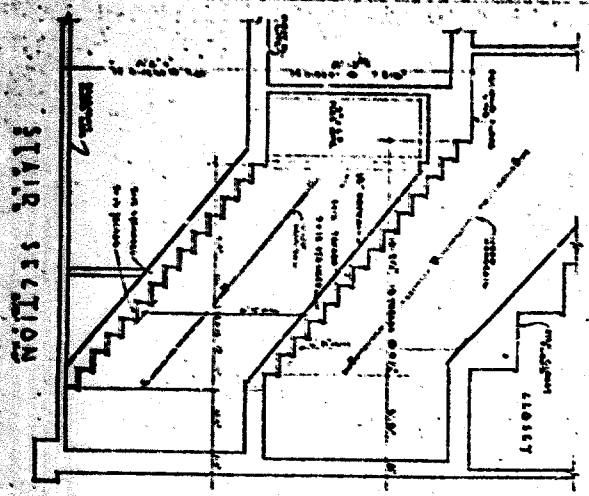
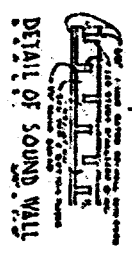
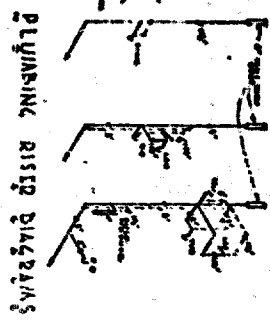
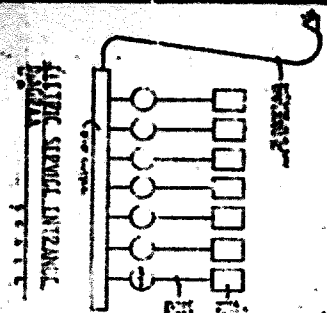
211

NORTH ELEVATION



SOUTH ELEVATION





Handwritten notes and markings on the left margin, including a large number '16' and some illegible scribbles.

76 - 330 / 331

BOOK 1538 PAGE 717

**CORRECTION TO
MASTER DEED
TO TAULBORG BROTHERS BUILDERS CONDOMINIUM PROPERTY
REGIME NUMBER 2**

This correction to the Master Deed creating Taulborg Brothers Builders Condominium Number 2 made this 26th day of February 1976 by Taulborg Brothers Builders, a Co-partnership (owners of Apartment Nos. 1, 2, 3, 5, & 7) and Martin F. Sears and Carleen Sears (owners of Apartment No. 6) being owners of all of the property comprising the condominium regime more particularly 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.

The owners desire to correct paragraph 6 of the Master Deed which is filed at Book 1522 Page 537 to 548 inclusive and page 545 of the Master Deed to properly reflect the correct addresses of the apartment units.

NOW THEREFORE, the above owners declare as follows:

(1) That paragraph 6 of the Master Deed be corrected to read as follows:

<u>APARTMENT NO.</u>	<u>BASIC VALUE</u>	<u>PERCENTAGE INTEREST</u>
1 - 824 North 107th Avenue	\$27,950.00	14.43
2 - 826 North 107th Avenue	\$27,600.00	14.26
3 - 828 North 107th Avenue	\$27,350.00	14.13
4 - 830 North 107th Avenue	\$27,700.00	14.13
5 - 832 North 107th Avenue	\$27,700.00	14.31
6 - 834 North 107th Avenue	\$27,700.00	14.31
7 - 836 North 107th Avenue	\$27,950.00	14.43

(2) That the part of the Master Deed filed at Book 1522, page 545 setting forth addresses to apartment units be amended in conformance with the attached corrected addresses, which attachment is marked Exhibit "A", and incorporated herein by this reference.

This correction shall not be construed to amend, alter, or correct any other term or declaration of the Master Deed, dated January 24, 1976, and filed of record June 9, 1975, at Book 1522, pages 537 to 548 inclusive.

1538 718

TAULBORG BROTHERS BUILDERS
A Co-partnership

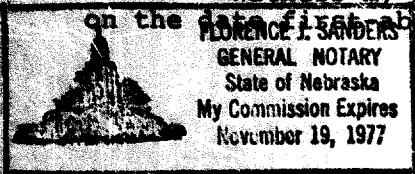
By Bernard Taulborg
Bernard Taulborg

John H. 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 Correction to 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.



Florence J. Sanders
Notary

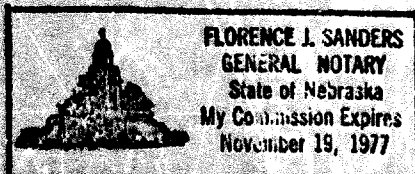
X. Martin F. Sears
Martin F. Sears

Charleen Sears
~~Garleen Sears~~ Charleen Sears

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 MARTIN F. SEARS AND ~~GARLEEN~~ CHAR EEN SEARS, to me personally known to be the identical persons whose names are affixed to the foregoing Correction to Master Deed, and acknowledged the execution thereof to be his voluntary act and deed given and made for the purpose therein set forth.

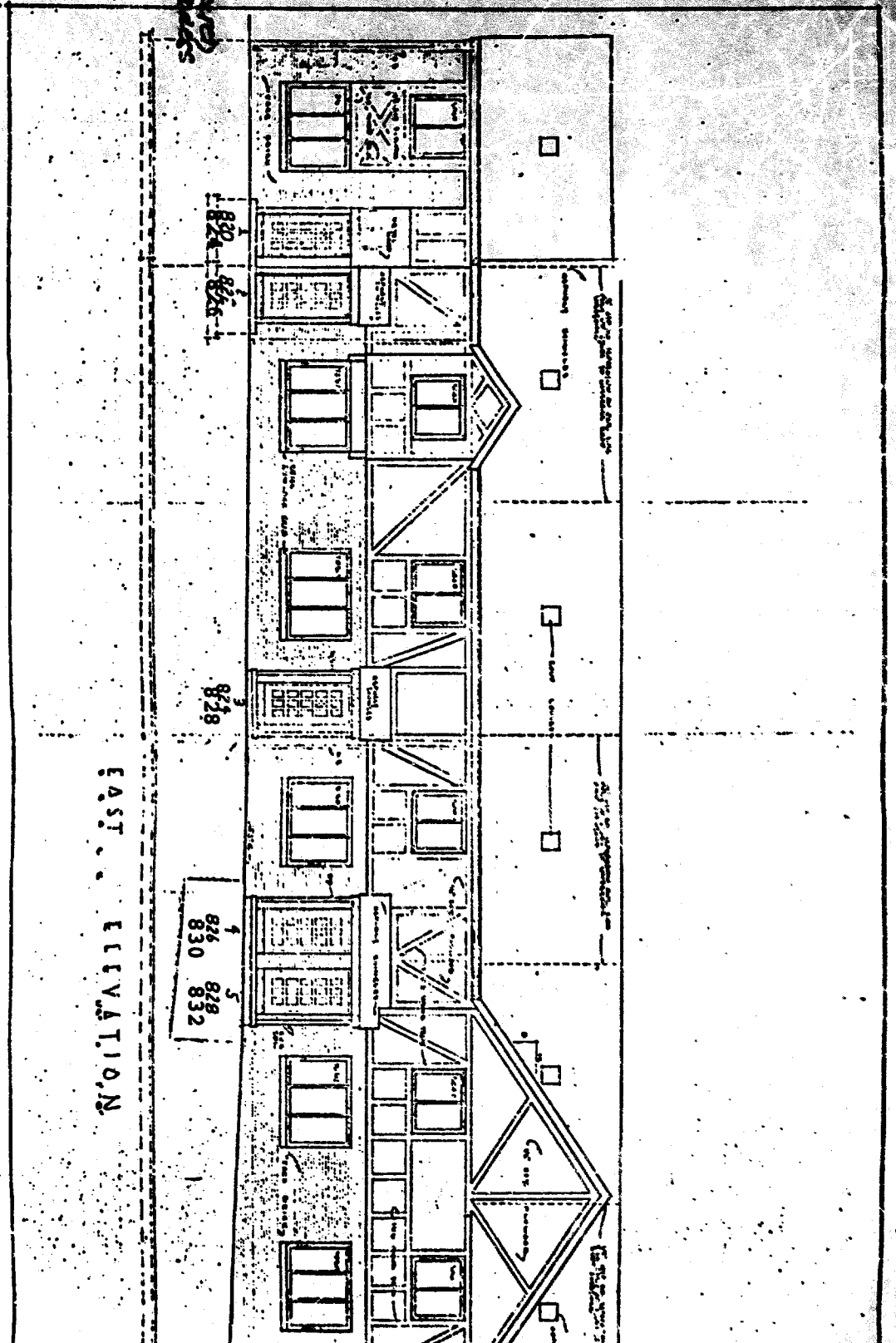
Witness my hand and Notarial Seal at Omaha, in said County on the date first-above written.



Florence J. Sanders
Notary

1538 719

Completed
plans



EAST ELEVATION

826	828
830	832

23

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 BY DAN OF *W. H. C. M.* C. HAROLD OSTLER, REGISTER OF DEEDS

9.75

JIZBA & JIZBA

CONSULTING CIVIL ENGINEERS, ARCHITECTS
BRIDGES, BUILDINGS, DRAINAGE, HIGHWAYS,
STREET REPAIRS, SEWER, SUBDIVISIONS

J. Z. JIZBA

REGISTERED CIVIL ENGINEER, ARCHITECT

WEST HORIZONS ADDITION
Protective covenants

BOOK 437 PAGE 361

DESIGN, SURVEYS,
SUPERVISION - TEL. 481-6861

Dated: June, 1965

8417 OGDEN STREET
OMAHA, NEBRASKA, 68104

JARO Z. JIZBA and LOIS JIZBA, husband and wife, and ARTHUR B. PITTMAN and WINONA PITTMAN, husband and wife, being all of the owners of West Horizons addition, a real estate subdivision in Douglas County, Nebraska, comprising Block 1, lots 1 to 13, inclusive; Block 2, lots 1 to 17, inclusive; Block 3; Block 4, lots 1 to 7 inclusive, as surveyed, platted, and recorded on the day of August, 1965, do hereby state, declare, and publish that all of the property in said subdivision except Block 3, and except lots 6 and 7, in Block 4, shall be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions, and easements:

1.) Said lots shall be used for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2.) No structures shall be erected, altered, placed, or permitted to remain on any "residential building plot" as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways, and other out-buildings incidental to residential uses.

3.) No structure may be erected without provision for at least one attached or basement car parking garage, or carport.

4.) No structure shall be erected, exclusive of porches, breezeways, and garages, which has less than 1,000 square feet in the case of a one-story structure and 850 square feet for a one-and-one-half or two-story structure; provided, 50% of the square footage of garage space may be used in computing such minimum requirements.

5.) No building shall be located on any lot nearer than 35 feet to a front lot line, or nearer than 7 feet to any side lot line, except that in corner lots, no building shall be located nearer than 17.5 feet to side street line, (and except where 7 feet is permitted on corner lots by Omaha City rules), and no dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a plot, to encroach on another residential building plot.

6.) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7.) Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

8.) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

9.) An easement of five feet is hereby reserved on, over, and under all rear and side lot lines for utility installations and maintenance, except where poplar trees were planted for screening and landscaping purposes an additional 5 feet for a total of 10 feet on the side of such lot lines may be used for utility installations and maintenance. No permanent buildings, or new trees shall be placed in, or on said easements or any existing easement on said addition, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restrictions against building upon such utility easements where an owner owns two or more contiguous lots and uses an area greater than one lot for a building site (residential building plot) shall not be effective as to interior lot lines. Said side lot easements

Block
21
JZ

JIZBA & JIZBA
CONSULTING CIVIL ENGINEERS, ARCHITECTS
BRIDGES, BUILDINGS, DRAINAGE, HIGHWAYS,
STREET PAVING, SEWERS, SUBDIVISIONS.

5417 OGDEN STREET
OMAHA, NEBRASKA, 68104

J. Z. JIZBA
REGISTERED CIVIL ENGINEER, ARCHITECT

DESIGN, SURVEYS,
SUPERVISION - TEL. 491-6881

are granted for the sole purpose of providing an area for the installation and maintenance of utilities. After all utilities have been extended to the structure, all remaining side lot easements not used shall automatically terminate and become void.

10.) If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

11.) Sidewalks 4 feet wide shall be constructed in accordance with sidewalk standards and regulations approved by the Omaha City Council in front and alongside of all lots on permanently dedicated right-of-way on Cuming street, 105th street, 107th Avenue, and on Burt Avenue by the owner of each lot prior to the time of completion of the main structure on said lot.

12.) Invalidation of any of these Covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserve the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deem it necessary or advisable in unusual circumstances or to prevent hardship.

13.) These covenants shall run with the land and be binding upon all persons affected for a period of thirty (30) years from the date thereof. At the expiration of such period, they shall be automatically extended for successive periods of ten years unless they are changed in whole or in part by written agreement among the then owners of the majority of said lots, executed, and recorded in the manner provided by law, except that the initial period of thirty (30) years plus all extensions shall not exceed ninety-nine (99) years. 14.) Provisions numbered hereinbefore #6,7,8,9,10,11,12,13 shall apply to all lots including Block 3, and Block 4.

Arthur B. Pittman Lois Jizba

Winona E. Pittman Lois Jizba

STATE OF NEBRASKA)

(ss

COUNTY OF DOUGLAS) On this 14 day of June, 1965, before me, a Notary Public in and for said county, personally appeared LOIS JIZBA; ARTHUR B. PITTMAN and WINONA PITTMAN, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

above written.

WITNESS my hand and Notarial Seal the day and year last

Lois Jizba
Notary Public

Commission expires the 14th day of September, 1965

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this 14 day of June, 1965, before me, a Notary Public in and for said county, personally appeared JARO Z. JIZBA, to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed. WITNESS my hand and Notarial Seal the day and year last above written.

Commission expires May 26, 1968

Donald Peterson
Notary Public

