

DECLARATION OF SUBMISSION TO
HORIZONTAL PROPERTY REGIME

HOWARD STREET CONDOMINIUM

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THIS DECLARATION is made and entered into by Howard Street Partnership, a Nebraska Partnership, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of real estate (the "Parcel") located in the County of Douglas, State of Nebraska, more particularly described as follows, to-wit:

The East 44 feet of Lot 6, and the West 44 feet of Lot 7,
Block 150, Original City of Omaha.

WHEREAS, there is located on the above-described real estate a multi-story building (the "Building") with three (3) floors (stories) entirely above grade and one (1) lower level partially below grade (basement).

WHEREAS, said Declarant intends to and does hereby submit the Parcel, together with the Building and all other structures, improvements and permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (collectively, the "Property"), to a condominium regime pursuant to the Nebraska Condominium Act Sections 76-825 to 76-894 of the Nebraska Code; and,

WHEREAS, said Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations and liens with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which rights, easements, privileges, restrictions, obligations and liens are declared to be in furtherance of a plan to promote and protect the co-operative aspects of ownership and use of the Property and are established for the purpose of facilitating the proper administration of the Property and enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant hereby publishes and declares that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations shall be deemed to run with the Parcel, shall be a burden and a benefit to Declarant, its successors, and assigns, and any person acquiring or owning an interest in the Property and improvements, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. Submission to Condominium Ownership. Declarant does hereby submit the Property and the improvements situated thereon to condominium ownership pursuant to the Nebraska Condominium Act.

2. Definitions. As used in this Declaration, unless the context otherwise requires:

(a) "Act" means the Nebraska Condominium Act.

(b) "Association of Unit Owners" or "Association" means the Howard Street Condominium Association, its successors and assigns, a Nebraska nonprofit corporation, the Articles of Incorporation and Bylaws of which shall govern the administration of this condominium project; the members of the Association shall be all of the Owners of all of the Units within the Building, and the actions of the Association shall constitute the action of "The Council of Co-Owners" under the Act.

(c) "Board" means the Board of Directors of the Association, and shall also mean the Board of Administration referred to in the Act.

(d) "Building" means the multi-story building described in this Declaration.

Street in Omaha, Nebraska containing the Condominium Units as shown on the Condominium Floor Plan.

(e) "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit A and by this reference made a part hereof, as amended from time to time.

(f) "Common Elements" means and includes all of the Property and all of the improvements located on the Property, excluding the Units. Without limiting the generality of the immediately preceding sentence, the Common Elements shall include those items defined as "general common elements" in the Act, including the items generally defined and described in the second paragraph of this Section 2(f) and as more particularly described in the Condominium Floor Plan. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each Owner of a Unit having an undivided Percentage Interest in the Common Elements as is provided herein.

"Common Elements" means and includes the Parcel; the structured components of the Building, including but not limited to foundations, girders, beams, supports, bearing walls and columns, exterior walls of each Unit and of the Building, floors, ceilings, roofs; chimneys, plumbing, pipes, conduits, ducts, electrical wiring and all compartments and installations of central utility services such as power, light, gas, water and the like; such improvements and portions of the Building and areas therein as are provided for the community use, utility, and common use of the Owners and their Occupants; and all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance, and safety which are normally and reasonably in general common use, including the air above the property.

The Association acting through the Board is hereby empowered to develop a detailed list of items to be deemed included within the definition of "Common Elements" which shall govern the allocation of maintenance, repair, and the replacement obligations between the Association and the respective Unit Owners.

(g) "Common Expenses" mean and includes:

- (i) All sums lawfully assessed against the Unit Owners by the Managing Agent or Board;
- (ii) All expenses of administration and management, maintenance, operation, protection, enhancement, repair or replacements of and additions to the Common Elements;
- (iii) Expenses declared Common Expenses pursuant to the Declaration or the Bylaws;
- (iv) Expenses agreed upon as Common Expenses by the Unit Owners;
- (v) Expenses agreed upon as Common expenses pursuant to this Declaration or by the Bylaws.

(h) "Condominium Floor Plan" or "Plan" means and includes the engineering survey of the land depicting and locating all of the improvements, the floor plans of the Building and any other drawing or diagrammatic plan depicting a part or all of the Property, a certified copy of which is attached hereto as Exhibit B.

(i) "Condominium Unit" means the fee simple interest and title in and to a Unit together with the undivided interest in the common elements appurtenant to such Unit, and all other rights and burdens created by this Declaration.

(j) "Declaration" means this Declaration and amendments and supplements hereto (including any amended and substituted Declaration), if any.

(k) "Limited Common Elements" means those Common Elements which are

(m) "Occupants" means the Owner's employees, guests, customers, invitees, licensees, agents, contractors, tenants, and any other persons authorized by such Owner to enter upon, use or occupy any portion or portions of his Unit or Units; provided, however, that notwithstanding anything in this Declaration to the contrary, the rights of any such Occupants to use and enjoy the Property shall not be any greater than the rights with respect thereto of the Unit Owner through or under whom such Occupants enter upon, use or occupy said Unit or Units.

(n) "Owner" or "Unit Owner" means the person, persons, firm, corporation, partnership, association, or other legal entity, or any combination thereof, whose estates or interests, individually or collectively, aggregate fee simple ownership of one or more Condominium Units and the undivided interest in the Common Elements appurtenant thereto, but shall not include those out of possession having an interest in a Unit merely as security for performance of an obligation. It is intended that the terms "Owner" and "Unit Owner" as used in this Declaration shall have the same meaning as the term "Co-Owner" as used in the Act and as the term "member" as used in the Bylaws and related documents.

(o) "Parcel" means the parcel or tract of real estate described above in this Declaration and hereby submitted to the provisions of the Act.

(p) "Percentage Interest" means, with respect to a particular Condominium Unit, the percentage calculated by dividing (i) the Rentable Square Feet of area of such Unit by (ii) the total number of Rentable Square Feet of area of all Units in the Building, which percentage shall initially be rounded to four decimal places and may be rounded to five decimal places upon any subsequent subdivision or combination of the Units originally established by the Declarant. The original Percentage Interest for each Unit is set forth in Exhibit C attached hereto.

(q) "Property" means all the land, property, and space comprising the Parcel and the Building situated thereon, and all improvements and structures now or hereafter erected, constructed or contained therein or thereon, including all furniture, furnishing, fixtures, and equipment intended for the mutual use, benefit or enjoyment of the Owners, together with all easements, rights and appurtenances belonging thereto.

(r) "Rentable Square Feet" means the rentable square footage of area of each Unit as set for in Exhibit C to this Declaration, as such Exhibit may be amended from time to time, which area has been and shall be determined in the manner approved on July 31, 1980, by the American National Standards Institute, Inc. and reprinted in May, 1981 by the Building Owners and Managers Association International in the publication entitled "Standard Method for Measuring Floor Area in Office Buildings".

(s) "Unit" means an individual air space which is contained within the windows, doors, and unfinished, undecorated interior surfaces of its perimeter ceilings, walls, and floors of each Unit as shown on the Condominium Floor Plan, together with all fixtures and improvements therein contained, but not including any of the Common Elements, if any, located within the Unit. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "apartment" as used in the Act.

3. Division of Property into Condominium Units. The Property including the improvements thereon is hereby divided into estates as follows: fee simple estates as to Units One (1) through Eight (8) and Unit X (hereinafter called Condominium Units). Each such estate shall consist of a separately designated Unit and the undivided Percentage Interest in and to the Common Elements appurtenant to such Unit.

4. Description of Condominium Units.

(a) The table set forth in Exhibit C attached hereto and by this reference incorporated herein describes the number assigned to each Unit.

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Douglas County, Nebraska, every contract, deed, lease, mortgage, trust deed, will, or other instrument may legally describe a Condominium Unit as follows:

Condominium Unit no. _____, 1210-1214 Howard Street,
in accordance with the Declaration recorded on
_____, 19____, in Book _____ at Page
_____, and Condominium Floor Plan recorded on
_____, 19____, in Book _____, at
Page _____, in the records of the County Recorder of
Douglas County, Nebraska.

Each such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided interest in the Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a Unit and all of the limitations thereon as described in this Declaration. The ownership of a Condominium Unit shall not be conveyed separately from the undivided ownership interest in the Common Elements corresponding to said Unit. Each such description shall be construed to include a nonexclusive easement for ingress and egress to and from an Owner's Unit and the use of all the Common Elements in accordance with this Declaration.

(c) The reference to the Condominium Floor Plan and Declaration in any instrument shall be deemed to include any supplements or amendments to the Condominium Floor Plan or Declaration, without specific reference(s) thereto.

5. Ownership of Units by Declarant. Declarant shall own in fee simple each Condominium Unit not sold to any purchaser or otherwise transferred by Declarant.

6. Sale or Other Disposition of Condominium Units. No sale, assignment, gift, transfer, conveyance or other disposition of a Condominium Unit or portion thereof or any interest therein (including any transfer under the laws of devise or descent but excluding any mortgage thereof as collateral security for indebtedness) shall be made by the Owner thereof unless approved in advance by the Board, which approval shall be granted by the Board in writing, in form suitable for recording, within ten (10) days after its receipt from the grantor Unit Owner of written notice of such sale or other disposition so long as all then due and outstanding general and special assessments against the Unit Owner with respect to the Unit to be sold or otherwise disposed of have been paid in full, including any interest thereon, and all maintenance and repairs required to be performed by the grantor Unit Owner under the terms of this Declaration have been completed. Should the Board fail to respond to such notice within ten (10) days after its receipt thereof, such failure shall constitute the Board's approval of such sale or other disposition. Any sale, assignment, gift, transfer, conveyance or other disposition of a Unit without first securing the approval of the Board shall not be effective to vest in the grantee any right, title or interest in or to the Unit in question or in the Common Elements appurtenant thereto and shall be subject to each and all of the rights of, and remedies and action available to, the Association hereunder and otherwise. Except as expressly provided in this Section 6 and Section 7 of this Declaration, a Unit Owner may sell, assign, transfer, give, devise, lease, encumber, or otherwise dispose of his Units or any portion thereof or interest therein without the approval or consent of the Association, and under absolutely no circumstances shall the approval power vested in the Board under this Section 6 be used directly or indirectly to approve or disapprove the prospective grantee.

7. Subdivision of Condominium Units for Lease or Sale. Each Owner shall have the right to subdivide its Condominium Unit or Units into two or more portions and to lease, assign, sell, transfer, convey or devise all or any portions of its Condominium Unit(s) to third parties together with such Owner's Percentage Interest in the Common Elements appurtenant thereto, subject only to the provision of this Declaration.

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code, fire code, zoning or like requirements of governmental authorities.

(b) The plans and specification for such subdivision shall be approved in advance by the Association, which approval shall not be unreasonably withheld so long as each subdivided portion of the Unit has suitable access and the plans and specifications demonstrate structural soundness and reasonable appearance.

(c) The subdivision shall be reflected in a written supplemental Declaration and Condominium Floor Plan and a revised Exhibit C as filed by the Association which meets the requirements of the Act; the Association shall execute any such supplemental Declaration and Condominium Floor Plan and revised Exhibit C on behalf of all Owners pursuant to its authority as their attorney-in-fact in accordance with Section 26 of this Declaration.

(d) No subdivision shall be effective for any purpose until necessary documents are executed and recorded in compliance with applicable rules and regulations.

(e) All expenses for the preparation and recording of the supplemental Declaration and Condominium Floor Plan and revised Exhibit C shall be borne by the Owner requesting such subdivision and shall not be a Common Expense.

(f) The subdivision shall not cause any structural damage to the Building or any of the components thereof; and if any such structural damage occurs as a result of such subdivision, the Association may specially assess the costs for repair of such structural damage against the Owner, and the Owner shall not be allowed to proceed with the subdivision of the Unit(s) until such repair costs are paid in full.

(g) Any mechanics' liens which may incidentally arise in connection with the subdivision of a Unit shall be a lien only upon such Unit and the corresponding undivided ownership interest in the Common Elements appurtenant thereto.

(h) Upon subdivision of a Unit, the Owners of the subdivided parts of the Unit shall, as a group, have an aggregate Percentage Interest in the Common Elements exactly equal to the Percentage Interest of the subdividing Owner immediately prior to the subdivision. The Percentage Interest of each Owner of a subdivided part of a Unit shall be rounded to five decimal places, with values of 0.0000050 or less to be rounded down and values greater than 0.0000050 to be rounded up. No subdivision shall affect the Percentage of Interest in the Common Elements of any Unit not involved in such subdivision and the total percentage of such interest before and after subdivision shall be unchanged, notwithstanding that the percentage shall be reduced as to any particular Unit which is the subject of subdivision.

8. No Partition of Common Elements. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, all mortgages must be paid in full prior to bringing an action for partition or the written consent of all mortgagees must be obtained.

9. Use of the Property.

(a) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to the Unit Owners and their Occupants or interferes with their peaceful possession or proper use of the Property. No immoral, improper, offensive, or unlawful use shall be made of the

upon the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or that would be in violation of any law or governmental regulation. No waste shall be committed in the Common Elements.

(c) Nothing shall be done in any Unit or in, on, or to any of the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in this Declaration or in the Bylaws. In no event shall interior posts or beams contributing to the support of any Unit or Common Elements be altered or removed.

10. Use of Common Elements.

(a) Subject to the terms of paragraphs (b) and (c) of this Section 10, the Common Elements may be used only for the furnishing of the services and facilities, and for the other uses, for which they were intended and are reasonably suited and of which they are capable without hindering or encroaching upon the lawful rights of the other Unit Owners. In addition, no furniture, packages, or objects of any kind shall be placed in the stairway and corridor without the prior written consent of the Association. The stairways and corridors shall be used only for normal passage through them.

(B) Upon the same person or entity becoming the Owner of all of the Units located on a floor of the Building, then the Common Elements adjacent to and which only service or benefit such Units shall be deemed limited Common Elements and may be used by such Owner and its Occupants in accordance with and subject to the provisions of this Declaration to the exclusion of all other Owners and their Occupants, as if it were a part of such Units. The Owner of such floor shall both (i) operate, maintain and repair such Common Elements for so long as such Owner is entitled to such exclusive right of use and (ii) restore such Common Elements to their original condition, reasonable wear and tear excepted, upon such Owner ceasing to be entitled to such exclusive right of use.

(c) The terms of paragraph (a) of this Section 10 shall not apply to Declarant for so long as it owns any Units. The Declarant shall have the right, without charge or limitation to: (i) erect and maintain signs, of any size or content determined by Declarant, on or about any portion of the Common Elements chosen by Declarant, including, without limitation, on the exterior walls of the Building or adjacent to the main entrance thereof; (ii) have its employees, contractors, subcontractors and sales and leasing agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or operate the Unit or Units which it owns. In addition, Declarant shall be entitled to exercise the rights set forth in paragraph (b) of this Section 10 with respect to such Unit(s). In no event, however, shall Declarant be entitled to use any Common Elements in such manner as will unreasonably interfere with the use of any Unit owned by another person for its permitted purposes.

(d) The Association acting through the Board reserves the right to restrict and regulate all Common Elements.

11. Use and Occupancy of Units. Each Owner shall be entitled to exclusive ownership and possession of his Unit or Units. The Units shall be used and occupied by the Owner and his Occupants only in accordance with the zoning laws in effect in the City of Omaha, Nebraska and Douglas County governing the Property and no part thereof shall be used for any other purposes whatsoever. Notwithstanding anything in this Declaration to the contrary, no Unit Owner or his Occupants may use any Unit for any of the following purposes:

- (a) Pawn shop;
- (b) Game arcade;

- (10%) of the shelf space is used for the display and/or sale of pornographic or sexually explicit materials;
- (g) Escort service or dating bureau;
 - (h) Any use which emits noxious or offensive odors (provided that this provision shall under absolutely no circumstances be construed to apply to odors normally associated with a restaurant); or
 - (i) Any other use so voted by a majority of the board.

12. Howard Street Condominium Association.

(a) The interests of all Owners of Condominium Units shall be governed and administered by the Articles of Incorporation and Bylaws of Howard Street Condominium Association. An Owner of a Condominium Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of its ownership.

(b) The Association shall be granted all of the powers necessary to govern, manage, repair, administer, and regulate the Property and to perform all of the duties required of it. Without limiting the generality of the foregoing, the Association shall have authority to adopt and enforce reasonable rules and regulations governing the use of the Property by the Unit Owners and their respective Occupants, provided that such rules and regulations shall be uniform and nondiscriminatory. Each Owner, by the acceptance of its deed or other instrument of conveyance or assignment, agrees to be bound by any such adopted rules and regulations.

13. Maintenance and Repair of Units and Common Elements.

(a) Except as otherwise provided in this Declaration, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary:

(i) In or to any Unit and all portions thereof (including surfaces of any Common Elements incorporated therein pursuant to paragraph (b) of Section 10 hereof, but excluding any other Common Elements contained therein) and to the interior surfaces of the perimeter walls, ceilings and floors which define the Unit shall be performed by the Owner of such Unit at such Unit Owner's cost and expense; and

(ii) In or to the Common Elements (to the extent that such Common Elements are not the responsibility of a Unit Owner pursuant to the terms of subparagraph (i) of this Section 13 (a)) shall be performed by the Association as a Common Expense.

(iii) The Association reserves the right to assign to the Unit Owners the upkeep as described in paragraph (a) of this section to the areas which are designated as Limited Common Elements in Exhibit B.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Association or to the Managing Agent, any defect or need for repairs for which the Association is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Association, shall be, to the extent reasonably possible, performed in such a manner as shall not disturb or interfere with any Unit Owners or the Occupants of any Units.

(c) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair for buildings similar in construction, general location, use, occupancy and approximate price range (and free of unreasonable accumulations of snow, ice and water with respect to any roof or other part of the Property exposed to the elements) by the Unit Owner or the Association, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Association, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, those areas of the Building exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the building, by (i) the Association, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior, shades, venetian, or other blinds, drapes, curtains or other window decoration in the Owner's Unit. Each Unit Owner shall be responsible, at his own expense, for all cleaning, maintenance and repair of all floor coverings, furniture, furnishings, equipment and other personalty used or located in his unit.

(d) If and when reasonably necessary in the discretion of the Board to protect the Common Elements or to preserve the appearance and value of the Property, the Association may, but shall not be obligated to, assume (i) the performance of the maintenance and repair responsibilities under this Declaration and the Bylaws and any rules and regulation promulgated by the Association thereunder of any Unit Owner who has defaulted in the performance of such responsibilities or (ii) responsibility for any reconstruction, repair, rebuilding, renovation, restoration or similar work involving one or more of the Units and specially assess the cost of performing the work described in either (i) or (ii) against the Owner(s) of the affected Unit(s).

14. Easements for Construction, Maintenance, Repair, Emergencies and Encroachments.

(a) Declarant expressly reserves for itself perpetual easements for ingress, egress, and utility purposes as may be required across and under the parcel submitted hereby and by any supplements hereto for expansion of the property, for further construction on the Property and in connection with any other development of the Property. There is also reserved in favor of the City of Omaha, Nebraska, an easement for ingress and egress as may be necessary to utilize and service water mains and water meters, sanitary sewers, and storm sewers located on, under or through Common Elements.

(b) Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as follows:

(i) For ingress and egress through the Common Elements and for maintenance, repair, and replacement as authorized by the Declaration or Bylaws;

(ii) Through the Units and Common Elements for maintenance, repair and replacement or reconstruction of Common Elements; and

(iii) Through the Units and Common Elements for installation, maintenance, repair, replacement or reconstruction of conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to one or more of the Units or the Common Elements.

(iv) Through the Units for utilities as deemed necessary or advantageous by the Board.

(c) The easement rights reserved to the Association, the Unit Owners

the Common Elements and respective Unit Owners involved, as the case may be, to the extent of such encroachment, so long as the same shall exist.

(e) All easements created by this Section 14 shall be exercised at reasonable times, except in the case of emergency, and in a reasonable manner. Any person who exercises an easement granted to him under this Section 14 shall employ every reasonable effort to cause the minimum interference with the quiet and peaceful use and enjoyment by the other Owners and their Occupants of the Unit and Common Elements adjoining the easement area and to avoid damage to other property and shall promptly restore and repair any damage caused. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements shall be a Common Expense of all of the Owners; provided, however, that if the damage needing to be repaired was caused by negligent or tortious acts of an Owner or his Occupants, then such Owner shall be responsible and liable for all of such damage and the cost shall be specially assessed against said Owner. All damaged improvements shall be restored, to the extent reasonably practical, to substantially the same condition in which they existed prior to the damage. Except as otherwise provided by subparagraph (iii) of Section 13 (a), all maintenance, repairs, and replacement of the Common Elements, whether located inside or outside of Units (unless necessitated by the negligence, misuse, abuse or other tortious act of an Owner), shall be a Common Expense of all of the Owners.

15. Additions, Alterations and Improvements.

(a) Except as otherwise provided in this Section 15, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or any of the Common Elements without the prior written approval of the Board. A Unit Owner desiring to make any such addition, alteration, or improvement shall submit to the Board a written request for authorization so to do, which request shall include reasonably detailed plan and specifications describing the nature of the proposed work, and the Board shall respond to such request within a reasonable period of time. The Board may, in its discretion, require as a condition of such structural addition, alteration, or improvement that such Owner (i) procure and agree to maintain during the course of such work such insurance as the Board may reasonably prescribe and (ii) execute an agreement, in form and substance satisfactory to the Board, setting forth the terms and conditions under which such alteration, addition, or improvement may be made, including, without limitation, the provisions of paragraphs (c) and (d) of this Section 15, a requirement that the Owner at a later date restore the Common Elements affected by the addition, alteration, or improvement to that previous condition, and the days and hours during which any such work may be done. Any expenses for consulting engineer services or other professional services incurred by the Association in evaluating any such request shall be borne by the requesting Unit Owner and shall be specially assessed against the Unit or Units with respect to which such request is made.

A Unit Owner may make non-structural alterations, additions, or improvements within his Unit without the prior written approval of the Board, provided that such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property or any part thereof, resulting from such alterations, additions or improvements, but only to the extent that such damage is not covered by insurance carried by the Association or the injured Unit Owner(s).

(b) Notwithstanding anything to the contrary contained in paragraph (a) of this Section 15, Declarant (or its designee) shall have the right, without the necessity of obtaining approval from the Board, to make any alterations, additions, or improvements in or to any Units then owned by Declarant, whether structural or non-structural, interior or exterior, ordinary or extraordinary, provided that:

(i) Such alteration, addition, or improvement shall not jeopardize the soundness or structural integrity of any part of the

(c) All additions, alterations, and improvements made by a Unit Owner, including the Declarant, pursuant to this Section 15 shall be made in compliance with the applicable laws and governmental regulations.

(d) No Unit Owner shall suffer or permit any mechanic's, laborer's, materialman's, supplier's, vendor's or other similar lien to be filed or to exist against his Unit or any portion thereof by reason of any labor, services or materials supplied or claimed to have been supplied to, for or in connection with any addition, alteration, or improvement made or caused to be made by such Owner or his occupants. If any such liens shall at any time be filed, said Owner shall, within thirty (30) days after receiving notice of such filing, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If said Owner fails to cause any such lien to be so discharged within the required time period, the Association shall have the right, but not the obligation, to take such action as the Board deems necessary to remove such lien, and shall specially assess such Unit Owner for the costs and expenses incurred by the Association in removing such costs and expenses incurred by the Association in removing such lien, including, without limitation, any attorneys' fees incurred by the Association in connection therewith. A Unit Owner who does not remove the same of record within the required time period shall hold the Association and the other Unit Owners harmless from and against all liabilities, demands, claims, suits, actions, damages, losses, costs and expenses of whatsoever kind or nature, including, without limitation, any and all direct and indirect costs of defending such suits or actions, including attorneys' fees, made against or incurred or suffered by any one or more of them relating directly or indirectly to the failure of such Unit Owner to remove such lien as herein required.

(e) The Association acting through the Board reserves the right to reconfigure any Units to allow access to Unit X or to any Units carved out of Unit X. Such reconfiguration includes, but is not limited to, the installation of elevators or stairs or any other structural change necessary in order to comply with the applicable laws and governmental regulations. The existing Units shall be subject to reconfiguration as minimally necessary and the boundary of any such reconfigured Unit shall be redefined accordingly. In addition, the Percentage Interest of such reconfigured Unit shall be adjusted in accordance with Section 2 (p).

16. Insurance.

(a) Except as otherwise provided in paragraphs (i) and (j) of this Section 16, all insurance policies relating to the property shall be purchased by the Association for the benefit of the Association, the Unit Owners and their mortgagees as their interest may appear (subject to the provisions of this Declaration, the Bylaws and the Act), and provisions shall be made for the issuance of appropriate mortgage endorsements on such policies in favor of the mortgagees of the Owners. The Association shall use its best efforts to cause the insurance carried by the Association to contain appropriate provisions to cover liability of each of the Owners, individually and as a group to another Owner or Owners. Notwithstanding anything in this Declaration to the contrary, the Association shall not be responsible for the procurement or maintenance of any insurance covering the personal property contents or the interior of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Property. No Unit Owner shall obtain separate insurance policies on the Property except as provided in this Section 16. Neither the Association, the members of its Board, the officers of the Association, the Managing Agent nor the Declarant shall be liable for the failure to obtain any coverages required to be obtained pursuant to this Section 16 or for any loss or damage resulting from such failure so long as such failure is due to the unavailability from reputable insurance companies of a particular coverage described herein or if such coverage is available only at demonstrably unreasonable cost.

(b) The Association shall obtain and maintain a blanket, "all-rise" form policy of fire insurance with extended coverage, vandalism, malicious mischief,

(such amount to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). Such policy shall also provide:

(i) A waiver of any right of the insured to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration or the Bylaws not to do so and, in such event, that the insurer shall pay on the basis of the agreed endorsement amount as though a total loss had occurred;

(ii) The following endorsements (or equivalent): (1) "no control"; (2) "contingent liability from operation of building laws or codes"; (3) "increased cost of construction" or "condominium replacement cost"; and (4) "agreed amount" or elimination of co-insurance clause; and

(iii) That any "no other insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Board shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees unless otherwise required by law.

A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer to any mortgagee so requesting at least thirty days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board shall obtain an appraisal from an insurance company, or such other source as the Board may determine, of the current replacement of the Common Elements, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this paragraph (b). All mortgagees shall be notified promptly of any event giving rise to a claim under such policy.

(c) The Association shall obtain and maintain comprehensive general liability (including libel, slander, false arrest and invasion of privacy coverage and errors and omission coverage for officers and directors) and property damage insurance in such limits as the Board may from time to time determine, insuring each member of the Board, the officers of the Association, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners and their Occupants arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain:

(i) A cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured;

(ii) Hired and non-owned vehicle coverage;

(iii) Host liquor liability coverage with respect to events sponsored by the Association;

(iv) Deletion of the normal products exclusion with respect to events sponsored by the Association; and

(v) A "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of

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(i) Adequate fidelity coverage to protect against dishonest acts on the part of officers, members, trustees and employees of the Association and all others who handle, or are responsible for handling funds of the Association, including the Managing Agent. Such fidelity bonds shall: (1) name the Association as an obligee; (2) Be written in an amount not less than one and one-half times the estimated annual operating expenses of the Condominium, including reserves; and (3) contain waivers of any defenses based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(ii) Insurance indemnifying the members of the Board of the Association and the officers of the Association against any liability incurred by them in such capacities;

(iii) Worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(iv) During any period when the Association undertakes the reconstruction, repair, rebuilding, renovation, restoration or similar work on the Common Elements and then only to the extent not covered by the insurance maintained pursuant to paragraph (b) of this Section 16 or by insurance provided by the contractor performing such work for the Association, builder's risk insurance on the Common Elements in completed value form against all risks of direct physical loss specified in paragraph (b) above in an amount not less than the full amount of the cost of the work to be performed as estimated by the Board;

(v) Insurance providing coverage to the Association for loss of payments of continuing common charges in event or damage to the Property on account of any risk of direct physical loss described in paragraphs (b) and (d) (iv) of this Section 16 in the amount estimated by the Board as necessary to cover such charges for a period of two years following damage to the Property as a result of such risks; and

(vi) Such other policies of insurance and endorsements to any insurance to be obtained by the Association pursuant to this Section 16 (including endorsements which may diminish by deductible clauses [provided that any such deductible under any particular coverage shall not exceed Ten Thousand Dollars (\$10,000.00)] or otherwise, as well as increase, the liability of the insurers) for other risks of a similar or dissimilar nature, as the Board may from time to time determine to be reasonable and proper.

(e) The premiums for the insurance coverage obtained and maintained by the Association pursuant to this Section 16 shall be a Common Expense to be paid by assessments levied by the Association against the Owners of the Units.

(f) The Association as the attorney-in-fact of the Unit Owners shall have full power and authority on behalf of the Unit Owners to purchase and maintain such insurance to be provided by the Association pursuant to this Section 16, to collect and remit the premium therefor, to adjust losses thereunder, to collect proceeds thereof, and to distribute the same to the Association, the Owners and their respective mortgagees (subject to the provisions of this Declaration, the Bylaws and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Association as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters.

in accordance with the same plans and specifications by which the Units were originally constructed, subject, however, to the prior written approval of the Association. The Association or the Insurance Trustee shall make available and pay to the Owner the amount of insurance proceeds received by the Association or the Insurance Trustee for the reconstruction and repair of the Unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon compliance by the Owner with such conditions as the Association or the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the Condominium Unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any amount paid to the Association or Insurance Trustee, the excess shall be paid by the Owner, provided, however, that in the event a decision to reconstruct is not made according to the terms of Section 27 hereof, the condominium regime established by this Declaration shall be considered terminated. In the event of such termination, the Board shall have the responsibility of closing out the affairs of the Condominium Regime in an orderly manner.

(i) Each Owner shall, prior to taking possession, obtain insurance coverage at his own expense and shall obtain comprehensive personal liability insurance covering liability for damage to person or property or others located within such Owner's Unit or in another Unit or upon the Common Elements resulting from the negligence of the insured Owner or Occupants using or occupying his Unit through or under him in such amounts as shall from time to time be determined by the Board, but in no case less than Three Hundred Thousand Dollars (\$300,000.00) for each occurrence.

(j) The Owner of any Condominium Unit (including any mortgagee thereof) may obtain additional insurance (including a "condominium unit-owners endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Owner) at his own expense; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Association, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Section 16 or if written by another carrier, shall provide that it shall be without contribution as against the same. The Declarant recommends that each Owner of a Unit obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "tenant's Policy", or equivalent, to insure against loss or damage to personal property (including but not limited to decorated surfaces of walls, floor coverings, plumbing and electrical fixtures, non-load bearing walls and furniture, furnishings, equipment and other personalty used or incidental to the use or occupancy of the Unit) from fire, vandalism, or malicious mischief, theft, personal liability and the like. Such policy may include a "condominium unit owner's endorsement" covering losses to the improvements and betterments to the Unit made or acquired at the expense of the Owner.

(k) All insurance obtained by the Association or by a Unit Owner pursuant to this Section 16, shall be subject to the following provisions:

(i) All policies shall be written with a company or companies licensed to do business in the State of Nebraska and holding a rating of "A" or better, by Best's Insurance Reports and a policyholder's rating of "A" or better;

(ii) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all Mortgagees of the Mortgagees of the covered Units; and

(iii) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, its Board, and its

damages to their respective property, real and personal, arising out of or resulting from fire or efforts to extinguish the same, or arising out of or resulting from any other hazards against which protection can be procured by standard fire and extended coverage insurance as the same may be written from time to time or which is covered by other insurance, whether or not such damage from any of said causes is the result of negligent acts or conduct on the part of anyone which, except for this provision, would make the Association or Owner legally liable to the Association or Owner for such damage. The Association and each of the Owners shall be deemed to have agreed to look to their own insurance for protection against damage to their respective properties arising out of the aforesaid hazards, having waived all rights of subrogation excepting, however, claims for vandalism, malicious mischief or other intentional damage for which any person might be legally liable to another person.

(m) If, by reason of the nature of any use of a Unit by the Owner or an Occupant using the same through or under such Owner, or by reason of the manner of such use of the same, the fire insurance rating for the Building shall be increased, such Unit Owner shall reimburse the Association, as a special assessment payable by the Owner of such Unit for that portion of all fire insurance premiums thereafter paid by the Association that shall be charged by reason of such increased fire insurance rating. In the event that the building's fire insurance rating shall be increased as a result of such nature or manner of use of more than one Unit, the additional premiums as a result thereof shall be equitable apportioned amongst the Owners of such Units as the Board shall determine.

17. Mortgages. Subject to the provisions of this Declaration, the Bylaws and the Act, each Unit Owner shall have the right to make separate mortgages for his respective Unit or Units together with his respective ownership interest in the Common Elements appurtenant thereto. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent his own Unit or Units and his respective Percentage Interest in the Common Elements appurtenant thereto. A Unit Owner which mortgages his Unit or Units shall notify the Association of the name and address of his mortgagee; in the event that such Unit Owner fails to cure any default by him in the performance of his occurrence of such default, the Association shall provide written notice thereof to each mortgagee whose name and address has been provided to it by said Unit Owner. Notwithstanding anything in this Declaration to the contrary, no mortgagee of a Unit Owner shall be entitled to exercise the voting rights of the mortgagor Unit Owner under this Declaration or the Bylaws unless and until such mortgagee shall have become a Unit Owner in possession by foreclosure or deed in lieu thereof.

18. Real Estate Taxes. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed and levied against each Unit Owner for his Unit and his corresponding percentage of ownership interest in the Common Elements, as provided in the Act. In the event that any such taxes or assessments for any year are not separately assessed and levied against each Unit Owner, but rather are assessed or levied against the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage ownership interest in the Common Elements, and, in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed or levied against the Property as a whole.

19. Utilities/Amenities. Each individual Unit Owner will be responsible for the payment of utility expenses of his individual Unit, including but not limited to power, light, gas, sewage, and water.

20. Compliance with Provisions of Declaration and Bylaws. Each Owner and his Occupants shall comply strictly with the provisions of this Declaration, the

21. Common Expenses and General Assessments.

(a) The cost of the administration, operation, management, maintenance and repair of, and capital replacements of and improvements to, the Property (exclusive of the Units) and the cost of such other items to be provided or services to be performed by the Association which are declared by this Declaration and/or the Association to be Common Expenses shall be borne by the Unit Owners in proportion to their respective Percentage Interests, except as otherwise expressly provided herein.

(b) Payment of the Common Expenses shall be by general assessments made by the Association against each Unit and Unit Owner. The Association may provide that assessments be payable monthly or at other intervals. If default is made in the payment of the installments, the Association may declare the entire annual assessment to be accelerated and to be immediately due and payable. In making general assessments for the Common Expenses, the components of such Common Expenses being assessed shall be separately stated as follows:

(i) Amount assessed for insurance expenses;

(ii) Amount assessed for management fees (to the extent that the management fees charged the Association are based on whether a particular Unit is occupied or not, the general assessment for such fees shall be allocated in a similar fashion);

(iii) Amount assessed for reserves for future repairs and replacements of and additions to Common Elements; and

(iv) Amount assessed for all Common Expenses other than insurance, management fees and reserves.

22. Owner Expenses and Special Assessments. In addition to the payment of the general assessments for Common Expenses made pursuant to Section 21, each Unit Owner shall also be responsible for the payment of such expenses as are specially assessed against him in accordance with the provisions of this Declaration. If any Owner or Occupant of a Unit fails to perform any obligation imposed under this Declaration or the Bylaws or the rules and regulations promulgated by the Board thereunder, then the Association may, but shall not be obligated to, perform the same for the account of the Owner of such Unit and for such purpose may enter upon the Unit, make necessary repairs, advance expenses or other sums necessary to cure the default, and for any such expense, may levy a special assessment upon the Unit.

23. Remedies. Each Owner shall be liable for all general and special assessments made by the Association against his Unit for Common Expenses, and the liability of a Unit Owner for all such assessments made by the Association may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of a Unit with respect to which an assessment is made.

If any Unit Owner shall fail or refuse to pay any portion of a general or special assessment when due, the Association may declare the entire annual general assessments (if the Association provides for the payment thereof in installments) to be accelerated and to be immediately due and payable, and the aggregate amount of all general and special assessments then unpaid and outstanding or thereafter accruing, together with interest thereon until all sums owing the Association are paid in full, shall constitute a lien on the interest of the defaulting Unit Owner in his Unit and the Common Elements. The lien provided for in this Section 23 Shall be in favor of the Association and shall be for the common benefit of all Unit Owners.

Interest shall accrue on all general or special assessments not paid when due at an annual rate equal to five percent (5%) plus the base interest rate from time to time in effect at First Westroads Bank of Omaha, Nebraska, or the maximum lawful

at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or Occupants for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for any combination of remedies, or for any other relief. Each Unit Owner, by his acceptance of a Deed to a Unit, vests in the Board or its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. All expenses of the Board in connection with any such actions of proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon as provided above, shall be charged to and specially assessed against such defaulting Unit Owner, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

In the event of any such default by any Unit Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses incurred in connection therewith, including reasonable attorneys' fees, shall be charged to and specially assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

24. Limitation of Association's Liability. The Association shall not be liable for any failure of any service to be obtained and paid for by the Association hereunder, or for injury or damage to property caused by or on the Common Elements or by another Owner or his Occupants, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the Building, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by gross negligence of the Association. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconveniences or discomfort arising from, the making of repairs or improvements to the Common Elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

25. Indemnification of Board and Officers. Each present or former director or officer of the Association shall be indemnified by the Owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty or liable for willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

27. Damage or Destruction of Property. In case of fire or any other disaster which causes damage or destruction to all or part of the Property, the Association, with the help of an independent appraisal, shall determine the percentage of the Property that was destroyed or substantially damaged.

(a) If less than two-thirds (2/3) of the Property was destroyed or substantially damaged, the Association shall arrange for the prompt repair and restoration of said Property using the proceeds of any insurance on the same for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in proportion to their respective undivided percentage interest in the Common Elements. Reconstruction of the Property shall mean the restoring of the same to substantially the same condition as was authorized by the Association and existing prior to the damage or destruction, with each Unit and the Common Elements and facilities having the same vertical and horizontal boundaries as before.

(b) If two-thirds (2/3) or more of the Property is destroyed or substantially damaged, the Association shall, within thirty (30) days after such destruction or damage, call a special meeting of Unit Owners for the purpose of deciding whether or not the Property shall be repaired and restored. If at least two-thirds (2/3) of the votes at such meeting favor repair or restoration of the Property, the Association shall promptly arrange for the reconstruction of the same, using the proceeds of any insurance on the Property for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in proportion to their respective undivided percentage interest in the Common Elements. However, in the event that at least two-thirds (2/3) of the Property is destroyed or substantially damaged, and less than two-thirds (2/3) of the votes at such meeting favor making provision for reconstruction, the Association shall record, with the Douglas County Recorder, a notice setting forth such facts; and upon the recording of such notice:

(i) The Property shall be deemed to be owned in common by the Unit Owners;

(ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the undivided percentage interest previously owned by such Owner in the Common Elements;

(iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided fractional interest of the Unit Owner in the Property; and

(iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of any insurance on the Property, shall be considered as one fund and shall be divided among all Unit Owners in accordance with the undivided percentage interest owned by each Owner in the Property, as set forth in Exhibit C of this Declaration, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided percentage interest in the property owned by each Unit Owner. (See also Section 28 hereof.)

28. Condemnation. If at any time or times during the continuance of this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

(a) Proceeds. All compensation, damages, or other proceeds therefrom (the "Condemnation Award") shall be payable to the Association.

(b) Complete Taking.

2

relevant and applicable.

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(ii) On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled.

(c) **Partial Taking.** If less than the entire Property is taken or condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the condominium regime established hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners as follows: (i) the total amount allocated to taking of or injuring to the Common Elements, shall be apportioned among the Owners on the basis of each Owner's interest respectively in the Common Elements as set forth in Exhibit C; (ii) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned; (iii) the respective amounts allocated to the taking of or injury to a particular Unit and to the improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved and (iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If the allocation of the Condemnation Award is already established by negotiation, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

(d) If a partial taking results in the taking of a complete Unit, the Owner thereof automatically cease to be a member of the Association, shall cease to hold any right, title, or interest in the remaining Common Elements and shall execute any and all documents necessary to accomplish the same. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners for amendment of this Declaration.

29. Termination.

(a) In the event that two-thirds (2/3) of the Property is destroyed or substantially damaged, and if the Unit Owners have not voted to reconstruct, the Property shall be removed from the provisions of the Act without further action or agreement thirty-one (31) days after such destruction or damage.

(b) If at least ninety percent (90%) of the votes of the Unit Owners favors the removal of the Property from the provisions of the Act, the Property shall be removed from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded, that their liens be transferred to the undivided percentage interest of the Unit Owners in the Property.

(c) After removal of the Property from the Act, the Unit Owners shall own the property and all assets of the Association as tenants in common and the respective mortgagees and lienors (if any) of the Unit Owners shall have mortgages and liens upon the respective undivided interest of the Unit Owners. Such undivided percentage interests of the Unit Owners shall be the same as the undivided percentage interest in the Common Elements prior to removal from the Act.

30. Association Right to Acquire Additional Property. The Association may acquire and hold for the benefit of all of the Owners tangible personal property and may dispose of the same by sale or otherwise. A conveyance of a Condominium Unit shall transfer to the grantee ownership of the grantor's beneficial interest in all such property interests associated with the Unit.

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(but only changes required in connection with the approval of building permits, occupancy permits and the like or as long as it holds a second mortgage on any portion of the Property). Where appropriate, amendments or modification of this Declaration or an Exhibit attached hereto may be made in the form of an Amended and Substituted Declaration or Exhibit, as the case may be.

32. (a) If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

(b) The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law.

(c) Whenever used herein, unless the context shall otherwise provide, the singular form of a word shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(d) Section titles are for convenience of reference and are not intended to limit, enlarge, or change the meaning of the contents of this section.

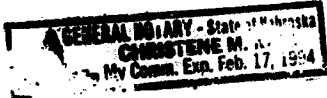
IN WITNESS WHEREOF, the undersigned partnership owns all of the condominium units which are the subject of the foregoing Declaration of Submission Horizontal Property Regime, and said partnership does hereby approve and consent to the execution and recordation thereof.

HOWARD STREET PARTNERSHIP

By [Signature]
Spaghetti Works Restaurants, Inc - Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 7 day of September, 1990, by Brent Lambi, President of Spaghetti Works Restaurants, Inc., a Nebraska Corporation, on behalf of said corporation.

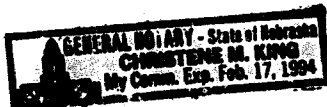


[Signature]
Notary Public

By [Signature]
Aristides Abariotes - Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 8 day of September, 1990, by Aristides Abariotes, A Partner of Howard Street Partnership.



[Signature]
Notary Public

By [Signature]
Edith Gallagher - Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 6 day of September, 1990, by Edith Gallagher, A Partner of Howard Street Partnership.




[Signature]

CERTIFICATE OF ARCHITECT

The undersigned (hereinafter referred to as the "Architect") hereby certifies that the foregoing drawings represent the existing building as of the date hereof; that said drawings represent the Architect's best judgment as to the planned configuration of the proposed condominium units and common elements and have been prepared under my direct personal supervision; that the square footages have been determined on the basis of said drawings and are as accurate as is feasible to determine therefrom, and that I am a duly registered architect under the laws of the State of Nebraska.

Dated this 27th day of August, 1990.


John D. Albers AIA
A-2162
11408 Elm Street
Omaha, NE 68144

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1210 - 1214 HOWARD STREET

AREA SUMMARY

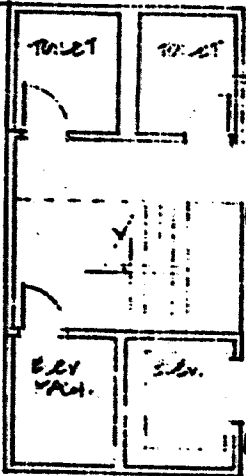
Unit 1			2287.375
Unit 2			2279.062
Unit 3			2324.870
Unit 4			2390.915
Unit 5			2447.873
Unit 6			2447.873
Unit 7			2287.375
Unit 8			2279.062
SPACE X	Bay 1	Retail	2052.25
	Bay 2		3038.26
	Bay 3		2557.25
	Bay 4		5500.50

General Common Elements 10206.745 *

TOTAL GROSS SQ. FT 42099.41

<u>UNIT NUMBER</u>	<u>LOCATION</u>	<u>AREA IN NET RENTABLE/SALEABLE SQUARE FEET*</u>	<u>COMMON AREA ACCESS</u>	<u>PERCENTAGE INTEREST**</u>
1	SW/Flat	2287.375	ALL	7.172
2	NW/Flat	2279.062	ALL	7.146
3	SW/Stack	2324.870	ALL	7.290
4	SE/Stack	2390.915	ALL	7.498
5	NW/Stack	2447.873	ALL	7.675
6	NE/Stack	2447.873	ALL	7.675
7	SW upper/ Flat	2287.375	ALL	7.172
8	MW upper/ Flat	2279.062	ALL	7.146
Space X	Bay 1/SW Street Level	2052.25	Elev./Main Corr. Lobby	6.435
	Bay 2/SE Street Level	3038.26	Elev./Main Corr. Lobby	9.526
	Bay 3/SW Basement	2557.25	Elev./Main Corr. Lobby	8.018
	Bay 4/NW Basement	5500.50	Elev./Main Corr. Lobby	17.247
Totals		31892.665		100.00

Box 1887, Box 259

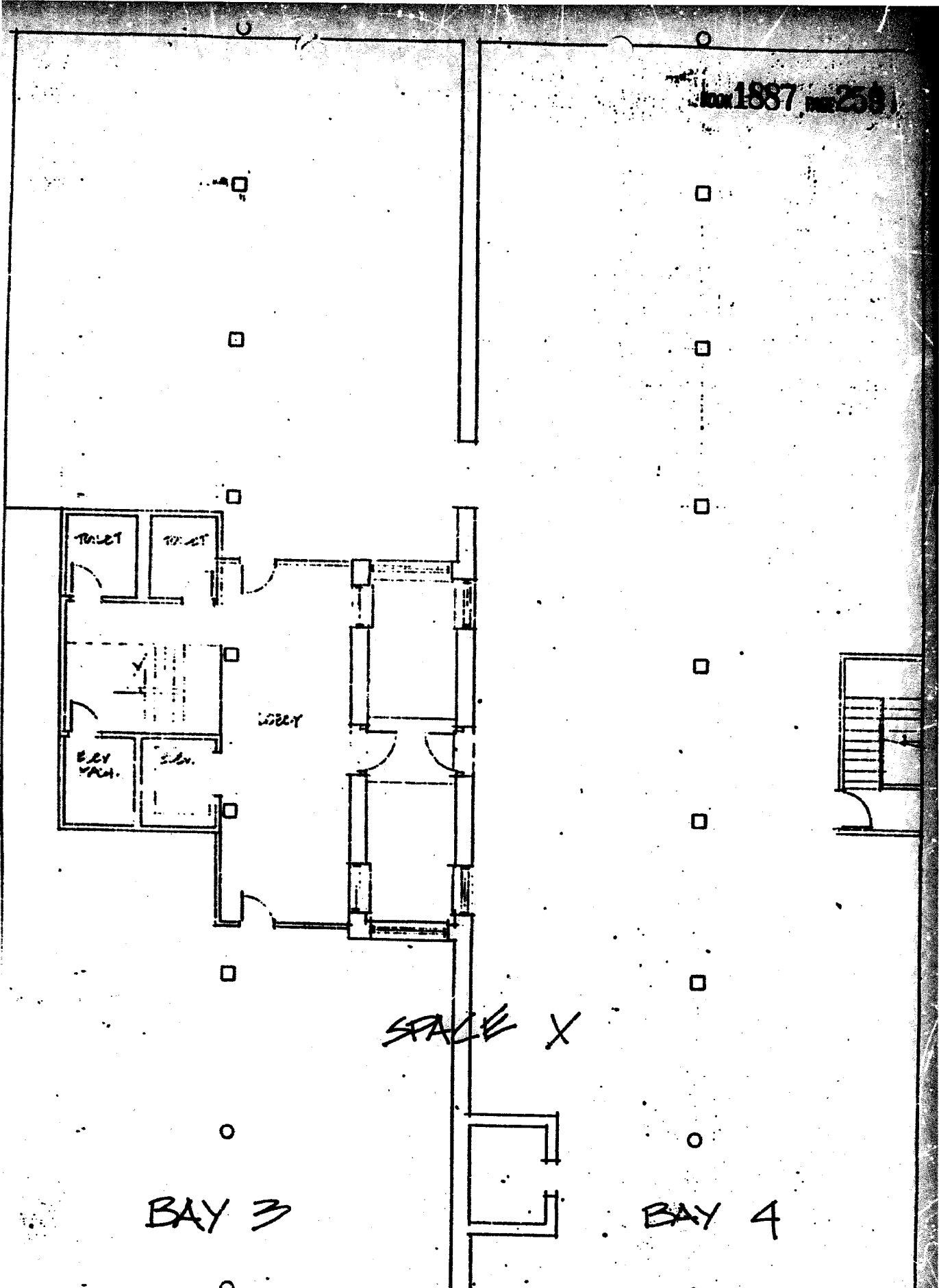


LOBBY

SPACE X

BAY 3

BAY 4



NO. 1887 260

GARAGE - 8 CAR

GARAGE - 8 CAR

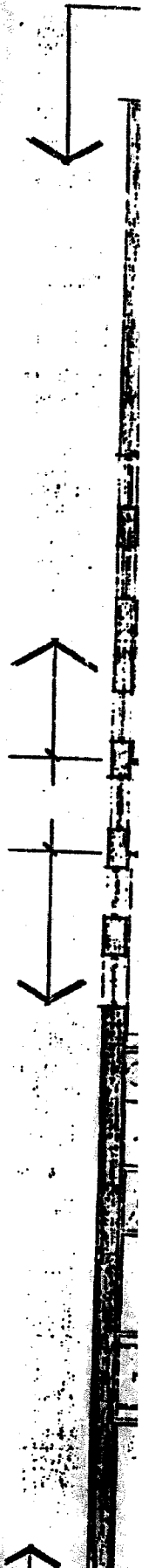
LOBBY

SPACE X

BAY 1

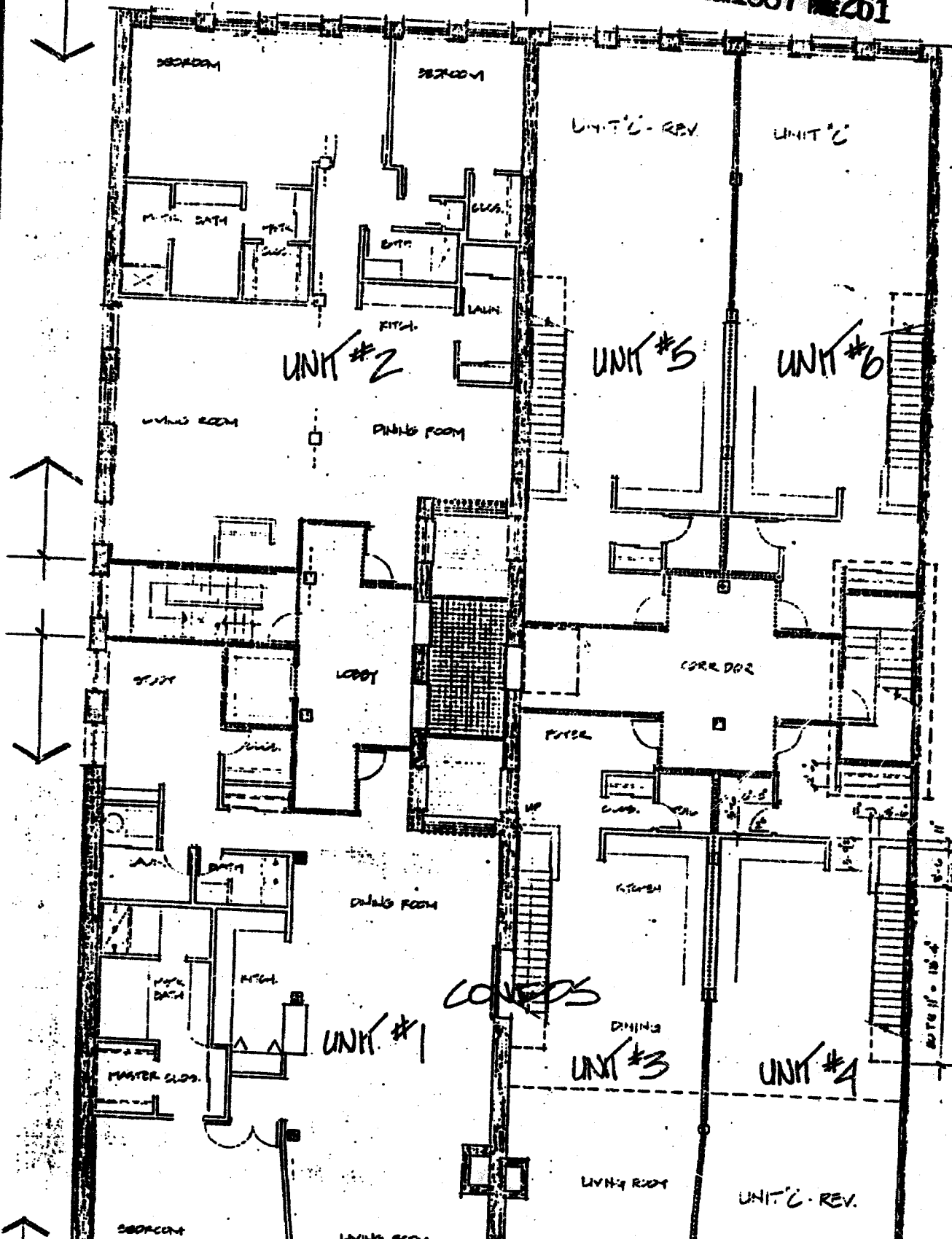
BAY 2

CORR.



UNIT 5 - 2 EACH
1 STOREY, 2 BEDROOM, 2630±

ROOM 1887 PAGE 261



NOV 1887 NO 252

UNIT 'C' - REV

UNIT 'C'

UNIT #5
SECOND FLOOR

UNIT #12
SECOND FLOOR

UNIT #8

LAUNDRY

MASTER BATH

MASTER
CLOSET

CENTRAL

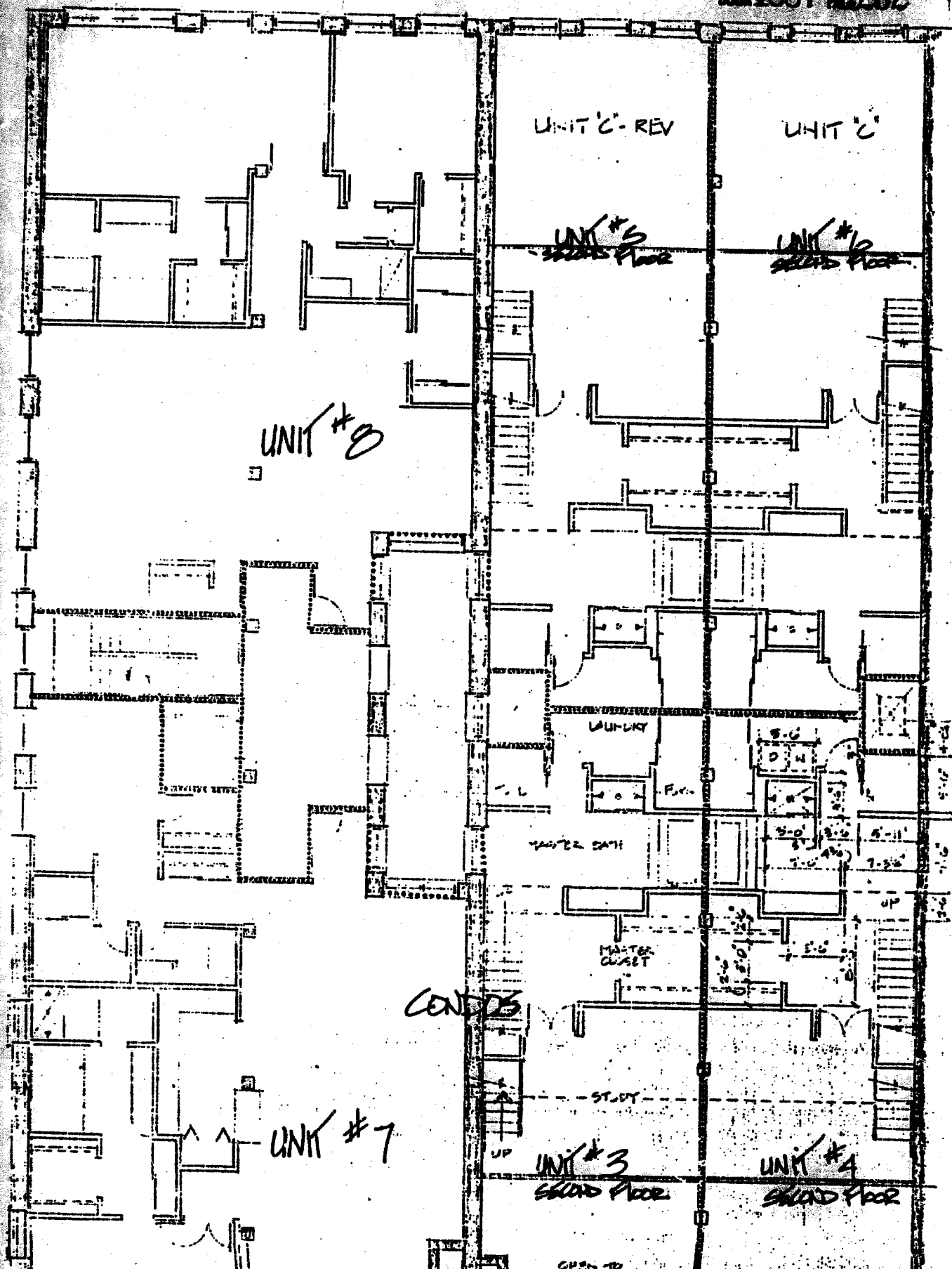
STUDY

UNIT #7

UNIT #3
SECOND FLOOR

UNIT #4
SECOND FLOOR

OPEN TO



262

BOOK 1887 PAGE 263

ST. 11 5/8
19-7 1/2

UNIT # 5
LOFT

UNIT # 6
LOFT

ROOF - SEE ROOF PLAN

OPEN TO BELOW

ALIGN TO WALLS BELOW

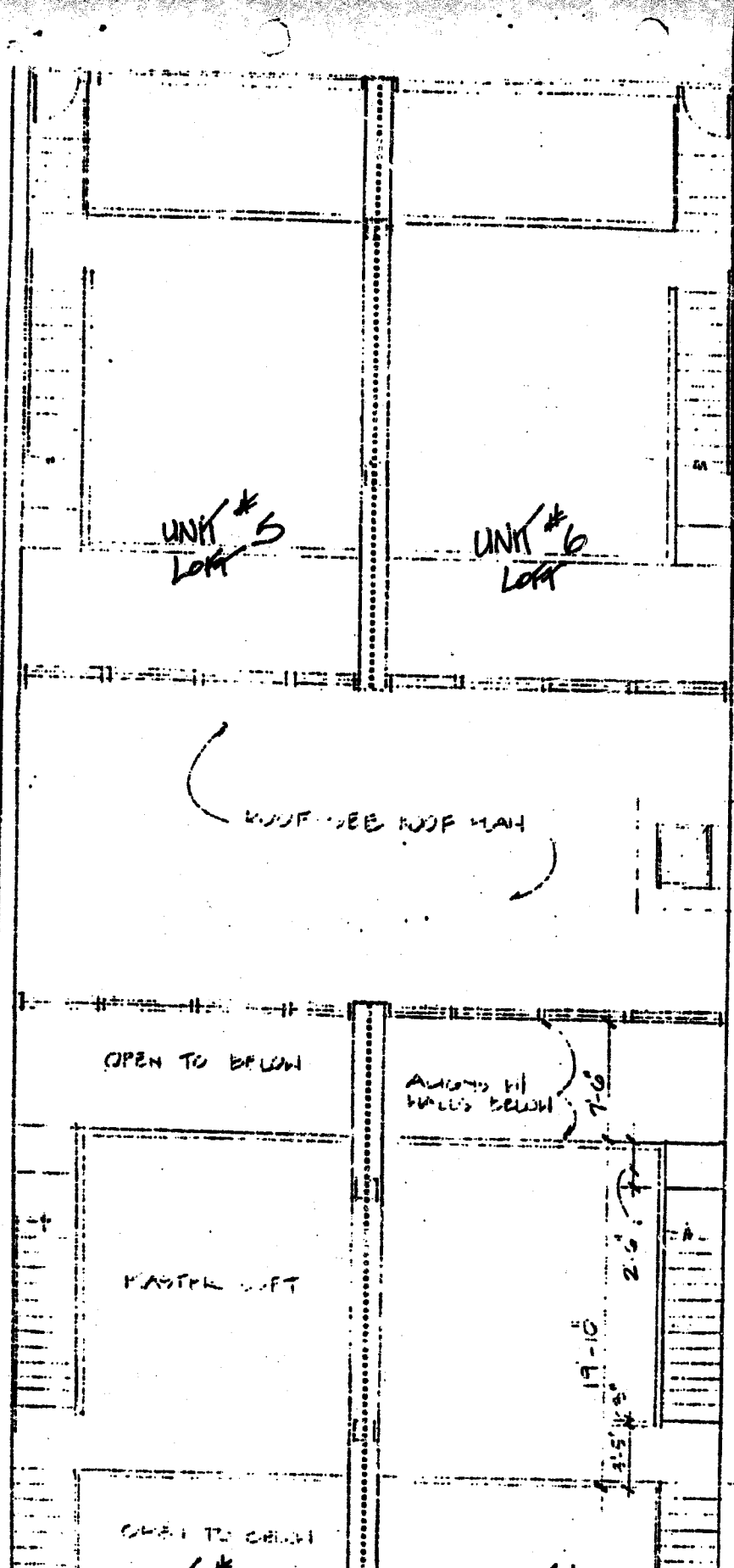
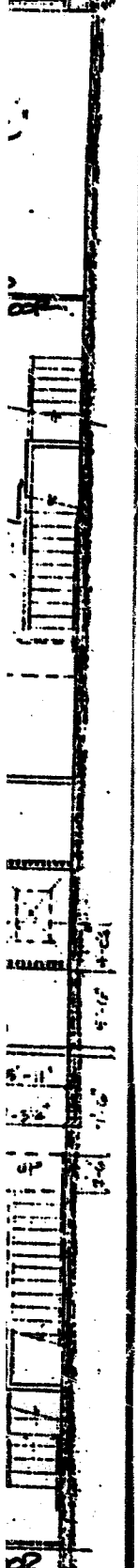
MASTER SUITE

19-10

2-6 1/2

13-6

OPEN TO BELOW



RECEIVED
JAN 16 1 01 PM '92
GEORGE J. RUGLEWICZ
REGISTER OF DEEDS
DUBLAS COUNTY, NE

AMENDMENT OF
FLOOR PLAN OF
HOWARD STREET CONDOMINIUM

Howard Street Condominium hereby files an amendment to the Floor plan of real estate located in the County of Douglas, State of Nebraska, more particularly described as follows to-wit:

The East 44' of Lot 6 and the West 44' of Lot 7,
Block 150, Original City of Omaha.

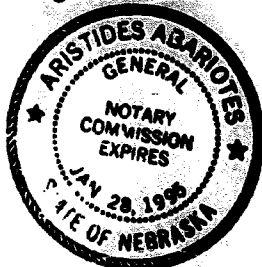
and previously described in a Floor plan Recorded on November 15, 1990 in Book 1887 of Page 256 to 263 in the records on the County recorder of Douglas County, Nebraska is hereby replaced with the attached foregoing floor plans.


Brent Lambi, Manager
Howard Street Condominium

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 15TH day of January, 1992, by Brent Lambi, manager Howard Street Condominium.


Notary Public



243
1507
1992

30 JUL '92

1210 Building
 1210 Howard Street Omaha, NE
 NEA Project No. 350791 12-20-91.

K. [Signature]
 1-15-92
 REGISTERED PROFESSIONAL ARCHITECT
 STATE OF NEBRASKA

AREA BREAKDOWN SUMMARY

Unit No.	Common Area Access	Area in Net Useable/ Saleable Square Feet	Percentage Interest
1. 201	All	Living Area 2287 SF Garage 452 Storage 735 Total 3474 SF	10.624
2. 202	All	Living Area 2279 SF Garage 452 Storage 945 Total 3676 SF	9.995
3. 203	All	Living Area 2325 SF Garage 452 Storage 420 Total 3197 SF	9.219
4. 204	All	Living Area 2448 SF Garage 452 Storage 420 Total 3320 SF	9.574
5. 205	All	Living Area 2391 SF Garage 452 Storage 725 Total 3568 SF	10.289
6. 206	All	Living Area 2448 SF Garage 452 Storage 725 Total 3568 SF	10.289
7. 307	All	Living Area 2287 SF Garage 480 Storage 735 Total 3502 SF	10.099
8. 308	All	Living Area 2279 SF Garage 484 Storage 735 Total 3498 SF	10.088

TOTAL RESIDENTIAL.....27,803 SF 80.177

Rental Bay No. 1 Street Level SW	Elevator/ Main Corridor/ Lobby	2007 SF	5.788
Rental Bay No. 2 Street Level SE	Elevator/ Main Corridor/Lobby	2890 SF	8.344
Rental Bay No. 3 Basement SW	Elevator Main Corridor/Lobby	1977 SF	5.701

TOTAL COMMERCIAL.....6,874 SF 19.823
TOTAL USABLE/SALABLE AREA.....34,677 SF

T
C
b
A
p
p
f
a
d



Kenneth Hahn
Architects, Inc.

Architecture/Planning/Interior Design/Engineering

4101 Farnam Street
Omaha, Nebraska 68131
402/344-4400
FAX 344-2079

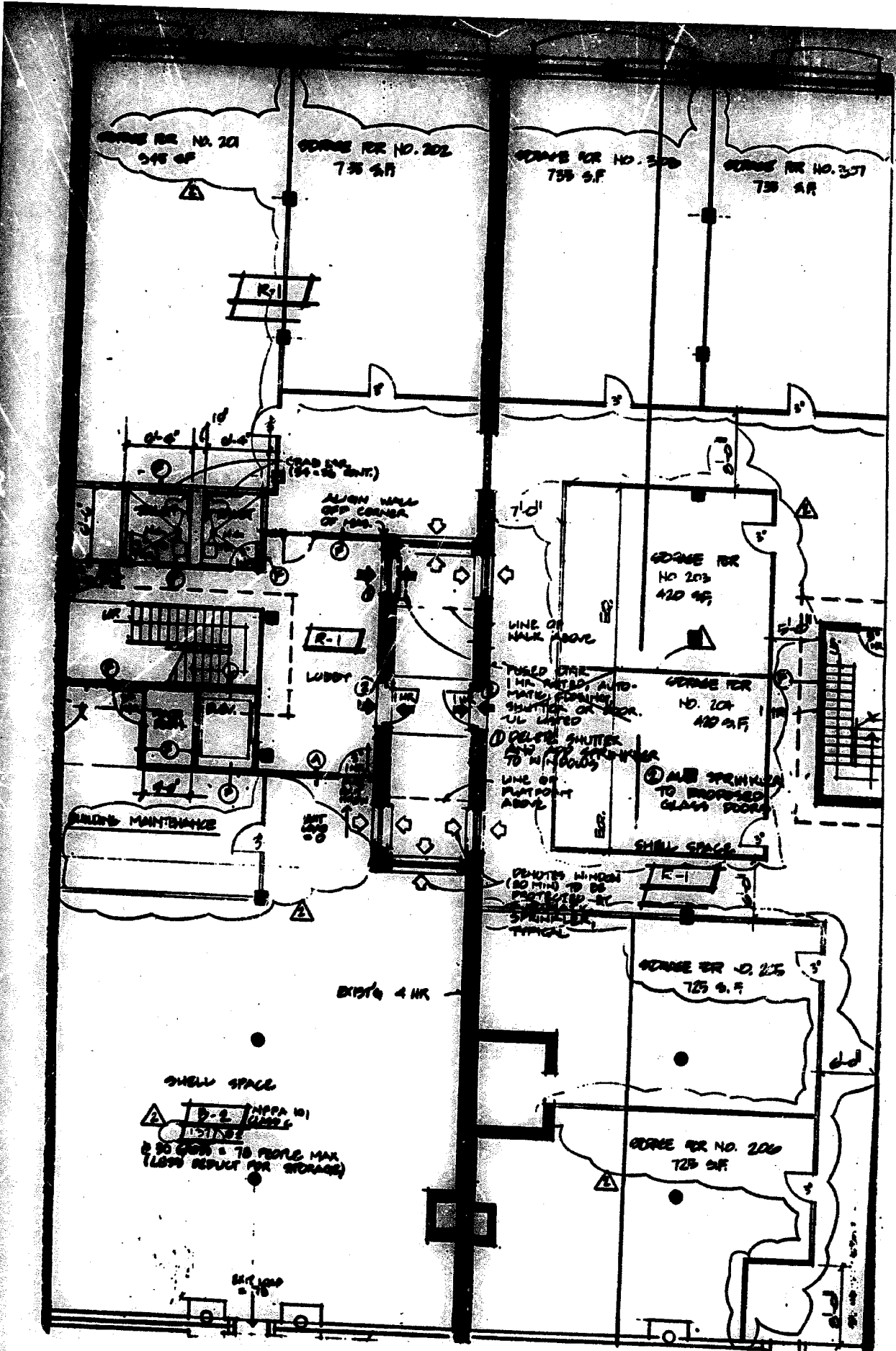
CERTIFICATE OF ARCHITECT

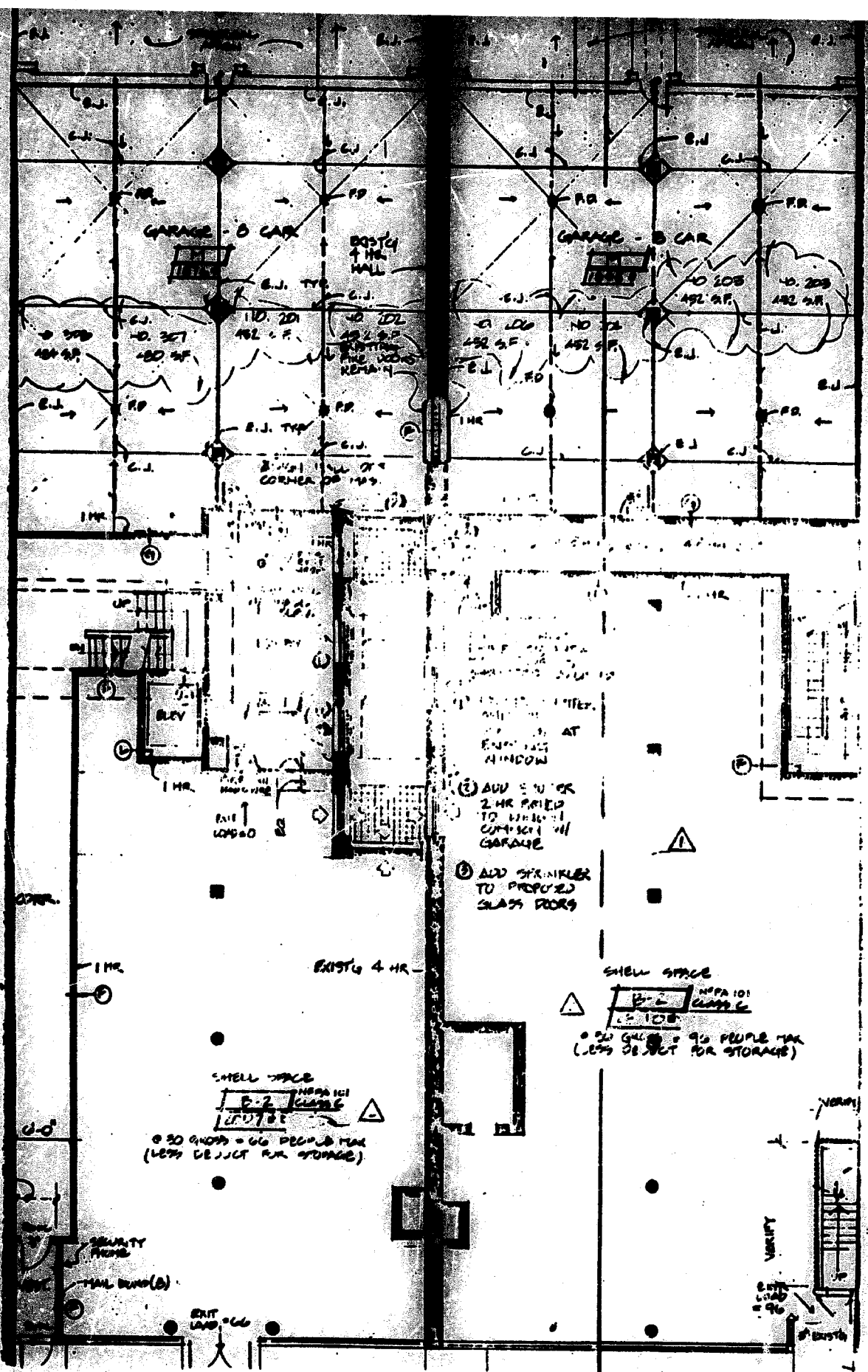
The undersigned (hereinafter referred to as the "Architect") hereby certifies that the foregoing drawings represent the existing building as of the date hereof; that said drawings represent the Architect's best judgment as to the planned configuration of the proposal condominium units and common elements and have been prepared under my direct personal supervision; that the square footages have been determined on the basis of said drawings and are as accurate as is feasible to determine therefrom, and that I am a duly registered architect under the laws of the state of Nebraska

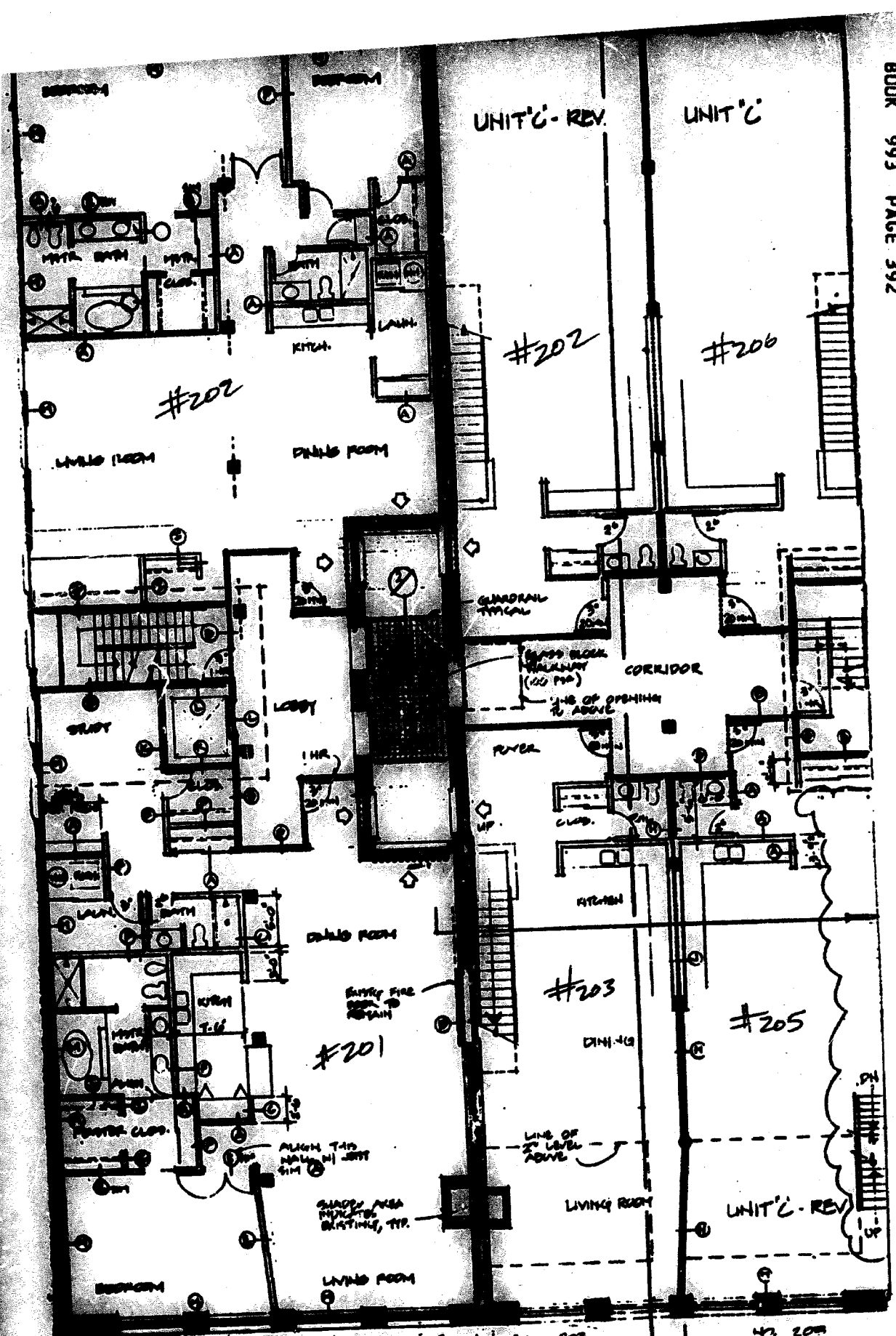
Dated this 15th day of January, 1991.

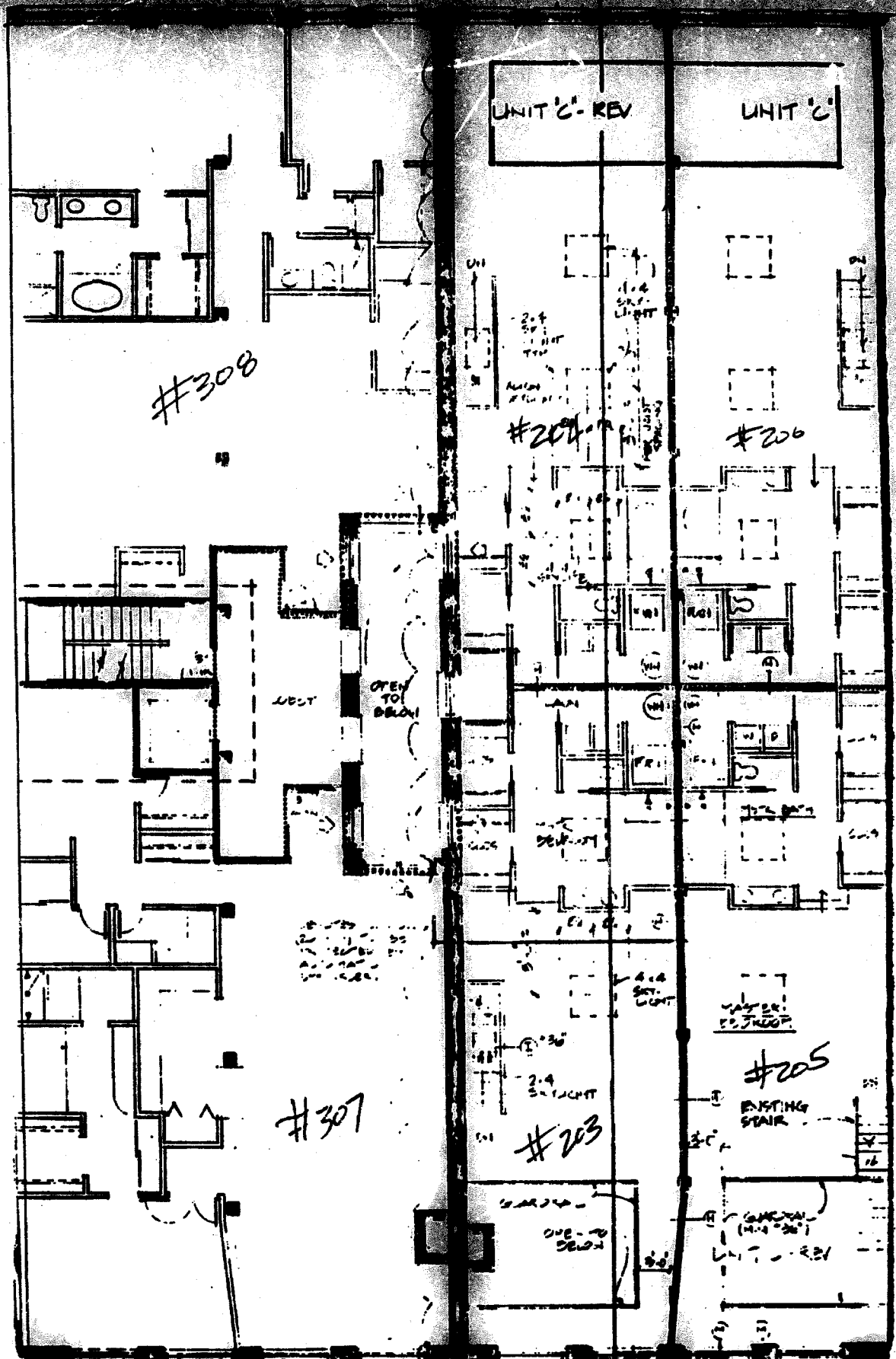
A handwritten signature in black ink that reads "Kenneth J. Hahn AIA". The signature is written in a cursive, flowing style.

Kenneth J. Hahn, AIA
A-1576
4101 Farnam Street
Omaha, NE 68131









AMENDMENT OF FLOOR PLAN OF 1210-1214 Howard Street, a condominium

Howard Street Condominium hereby files an amendment to the Floor plan of real estate located in the County of Douglas, State of Nebraska, more particularly described as follows to-wit:

The East 44' of Lot 6 and the West 44' of Lot 7, Block 130, Original City of Omaha.

and previously described in a Floor plan Recorded on November 15, 1990 in Book 1887 of Page 256 to 263 in the records on the County recorder of Douglas County, Nebraska is hereby replaced with the attached forgoing floor plans.

Howard Street Partnership by: Spaghetti Works Restaurants, Inc.

[Signature] By Brent Lambi, President Spaghetti Works Restaurants, Inc., a Partner in Howard Street Partnership

STATE OF NEBRASKA))ss. COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 23rd day of January, 1992, by Brent Lambi, President Spaghetti Works Restaurants, Inc., a Partner in Howard Street Partnership, on behalf of said corporation and partnership.

[Signature] Notary Public

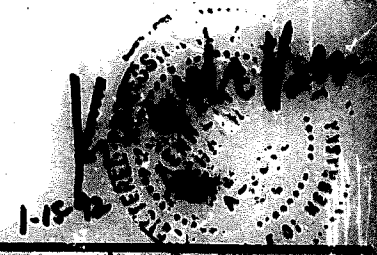


1744

26. N. 92 EWICZ EEDS CITY, NE

1210 Building
1210 Howard Street Omaha, NE
KHA Project No. 380791 12-20-91

AREA BREAKDOWN SUMMARY



Unit No.	Common Area Access	Area in Net Useable/ Saleable Square Feet	Percentage Interest
1. 201	All	Living Area 2287 SF Garage 452 Storage 735 Total 3474 SF	10.624
2. 202	All	Living Area 2279 SF Garage 452 Storage 945 Total 3676 SF	9.995
3. 203	All	Living Area 2328 SF Garage 452 Storage 420 Total 3197 SF	9.219
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5. 205	All	Living Area 2391 SF Garage 452 Storage 725 Total 3568 SF	10.289
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TOTAL RESIDENTIAL.....27,803 SF 80.177

Rental Bay No. 1 Street Level SW	Elevator/ Main Corridor/Lobby	2007 SF	5.788
Rental Bay No. 2 Street Level SE	Elevator/ Main Corridor/Lobby	2890 SF	8.344
Rental Bay No. 3 Basement SW	Elevator Main Corridor/Lobby	1977 SF	5.701

TOTAL COMMERCIAL.....6,674 SF 19.823
 TOTAL COMMON/SALABLE AREA.....34,477 SF
 Common Area.....7,423 SF
 TOTAL GROSS AREA.....42,000 SF

-The Net Square Feet of Area shown is the Net Useable square footage of the Unit as computed in accordance with the standard for such computations established by the Building Owners and Managers



Kenneth Hahn
Architects, Inc.

Architecture/Planning/Interior Design/Engineering

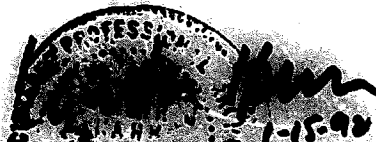
4101 Farnam Street
Omaha, Nebraska 68131
402/344-4400
FAX 344-2079

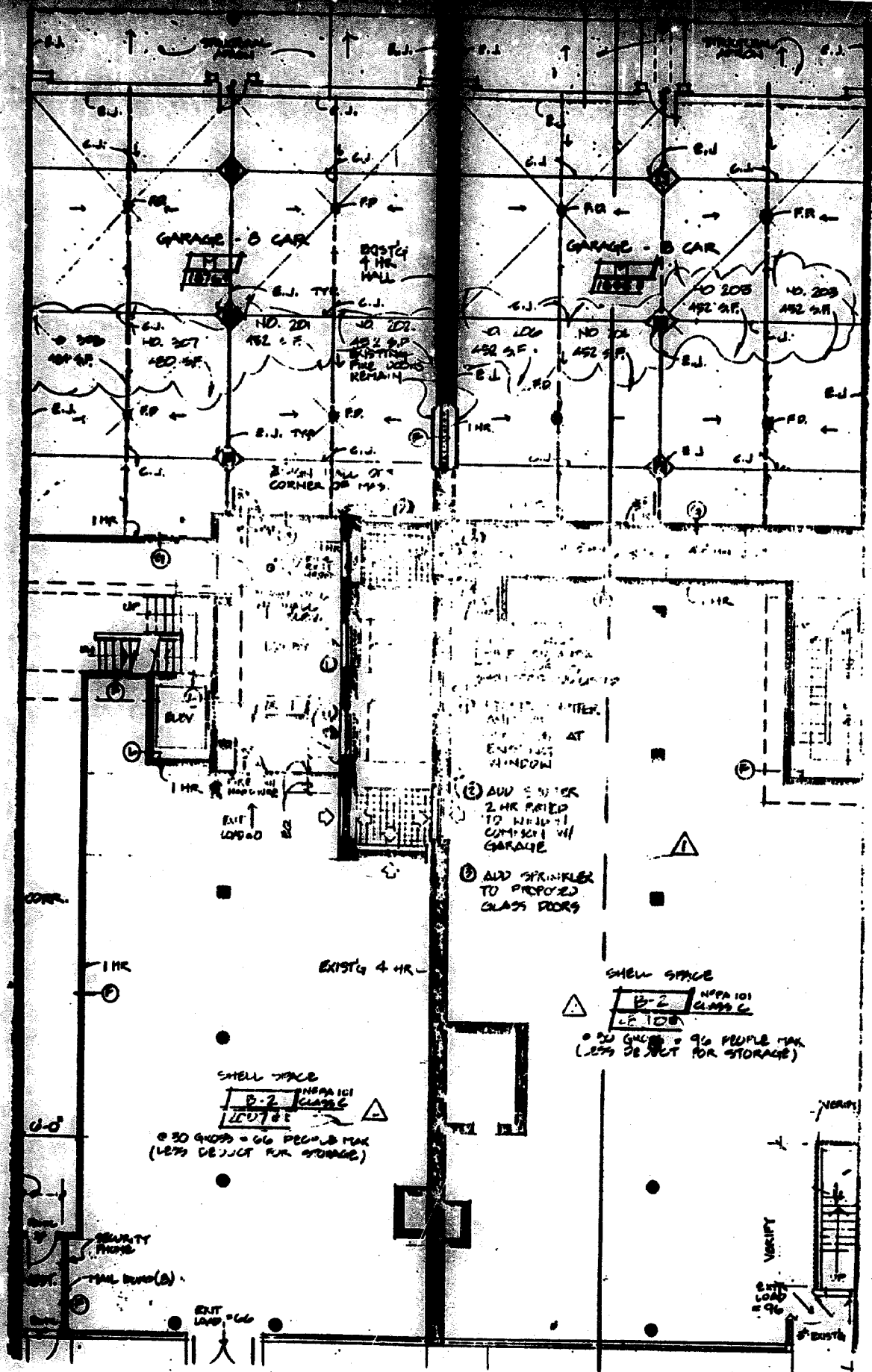
CERTIFICATE OF ARCHITECT

The undersigned (hereinafter referred to as the "Architect") hereby certifies that the foregoing drawings represent the existing building as of the date hereof; that said drawings represent the Architect's best judgment as to the planned configuration of the proposal condominium units and common elements and have been prepared under my direct personal supervision; that the square footages have been determined on the basis of said drawings and are as accurate as is feasible to determine therefrom, and that I am a duly registered architect under the laws of the state of Nebraska

Dated this 15th day of January, 1991.

Kenneth J. Hahn, AIA
A-1576
4101 Farnam Street
Omaha, NE 68131





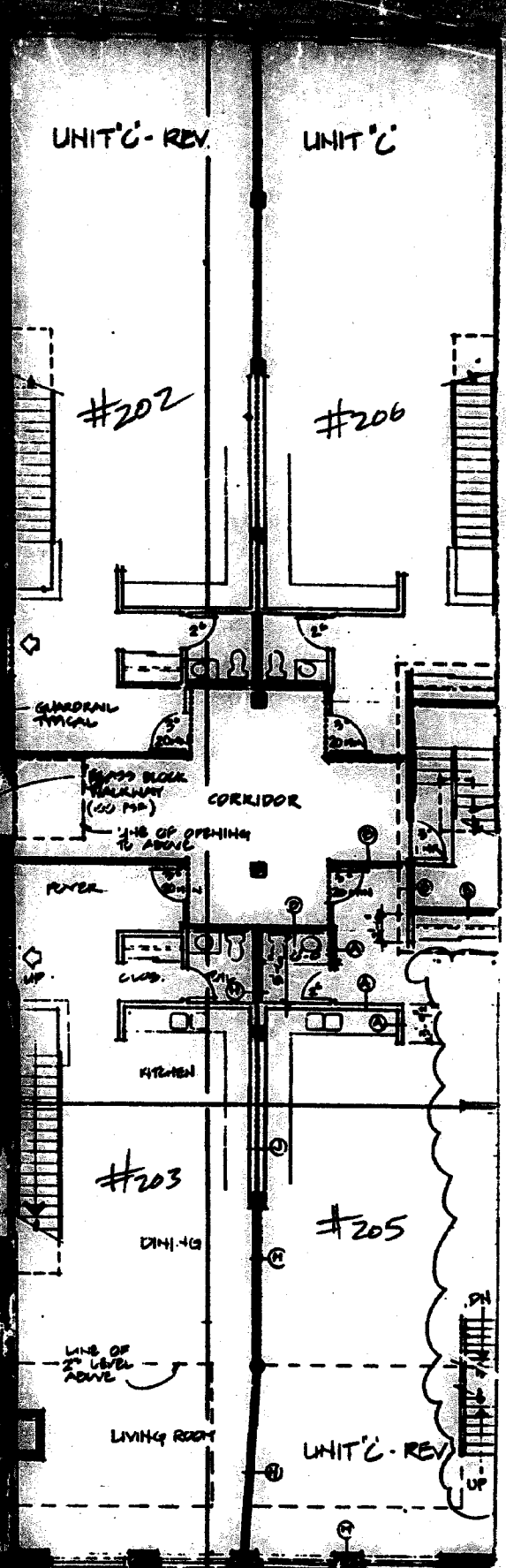
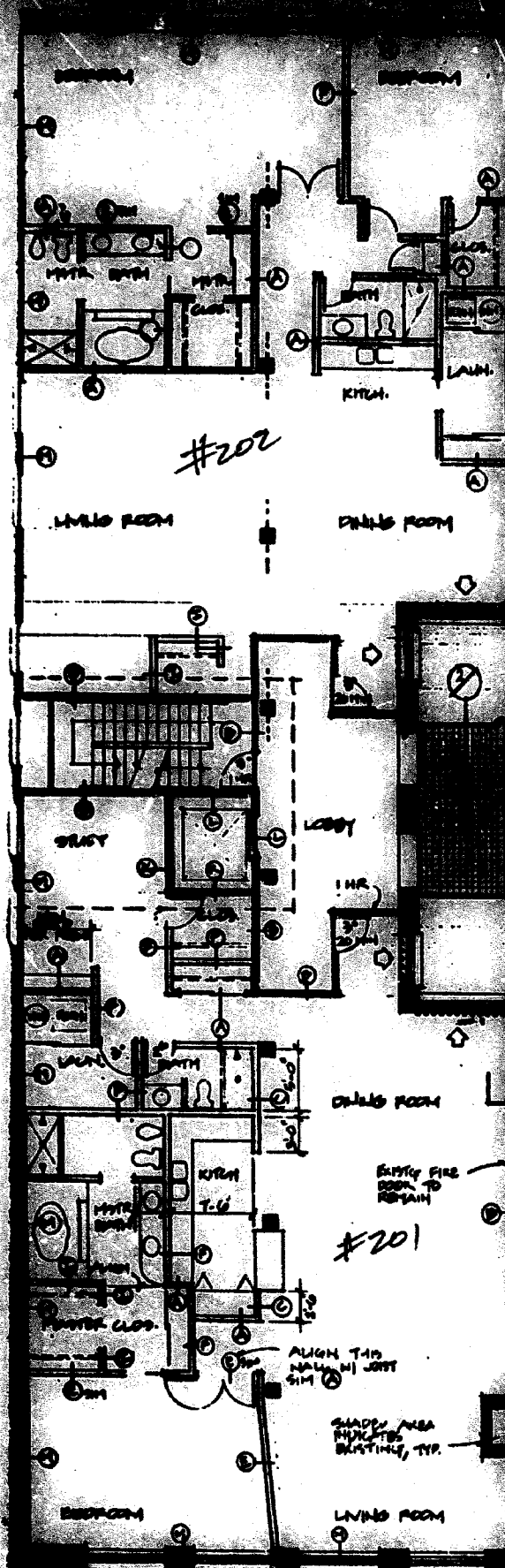
- ① ADD CENTER 2 HR RATED TO WINDOW COMPART W/ GARAGE
- ② ADD SPRINKLER TO PROPOSED GLASS DOORS

SHELL SPACE
 B-2 CLASS C
 LE 100
 @ 50 GROSS = 96 PEOPLE MAX
 (LESS DEDUCT FOR STORAGE)

SHELL SPACE
 B-2 CLASS C
 LE 100
 @ 50 GROSS = 96 PEOPLE MAX
 (LESS DEDUCT FOR STORAGE)

SECURITY PHONE
 MAIL ROOM (S)

VERIFY
 EXIT LOAD = 96



7

B

AMENDMENT TO
DECLARATION OF SUBMISSION TO
HORIZONTAL PROPERTY REGIME

1210-1214 HOWARD STREET a CONDO - AMENDED ²⁻²⁴⁻⁹²

The following amendment is to a declaration of a Horizontal Property Regime and Floor Plan originally recorded November 15, 1990 in Book 1887 at Page 236 in the Register of Deeds Office of Douglas County, Nebraska and amended by Amendment of Floor Plan of Howard Street Condo, recorded January 16, 1992 in Book 993 at Page 1387 and amendment of the Floor Plan also on January 23, 1992 in Book 994 at Page 142.

The following items are amended to read as follows:

16. **INSURANCE.**

16 (b) The Association shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage, debris removal, cost of demolition and water damage endorsements, ensuring the Common Elements and the Units and covering the interests of the Association, the Board and all Units Owners and their mortgages, as their interests may appear (subject, however to the loss payment and adjustment provisions in favor of the Board and the Insurance Trustee contained in paragraphs (f), (g) and (h) of this Section 16), in an amount equal to 100% of the then current replacement cost of the Common Elements and the Units (exclusive of the Parcel, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amounts to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). Such policy shall also provide:

16 (c)(v) A "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner.

The Board shall review such limits once a year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

16 (d) The Association may obtain and maintain:

16 (j) The Owner of any Condominium Unit (including any mortgagee thereof) may obtain additional insurance at his own expense; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Association, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Section 16 or if written by another carrier, shall provide that it shall be without contribution as against the same. The Declarant recommends that each Owner of a Unit obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "tenant's Policy", or equivalent, to insure against loss or damage to personal property (including but not limited to furniture, furnishings, equipment and other personally used or incidental to the use or occupancy of the Unit) from fire, vandalism, or malicious mischief, theft, personal liability and the like.

Handwritten marks and scribbles at the bottom of the page.

IN WITNESS WHEREOF, the undersigned partnership owns at least 67% of all of the condominium units which are the subject of the foregoing Declaration of Submission Horizontal Property Regime, and said partnership does hereby approve and consent to the execution and recordation thereof.

HOWARD STREET PARTNERSHIP

By *Brent Lambi*
Spaghetti Works Restaurants, Inc.,
Managing Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 21 day of February, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally known, who being by me duly sworn did say that he is a partner of Howard Street Partnership, the partnership named in the foregoing instrument, and said Brent Lambi acknowledged said instrument to be his own free act and deed and thus the free act and deed of said corporation.

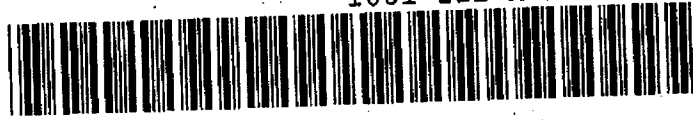


Paul S. Clark
Notary Public

3
x
ED 2-21-92



1001 221 MISC



06629 92 221-224

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

AMENDMENT TO
DECLARATION OF SUBMISSION TO
HORIZONTAL PROPERTY REGIME
1210-1214 HOWARD STREET, A CONDOMINIUM - AMENDED

Howard Street Condominium hereby files an amendment to the Declaration of Submission to Horizontal Property Regime 1210-1214 Howard Street, a Condominium, originally recorded November 15, 1990 in Book 1887 at Page 236 in the Register of Deeds Office of Douglas County, Nebraska as amended by the Amendment to Declaration of Submission to Horizontal Property Regime 1210-1214 Howard Street, a Condominium, recorded on February 24, 1992 in Book 997 at Page 722, Amendment of Floor Plan of Howard Street Condominium, recorded January 16, 1992 in Book 993 at Page 387 and Amendment to Floor Plan of Howard Street Condominium filed on January 23, 1992 in Book 994 at Page 142.

The property made subject to the amendments contained herein and those above-referenced amendments is as follows:

The East 44' of Lot 6 and the West 44' of Lot 7, Block 150, original City of Omaha.

The Declaration of Submission to Horizontal Regime 1210-1214 Howard Street, a Condominium shall be amended as follows:

To Item No. 6 a second paragraph shall be added to read as follows:

Any lease or rental agreement relevant to the use of any Unit must be in writing and must be subject to the requirements of this Declaration, Association Bylaws and any other rules or regulations promulgated by the Association or Board of Directors. No Unit may be leased or rented for a term less than thirty (30) days.

Item No. 13(a)(iii) shall be deleted.

Item No. 14(a) shall be amended to read as follows:

There shall be reserved in favor of the City of Omaha, Nebraska

6629
Jan 92

26 JAN '92
REGISTER OF DEEDS
CITY, NE

Unit Owner shall have the right to make separate mortgages for his respective Unit or Units together with his respective ownership interest in the Common Elements appurtenant thereto. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent his own Unit or Units and his respective Percentage Interest in the Common Elements appurtenant thereto. A Unit Owner which mortgages his Unit or Units shall notify the Association of the name and address of his mortgagee or mortgagees; in the event such Unit Owner fails to promptly cure any default by him in the performance of his duties as established by this Declaration, the Bylaws or any other rule or regulation promulgated by the Association or Board, the Association shall provide written notice thereof to each mortgagee whose name and address has been provided to it by said Unit Owner.

To Item No. 22 a second paragraph shall be added to read as follows:

Assessments, as provided for in this Declaration and the Bylaws shall commence as of the date this Declaration is recorded.

Item No. 31 shall be amended to read as follows:

Except as otherwise provided in this Declaration, this Declaration and the Exhibits attached hereto may be amended or modified by resolution setting forth such amendment or modification and duly adopted by the affirmative vote of Owners holding not less than sixty-seven (67%) percent of the votes as provided for in the Bylaws, and duly acknowledged before a Notary Public. Where appropriate, amendments or modifications of this Declaration or an Exhibit attached

-2-

the earlier of (1) four months after seventy-five (75%) percent of the Units have been sold by Declarant and conveyed to Unit purchasers, or (2) three years after the first Unit is conveyed by Declarant to a Unit purchaser.

Item No. 34 shall be added and shall read as follows:

Any holder, insurer, or guarantor of a trust deed or mortgage on any Unit shall have the right to timely written notice of (1) any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; (2) any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders (as defined in the Bylaws). To be entitled to receive the aforesaid information, the mortgage holder, insurer or guarantor must send a written request to the Association, stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guarantees) the mortgage.

IN WITNESS WHEREOF, the undersigned partnership owns at least sixty-seven (67%) percent of all of the condominium Units which are the subject of the foregoing Declaration of Submission Horizontal Property Regime, and said partnership does hereby approve and consent to the execution and recordation thereof.

DATED this 13TH day of March, 1992.

HOWARD STREET PARTNERSHIP

By:

Brent T. [Signature]

BOOK 1001 PAGE 224

NOTARY PUBLIC STATE OF MICHIGAN
CAROL WILKINSON
My Comm. Exp. Oct. 3, 1995

NOTARY PUBLIC STATE OF MICHIGAN
CAROL WILKINSON
My Comm. Exp. Oct. 3, 1995

-3-

undersigned, a Notary Public in and for said State of Michigan, did see and know the person who came Bent Lamb, personally known and who being by me duly sworn did say that he is a partner of Howard Street Partnership, the partnership named in the foregoing instrument, and said Bent Lamb acknowledged said instrument to be of his own free act and deed and thus the free act and deed of said corporation.

Carol Wilkinson

Notary Public





1002 556 MISC



07501 92 556-564

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

BOOK 1002 PAGE 556

RECEIVED

l MAR 24 3 04 PM '92

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

AMENDMENT OF
FLOOR PLAN OF
1210-1214 Howard Street, a condominium - *amended*

Howard Street Condominium hereby files an amendment to the Floor Plan of real estate located in the County of Douglas, State of Nebraska, more particularly as follows to-wit:

The East 44' of Lot 6 and the West 44' of Lot 7,
Block 150, Original City of Omaha.

and previously described in a Floor plan recorded on November 15, 1990 in Book 1887 at Page 236 in the Register of Deeds Office of Douglas County, Nebraska as amended by Amendment of Floor Plan of Howard Street Condo, recorded January 16, 1992 in Book 993 at Page 387, refiled January 23, 1992 in Book 994 at Page 142 is hereby replaced with the attached foregoing floor plans.

Howard Street Partnership
by: Spaghetti Works Restaurants, Inc.



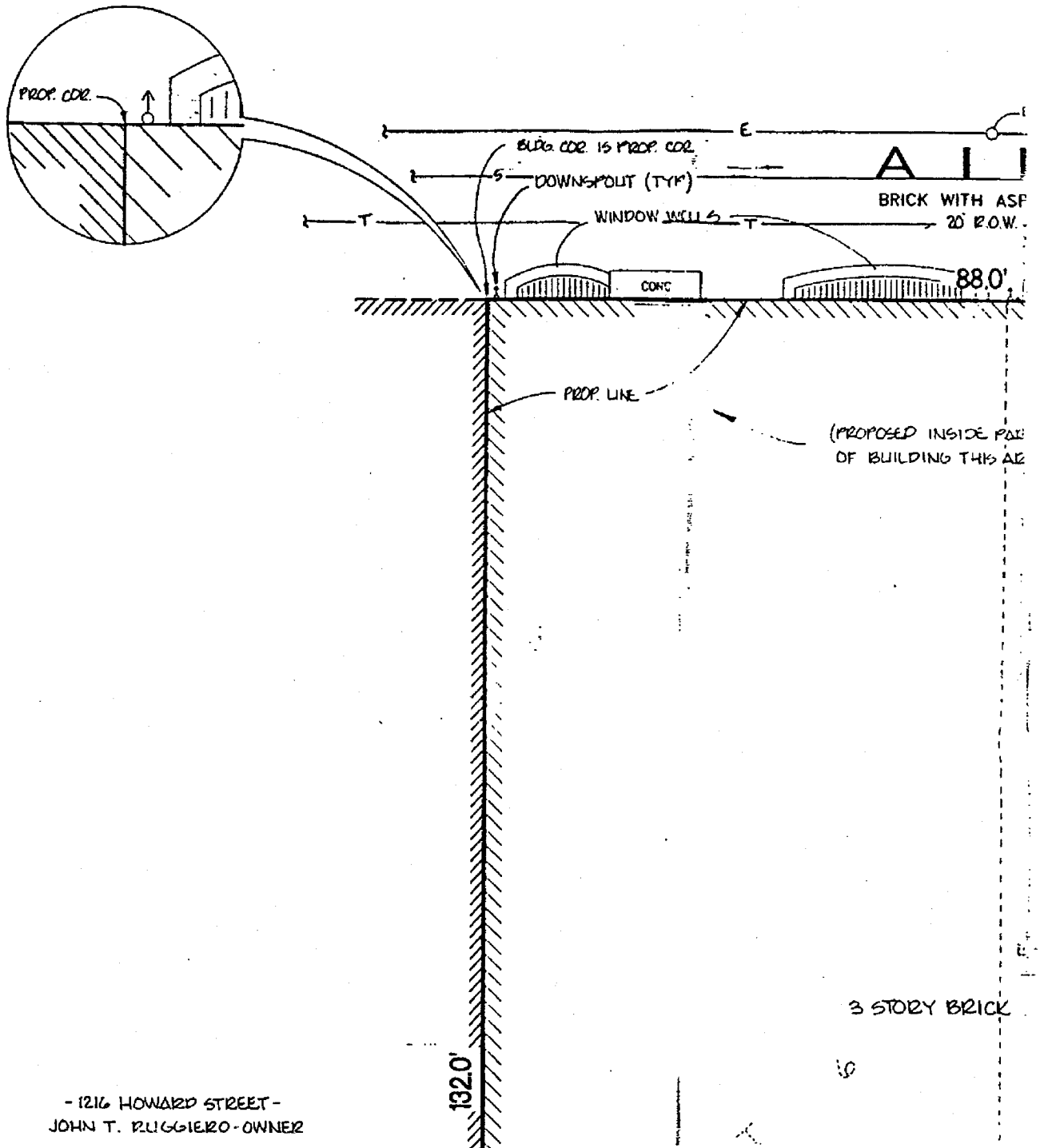
By Brent Lambi, President
Spaghetti Works Restaurants, Inc. a
Partner in Howard Street Partnership

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

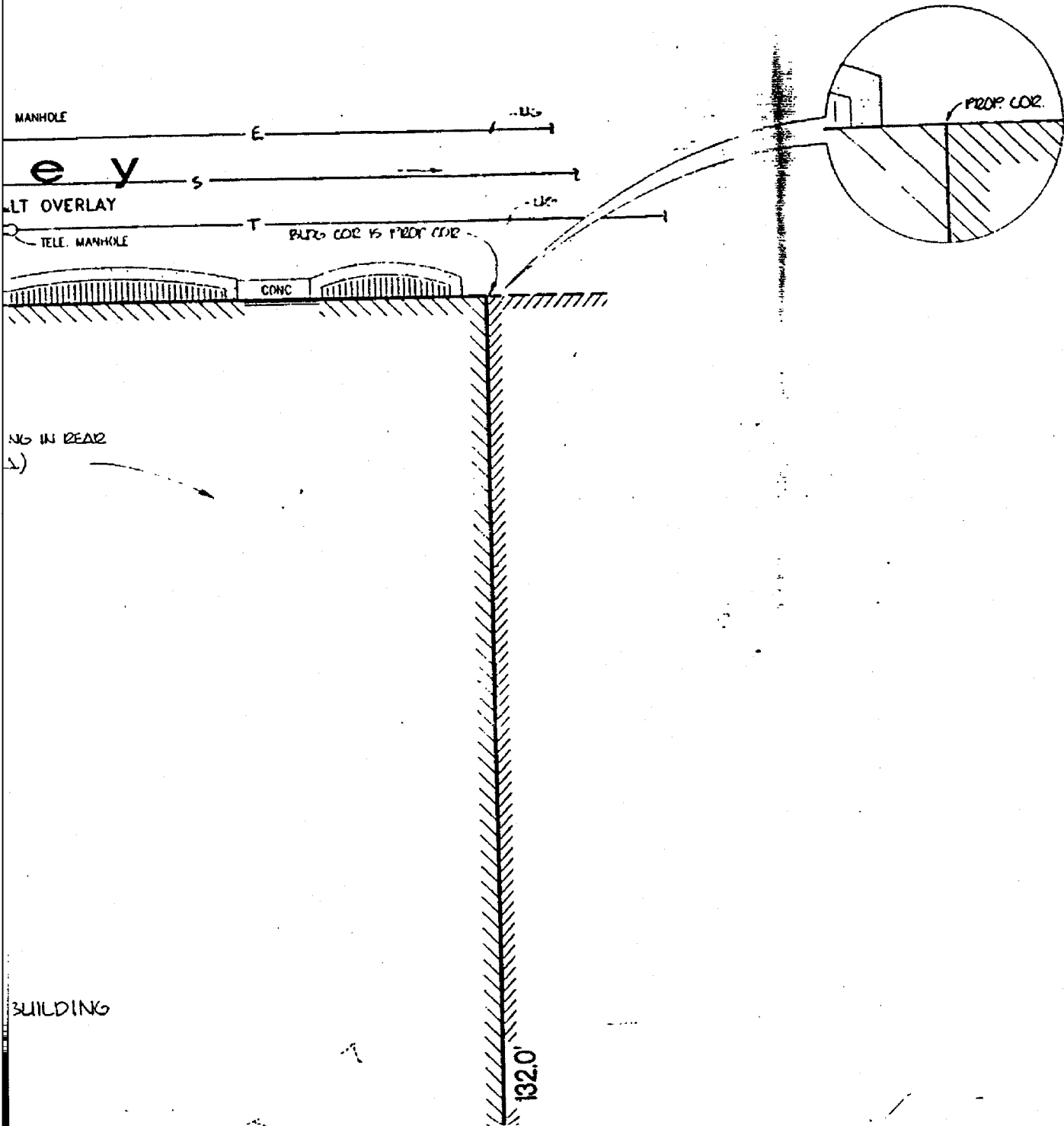
The foregoing instrument was acknowledged before me on the ^{24th} ~~23rd~~ day of March, 1992, by Brent Lambi, president, Spaghetti Works Restaurants, Inc., a Partner in Howard Street Partnership, on behalf of said corporation and partnership.

Misc

Mary Ann ...



- 1216 HOWARD STREET -
JOHN T. RUGGIERO - OWNER



UTILITIES AS DEPICTED HEREON ARE AS RECORDS OF THE UTILITY COMPANY INV CLEARING OR CONSTRUCTING, VERIFY L AND CALL "ONE CALL LOCATOR", (344- IDENTIFICATION AND LOCATION.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1988.

I, MYRON R. KAUSS, A REGISTERED LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN ON THIS MAP AND DESCRIBED HEREON; THAT THE MAP IS TRUE AND CORRECT; THAT ALL IMPROVEMENTS ERECTED ON SAID PROPERTY SUCH AS BUILDINGS ARE WITHIN THE BOUNDARIES OF SAID PROPERTY; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS, IMPROVEMENTS, ROADWAYS, FENCES OR OTHERWISE EXCEPT AS MAY BE SHOWN THEREON; AND THAT THERE ARE NO VISIBLE RIGHT-OF-WAY, DRIVEWAYS, OR EASEMENTS ON OR ACROSS SAID PROPERTY OTHER THAN THOSE SHOWN ON SAID MAP KNOWN TO THE UNDERSIGNED.

Myron R. Kauss
MYRON R. KAUSS RLS- 286

9-10-90



- 1) THE AREA OF THIS PROPERTY IS 0.268 ACRES MORE OR LESS.
- 2) THIS PROPERTY IS LOCATED IN FLOOD ZONE "C" (NO FLOOD PLAIN INFLUENCES) PER FIRM. COMMUNITY PANEL NO. 315274 0050 D, DATED OCT. 15, 1982
- 3) THIS PROPERTY IS ZONED CBD (CENTRAL BUSINESS DISTRICT) AND IS SUBJECT TO THE SITE DEVELOPMENT REGULATIONS AS SHOWN HEREON.
- 4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A LAND TITLE COMMITMENT OR POLICY. WHEN ONE IS AVAILABLE, SOME CHANGES OR ADDITIONS MAY BE MADE

Site Development Regulation
Each site in the CBD C development regulations.

- Regulator
- Lot Area:
- Lot Width:
- Site Area/Dwelling U
- Floor Area Ratio:

SHOWN ON THE PERMANENT
OLVED. BEFORE DIGGING,
ICATIONS OF ALL UTILITIES
-3565) FOR ACTUAL FIELD

ons
tral Business District shall be subject to the following ~~size~~

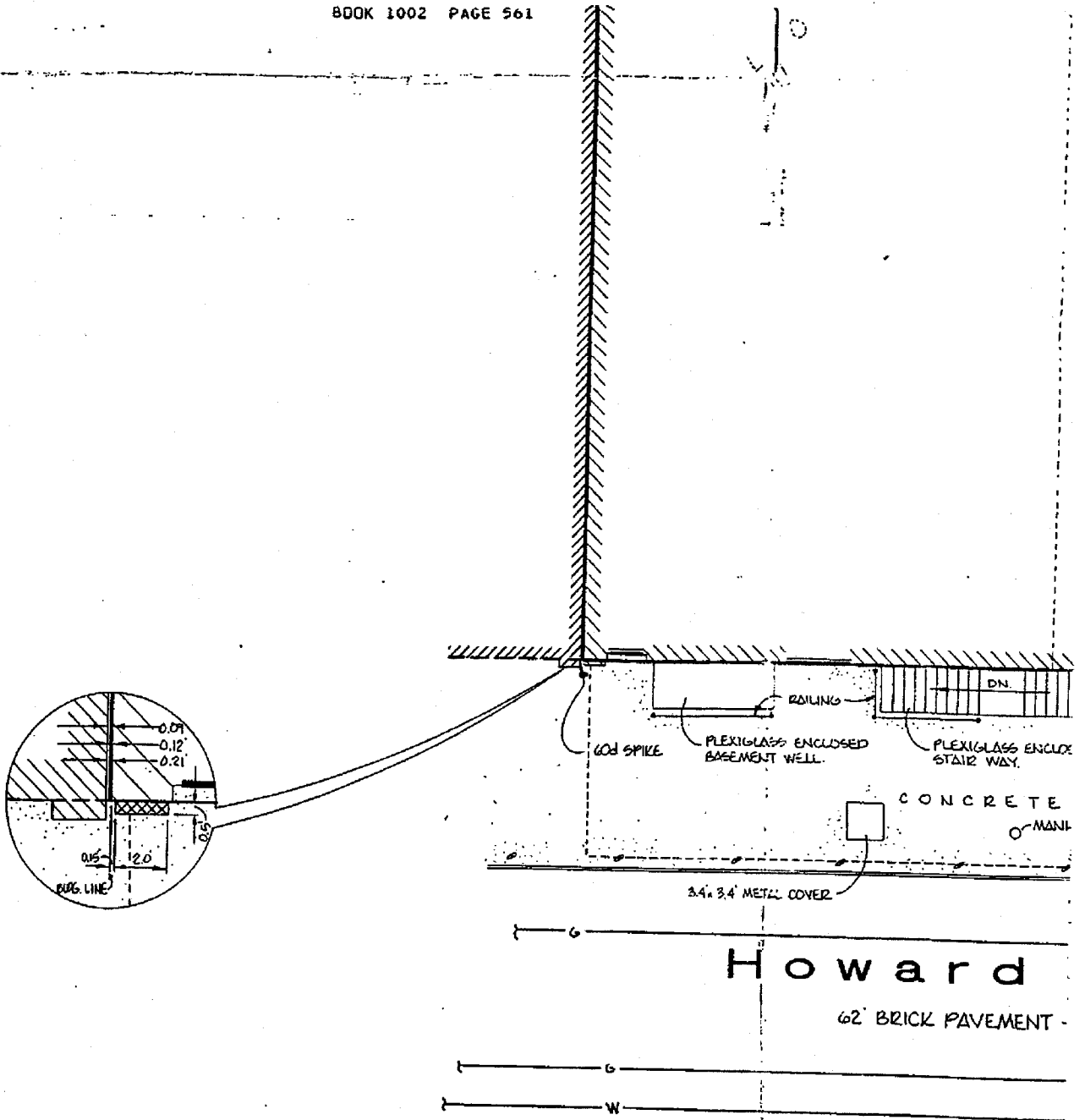
Requirement

No requirement

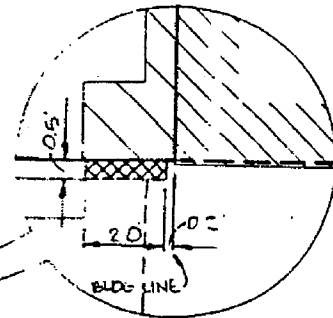
No requirement

100 square feet minimum

10.0 maximum



* BACK ON 4th SIDE OF THIS
BUILDING ... PROPERTY
LINE 0.7' FROM SUBJECT
PROPERTY



PROP. LINE

88.0'

WOOD RAMP

BLDG. COR. IS PROP. COR.

PLEXIGLASS ENCLOSED
BASEMENT WELL.

WALK

MANHOLE

* THIS AREA IS SUBTERRANIAN
UNDER THE SIDEWALK AREA.

PARKING METE2 (TYP)

Street

100' RIGHT-OF-WAY
















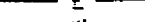
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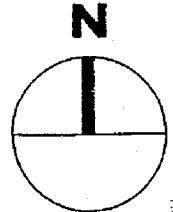
Front Yard:
Street Side Yard:
Interior Side Yard:
Rear Yard:
Height:
Building Coverage:
Impervious Coverage:

LEGAL DESCRIPTION

THE EAST 2/3 OF LOT 6 AND THE WEST 44' OF LOT 7,
BLOCK 150, OMAHA CITY LOTS, AS SURVEYED, PLATTED
AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

LEGEND

-  MANHOLE
-  POWER POLE w/ GUY ANCHOR
-  TELEPHONE RISER
-  STREET LIGHT
-  FIRE HYDRANT
-  TRANSFORMER
-  SIGN
-  TREE
-  SANITARY SEWER
-  STORM SEWER
-  TELEPHONE LINE (OH=OVERHEAD UG=UNDERGROUND)
-  ELECTRIC LINE (OH=OVERHEAD UG=UNDERGROUND)
-  WATER LINE
-  GAS LINE
-  CABLE TELEVISION LINE
-  BLDG. PILASTER OVER PROP LINE.



SCALE: 1" = 10'

LAND TITLE SURVEY

1210 HOWARD STREET OMAHA, NEBRASKA

PROJECT NO. 1959SK DATE 9/10/90 BOOK 102 PAGE 41

DRAWN M. J. OEHME CHECKED M. R. KAUSS

BOUNDARYLINE SURVEYS
MIKE KAUSS & ASSOCIATES, INC.
11902 Elm Street * Omaha, Ne. 68144 * (402) 334-2032

REVISION

No requirement

No requirement

No requirement BOOK 1002 PAGE 564

No requirement

No requirement

100 percent permitted

100 percent permitted

40

50

VEY

SCALE 1" = 10'

FEET 1 OF 1

NS