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OF THE PAXTON CONDOMINIUM PROPERTY REGIME**

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**LIST OF EXHIBITS**

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Exhibit "B"	Condominium Plans
Exhibit "C"	Allocated Interests
Exhibit "D"	Sign Criteria

DECLARATION AND MASTER DEED  
OF THE PAXTON CONDOMINIUM  
PROPERTY REGIME

This Declaration and Master Deed of The Paxton Condominium Property Regime is made and entered into this 16<sup>th</sup> day of October, 2006, by Shamrock Parking, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, pursuant to the terms of the Nebraska Condominium Act (hereinafter referred to as the "Act"), Shamrock Parking, LLC, the sole record owner of the Property legally described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property") does hereby subject the Property to the condominium form of ownership as "THE PAXTON CONDOMINIUM ASSOCIATION, INC.," as provided for in the Act and in this Declaration and Master Deed of The Paxton Condominium Property Regime (hereinafter referred to as the "Declaration").

WHEREAS, by virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, and every Owner of any portion of the Property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to the terms hereof.

WHEREAS, in addition to the formation of this Condominium, to be comprised of the Property aforementioned, Shamrock Parking, LLC, hereby further reserves unto itself and its successors and assigns acting as Declarant, Special Declarant Rights, as defined in the Act, to include by way of example and not limitation, the right to exercise Development Rights, as defined in the Act, including the right and option, but not the obligation, in its own discretion and by its own act, to (i) relocate the boundaries of any Unit or Units, and (ii) further subdivide any one or more of the Units into additional Units, Common Elements or both, all as further provided in Article XV of this Declaration and pursuant to the terms of the Act.

WHEREAS, in furtherance of the plan of condominium ownership and the purposes and intents thereof, Declarant sole owner of the Property hereby submitted to the Act and this Declaration, together with all improvements constructed thereon, hereby makes this Declaration which shall apply to, govern, control and regulate the sale, resale, or other disposition, acquisition, ownership, use and enjoyment of the Property and the improvements located thereon, and does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Property herein described and shall be binding on the present owner of the Property and all its successors and assigns and all subsequent owners of the Property and improvements constructed thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, Declarant, as the owner of the Property located in Douglas County, Nebraska, and as described in Exhibit "A" attached hereto, for the purposes above set forth, does hereby declare said Property and all

Improvements and facilities constructed thereon to be a condominium property regime hereunder known as The Paxton Condominium Property Regime, under the Act and in furtherance thereof declares and provides:

#### ARTICLE I - DEFINITIONS

The following terms, as used herein or elsewhere in any of the Condominium documents relating to The Paxton Condominium Property Regime, unless otherwise provided, are defined as follows:

1.1 Allocated Interests means the undivided interest in the Common Elements and Common Expense Liability allocated to each Unit.

1.2 Articles of Incorporation means the Articles of Incorporation of the Association as the same now exist or may be hereafter amended.

1.3 Association means The Paxton Condominium Association, Inc.

1.4 Association's Board of Directors, Board of Directors or Board means the Board of Directors of the Association, the members of which shall be elected from time to time as provided in this Declaration, the By-Laws and the Articles of Incorporation and shall be elected pursuant to the terms of the Act. The Board of Directors shall be the governing body of the Association and may sometimes herein be referred to as the Board or the Executive Board.

1.5 By-Laws means the By-Laws of the Association as may be amended from time to time.

1.6 City means the City of Omaha, Nebraska.

1.7 Commercial/Office Units means that part of the Condominium Regime located on the First and Second Levels of the Paxton Building (as defined in Section 1.24, below) and the First and Fourth Levels of the Parking Facility (as defined in Section 1.22, below), and as more particularly described in Section 2.2 and Section 2.4(b) hereof.

1.8 Common Elements means all portions of the Condominium other than the Units.

1.9 Common Expenses means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.10 Common Expense Liability means the liability for Common Expenses allocated to each Unit pursuant to the terms of this Declaration and the Act.

1.11 Condominium, Condominium Regime or Condominium Project means the Real Estate described in Exhibit "A" attached hereto and incorporated herein by this reference, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions.

1.12 Declarant means Shamrock Parking, LLC, and its successors and assigns in interest that succeed to any Special Declarant Rights inclusive of the Development Rights.

1.13 Declaration means this Declaration and Master Deed of the Paxton Condominium Property Regime, as such may be amended from time to time.



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1.14 Development Guidelines or Guidelines shall mean the design and development guidelines and standards and the review and approval procedures that may be prepared and issued from time to time by the Board of Directors pursuant to Article VI, below, for the purpose of assisting lessees, the Unit Owners and Purchasers in preparing development and improvement plans for a Unit within the Condominium Regime.

1.15 Development Rights means any right, or combination of rights, reserved by the Declarant in this Declaration to add Real Estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or convert Units into additional Units, Common Elements or both, or to relocate the boundaries of any Unit within the Condominium Regime, including the rights reserved to Declarant, as set forth in Article XV, below.

1.16 Dispose or Disposition means a voluntary transfer to a Purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

1.17 Eligible Mortgage Holder means any first mortgage instrument recorded or filed in the office of the Register of Deeds of Douglas County, Nebraska, encumbering a Unit or any portion thereof as security for the performance of an obligation given in good faith and for valuable consideration which is not a fraudulent conveyance under Nebraska law, but does not mean any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code or an encumbrance affecting any leasehold interest in a Unit (such as leasehold mortgage).

1.18 Identifying Number means a symbol or address which identifies only one Unit and any corresponding Limited Common Element in the Condominium Project.

1.19 Improvements shall mean all buildings, structures, underground installations, slope and grade alterations, lighting, elevators, walkways, gutters, storm drains, drainageways, utilities, driveways, screening walls, walls, exterior doors, windows, window boxes, awnings, stairs, stairwells, decks, patios, balconies, skywalks, plantings, planted trees and shrubs, sidewalks, poles, flags, signs, storage or display areas, loading areas, docks, fountains, water features, facilities and all other structures or improvements of every type and kind.

1.20 Limited Common Element means a portion of the Common Elements allocated by this Declaration, the By-Laws or by the Act for the exclusive use of one or more but fewer than all of the Units.

1.21 Managing Agent means the Person, company, or other legal entity who undertakes the duties, responsibilities and obligations of the management of the Association and the Condominium which Managing Agent may be employed or terminated by a vote of the Board of Directors, subject to any outstanding contract rights as might exist.

1.22 Parking Facility shall mean the building constructed on Lot 1, in Block 138, in the Original City of Omaha, Replat 1, as surveyed and lithographed, in Douglas County, Nebraska.

1.23 Parking Unit(s) shall mean any parking unit(s) located in the Parking Facility (as defined in Section 1.22) and as more particularly described in Section 2.3, below.

1.24 The Paxton Building shall mean the twelve (12) story building located on Lots 1 and 2, Block 138, original City of Omaha, a subdivision as lithographed and recorded in Douglas County, Nebraska.

1.25 Period of Declarant Control shall commence with the recording of this Declaration and shall continue until the earlier of (i) sixty (60) days after the date by which seventy-five (75%) percent of the Residential Units and Commercial/Office Units have been conveyed to Unit Purchasers, or (ii) two (2) years after the date the Declarant has ceased to offer Residential Units or Commercial/Office Units for sale in the ordinary course of its business.

1.26 Person means a natural person, corporation, partnership, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however, that for a land trust, "Person" means the beneficiary of the trust rather than the trustee of the trust.

1.27 Plan or Plans means the drawings prepared by a registered architect or engineer that contains the information required by the provisions of the Act and as set forth on Exhibit "B".

1.28 Purchaser means any Person other than a Declarant or a Person in the business of selling Real Estate for his own account, who by a voluntary transfer acquires a legal or equitable interest in a Unit, other than (a) a leasehold interest, including renewal options of less than twenty (20) years, or (b) as security for an obligation.

1.29 Qualified Lender means an Eligible Mortgage Holder or an insurer or governmental guarantor of an Eligible Mortgage Holder, provided that any such insurer or governmental guarantor has given notice to the Board, in writing, of the existence of such status.

1.30 Real Estate means any leasehold or other estate or interest in, over, or under land including structures, fixtures, and other improvements and interest which by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real Estate" includes parcels with or without upper or lower boundaries, and spaces which may be filled with air or water and specifically includes the Property.

1.31 Residential Unit means any Unit located on the Third through the Twelfth Levels of the Paxton Building used or occupied as a single-family residence and as more particularly described in Section 2.2 and 2.4(a), below.

1.32 Special Declarant Rights means rights reserved for the benefit of the Declarant to complete Improvements indicated on the Plans filed with the Declaration; to exercise any Development Rights; to maintain sales offices, management offices, advertising signs for the Condominium Project, and models; to use easements through the Common Elements (including the Limited Common Elements) for the purpose of making Improvements within the Condominium Project; to create or add additional Units, Common Elements, or both; to relocate the boundaries between any of the Unit or Units; to subdivide any Unit or Units; or to appoint or remove any officer of the Association, or any member of the Board of Directors during the Period of Declarant Control.

1.33 Super-Majority Vote shall mean eighty-five (85%) percent or more of the votes entitled to be cast by the members of the Association at any regular or special meeting of the Association called for that purpose.

1.34 Unit means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article II, below, in the Plans and pursuant to the Act.

1.35 Unit Owner or Owner shall mean the fee simple interest owner of any Unit or Units, including, without limitation, one who is buying a Unit or Units under a recorded contract, but excluding Mortgagees and others who hold such title merely as security. Owner shall not include a Lessee of a Unit or Units.

#### ARTICLE EI - CONDOMINIUM UNITS

2.1 The Units, Allocated Interests and Voting.

(a) Units. The Condominium Units shall be legally described as shown on the Plans attached hereto as Exhibits "B". The Condominium Project consists of: (i) fifty eight (58) Residential Units on levels three (3) through twelve (12); (ii) thirteen (13) Commercial/Office Units located on the basement, main and second levels of the Paxton Building, (iii) one (1) Ballroom Unit located on the second level of the Paxton Building, and (iii) 190 Parking Units and four (4) Commercial/Office Units located in the Parking Facility. Each Unit includes an Allocated Interest that is appurtenant thereto. The Units are further identified on the Plans recorded pursuant to the terms of this Declaration and the Act. Each Unit may be described by its Identifying Number or symbol as shown on the Plans and as set forth in this Declaration and shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Unit Owner's corresponding Allocated Interests even though the same is not expressly mentioned or described therein. Ownership of each Unit and the Unit Owner's corresponding share in the Common Elements shall not be separated.

(b) Allocated Interests. Each Unit's appurtenant percentage of undivided interest in the Common Elements shall be allocated as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The Declarant shall calculate any reallocation of the percentage interests upon the creation of any additional Units, the relocation of the boundaries of any Units, the conversion of Units into Common Elements or the conversion of Common Elements into Units. The Common Expense Liability shall be based on the operation and maintenance costs for the Common Elements and the amount of the assessment will change on a yearly basis according to these costs.

(c) Voting. For purposes of voting, each Unit shall be entitled to cast the number of votes in the Association based upon the respective Unit's Allocated Interest, regardless of the number of Persons having an interest in such Unit; provided, however, except as otherwise provided for herein, the Parking Units and the Commercial/Office Units located within the Parking Facility shall only be entitled to vote on those matters relating to the Parking Facility as determined by the Board of Directors. For the purposes of voting on all matters, except those matters relating solely to the Parking Units and the Commercial/Office Units located within the Parking Facility, and the operation and maintenance of the Parking Facility itself, the Residential Unit Owners and the Commercial/Office Units Owners (except for the Commercial/Office Units located within the

Parking Facility which shall only vote on those matters relating to the Parking Facility) shall be entitled to vote on all matters relating to the Paxtor Building. Other than the Declarant, no Residential Unit Owner may relocate the boundaries of any Residential Unit or further subdivide or combine any one or more the Units, except as set forth in Section 6.1(a), below.

2.2 Dimension of Commercial Units and Residential Units. The Units and their dimensions are depicted on the Plans, which are incorporated herein by this reference. Except as otherwise provided herein, and as otherwise set forth in Article III, which describes the Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

(a) Horizontal (Upper and Lower): The Units will be stacked one on top of the other. The upper horizontal boundary of each of the uppermost Units shall be in the horizontal plane of the lowermost unfinished surface of the roof, such that the roof, and all of its support systems (including but not limited to the concrete beams), shall not be deemed to be included within the boundaries of the Unit. The lower horizontal boundary of each Unit is the horizontal plane of the concrete sub-floor. As such, the sub-floor and concrete framing thereunder shall not be a part of the Unit. The upper horizontal boundary of any Unit which has a Unit above it and a Unit below it is the horizontal plane or planes coinciding with the lowermost portion of the concrete floor, concrete joists and concrete beams as part of the ceiling thereof. The lower horizontal boundary of a Unit with Units above and below is the horizontal plane of the upper surface of the concrete floor.

(b) Vertical (Perimetrical): The vertical boundary (perimetric) of each Unit is the unfinished interior perimeter wall surfaces of all such walls; provided that where there are windows or doors, the boundary is the exterior surface of such doors and windows when enclosed, and where any such boundary separates one Unit from another Unit, the vertical boundary (perimetric) between such shall be the center line of the walls separating such Units. Repairs and finishes on such walls shall be maintained by each individual Unit. Stud replacement shall be divided equally by each adjoining Unit, unless such repair shall be caused by such Unit Owner or its occupants, guests, invitees, agents and contractors.

(c) The horizontal and vertical boundaries above identified shall be extended to their intersections with each other.

### 2.3 Dimension of Parking Units.

(a) The Parking Units and their dimensions are depicted on the Plans referred to hereinabove which Plans are incorporated herein by this reference, and are formed by the following planes:

(i) Bottom. The Bottom of each Parking Unit is an imaginary horizontal plane through the lowest point of the exterior surface of each portion of sub floor within the Parking Unit, and extending in every direction to the point where it closes with a side of such Parking Unit.

- (ii) Top. The Top of each Parking Unit is an imaginary plane along and coincident with the unfinished and unexposed surface which forms the uppermost ceiling of the Parking Unit and extending in every direction to the point where it closes with every side of such Parking Unit.
- (iii) Sides. The Sides of each Parking Unit are imaginary vertical planes along and coincident with the perimeter boundary lines of such Parking Unit as shown on the Plans referred to hereinabove. The Sides of each Parking Unit are bounded by the Bottom and Top of the Unit.
- (b) Each Parking Unit consists of all portions of the Parking Facility, as defined hereinabove, within the aforesaid title lines, except the air space displaced by structural members and bearing columns within or passing through such Parking Unit which are deemed to be Common Elements.
- (c) The Parking Facility provides for a visitor parking area as shown on the Plans (Parking Spaces G-01 through G-12, inclusive). The visitor parking spaces shall be considered a Limited Common Element of the Units located within the Parking Facility. The Association may provide rules and regulations regarding the use and operation of the visitor parking spaces.

2.4 Further Definition of Residential Units and Commercial/Office Units. Included in the Residential Units and Commercial/Office Units are systems, equipment, installations and facilities of such Units which are exclusively used for the benefit of a particular Unit, whether situated within or outside of a particular Unit's boundaries, including, but not limited to the following:

- (i) All internal walls or partitions which are contained wholly within a Unit shall be deemed part of the Unit;
- (ii) All central and apartment installations for services such as electrical, power, light, telephone, gas, hot and cold water and heat (including all ducts, pipes, valves, wires, cables and conduits used in connection therewith or any replacements thereof) which exclusively service a Unit;
- (iii) Fans, vents and exhausts and all piping, ducts and equipment which exclusively service a Unit wherever the same may be located;
- (iv) All exterior windows, doors, shutters, awnings, window boxes, balconies, and glass windows which exclusively service a Unit;
- (v) Light fixtures, wiring, risers, electrical feeders, switches, electrical meters exclusively servicing a Unit;
- (vi) Gas meter, gas piping, risers, fittings, valves including any gas system exclusively servicing a Unit;
- (vii) All other facilities or fixtures located within or immediately connected to a Unit which exclusively

serve or benefit or are necessary for the existence, maintenance, operation or safety of the particular Unit.

(viii) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the walls, floors, or ceilings within the designated boundaries of any Unit are a part of that Unit.

No Unit shall include any piping, wiring, ductwork, machinery, equipment or other materials used exclusively by any other Residential Unit or Commercial/Office Unit.

#### ARTICLE III - COMMON ELEMENTS

3.1 Common Elements The Common Elements of the Condominium are as follows:

(a) The Real Estate upon which the structures containing the Condominium Units are located, and such structures themselves, including the foundations, exterior walls, roofs, gutters, downspouts, chutes, chases, flues, ducts, wires, conduits, bearing walls, bearing columns, fire suppression and detection systems, whether situated partially within or outside the boundaries of any Unit, including without limitation all piping, fittings, valves and sprinkler heads, or any other fixtures which lie partially within and partially outside of the designated boundaries of a Unit and which serve more than one Unit and are not otherwise assigned or allocated to any one or more Units as a Limited Common Element.

(b) Except as may be shown on the Plans, the Common Elements shall include, without limitation, each and every stairway, freight elevator, service or utility areas, canopies, the lobby located on the basement and ground levels of the Paxton Building, and any adjacent public right-of-ways that the Association is responsible for maintaining, including without limiting the generality of the foregoing, trees, shrubs, lawns, decorative urns and planters, pavements, sidewalks, storm and water systems, sewage lines, and all utility installations, and pipes, wire and conduits and connections for television, electricity, light, water and plumbing and other utilities, except those items that are exclusively within or for the benefit of a particular Condominium Unit and not used to service any Unit other than that particular Condominium Unit.

(c) All other appurtenances not herein specifically designated which are not enclosed within the boundaries of a Condominium Unit as is hereinabove delineated in Article II of this Declaration.

3.2 Undivided Interest in Common Elements. The Owner of each Unit shall own an undivided interest in the Common Elements as a tenant (or tenants) in common with all the other Unit Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for the purposes incidental to the use and occupancy of said Unit, and such other incidental uses as may be permitted by this Declaration, which right shall be appurtenant to and run with such Person's or Persons' Unit. Notwithstanding any provision to the contrary contained herein, no Owner of a Parking Unit, based upon such ownership interest, shall have the right to use any portion of the Common Elements within the Condominium Regime, except those portions of the Parking Facility designated as a Common Element as shown on the Plans. The extent and amount of percentage of such ownership of a Unit shall be expressed by a percentage amount, the particular percentage amount, also sometimes

referred to herein as "share", appertaining to each Unit being set forth in Exhibit "C" attached hereto and made a part hereof. The percentage interest appurtenant to the Unit may change in the event any Unit is converted to a Common Element, any Common Element is converted to a Unit or the boundaries of any Unit are relocated as authorized by the Act and this Declaration.

3.3 Allocated Share of Common Elements. The percentage interest or share allocated to each Unit shall be determined as set forth in Article II, above. Each Owner, by acceptance of the deed to a Unit, expressly agrees to the allocation and reallocation of the percentage interest set forth hereinabove or by exercise of any other Special Declarant Right. Allocations and reallocations of the percentage interest may be subject to minor variations attributable to rounding off. The respective percentage interest shall be computed to five significant figures so the sum of the percentage interests of all Units equals one hundred (100%) percent.

3.4 Allocated Share of Residential Units-Limited Common Elements. The percentage interest or share allocated to each Residential Unit for the purposes of a Residential Unit-Limited Common Element (as defined in Section 5.2(a), below) shall be calculated based upon a fraction, the numerator of which is the total square footage of the Residential Unit, and the denominator of which is the total square footage of all of the Residential Units within the Paxton Building; provided, however, the Declarant shall calculate any reallocation of the percentage interests upon the creation of any additional Residential Units, the relocation of the boundaries of any Residential Unit, the conversion of any portion of a Residential Unit into Common Elements or Limited Common Elements or the conversion of any designated Common Elements or Limited Common Elements into a Residential Unit or Units. Each Residential Unit's initial appurtenant percentage interest in the Residential Units-Limited Common Elements shall be allocated as set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

3.5 Allocated Share of Commercial/Office Units-Limited Common Elements. The percentage interest or share allocated to each Commercial/Office Unit within the Paxton Building for the purposes of a Commercial/Office Units-Limited Common Element (as defined in Section 5.2(b), below) shall be calculated based upon a fraction, the numerator of which is the total square footage of the Commercial Unit, and the denominator of which is the total square footage of all of the Commercial/Office Units within the Paxton Building; provided, however, the Declarant shall calculate any reallocation of the percentage interests upon the creation of any additional Commercial/Office Units, the relocation of the boundaries of any Commercial/Office Unit, the conversion of any portion of a Commercial/Office Unit into Common Elements or Limited Common Elements or the conversion of any designated Common Elements or Limited Common Elements into a Commercial/Office Units. Each Commercial/Office Unit's initial appurtenant percentage interest in the Commercial/Office Units-Limited Common Elements shall be allocated as set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

3.6 Allocated Share of Parking Units and Commercial/Office Units within the Parking Facility-Limited Common Elements. The percentage interest or share allocated to each Parking Unit for the purposes of a

Parking Unit-Limited Common Element (as defined in Section 5.2(c), below) shall be calculated based upon a fraction, the numerator of the is one (1) Parking Unit, and the denominator of which is the total number of all of the Parking Units on the same floor of such Parking Unit within the Parking Facility; provided, however, the Declarant shall calculate any reallocation of the percentage interests upon the creation of any additional Parking Units, the relocation of the boundaries of any Parking Unit, the conversion of any portion of a Parking Unit into Common Elements or Limited Common Elements or the conversion of any designated Common Elements or Limited Common Elements into a Parking Unit. The allocated share of the Commercial/Office Units located in the Parking Facility shall be the square footage of the particular Commercial/Office Unit divided by the square footage of the Level of the Parking Facility in which the Commercial/Office Unit is located. Each Parking Units' and Commercial/Office Units' initial appurtenant percentage interest in the Parking Units-Limited Common Elements shall be allocated as set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

#### ARTICLE IV - COVENANTS

4.1 No Partition of Common Elements. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, and no Unit Owner or Owners shall bring any action for partition or division of the Common Elements; and any agreement to the contrary shall be null and void. Provided, however, nothing herein contained shall prevent partition of a Condominium Unit as between any Persons who are Co-Owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

4.2 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his or her Unit Ownership without including therein both his or her interest in the Unit and his or her corresponding Allocated Interests, including his or her share in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

#### ARTICLE V - EASEMENTS AND LIMITED COMMON ELEMENTS

5.1 Encroachments. In the event that, by reason of construction, settlement or shifting of any building or structure, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Condominium Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Condominium Unit it shall be necessary to a Unit Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of an unoccupied space within the Property and adjoining his or her Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Condominium Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Condominium Owner or in favor of the Owners of the Common Elements if such encroachment occurred because of the willful conduct of said Condominium Unit Owner or the Owners of the Common Elements, as the



case may be. In the event any structure is partially or totally destroyed and then rebuilt, minor encroachments of part of the Common Elements because of construction shall be permitted and valid easements for said encroachment and the maintenance thereof shall exist.

5.2 Limited Common Elements. Unless the context of this Declaration otherwise requires, Limited Common Elements shall be as provided in the Act and assigned and allocated exclusively to the Units so served as follows:

(a) Residential Units-Limited Common Elements: The following described Limited Common Elements shall be assigned and allocated to all of the Residential Units as shown on the Plans, including, but not necessarily limited to: the Basement Level of the Paxton Building, except those portions Basement Level that are part of a Commercial/Office Unit as shown on the Plans, the skywalk that connects the Residential Units to the Parking Facility; the elevator and elevator systems and facilities serving the Residential Units, the common hallways located on the Third (3<sup>rd</sup>) through the Twelfth (12<sup>th</sup>) Levels of the Paxton Building, and related systems and facilities, including, without limitation, any security and access systems installed for the use and benefit of the Residential Unit Owners. In addition, the storage areas located within the Paxton Building, as shown on the Plans, may be allocated to individual Residential Units within the Paxton Building. Any loss, theft, damage or destruction of any items stored within the particular storage facilities shall be at the risk of the Unit Owner and not the Declarant or the Association, unless caused by the gross negligence or willful misconduct of the Association.

(b) Commercial/Office Unit-Limited Common Elements: The following described Limited Common Elements shall be assigned and allocated to the Commercial/Office Units (excluding the Commercial/Office Units located within the Parking Facility) as shown on the Plans: restrooms located on the ground level and second level of the Paxton Building, including all wall and floor coverings. In addition, the storage areas located within the Paxton Building, as shown on the Plans, may be allocated to individual Commercial/Office Units within the Paxton Building. Any loss, theft, damage or destruction of any items stored within the particular storage facilities shall be at the risk of the Unit Owner and not the Declarant or the Association, unless caused by the gross negligence or willful misconduct of the Association.

(c) Parking Unit and Commercial/Office Unit within the Parking Facility-Limited Common Elements. The following described Limited Common Elements shall be assigned and allocated to the Parking Units and Commercial/Office Units located within the Parking Facility as shown on the Plans for the Parking Facility: all common hallways, stairwells, ramps, drive-lanes, elevator and elevator systems, security systems, driveway entrances, garage doors and related systems and facilities relating to the operation and maintenance of the Parking Facility and all other areas of the Parking Facility which do not constitute parts of the Units within the Parking Facility.

5.3 Easement to Residential Unit Owners. Except as to the use of any Unit or Limited Common Elements that are assigned and allocated to any: (i) Commercial/Office Unit or Commercial/Office Units, or (ii)

exclusively to any other Residential Unit or Residential Units, or (iii) Parking Unit or Parking Units or the Commercial/Office Units located within the Parking Facility, perpetual easements are hereby established for all Residential Unit Owners, their families, guests, invitees, mortgagees and servants for the use and enjoyment of all Common Elements and Limited Common Elements (described in Section 5.2(s), above), subject to such rules and regulations as may from time to time be established by the Association herein provided. Except for the rights of the Declarant herein, no Owner of a Residential Unit shall have any right to access, occupy or use any Limited Common Elements exclusively assigned and allocated to any other Residential Unit(s) or assigned and allocated to any Commercial/Office Unit(s) or Parking Unit(s), unless such Owner of a Residential Unit is also an Owner of a Commercial/Office Unit(s) or Parking Unit(s) and such use is consistent with the intent of this Declaration.

5.4 Easement to Commercial/Office Unit Owner(s). Except as to the use of any Unit or Limited Common Elements assigned and allocated to any: (i) Residential Unit or Residential Units; (ii) exclusively to any other Commercial/Office Unit; or (iii) Parking Unit or Parking Units or the Commercial/Office Units located within the Parking Facility, perpetual easements are hereby established for the Commercial/Office Units Owner, its mortgagees, guests, invitees and servants for the use and enjoyment of all Common Elements and Limited Common Elements (described in Section 5.2(h), above) that are located on or within the First and Second Floors of the Paxton Building, subject to such rules and regulations as may from time to time be established by the Association herein provided. Except for the rights of the Declarant herein, no Owner of a Commercial/Office Unit shall have any right to access, occupy or use any Limited Common Elements exclusively assigned and allocated to any other Commercial/Office Unit or assigned and allocated to any Residential Unit(s) or Parking Unit(s) of the Condominium, unless such Owner of a Commercial/Office Unit is also an Owner of a Residential Unit or Parking Unit within the Condominium and such use is consistent with the intent of this Declaration.

5.5 Easement to Commercial/Office Unit Owners and Parking Unit Owners. Pursuant to Section 5.2(c) above, a valid nonexclusive easement is hereby declared and established for the benefit of each Owner of a Commercial/Office Unit and Parking Unit within the Parking Facility and any Authorized Users (as defined herein) consisting of the non-exclusive right to use and enjoy the Common Elements hereby established, including, but not limited to, those portions of the Parking Facility, as shown on the Plans, designated or intended to be used in common by the Commercial/Office and Parking Unit Owners for ingress and egress. The term "Authorized Users" shall be limited to the Commercial/Office Unit Owners' Parking Unit Owners' respective agents, mortgagees, lessees, employees, customers, and invitees.

5.6 Utility Easements. Easements as shown on the Plans or as may be hereafter established by the Association are established and dedicated for sewers, electricity, television, water, telephone and all other utility purposes, including the right to install, lay, maintain, clean, repair and replace water mains and pipes, sewer lines, drainage pipes and conduits, television wire and equipment, telephone wire and equipment, and electrical wires and conduits, over, under, along and across any portion of the Common Elements.

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5.7 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association provided herein, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration. Should it be necessary to enter any Condominium Unit to repair a Common Element or Limited Common Element, or for the repair, upkeep and maintenance of any Parking Unit, the employees, agents, contractors, subcontractors, or workmen shall be entitled to entrance during reasonable hours with 24 hours prior written notice, unless it is reasonably believed by the Board that an emergency exists which requires such entrance without advanced notice, by exhibiting to the Condominium Owner or any Person or Persons occupying such Unit under authority of such Condominium Unit Owner, an order signed by any member of the Board of Directors or signed by the Managing Agent.

5.8 Granting of Easements. The Association, acting through the Board, shall have the power to grant rights and restrictions, in the Common Elements or Residential Unit-Limited Common Elements, Commercial/Office Unit Limited Common Elements or Parking Unit Limited Common Elements, such as the rights to grant utility easements, licenses, or similar rights, including easements for cable television, under, through or over Common Elements, Residential Unit Limited Common Elements, Commercial/Office Unit Limited Common Elements or Parking Unit Limited Common Elements, as may be reasonably necessary to or desirable for the ongoing development or operation of the Condominium.

5.9 Easements in Units. To the extent that any utility line, pipe, wire or conduit serving any Unit shall be wholly or partially within the boundaries of another Unit, such other Units shall be burdened with and hereby is reserved and created an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to run to the benefit of the Unit or Units served by the same.

5.10 Sales Office. The Declarant, its duly authorized agents, representative and employees shall have an easement for the maintenance of a sales office and/or model Units on the Property so long as Declarant owns or occupies any Condominium Unit primarily for the purpose of sale. Such sales offices and/or model Units may be maintained in such number and size as determined by the Declarant and may be located and relocated in Units and/or in any improvements on the Common Elements. By execution hereof, the Declarant does hereby specifically reserve an easement for the use of the Common Elements as may be located within the Property as a sales and marketing office of the Declarant during the development of the Property, and for one (1) year after the last Condominium Unit located on the Property is sold, which easement shall be for exclusive use of the Common Elements unto the Declarant, to the exclusion of use of such Common Elements by any Owner. Exercise of the rights of such easement shall be by Declarant and its designees.

5.11 Easement for Improvements. Declarant shall have and does hereby reserve a transferable easement on and over the Common Elements for the purpose of making improvements contemplated by this Declaration on the Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

5.12 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Condominium Unit Owner, Purchaser, mortgagee, or other Person having an interest in any portion of the Property herein described, whether or not such easements are maintained or described in any deed of conveyance.

5.13 Restoration of the Condominium. The benefited party of any easement granted hereunder shall have the duty and obligation to repair and restore the servient portion of the Condominium to the condition which existed prior to the exercise of such easement rights.

#### **ARTICLE VI - ARCHITECTURAL AND OPERATIONAL CONTROL**

##### **6.1 Powers, Duties and Responsibilities.**

(a) The Declarant, during the Period of Declarant Control, and the Board thereafter shall have the following power, duties and responsibilities with respect to the Common Elements, Limited Common Elements and the Units:

- (i) all of the powers and authority conferred upon it by this Declaration and the Articles and Bylaws;
- (ii) to hire and retain services of engineers or other consultants and professionals as they deem necessary to perform the duties of the Committee;
- (iii) to perform the functions required of it by this Declaration;
- (iv) to consider and act upon all Applications and the plans, specifications and other documents submitted to it pursuant to Article VII, below, with respect to decisions relating to the Units;
- (v) to adopt Development Guidelines;
- (vi) to make and to enforce reasonable rules and regulations governing the use of the Units and related Limited Common Elements thereto; provided, however, such rules and regulations shall not limit or restrict any of the permitted uses authorized under Sections 8.1 and 8.2, below;
- (vii) to approve the relocation of the boundaries of any Unit or further subdivide or combine any one or more of the Units; and
- (viii) to perform all other duties delegated to and imposed upon it by this Declaration and By-laws.
- (ix) to consider and act upon all Applications and the plans, specifications and other documents submitted to it pursuant to Article VII, below, with respect to the exterior appearance of the Condominium and adjacent public right-of-ways, which shall include decisions as to color schemes and materials relating to the balconies, entryway canopies, railings and window frames, but shall exclude any signage that is consistent with the Sign Criteria for the Commercial Units as set forth in Exhibit "D" attached hereto and any awnings relating to the Commercial/Office Units;
- (x) to make and to enforce reasonable rules and regulations governing the use of the Common Elements;

(x1) to make reasonable rules and regulations relating to the use and occupancy of the Parking Level and Parking Facility.

6.2 Meetings. The Board shall meet as often as it, in its sole discretion, shall deem necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Board shall constitute an act by the Board. The Board shall keep written records of all actions taken by it.

6.3 Development Guidelines. In addition to any architectural and development standards set forth herein, the Declarant, during the Period of Declarant Control, and thereafter the Board, may, from time to time, and in their reasonable discretion, draft, propose, adopt and amend their respective Development Guidelines. Such Development Guidelines, and any amendments thereto, shall supplement, interpret and implement the provisions hereof by setting forth: (a) the standards and procedures for review, and (b) guidelines for Improvements which shall include, but not be limited to, guidelines for architectural design of Improvements, floor plans, landscape plans, color schemes, signage (excluding any signage relating to the Commercial/Office Units that is consistent with the Sign Criteria set forth on Exhibit "D"), exterior lighting, finishes and materials for use in each portion of the Condominium. The Development Guidelines shall initially be adopted by the Declarant. After the expiration of the Period of Declarant Control, any amendment to the Development Guidelines must be approved by a majority vote of the Unit Owners with respect to any Development Guidelines.

#### ARTICLE VII - ARCHITECTURAL CONTROL AND REGULATION OF IMPROVEMENTS

##### 7.1 Approval of Plans.

(a) Approval Required. Except for any Improvements constructed and installed by Declarant, no Improvement shall be constructed, erected, placed, expanded, added to, maintained or permitted to remain within the Condominium Regime (excluding the interior of any Unit unless such Improvement effects the structural integrity of the building or other structure), and, except as otherwise provided herein, no alterations or other work which alters the exterior appearance of any Unit, Limited Common Element or Common Element, until the plans and specifications and other documentation as may be required by Development Guidelines for said Improvements and alterations, which may include without limitation floor plans, materials, colors, signage, exterior lighting and any other information needed to accurately describe the exterior appearance or functional characteristics of said Improvements (the "Application"), have been submitted to and approved in writing by the applicable Board. Three sets of the Application shall be filed with the Board. Improvements approved in writing by Declarant prior to the recording of this Declaration shall be deemed to have been approved by the Board.

(b) Filing Fee. As a means of defraying its expenses, the Board may institute and require a reasonable filing fee to accompany the Application for each building or other construction project submitted. If resubmission of an Application is necessary, the Board may require an additional filing fee.

(c) Governmental Regulations. All Applications for Improvements submitted to the Declarant or Board hereunder shall comply with any and all laws, rules, regulations or ordinances applicable to the Property which have been promulgated by any local, state, federal or other governmental agency or authority.

(d) Basis for Approval. The Declarant or the Board, as the case may be, shall have the right

to disapprove the Application submitted to it, whether a preliminary or final submittal, if any part of it is:

- (i) not in accordance with this Declaration or the Development Guidelines or the Plans;
- (ii) incomplete;
- (iii) not in compliance with relevant approval requirements or regulations of local, state, federal or other governmental agencies;
- (iv) deemed by the Declarant or the Board to be contrary to the best interests of the Condominium or the Owners; or
- (v) incompatible with the architectural style, quality or aesthetics of existing improvements or development plans for proposed Improvements, based in part on the criteria set forth in subsections (w) through (z) below in this Subsection 7.1(d).

Neither the Declarant, during the Period of Declarant Control, nor the Board thereafter, shall unreasonably withhold its approval of an Application submitted to it. In this connection, the Declarant or the Board, as the case may be, may also base its approval or disapproval on criteria which may include, but are not limited to, the following: (w) conformity and harmony of external design with neighboring structures; (x) effect of location of proposed Improvements on the other Units within the Condominium; (y) adequacy of screening of trash facilities, storage areas, mechanical and heating and air-conditioning facilities and rooftop installations; and (z) conformity of the Application to the purpose and general plan and intent of this Declaration. The decision of the Board shall be final.

(e) Time for Decision. The Declarant or Board, as the case may be, shall approve or disapprove each Application, whether a preliminary or final submittal, within thirty (30) days from the receipt thereof. If the Declarant or the Board, as the case may be, fails either to approve or disapprove the Application within said 30-day period; then it shall be irrevocably deemed that the Declarant or Board has approved the Application. At least one set of the Application shall, with the approval or disapproval endorsed thereon, be returned to the submitting person and one set shall be retained by the Board for its permanent files. Notwithstanding Section 7.1(a), no application or Notice shall be deemed filed with the Board until it is actually received by at least one member of the Board by certified mail (return receipt requested).

(f) Time for Commencing. Upon receipt of approval from the Declarant or the Board pursuant to this Section and upon receipt of approvals from the City, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction, refinishing, alterations, excavations and landscaping. In all cases, work shall be commenced within twelve (12) months of the date of such approval, or the approval given or deemed given pursuant to this Article shall be deemed revoked unless the Declarant or the Board, upon request made prior to the expiration of said 12-month period, extends the time for commencing work by written notice to the Owner, which may be withheld or conditioned in the Declarant's or Board's discretion.

(g) Completion of Work. All construction, refinishing, alteration or excavation of any Improvements approved under this Section 7.1 shall be undertaken and pursued diligently to completion, but in any event shall be completed within two years after the date of approval by the Declarant or the Board, as the case may be. However, the time for completion shall be extended for any period such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities or other similar supervening forces beyond the control of the Owner or its lessees. Failure to comply with this Subsection 7.1(g) shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth herein or any other remedies provided by law or in equity.

(h) Disclaimer of Liability. Neither Declarant nor the Board nor any member thereof, nor any agents, officers or employees of Declarant or of the Board, shall be liable in any way for any damage, loss or prejudice suffered or claimed by an Owner, Lessee or any other Person who submits an Application; except to the extent of actual damages arising directly from the bad faith acts or intentional misconduct thereof. Any person or entity who submits an Application shall forever defend, indemnify and hold the Declarant, the Board, the members thereof, and the employees, officers and agents of each, harmless from all damage, loss or liability (including reasonable attorneys' fees) suffered or claimed by any third party on account of (i) any defects in any plans, drawings, specifications or other documentation submitted in any Application, or revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans, drawings, specifications or other documentation; (ii) the approval or disapproval of any Application, whether or not defective; or (iii) the construction or performance of any work, whether or not pursuant to an approved Application, except to the extent of actual damages arising directly from the bad faith acts or intentional misconduct of the Declarant, the Board or any member thereof, any agents, officers or employees of Declarant or of the Board.

(i) No Representations or Warranties. In no event shall an approval by the Declarant or the Board of any Application, or any written or oral statements made by the Board or any officer or employee of the Association, Declarant or any employee or officer of Declarant, be deemed to constitute in any way any representations or warranties of any kind, express or implied, with regard to the Application and any plans, drawings, specifications or other documentation constituting a part of the Application, including without limitation representations or warranties regarding compliance with zoning, subdivision and land use laws, or compliance with any other applicable codes, regulations and laws, or with regard to fitness for a particular purpose.

(j) Presumption of Compliance; Estoppel Certificate. The foregoing notwithstanding, after the expiration of one (1) year from the date the Declarant or the Board, as the case may be, receives from an Owner either (i) a copy of the certificate of occupancy issued by the applicable governmental authority for any Improvement, or (ii) after an Improvement has been completed by an Owner and said Owner has delivered a valid notice of completion with respect to such Improvement to the Declarant or the Board, then said Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with the provisions of this Article VII unless a notice of non-compliance or non-completion with respect thereto has been

executed by Declarant or the Board and recorded in the office of the Register of Deeds of Douglas County, Nebraska or unless legal proceedings shall have been instituted to enforce compliance or completion with respect to said Improvement.

(k) Approval Cannot be Assigned. Any approvals given pursuant to this Article VII shall be personal to the Owner submitting the Application and cannot be assigned or transferred by such Owner without the prior written consent of the Declarant or the Board, which shall not be unreasonably withheld. Without such consent, any subsequent Owner of a Unit for which a previous Owner has obtained approval of an Application shall submit a new Application pursuant to this Section 7.1 for review and approval as though no prior approvals had been received from the Declarant or the Board with respect to such Unit.

7.2 Variances. The Declarant and Board are hereby authorized and empowered to grant variances for Improvements or uses within the Condominium: prohibited or regulated by this Declaration or the Development Guidelines and further to grant reasonable requests for relief from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. Notwithstanding the foregoing, neither the Declarant nor the Board shall grant such a variance to any Owner unless:

- (a) such Owner has obtained all necessary governmental approvals,
- (b) the construction of Improvements or the uses which are called for under the request for the variance shall be consistent in design, character, appearance and quality of construction with the other Improvements and uses within the Condominium,
- (c) the variances do not materially injure, in the judgment of the Declarant or the Board, any of the Units or Common Elements within the Condominium, and
- (d) the construction of Improvements and/or the uses called for under the request for variance are otherwise subject to and conform with all applicable laws, ordinances, rules and regulations, including, but not limited to, zoning regulations of any governmental agency or political entity having jurisdiction over the Condominium.

No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other Person or portion of the Property, and the grant of a variance shall not obligate the Declarant or the Board to grant other variances. In addition to the variance powers provided herein, the Declarant and the Board shall be empowered to issue from time to time reasonable interpretations of the intent of the provisions of this Declaration or the Guidelines, which interpretations shall not constitute variances from the provisions of this Declaration, but shall be designed to further the implementation of this Declaration in a manner consistent with its provisions.

7.3 Maintenance During Construction. All construction activities of any kind on any portion of the Property shall be governed by the provisions of this Subsection and corresponding provisions in the Development Guidelines. All construction activities shall be carried out in an orderly and timely manner and all partially



complete Improvements shall be kept in an orderly condition during construction. Dust from all construction shall be controlled at all times in a manner specified in the Development Guidelines. If trucks entering and leaving the Property deposit mud or dust on any streets or walkways, the Owner of the Unit on which or for whose benefit the construction is being performed shall be responsible for maintaining the streets and walkways (or causing the same to be maintained) in a clean condition on a daily basis. If the provisions hereof conflict with the provisions of the Development Guidelines with respect to construction activities, the more restrictive provision shall control. Any repairs or replacements to the Common Elements, including any Limited Common Elements, necessitated by a Unit Owner's construction shall be performed by a contractor approved by the Declarant or the Board having authority thereof.

#### ARTICLE VIII - RESTRICTIONS

8.1 Permitted Uses - Residential Units. Other than the Special Declarant Rights carried on by the Declarant or his assigns, agents or successors, during the Period of Declarant Control, the Residential Units shall be restricted to single family residential use and may not be used for any other purpose. Nothing in this Section 8.1 is intended to prohibit an Owner from keeping his personal business or professional records or accounts therein, or handling his personal business calls or correspondence therefrom.

8.2 Permitted Uses - Commercial/Office Unit. Except as otherwise provided herein, and subject to all other provisions of this Declaration and to all other restrictions and limitations in any subsidiary declaration or other recorded restrictions executed by Declarant and any Commercial/Office Unit Owner, all permitted uses by the City's "Central Business District" (CBD) shall be allowed within any Commercial/Office Unit, or any portion thereof, provided, however, that the Commercial/Office Units located on the second level of the Paxton Building may only be used for office use types permitted in the CBD base district. Notwithstanding the foregoing, in no event shall any Commercial/Office Unit, or any portion thereof, be used or operated for any residential (except as provided in Section 15.1(a), below), industrial, warehousing, distribution, or manufacturing purpose or any other use or operation that requires a conditional or special use permit under the Central Business District from the City without the express written consent of the Board.

8.3 Permitted Uses - Parking Units. Except as otherwise provided herein, and subject to all other provisions of this Declaration and to all other restrictions and limitations set forth herein, all Parking Units within the Parking Facility shall only be used for the parking, not storage, of operational motor vehicles. All of the Commercial/Office Units located within the Parking Facility shall be subject to Section 8.2, above.

8.4 Ballroom Unit. Except as otherwise provided herein, and subject to all other provisions of this Declaration and to all other restrictions and limitations set forth herein, the Ballroom Unit shall only be used or operated as a social hall and for no other purpose. For the purposes of this Section 8.4, the term "social hall" shall generally refer to uses such as meetings, banquets, ceremonies or other similar events.

8.5 Prohibited Uses - All Units, Common Elements and Limited Common Elements. In addition to all restrictions now existing against said Property and all Improvements now or hereafter constructed thereon, the use,

occupancy and operation of the Units, Common Elements and, including Limited Common Elements is hereby expressly restricted as follows:

(a) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, except that dogs, cats or other usual household pets may be kept by the respective owners in their respective Units, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Unit, or any resident thereof. The Board of Directors shall make reasonable rules and regulations for the accommodation of pets.

(b) Use of Property. Except for the right of ingress and egress, the Owners of Units are hereby prohibited and restricted from using any property outside of their respective Units, except as may be allowed by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners within the Condominium Regime and is necessary for the protection of the Owners.

(c) Antennas. No television antenna or radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a Unit or the roof of the Paxton Building or the Parking Facility; provided, however, any such installation on the roof of the Paxton Building or the Parking Facility shall be approved in writing by the Board and performed by the Association's contractor at the Unit Owner's expense. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Unit, which may unreasonably interfere with the reception of television or radio signals within the Condominium; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for the operation of any master antenna, security, cable television, mobile radio, or other similar systems within the Condominium.

(d) Vehicles, Etc. No vehicles shall be parked on the Common Elements or the Limited Common Elements, other than in authorized Parking Units within the Parking Facility, and no vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Property, shall be allowed on the Property. No vehicles shall be parked or stored on blocks or other such devices within the Parking Facility or any other portion of the Condominium. No vehicles shall be parked so as to obstruct the fire lanes, alleys or roadways as may exist within the Condominium or any public right-of-ways adjacent thereto. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle which is in violation of this Section, or which is placed on the Condominium Property in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked on any portion of the Condominium, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association's Board of Directors or Declarant. The Board shall have the right to designate areas within the Parking Facility for the parking of motorcycles and bicycles. All Parking Units on Level B of the Parking Facility,

as shown on the Plans, shall be restricted to use by the Residential Unit Owners only, unless otherwise agreed to, in writing, by the Declarant, during the Period of Declarant Control, and thereafter by the Association.

(e) Signs. Except as placed or erected by Declarant or his assigns, agents or successors, or as otherwise permitted in Exhibit "D" attached hereto, no signs, billboards or objects shall be erected, placed, or permitted to remain on the Property, nor shall such Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit. Except for any Unit located on the ground level of the Condominium, as shown on the Plans, no Unit Owner shall display any sign that is visible from the exterior of the Condominium without the express written consent of the Board.

(f) Miscellaneous Prohibited Uses. No Unit shall be used for the operation and maintenance of a second hand store, odd lot, closeout or liquidation store, auction house, flea market, an adult book store, adult theater, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays. No Unit shall be occupied, operated or maintained in an unsanitary or hazardous condition.

8.6 Security and Frozen Pipes. Should a Unit become vacant, the Owner is responsible for securing the Unit while it is unoccupied, including engaging all locks, providing security lighting, and heating the interior sufficient to keep pipes from freezing. Insurance claims or costs incurred by the Association, the Board or any Committee for frozen pipe damage in unheated Unit may be offset by a special assessment levied against the Unit in an amount equal to the damage claim.

8.7 Unsignifiv Appearances. No offensive or unsightly appearance shall be maintained or allowed to exist on those portions of any Unit visible from the exterior of the Condominium or Common Areas i.e. halls, etc. All equipment, garbage cans, and storage areas shall be kept in a manner so as to conceal them from view of neighboring Units and streets, unless otherwise authorized by the Association's Board of Directors; provided, however, exterior personal patio furnishings, such as chairs, grills and tables (but not umbrellas), located within a Unit's balcony, patio, porch, terrace, or deck shall be permissible, subject to the rules and regulations of the Association. Provided further, however, that nothing shall be permitted which in the opinion of the Association's Board of Directors jeopardizes the structural integrity of any deck or other part of the Condominium or which presents risk of damage to adjacent property.

8.8 Acts Affecting Insurance. An Owner shall not permit or suffer anything to be done or kept in his or her Unit which will increase the rate of insurance acquired by the Association or which will otherwise obstruct or interfere with the rights of other Owners.

8.9 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Association. The Association shall have the right to subscribe to a trash service for the use and benefit of the Association and all Owners; and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Association shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Association. No incinerators shall be kept or maintained in any Unit. All rubbish, trash, and

garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. If trash dumpsters are used to facilitate trash, rubbish and garbage removal, all such trash, rubbish and garbage shall be placed therein for removal from the Property.

8.10 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of the Improvements which are within the permitted uses of such Property, and any use except that which Declarant or the Association may require or permit for the operation and maintenance of the Common Elements and Units. This Section 8.9 shall not apply to the Commercial/Office Unit(s).

8.11 Leasing of Residential Units. A Residential Unit Owner may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that:

- (i) No Residential Unit may be leased for transient or hotel purposes or for an initial term of less than 360 days;
- (ii) No Residential Unit may be leased or subleased without a written lease or sublease;
- (iii) A fully executed copy of such lease or sublease shall be furnished to the Board for approval of the Residential Unit Owners Committee no less than thirty (30) days prior to the date the lessee or sublessee obtains possession of the Unit;
- (iv) The rights of any lessee of a Residential Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restriction set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Residential Unit to pay any Common Expenses or special assessments on behalf of the Owner of that Residential Unit.

Notwithstanding the foregoing, the provisions of Section 8.10 shall not apply to a holder of a Eligible Mortgage who is in possession of a Residential Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

8.12 Leasing of Commercial/Office Units. There shall be no restriction on the leasing or subleasing of any Commercial/Office Unit or Parking Unit; provided, however, the rights of any lessee of a Commercial/Office Unit or Parking Unit, or any portion thereof, shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restriction set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Commercial/Office Unit Owner or Parking Unit to pay any Common Expenses or special assessments on behalf of the Owner of that Commercial/Office Unit or Parking Unit.

8.13 Lawful Use. No improper or unlawful use shall be permitted on any part of the Condominium. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

8.14 Exercise Room and Roof Deck. The exercise room and roof deck located within the Paxton Building shall only be used by the Owners and occupants of the Residential Units within the Paxton Building unless otherwise agreed to, in writing, by the Declarant, during the Period of Declarant Control, and thereafter by the Association.

8.15 Nuisances and Offensive Activity. No Owner, lessee, occupant, or other Person shall create a nuisance within the Condominium Regime, or use any portion of the Condominium Regime for any activity or purpose which is considered by the Board, its sole and absolute discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the opinion of the Board will disturb or tend to disturb other Owners or lessees in the Condominium, or which is deemed by the Board or any committee to constitute a nuisance. Included among the uses or activities prohibited because of their detrimental effect upon the general appearance, enjoyment and use of the Condominium are, without limitation, the following:

- (i) Any public or private nuisance.
- (ii) Any excessive vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect.
- (iii) Any lighting which is flashing or intermittent or is not focused downward or away from any Unit within the Condominium, unless otherwise approved by the Board.
- (iv) Any air pollution, including without limitation any dust, dirt, mold, microbials or other environmental pollutants in excessive quantities.
- (v) Any emission of excessive and offensive odors, or noxious.

No nuisance shall be permitted to exist or operate upon the Condominium and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Owner or Occupants of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices except security or other emergency devices used exclusively for security or emergency purposes shall be located, used or placed on or in the Condominium.

In addition to the foregoing, it is expressly agreed that no portion of the Condominium Property Regime shall be used, directly or indirectly, for purposes of the operation of a adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, flea market, off track betting establishment, bingo hall, a church, temple, synagogue, mosque, or other house of worship, or any facility for the sale of paraphernalia for use with illicit drugs.

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8.16 Enforcement. This Declaration, including all restrictions set forth herein, and the rules and regulations may be enforced by injunctive relief, specific performance or the imposition of reasonable monetary fines as provided in the Act and suspension of use and voting privileges. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. In addition to the foregoing, if any Person shall fail to maintain its Unit in a reasonably safe and sanitary condition, the Association may, at the Board's option, and after ten (10) days written notice to the Unit Owner, perform any clean-up, repair and/or replacement to cure any such condition, and all cost and expenses reasonably incurred by the Association, plus interest thereon at the rate of sixteen (16%) per annum, shall be reimbursed to the Association by such Unit Owner within thirty (30) days after work has been completed. The Association may levy a special assessment against any such Unit, which may be enforced in accordance with Section 10.9, below.

8.17 Redevelopment Agreement. On December 13, 2005, the Declarant and the City of Omaha entered into a Redevelopment Agreement (which was approved by Ordinance 37240). The Redevelopment Agreement identifies and defines several duties and obligations of the City and Declarant, its successors and assigns, which include, among other things:

- (a) The City's obligation to provide TIF (Tax Incremental Financing) for The Paxton Condominium Property Regime.
- (b) Certain obligations of the Declarant, its successor and assigns, regarding real estate taxes which, among other things, includes the waiver of any protest of real estate tax valuation protest below that percentage of the purchase price of any Unit as established by the laws in place at the time of the approval of this Agreement with the TIF (Tax Incremental Financing) Note is outstanding.

The Association and all Unit Owners, by acceptance of a deed or other conveyance of such interest in a Unit, acknowledge and accept the rights and obligations of the Association and Owners under the Redevelopment Agreement and agree to be bound to the terms and conditions set forth therein. All Purchasers and Unit Owners are advised to refer to the Redevelopment Agreement for a fuller understanding of the terms and conditions of the Redevelopment Agreement.

8.18 Other Agreements. The Units are subject to the following items that have been recorded against the Condominium Property Regime or otherwise affect the use and occupancy of the Units:

- (a) The terms and conditions contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated October 20, 2005, recorded November 22, 2005, Instrument No. 2005S147969 of the Records of Douglas County, Nebraska;
- (b) The terms and conditions contained in the Parking Easement Agreement and Exercise Room License Agreement dated October 20, 2005, recorded November 22, 2005, instrument No.

20055147970 of the Records of Douglas County, Nebraska, and

(c) Building Board of Review Action dated December 12, 2005, that requires all Residential Units that: (i) are larger than 2,000 square feet; and (ii) have only one means of ingress and egress, be limited to a maximum occupancy load of ten (10) persons.

(d) A Subsidiary Declaration by and between the Declarant and American National Bank which will be recorded subsequent to the recording of this Declaration.

#### ARTICLE IX - MAINTENANCE

##### 9.1 Maintenance of Condominium Units and Limited Common Elements.

(a) By the Owner. Except as provided in subsection (b) of this Section, each Owner shall have the obligation to maintain, keep attractive, keep in good repair, and replace (subject to applicable and available insurance proceeds) all portions of the Unit and any Limited Common Elements exclusively allocated to such Unit. Any maintenance, repair, replacement or upkeep required to be performed by an Owner hereunder shall be in conformance with the architectural standards as set forth by the Committee.

In explanation of the foregoing and not to be construed as a limitation, each owner shall maintain, repair, and keep in good condition (subject to the Association's obligations hereinafter set forth), his or her Unit.

(b) By the Association. The Association shall maintain, keep in good repair and upkeep, and replace (subject to available insurance proceeds), as a Common Expense Liability assessed in accordance with this Declaration, all of the Condominium property not required to be maintained and kept in good order by a Unit Owner and as otherwise set forth in this Section. The Association shall be responsible for the repair, upkeep and maintenance of all Parking Units and all expenses associated with the maintenance and repair of any Parking Unit shall be assessed against the Parking Unit Owner and such assessments shall be assessed and collected by the Association in the manner in which assessments are levied and collected herein. The Association shall, by way of explanation and not limitation, be responsible to maintain, keep attractive, keep in good repair and replace all of the Common Elements and those Limited Common Elements defined in Section 5.2(a), Section 5.2(b) or Section 5.2(c), above. The Association shall, also, be responsible for the repair, upkeep and maintenance of all roofs and foundations in respect to improvements containing the Units or otherwise. In the event the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, then, the Association shall give the Owner written notice of the repair, replacement or maintenance work needed and an estimated cost to accomplish such repair, replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of a failure to pay, such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

If the Board determines, in its reasonable discretion, that precautionary work is necessary to ensure that any or all of the Units, including any appliances, fixtures or equipment located within any such Unit, remain in a state of good repair and upkeep, the Association shall have the right, but not the obligation, to make any reasonable and

necessary repairs or replacements and assess such. Units in accordance with Article X, below.

Despite any provision herein contained to the contrary, the Association shall not be liable for injury or damage to any Person or property: (i) caused by the elements or by any Unit Owner or by any other Person; (ii) resulting from any rain, water, snow or ice which may leak or flow from any portion of the Common Elements; or, (iii) caused by the leaking, failure or disrepair of any pipe, plumbing, drain, conduit, appliance, equipment or utility lines or facilities, the responsibility for the maintenance of which belongs to the Association.

In addition, the Association shall be responsible for the maintenance of sewer lines within the Units as extended from each Unit to the main sewer line connecting to on the Condominium Property.

(c) Failure to Maintain. If the Board of Directors of the Association determines that any Owner has failed or refused to discharge his or her obligations with regard to the maintenance, repair, upkeep or replacement of any items for which he or she is responsible hereunder, including, but not limited to, a failure to maintain, repair or replace a condition which may increase the possibility of fire or other loss or damage to the Condominium, then the Association (except no notice shall be required in an emergency situation in which case the Association may proceed immediately) shall provide the Unit Owner with written notice specifying the nature of the maintenance, repair or replacement and the estimated costs thereof with reasonable particularity. The Owner shall have fifteen (15) calendar days to complete any such repairs, maintenance or replacements; provided, however, the Unit Owner shall have more than fifteen (15) days if such performance cannot reasonably be completed within fifteen (15) days and the Unit Owner is diligently pursuing the completion. In the event the Owner fails, neglects or refuses to repair, maintain or replace any such items within fifteen (15) days after the receipt of the notice, then the Association, through its Board, shall have the right to cause the repairs, maintenance or replacements to be made, and the Unit Owner shall, within thirty (30) days after the completion of such work, reimburse the Association. In the event any such repair or replacements are to the Common Elements the Association shall complete all such work, and the Unit Owner responsible for such repairs, maintenance or replacements shall have thirty (30) days after demand is made to reimburse the Association. Any costs incurred by the Association under this Section shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

#### ARTICLE X - ASSOCIATION AND BY-LAWS, ASSESSMENTS

10.1 General Information. The Association will administer the Condominium pursuant to the terms and conditions set forth in this Declaration and the By-Laws. The fiscal year of the Association shall be a calendar year. The Office of the Association shall be located at such location as the Board of Directors or the Managing Agent shall designate from time to time. All Unit Owners, by virtue of their ownership of a Unit in the Condominium, are automatically mandatory Members of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the By-Laws. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Subject to the provisions of the Condominium Documents, the Owner or Owners of



each Unit shall be entitled to cast a vote based upon the Allocated Interest assigned to such Unit in which the interest required for membership is held. Provided however, if a Unit Owner shall have, in the sole opinion of the Board, an unresolved financial delinquency with respect to the Association, such Owner's vote shall not be eligible and shall not be entitled to be cast or counted.

10.2 Meetings and Voting. Annual and Special Meetings of the Association, including all notice and quorum requirements and voting of the membership shall be set forth in the By-laws.

10.3 Directors. During the Period of Declarant Control, the business of the Association shall be managed by a Board of Directors comprised of at least three (3) Directors who shall be appointed by the Declarant and shall serve without compensation. Without regard to the time when the Period of Declarant Control terminates, the Association shall hold a First Transitional Election not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Residential Units to the Residential Unit Owners other than Declarant, at which election one (1) additional member shall be elected to the Board. A Second Transitional Election shall be held by the Association not later than sixty (60) days after the conveyance of fifty (50%) percent of the Residential Units to Residential Unit Owners other than Declarant, at which election one (1) additional member shall be elected to the Board. The qualification, election, term, removal, resignation and replacement of each Board member shall be determined in accordance with the By-laws. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the foregoing. In that event, the Declarant may require, during the Period of Declarant Control, that the actions of the Association or Board of Directors, as might be described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective. At end of the Period of Declarant Control, the membership of the Board shall always be comprised of five (5) Persons, two (2) of which must be elected by the Commercial/Office Unit Owners and three (3) of which must be elected by the Residential Unit Owners.

10.4 Director's Meetings. Regular and Special Meetings of the Board of Directors, including the notice and quorum requirements and voting of the Board, shall be set forth in the By-laws.

10.5 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Declaration of Condominium and By-Laws shall be exercised by the Board of Directors, its duly appointed agents, contractors or employees, subject only to approval by the Unit Owners where specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association and a contract for management of the Condominium may be entered into with a Director or the Declarant.

10.6 Officers. The executive officers of the Association shall consist of a President, who must also be a Director, a Vice-President, Treasurer, and Secretary. The By-laws shall provide for: (i) the election of officers; (ii) the resignation; (iii) removal; (iv) vacancy; and (v) powers, duties and responsibilities of the officers of the Association.

10.7 Assessments.

(a) All Owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the Common Expenses. The Common Expenses of the Association shall be assessed among all of the Condominium Unit Owners in accordance with the Owner's share in the Common Elements or Limited Common Elements as set forth in Article III of this Declaration. Assessments for the estimated Common Expenses of the Association shall be due in advance of the first day of each calendar month or less frequently as may be determined by the Board of Directors.

(b) Each Unit Owner's obligation of payment of assessments shall begin on the first day of the month in which the closing of the purchase of the Condominium Unit occurs. Each Residential Unit Owner shall pay to the Association the sum of \$300 in advance on the date the closing of the Condominium Unit occurs. On any subsequent sale of a Unit, the Unit Owner may receive the \$300 reserve advance from its purchaser. Each Owner of a Commercial/Office Unit shall pay the Association the sum of one (1) month of the estimated annual Common Expense Liability as determined by the Declarant. On any subsequent sale of a Commercial/Office Unit, the Commercial/Office Unit Owner may receive the one (1) month reserve advance from its purchaser. Parking Units shall not be obligated to pay any assessments in advance to the Association. The Association may from time to time, in its sole discretion, refund all or any portion of the reserves to the Unit Owners.

(c) In the event the ownership of a Condominium Unit, title to which is derived from Declarant, commences on a day other than the first day of the assessment period, the assessment for that period shall be prorated.

(d) Assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine and is to be paid by all of the Condominium Unit Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements and those Limited Common Elements which are the responsibility of the Association, and the Property and Improvements owned thereby, which sum may include, but shall not be limited to: management fees, expenses and liabilities incurred by the Managing Agent, taxes and special assessments (until separately assessed), snow removal, road and sidewalk repair, premiums for insurance, landscaping and care of grounds, common lighting and heating, repairs and renovation, trash and garbage collections, wages, common water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent, if any, on behalf of the Unit Owners under or by reason of the Declaration and the By-Laws of the Association for the creation of a reasonable contingency, reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Elements or Limited Common Elements which are the responsibility of the Association. Notwithstanding the foregoing, it is understood and acknowledged that the Owners of the Parking Units and the Commercial/Office Unit located within the Parking Facility shall only be responsible for those assessments based upon the cash requirements for the use and operation of the Parking Facility and the Common Elements located on

Parcel 2 (legally described in Exhibit "A" attached hereto) in accordance with the terms and conditions of this Declaration. It is further understood and agreed that the Commercial/Office Units and Residential Units located within the Paxton Building shall be responsible for the cash requirements for the use and operation of the Paxton Building and the Common Elements located on Parcel 1 (legally described in Exhibit "A" attached hereto) and including the skywalk in accordance with the terms and conditions of this Declaration. Accordingly, there shall be two operating budgets for the entire Condominium Property Regime.

(e) Pursuant to the provisions of the Declaration and By-Laws, the Board of Directors may levy such assessments for the purpose of defraying the cost of repair or reconstruction of the Improvements in the event of their damage.

(f) The Association by its Board of Directors may levy a special assessment against any individual Unit or any Unit Owner for the reasonable expense incurred in the reconstruction or repair to the Common Elements, Limited Common Elements or the individual Unit for damage or destruction caused by the misconduct, negligence or infraction of the published rules and regulations of the Association by the Unit Owner or his guests, invitees.

(g) The omission or failure to fix the assessment or deliver or mail a statement for any period of time shall not be deemed a waiver, modification or release of the Owner's obligation to pay the same.

(h) The Board shall, pursuant to Section 76-873(c) of the Act, have the power and authority to assess any Common Expenses benefiting fewer than all of the Units exclusively against the Units benefited thereby as contemplated in Sections 3.4, 3.5 and 3.6, above.

(i) The Association shall have all of the powers of the Association enumerated in the Act.

(j) Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of the Unit Owners vote (based upon their respective Allocated Interests) to reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

(k) The Association shall have the power and authority to assess any maintenance and repair of Parking Units as contemplated in Section 9.1(b) above against the Parking Unit benefited thereby.

10.8 ~~Owner's Personal Obligation for Payment of Expenses.~~ The amount of the Common Expenses assessed by the Association against each Condominium Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt themselves from liability for this contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements, the real property and Improvements owned by the Association or by abandonment of their Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid for more than ten (10) days from the date for payment

thereof. The failure to make payment of any assessments or installment thereof related to any Unit before the tenth (10<sup>th</sup>) day after the due date shall constitute a default and such Unit Owner shall: (a) pay a late charge of five (5%) percent on the outstanding balance; and (b) all amounts that are delinquent shall bear interest from the due date at a rate equal to sixteen (16%) percent per annum or the maximum interest rate allowed by law, whichever is less, and all costs and expenses incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the assessment past due and the full assessment shall be a lien against such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing the lien nor shall such suit be construed to be a waiver of the lien.

10.9 Association Lien for Non-Payment of Common Expenses.

(a) All sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Condominium Unit shall constitute a lien on such Unit superior to all other liens and encumbrances, except for (i) taxes and special assessment liens of the Condominium Unit in favor of any assessing entity, and (ii) all sums unpaid on a Eligible Mortgage Holder of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice of lien shall be signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and shall be recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been fully paid.

(b) Such lien may be enforced by the foreclosure of the defaulting Owner's Condominium Unit by the Association in the manner of a deed of trust or mortgage on real property upon the recording of a notice of claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure, all additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Condominium Unit being foreclosed shall be required to pay the Association the monthly assessment for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the Condominium Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey and otherwise deal with the same.

(c) Any Eligible Mortgage Holder of a Condominium Unit shall not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the Eligible Mortgage Holder. Upon payment of the Common Element Expense Liability by the Eligible Mortgage Holder, such Eligible Mortgage Holder may hold a lien against such Unit for the amount paid of the same rank as the lien of its mortgage or encumbrance without the necessity of having to record a notice of claim of such lien. The Association shall report to the Eligible Mortgage Holder of a Condominium Unit any assessments

remaining unpaid for longer than sixty (60) days after the same are due; provided, however, that an Eligible Mortgage Holder shall have furnished to the Association notice of its encumbrance.

(d) The recorded lien may be released by a Release of Lien signed by one of the members of the Association's Board of Directors or by one of the officers of the Association on behalf of the Association and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

(e) Notwithstanding any of the foregoing provisions, any Qualified Lender who obtains title to a Condominium Unit pursuant to the remedies set forth in its mortgage or deed of trust shall take title to the Unit free and clear of all Common Expense assessments levied thereon prior to such transfer of title and free and clear of all liens created as a result of such assessments.

#### 10.10 Ascertainment of Unpaid Common Expenses.

(a) The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Board of Directors and upon payment of a reasonable fee, shall be furnished a statement of their account. The statement of account shall include the amount of any unpaid Common Expenses, the amount of the current assessments, the dates that assessments are due, the amount for any advanced payments made, prepaid items such as insurance policy premiums and reserves therefor and any deficiencies in reserve accounts such statement shall be conclusive upon the Association in favor of all persons who rely therein in good faith. Unless such request shall be complied with within twenty (20) days after receipt of such written request, all unpaid Common Expenses which become due prior to the date of such request will be subordinate to the rights of the Qualified Lender requesting such statement.

(b) The provisions set forth in this Section shall not apply to the initial sales and conveyances of the Condominium Units made by Declarant, and such sales shall be free from all unpaid Common Expenses to date of conveyance made or to a date as agreed upon by Declarant and Declarant's grantee.

#### 10.11 Priorities of Association and Recreational and Maintenance Association Lien for Common Expenses.

The Owner of a Condominium Unit may create junior deeds of trust or mortgages (junior) to the lien, deed of trust or other encumbrances of an Eligible Mortgage Holder or other liens or encumbrances of the Condominium Unit; provided, however, that any such junior mortgage, deed of trust, lien or encumbrance will always be subordinate to the prior and paramount lien of the Association for Common Expenses, and subject to all of the terms, conditions, covenants, restrictions, uses, limitation and obligations under this Declaration and By-Laws, and, provided, further, that the holder of any such junior encumbrance shall release its security interest in any Unit for the purposes of restoring any Improvements upon the encumbered Condominium Unit and all of the Unit Owner(s) rights, title and interest in and to the proceeds under all insurance policies upon said premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

10.12 Separation of Assessment Obligations. Notwithstanding any provision set forth herein to the contrary, it is the intent of this Declaration to separate the Assessments between the Parking Facility and the Paxton Building. As such, the Association shall develop two (2) budgets, one for the Parking Facility and the other for the Paxton Building. The Common Expenses of the Parking Facility shall only be levied against the Owners of the Parking Units and the Commercial/Office Units located within the Parking Facility, and the Common Expenses of the Paxton Building shall be levied against the Owners of the Residential Units and the Commercial/Office Units located within the Paxton Building in accordance with this Declaration. Both budgets shall be prepared and adopted as set forth above.

#### **ARTICLE XI - INSURANCE - DAMAGE, DESTRUCTION, RECONSTRUCTION AND CONDEMNATION**

11.1 Scope of Coverage. Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverages:

(a) Property insurance on the Common Elements, Limited Common Elements and the Residential Units, including the original improvements and betterments installed or constructed within any Unit by the Declarant, but excluding any improvements and betterments installed in Units by the Owners thereof. With regard to Commercial Units such insurance will not insure the cost of additions, alterations, improvements and betterments whether made by Declarant or Commercial Unit Owner, with the Commercial Unit Owner insuring such for their own interest. Such insurance on behalf of the Association shall insure against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements, Limited Common Elements and Units, exclusive of any additions, alterations, improvements and betterments to Commercial Units, as determined by the Board of Directors; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors, but not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage combined single limit. The policy or policies shall cover the Association, the Association's Board of Directors and the officers of the Association, committee members, all agents and employees of the Association and all Owners and other Persons entitled to occupy any Unit or other portion of the Condominium Unit for occurrences commonly insured against, arising out or in connection with the use, ownership or maintenance of the Common Elements, Limited Common Elements, or other portion of the Condominium which the Association has the responsibility to maintain. Coverage shall also include hired automobile and non-owned automobile liability coverage.

(c) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

(d) The Association shall also purchase blanket fidelity insurance coverage for anyone who either handles (or is responsible for) funds that it holds or administers, whether or not that individual receives compensation for services. Such policy shall provide that it may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and all Mortgagees.

(e) The insurance policies purchased by the Association, to the extent reasonably available, shall contain the following provisions:

- (i) Each Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements and Limited Common Elements under Section 5.2(a), Section 5.2(b), Section 5.2(c), or their membership in the Association.
- (ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to the Owners and members of their household. Each party hereby waives, releases and discharges any right of subrogation against the other for any loss arising out of damage to or destruction of all or any portion of the Property or contents thereof when such loss is caused by any perils included within either party's insurance provisions.
- (iii) No act or omission by any Owner, unless acting within the scope of their authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.
- (iv) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased separately by Owners or their mortgagees or beneficiaries under deeds of trust.
- (v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.
- (vi) Statement of the name of the insured as The Paxton Condominium Association, Inc., for the use and benefit of the individual Owners (designated by name if required by the insurer).
- (vii) For policies of hazard insurance a standard mortgagee clause providing that the insurance carrier shall notify the Qualified Lender named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.
- (viii) A "Guaranteed Replacement Cost Endorsement" (under which the insurer agrees to replace the insurable property regardless of the cost), and if the policy includes a coinsurance clause, an "Agreed Amount Endorsement" (which waives the requirement for coinsurance), or a "Replacement Cost Endorsement" (under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more) and, if the policy includes a coinsurance clause, an "Agreed Amount Endorsement" (which waives the requirement for coinsurance).
- (ix) An "inflation Guard Endorsement".

It shall be the duty of the Board at least annually to conduct an insurance review to determine if the policy in force is adequate to meet the need of the Association and to satisfy the requirement of this Declaration and the

Act. Such responsibility may be performed and shall be deemed reasonably performed, by the Board's Managing Agent requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association as set forth herein and satisfies the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such improvements, or betterments or personal property within the Unit as its own expense. Each policy may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost.

11.2 Certificate of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Qualified Lender who is listed as a scheduled holder of an Eligible Mortgage in the insurance policy.

11.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

11.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent a Residential Unit Owner from obtaining insurance for their own benefit and at their own expense covering their Unit, other than the original improvements and betterments installed or constructed within the Unit by the Declarant, personal property and providing personal liability coverage. Commercial Unit Owners shall, for their own benefit and interest, and at their own expense, insure all additions, alterations, improvements and betterments installed or constructed within any Commercial Unit, whether constructed by Declarant or Commercial Unit Owner, and shall also separately insure their personal property and liability coverage.

11.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 11.6 and 11.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements, Limited Common Elements and Units. Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of record after the Common Elements, Limited Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

11.6 Use of Insurance Proceeds. In the case of fire or any other casualty, the insurance proceeds, if sufficient to reconstruct any Improvements so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the Improvements, as used herein, means restoring the insured Improvements to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.



11.7 Procedure where Insurance Proceeds are Insufficient. In case of fire or other casualty, if the insurance proceeds are insufficient to reconstruct the Improvements and the Condominium Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Improvements within 180 days from the date of damage or destruction, the Association may record a notice setting forth such facts, and upon the recording of such notice:

(a) The Property shall be deemed to be owned as tenants-in-common by the Condominium Unit Owners;

(b) The undivided interest in the Property owned in common of each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements.

(c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the Property as provided herein; and

(d) The Property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund, and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, but only after first paying out of the respective share of each Condominium Unit Owners, (to the extent sufficient for the purpose) all liens on the undivided interest in the Property owned by such Condominium Unit Owner.

11.8 Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit, or a Unit and Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

11.9 Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provisions for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit of portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board, and the other Unit Owners' percentages shall be correspondingly increased. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit

Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entities to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements, or any part thereof, and the Association is hereby appointed as attorney-in-fact for each Unit Owner to represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority relating to such acquisitions of the Common Elements or any part thereof. In the event the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C", after first paying from the share of each Owner the amount of any unpaid liens on such Unit Owner's Unit, in the order of the priority of such liens.

#### ARTICLE XII - MORTGAGES

##### 12.1 Requirements.

(a) Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right: (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not, how to repair or restore damage to or destruction of the Property; (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 76-871 of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. Nothing contained in Section 12.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(b) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than (i) a first mortgage or (ii) a junior mortgage to the Declarant or Seller of a Unit is delivered to the Board, the Board shall promptly notify the proposed mortgagee whether such mortgage has been

approved by the Board as a Qualified Lender.

12.2 Qualified Lenders.

- (a) When a mortgage is delivered to a Qualified Lender or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board. Upon receipt of such copy of a mortgage or other lien, the Secretary of the Board shall instruct the insurer of the property to add the name of the Qualified Lender to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such Qualified Lender with a Certificate of Insurance showing that the Qualified Lender's name has been so added.
- (b) The Secretary shall maintain a register of Qualified Lender showing the names and addresses of the Qualified Lender, the amount secured by each Qualified Lender, and whether such amount secured is a first mortgage.

12.3 Rights of Qualified Lenders.

- (a) Upon the specific written request of a Eligible Mortgage Holder on a Unit or its servicer to the Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request;
- (i) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Board to the Owner of the Unit covered by the mortgage;
- (ii) Any audited or unaudited financial statements of the Board which are prepared for the Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to obtain an audited statement at its own expense, if one is not otherwise available;
- (iii) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (iv) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (vi) Notice of any default of the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner after the giving of notice by the Association to the Unit Owner of the existence of the default within any applicable cure period;
- (vii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (viii) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property;
- (ix) Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Qualified Lender's mortgage;
- (x) Such other financial data as such Qualified Lender shall reasonably request; or
- (xi) Any proposed action which would require the consent of a specified percentage of first

mortgagees as set forth in Section 12.4, below.

(b) The request of a Qualified Lender or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Board. The Board need not inquire into the validity of any request made hereunder by a Qualified Lender. The Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 12.3(f).

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board.

(d) Any Qualified Lender shall have the right, exercisable upon written request to the Board, to examine the books and records of the Association at any reasonable time.

#### ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 Effective Covenants. Each Purchaser and each grantee of Declarant, its successors and assigns, by the acceptance of a deed of conveyance, accepts the conveyed Property subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest of estate in said Property, and shall inure to the benefit of such Condominium Unit Owner in like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

13.2 Waiver. No covenant, restriction, condition or provision of this Declaration or in the By-Laws shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

13.3 Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and By-Laws herein contained, as the case may be, shall not render the remainder of the Declaration invalid, nor any other part therein contained.

13.4 Controlling Instrument. In the event of a conflict between the provisions of this Declaration and the By-Laws, this Declaration shall prevail except to the extent that this Declaration is inconsistent with the Act.

#### ARTICLE XIV - AMENDMENT AND TERMINATION

##### 14.1 Amendments, Modifications and Terminations.

(a) The prior written approval of a Super-Majority Vote of the Unit Owners and at least fifty-one percent (51%) of the votes of the holders of Eligible Mortgages of Units (based upon one (1) vote for each mortgage owned) shall be required to:

(i) Terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property;

- 45
- (ii) Abandon, encumber, sell or transfer any Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection); or
  - (iii) The use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property.
  - (iv) To restrict the use of any Commercial/Office Unit as permitted under Section 8.2. above, or modify the Sign Criteria set forth on Exhibit "D" attached hereto; provided, further, no such amendment, modification or termination, in whole or in part, shall in any manner materially and adversely affect the use or signage of any Commercial/Office Unit in existence prior to the effective date of the amendment, modification or termination, including, but not limited to, any renewal, expansion or relocation of any such Commercial/Office Unit within the Condominium Property Regime.
  - (b) The prior written approval of a Super-Majority Vote of the Unit Owners and at least fifty-one (51%) percent of the holders of Eligible Mortgages of Units shall be required to make an amendment of a material nature to the Condominium Documents. A change in the provisions of any Condominium Document directly relating to any of the following shall for this purpose be considered material:
    - (i) A change in the schedule of Allocated Interests or a change in the schedule of Limited Common Element Allocations set forth in Exhibit "C" allocated to each Unit;
    - (ii) Voting rights;
    - (iii) Increases in assessments that raise the previous annual assessed amount by more than twenty-five (25%) percent, or the priority or the subordination of assessment liens;
    - (iv) Reserves for maintenance, repair and replacement of the Common Elements;
    - (v) Responsibility for maintenance and repairs;
    - (vi) Reallocation of interests in the Common Elements or Limited Common Elements or rights to their use;
    - (vii) Convertibility of Units into Common Elements or of Common Elements into Units;
    - (viii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
    - (ix) Insurance or fidelity bond requirements;
    - (x) Change of restrictions on the leasing of any Residential Units;
    - (xi) Imposition of any restrictions of a Unit Owner's right to sell or transfer his or her Unit;
    - (xii) A decision by the Association to establish self-management if any professional management had been required previously by a Qualified Lender;

- (xiii) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (xiv) Actions to terminate the legal status of the Condominium after substantial destruction or a condemnation occurs;
- (xv) The method of assessments described in this Declaration; or
- (xvi) Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages; or
- (xvii) Any other amendment that materially and adversely affects the rights, title or interest of the Eligible Mortgage Holders.

(c) Notwithstanding anything to the contrary in Section 14.1, written approval of any Eligible Mortgage Holder or a Qualified Lender shall not be required for an amendment to this Declaration made pursuant to Section 14.3, below, and Article XV hereof.

14.2 Approval of Mortgages. The approval rights granted to Qualified Lenders above shall be subject to the limitations imposed by Section 76-856 of the Act.

14.3 Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Eligible Mortgage Holders, Qualified Lenders or any other person at any time during the Period of Declarant Control to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, or (ii) such amendment or supplement is made to implement expansion of the Property pursuant to Special Declarant rights reserved herein, or (iii) such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or (iv) such amendment is necessary to correct clerical or typographical errors or to clarify Declarant's original intent, or (v) such amendment as may be necessary to implement any changes in the Condominium Regime that is permitted to be made by Declarant under this Declaration.

#### ARTICLE XV - DECLARANT RIGHTS

15.1 Development Activities. During the Period of Declarant Control, notwithstanding any provision herein to the contrary, the Declarant shall have the following rights and privileges, which are hereby reserved only to itself and to its successors and assigns and their respective agents:

- (a) To create additional Units, Common Elements, Limited Common Elements within all or any part of the Condominium identified; and to add property to the Condominium, provided, however, that the maximum number of additional Units that the Declarant reserves the right to create shall not exceed twenty-five (25) Parking Units and four (4) Commercial/Office Units in the Parking Facility and five (5) Residential Units and five

(5) Commercial/Office Units in the Paxton Building. Upon the addition of any Units to the Condominium, the Allocated Interests shall be reallocated among all units pursuant to the terms of this Declaration and the formula set forth herein. Notwithstanding any provision in this Declaration to the contrary, the Declarant shall have the right, during the Period of Declarant Control, to convert the Commercial/Office Units located on the fourth level of the Parking Facility into Residential Units in its sole discretion.

- (b) To exercise any Special Declarant Rights provided for under the Act.
- (c) To erect and maintain on the Common Elements, advertising signs, sales flags or other sales devices and banners for the purpose of aiding the sale of Units in the Condominium, and to maintain sales and business offices in at least one Unit or in any Common Element or building in this Condominium to facilitate the completion of construction of the Improvements comprising this Condominium, apartments and homes now or hereafter constructed within said development and sale of the Units therein contained.
- (d) To erect or maintain on the Common Areas any sales office facilities, either of a modular or permanent construction, in the sole discretion of the Declarant, its successors, assigns or their agents, that will aid in the sale, marketing or advertising of the Condominium Units.

The consent of Unit Owners within the Condominium shall not be required for the exercise of any of the foregoing Development Rights, and the Declarant may proceed with the exercise of such Development Rights at its sole option and its sole discretion. The option reserved to (i) relocate the boundaries of any Unit or Units, and (ii) further subdivide any one or more of the Units into additional Units, Common Elements or both, shall be exercisable by the Declarant, its successors and assigns, who shall have the unilateral right to reallocate percentages of undivided interests in the Common Elements, liability for payment of Common Expenses, allocation of Limited Common Elements, and allocation of votes in the Association, as to be done in accordance with this Declaration and this Act. The Declarant shall exercise this option by its adoption, execution or recording of an Amendment to this Declaration by recording such certificates and plans as required by the Act. Such amendment shall be adopted by the Declarant pursuant to the terms hereof without the consent of any Unit Owners. From time to time, as the Declarant shall file permitted amendments to this Declaration, each then owner and each Person or entity thereafter becoming an Owner and its successors in title shall, upon the reallocation of such Common Elements or Limited Common Elements automatically be vested with his or her appropriate Allocated Interest and be vested with his or her appropriate undivided percentage interest in such Common Elements and Limited Common Elements.

15.2 Permanent Access and Utility Easement. The Declarant reserves unto itself, its successors and assigns, a permanent easement for ingress, egress and utility purposes to any adjacent properties now or hereafter owned by Declarant, its successors and assigns as shown on the Plat and Plans.

IN WITNESS WHEREOF, Shamrock Parking, LLC, has caused these presents to be signed by its authorized member, the day and year first above written.

DECLARANT:

SHAMROCK PARKING, LLC, a Nebraska limited liability company,

By: [Signature]  
Michael T. Moylan, Member

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Michael T. Moylan, Member of Shamrock Parking, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 16<sup>th</sup> day of October, 2008.



[Signature]  
Notary Public

- Exhibit "A" - Legal Description
- Exhibit "B" - Plans
- Exhibit "C" - Allocated Interests
- Exhibit "D" - Sign Criteria





**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 13<sup>th</sup> day of October, 2006.

LENDER:

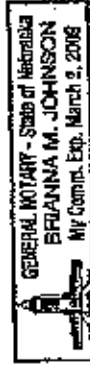
BANK OF THE WEST, f/k/a COMMERCIAL  
FEDERAL BANK, a National Association,

By: [Signature]  
Its: SVP

STATE OF NEBRASKA            )  
  )ss.  
COUNTY OF DOUGLAS        )

Before me, a notary public, in and for said county and state, personally came Thomas Weinert, Senior Vice President of Bank of the West, f/k/a Commercial Federal Bank, a National Association, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of such National Association.

Witness my hand and Notarial Seal this 13<sup>th</sup> day of October, 2006.



[Signature]  
Notary Public

**EXHIBIT "A"****LEGAL DESCRIPTION****Parcel 1**

Lots 1, 2, and the East One Third of Lot 3, Block 138, Original City of Omaha, a subdivision, as lithographed, surveyed and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 1, said point being the northeast corner of the Paxton Hotel Building;

Thence South  $00^{\circ}03'59''$  East (assumed bearings) for 132.09 feet to the southeast corner of Lot 1 and the southeast corner of said building;

Thence North  $89^{\circ}51'05''$  West for 154.14 feet to the southwest corner of the East One Third of Lot 3 and the southwest corner of said building;

Thence North  $00^{\circ}02'35''$  West for 132.07 feet to the northwest corner of the East One Third of Lot 3 and the northwest corner of said building;

Thence South  $89^{\circ}51'28''$  East for 154.09 feet to the Point of Beginning.  
Contains 20,356 square feet.

**Parcel 2**

Lot 1, Block 138, Original City of Omaha Replat 1, a subdivision, as lithographed, surveyed and recorded in Douglas county, Nebraska.

**EXHIBIT B**

**PLANS**

**EXHIBIT C**

**ALLOCATED INTERESTS**

Exhibit C

PAXTON BUILDING (1403 Fenham Street):

	Condo- manium Reserve	Paxon Building	Commercial / Office Units	Residential Units	ALLOCATED INTEREST	
<b>9th Floor</b>						
THE HERNDON - #802	0.77%	1.80%			1.52%	
THE MILLARD - #802	0.53%	0.89%			1.11%	
THE LOYAL - #804	0.67%	1.13%			1.41%	
THE GRAND - #803	0.67%	1.46%			1.04%	
THE WELLINGTON - #808	0.77%	1.80%			1.52%	
THE CARLTON - #810	0.73%	1.29%			1.60%	
THE FONTENELLE - #812	0.65%	1.16%			1.44%	
<b>Total 9th Floor Residential Square Footage:</b>		<b>10,255</b>				
<b>8th Floor</b>						
THE HERNDON - #802	0.77%	1.80%			1.52%	
THE MILLARD - #802	0.53%	0.89%			1.11%	
THE LOYAL - #804	0.67%	1.13%			1.41%	
THE GRAND - #803	0.67%	1.46%			1.04%	
THE WELLINGTON - #808	0.77%	1.80%			1.52%	
THE CARLTON - #810	0.73%	1.29%			1.60%	
THE FONTENELLE - #812	0.65%	1.16%			1.44%	
<b>Total 8th Floor Residential Square Footage:</b>		<b>10,255</b>				
<b>10th Floor</b>						
THE HERNDON - #1000	3.77%	1.30%			1.62%	
THE MILLARD - #1002	6.83%	0.89%			1.11%	
THE LOYAL - #1004	8.67%	1.13%			1.41%	
THE GRAND - #1003	7.40%	2.37%			2.89%	
THE CARLTON - #1010	6.78%	1.39%			1.60%	
THE FONTENELLE - #1012	5.93%	1.57%			1.99%	
<b>Total 10th Floor Residential Square Footage:</b>		<b>10,255</b>				
<b>11th &amp; 12th Floor Penthouses</b>						
Unit #1100	2.24%	3.44%			4.27%	
Unit #1101	1.54%	2.63%			3.29%	
Unit #1102	0.79%	1.29%			1.60%	
Unit #1103	0.99%	1.57%			1.96%	
Unit #1200	1.42%	2.40%			2.98%	
<b>Total 11th &amp; 12th Floors Residential Square Footage:</b>		<b>13,658</b>				
<b>FLOOR TOTALS (ACTUAL):</b>						
Floors Total - COMMERCIAL/OFFICE/RESTAURANT:		20,181	13,134	56,378	129,673	
Floors Total - RESIDENTIAL:		58,378	9,536	88,378	98,378	
<b>FLOOR TOTALS (FOR % CALCULATIONS):</b>		<b>13,658</b>	<b>9,536</b>	<b>88,378</b>	<b>118,053</b>	<b>130,009</b>

1) Budgets shown are only estimates and are subject to change.  
 2) Due to the nature of the Paxon Building, all interest is calculated in the percentage.  
 3) Due to the nature of the use, Paxon is to collect a 10% of total square footage.



Exhibit C

PAKTON BUILDING 11403 Farnam Street:

Street	Condo- Minimum Regulate	Parton Building	Commercial/ Office Units	Residential Units
ALLOCATED INTEREST				
Main Floor				
Unit #102 - Chop House	5.91%	9.46%	37.50%	
Unit #104	1.16%	1.56%	9.53%	
Unit #106	2.75%	2.50%	14.88%	
Unit #108	0.00%	0.00%		
138 A - Basement Space				
Total Main Floor Square Footage:	22,161			

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
Office #224-	625	638	650	662	674	686
Office #210-	638	650	662	674	686	698
Office #234-	650	662	674	686	698	710
Office #216-	662	674	686	698	710	722
Office #215-	674	686	698	710	722	734
Office #216-	686	698	710	722	734	746
Office #228-	698	710	722	734	746	758
Office #229-	710	722	734	746	758	770
Office #232-	722	734	746	758	770	782
Office #234-	734	746	758	770	782	794
Office #240-	746	758	770	782	794	806
Total 2nd Floor Office Square Footage:	6,793					

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
2nd Floor Ballroom	625	638	650	662	674	686
Entire 3rd Floor	638	650	662	674	686	698
Entire 4th Floor	650	662	674	686	698	710
Entire 5th Floor	662	674	686	698	710	722
Entire 6th Floor	674	686	698	710	722	734
Entire 7th Floor	686	698	710	722	734	746
Total 3rd Floor Residential Square Footage:	11,054					

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
2nd Floor Ballroom	625	638	650	662	674	686
Entire 3rd Floor	638	650	662	674	686	698
Entire 4th Floor	650	662	674	686	698	710
Entire 5th Floor	662	674	686	698	710	722
Entire 6th Floor	674	686	698	710	722	734
Entire 7th Floor	686	698	710	722	734	746
Total 4th Floor Residential Square Footage:	10,253					

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
2nd Floor Ballroom	625	638	650	662	674	686
Entire 3rd Floor	638	650	662	674	686	698
Entire 4th Floor	650	662	674	686	698	710
Entire 5th Floor	662	674	686	698	710	722
Entire 6th Floor	674	686	698	710	722	734
Entire 7th Floor	686	698	710	722	734	746
Total 5th Floor Residential Square Footage:	10,256					

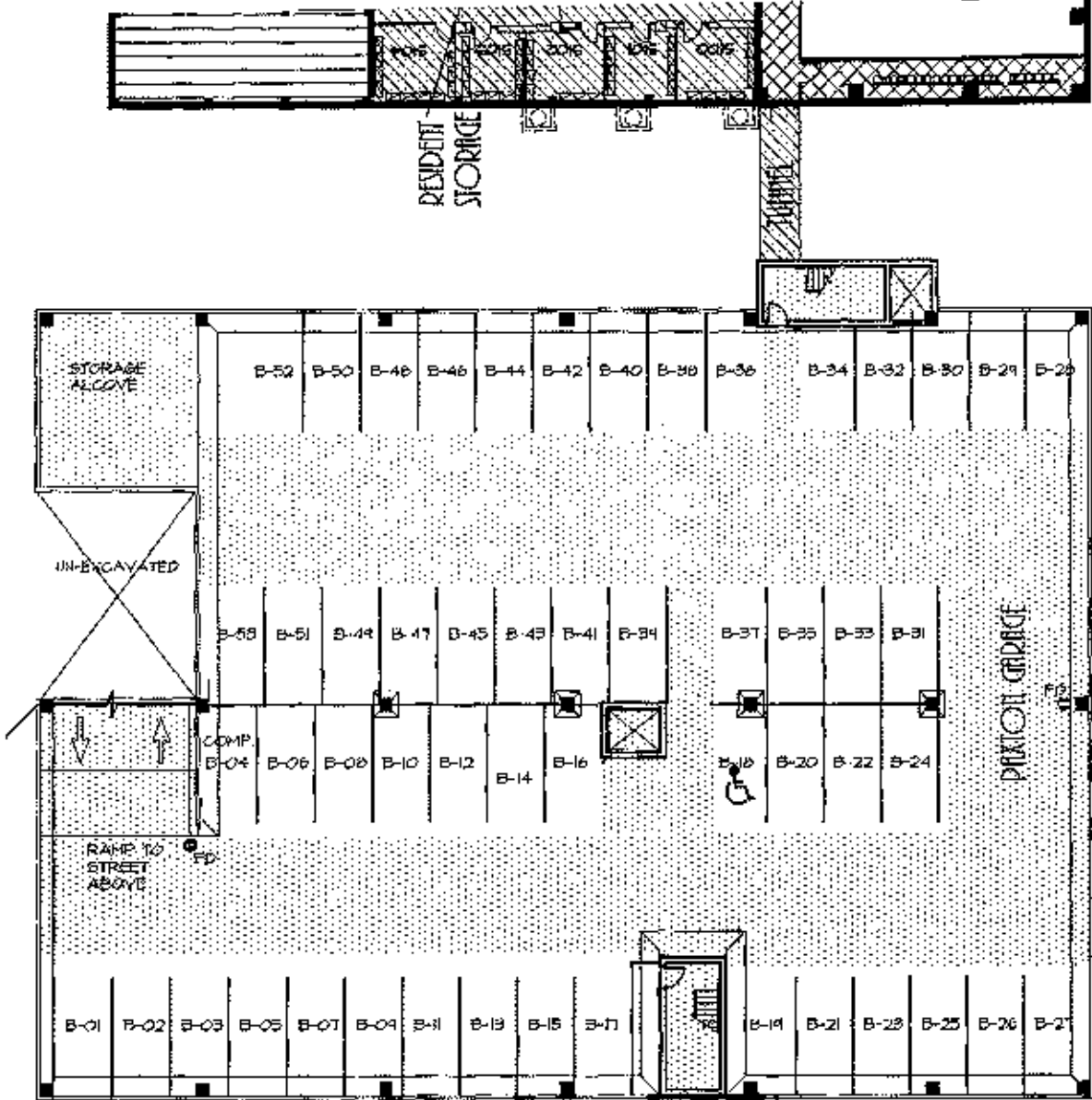
Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
2nd Floor Ballroom	625	638	650	662	674	686
Entire 3rd Floor	638	650	662	674	686	698
Entire 4th Floor	650	662	674	686	698	710
Entire 5th Floor	662	674	686	698	710	722
Entire 6th Floor	674	686	698	710	722	734
Entire 7th Floor	686	698	710	722	734	746
Total 6th Floor Residential Square Footage:	10,256					




Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
2nd Floor Ballroom	625	638	650	662	674	686
Entire 3rd Floor	638	650	662	674	686	698
Entire 4th Floor	650	662	674	686	698	710
Entire 5th Floor	662	674	686	698	710	722
Entire 6th Floor	674	686	698	710	722	734
Entire 7th Floor	686	698	710	722	734	746
Total 7th Floor Residential Square Footage:	10,256					





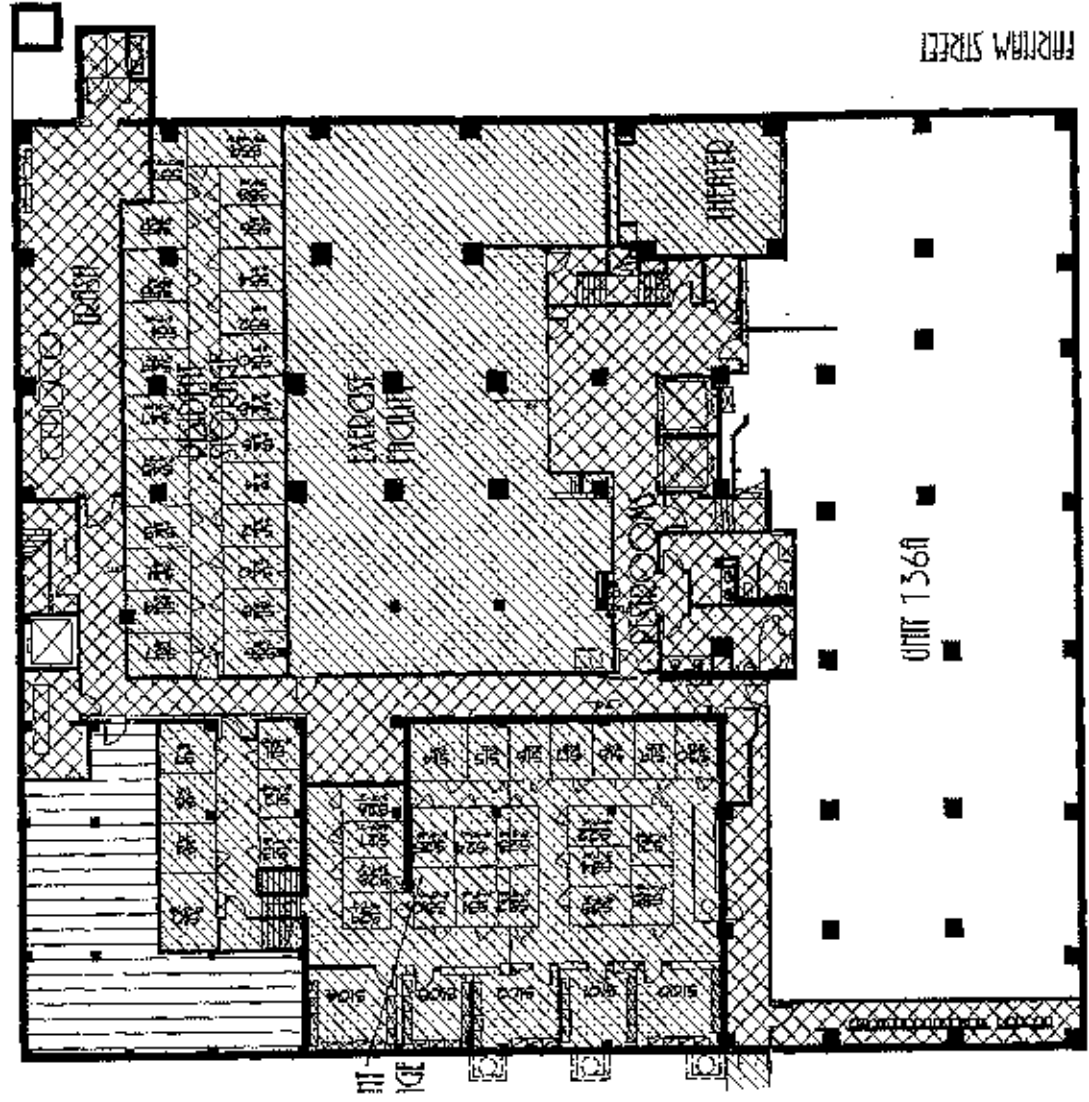








- 
 PARKING LEVEL: BASEMENT
- 
 PARKING FACILITY LIMITED COMMON ELEMENTS
- 
 PARKING UNITS

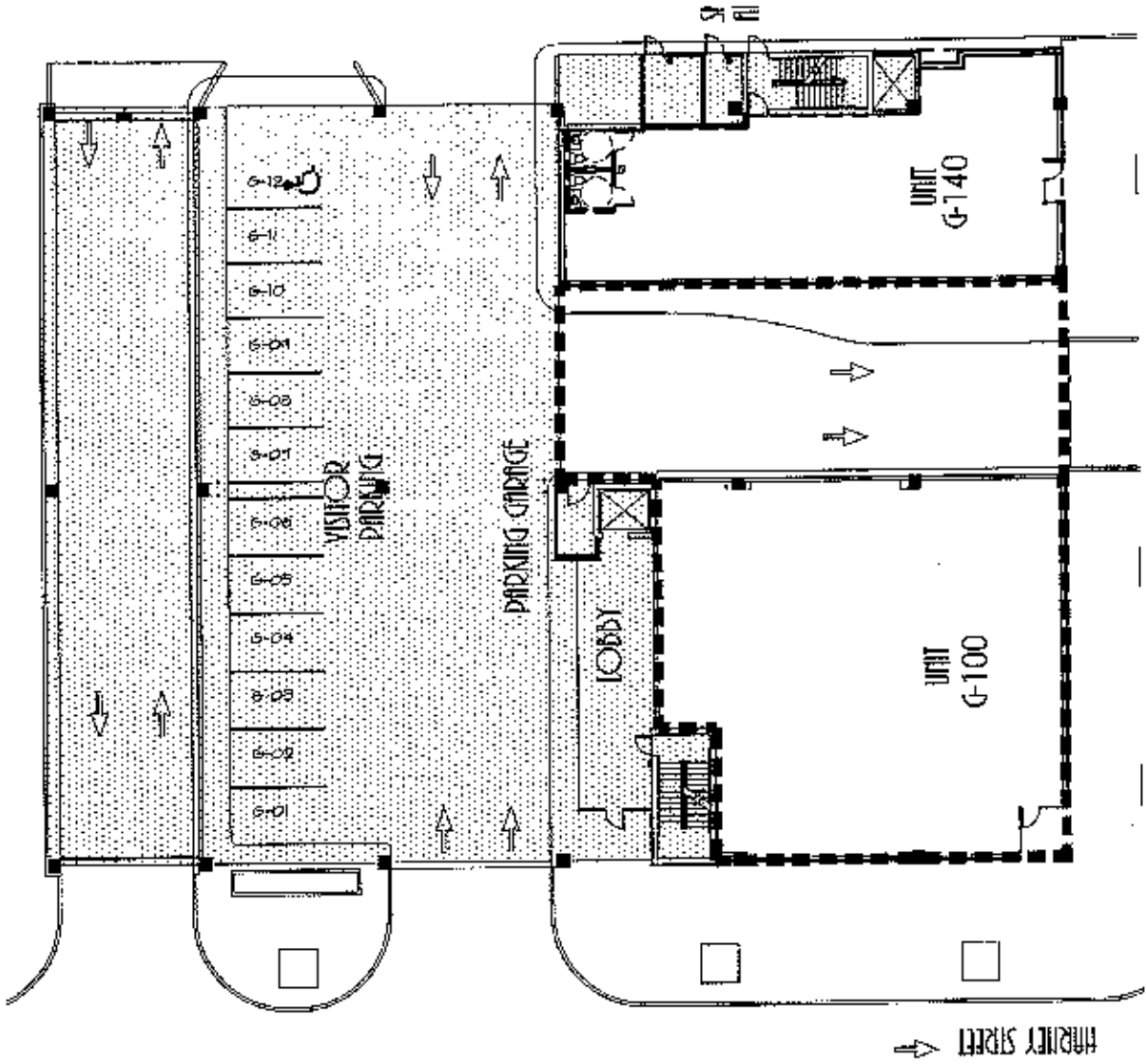
14TH STREET

BASEMENT LEVEL PLAN  
FLOOR →



-  PRATON LIMITED COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS

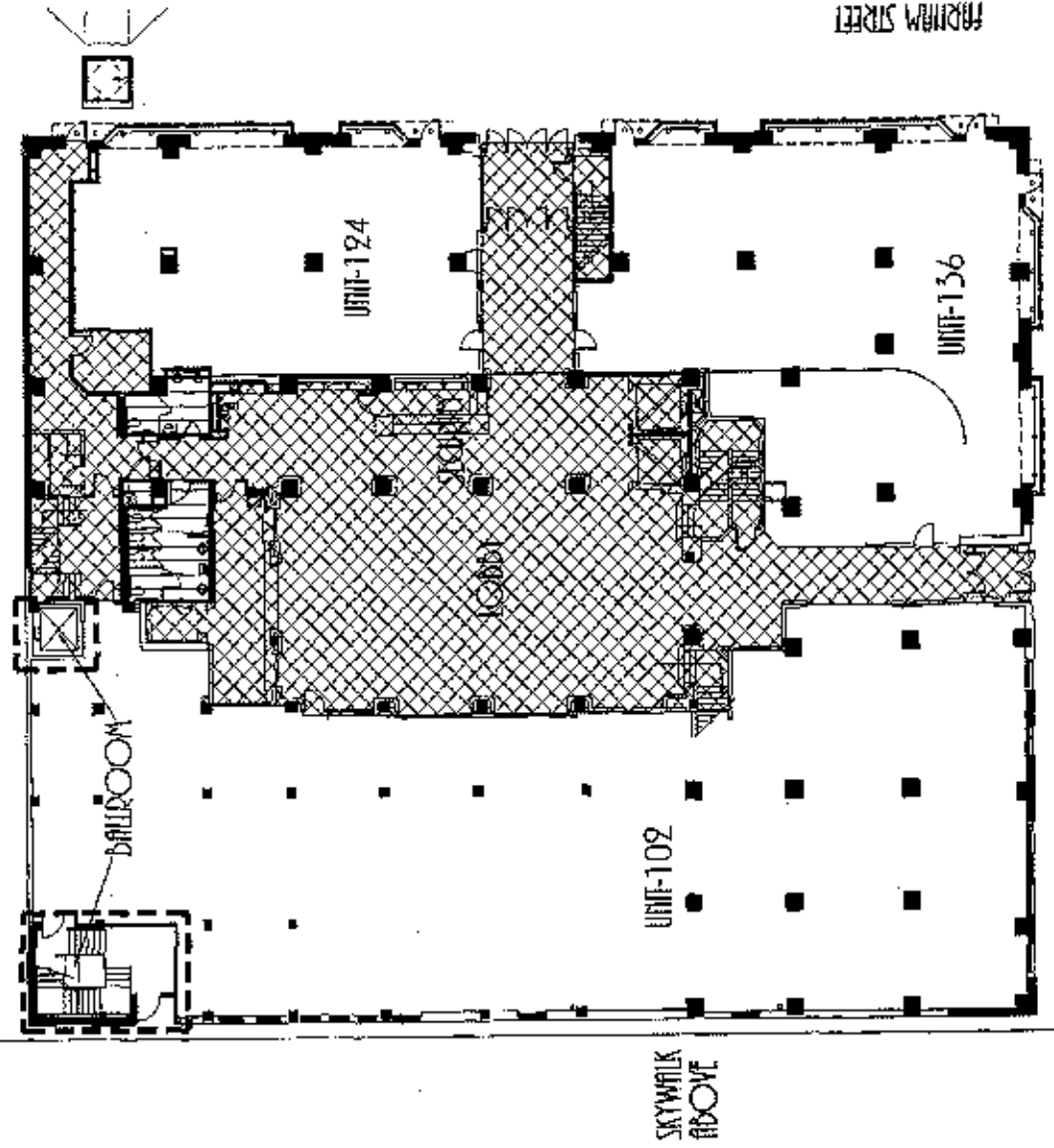
LEVEL PLAN  
→



PARKING LEVEL: FIRST

-  PARKING FACILITY LIMITED COMMON ELEMENTS
-  UNIT G-100
-  UNIT G-140

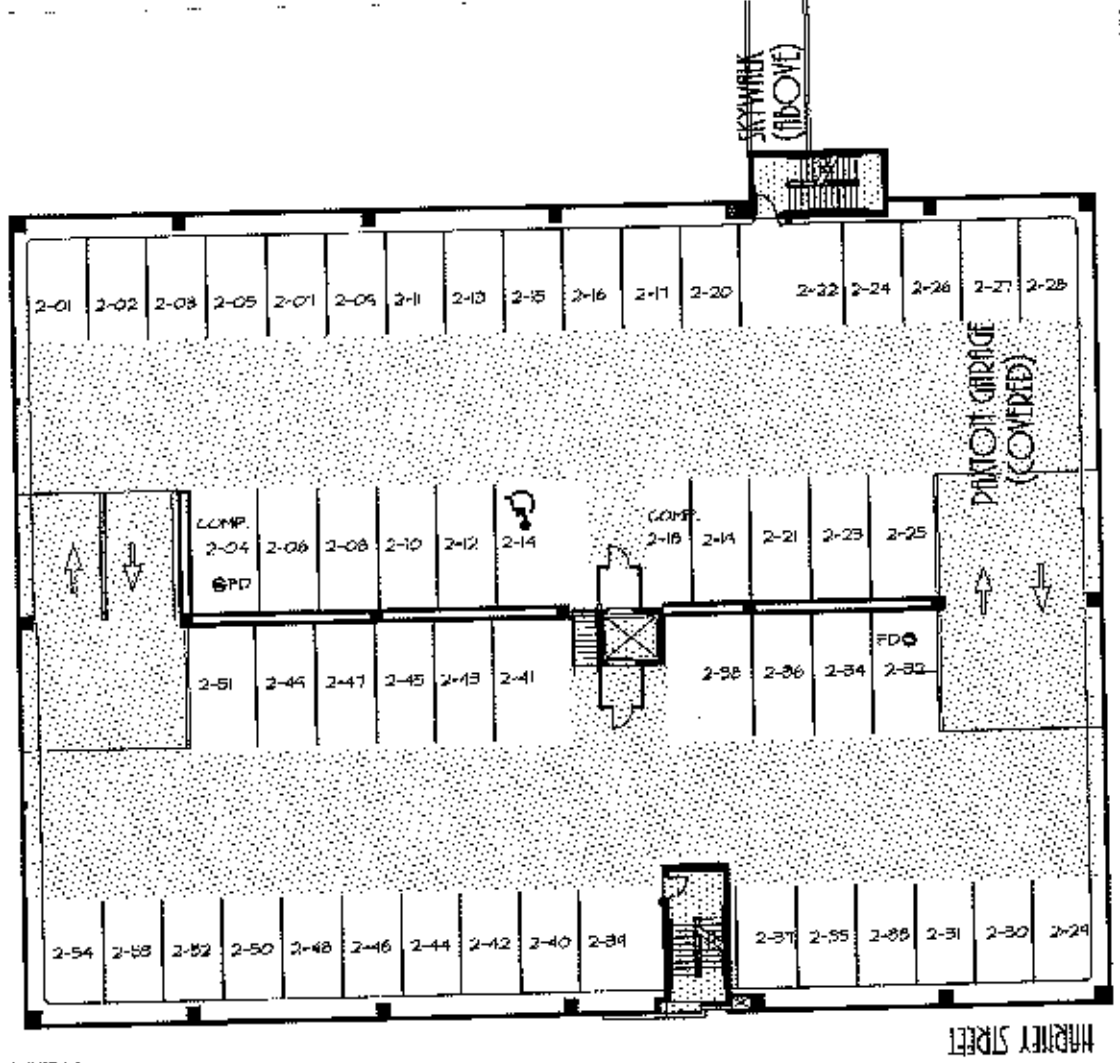
GROUPE



- COMMON ELEMENTS
- RESIDENTIAL LIMITED COMMON ELEMENTS
- COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
- UNITS



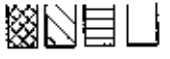
10 LEVEL PLAN  
NORTH →



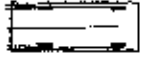
14TH STREET

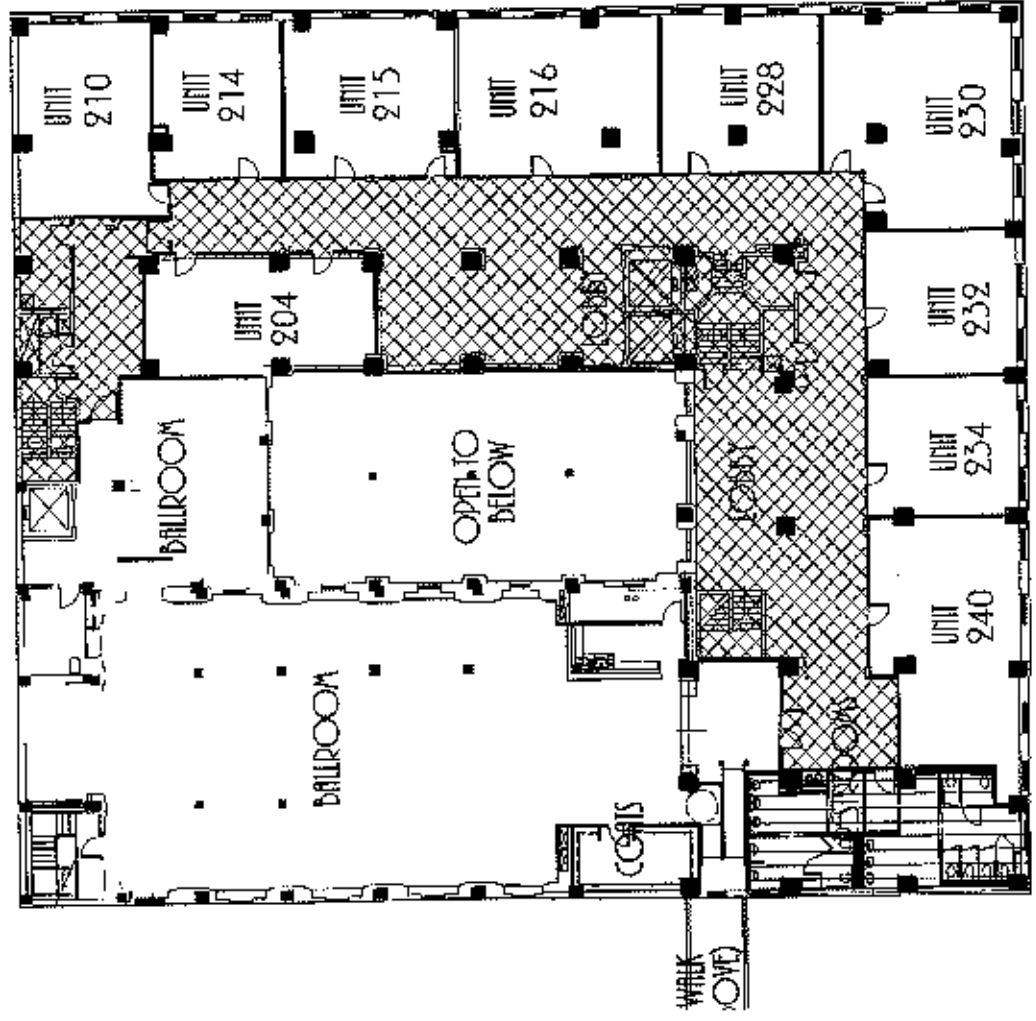
THIRTY STREET

**PARKING LEVEL: SECOND**  
 PARKING FACILITY LIMITED COMMON ELEMENTS  
 PARKING DECKS



**2ND LEVEL PLAN**  
 NORTH →





FRANCON STREET

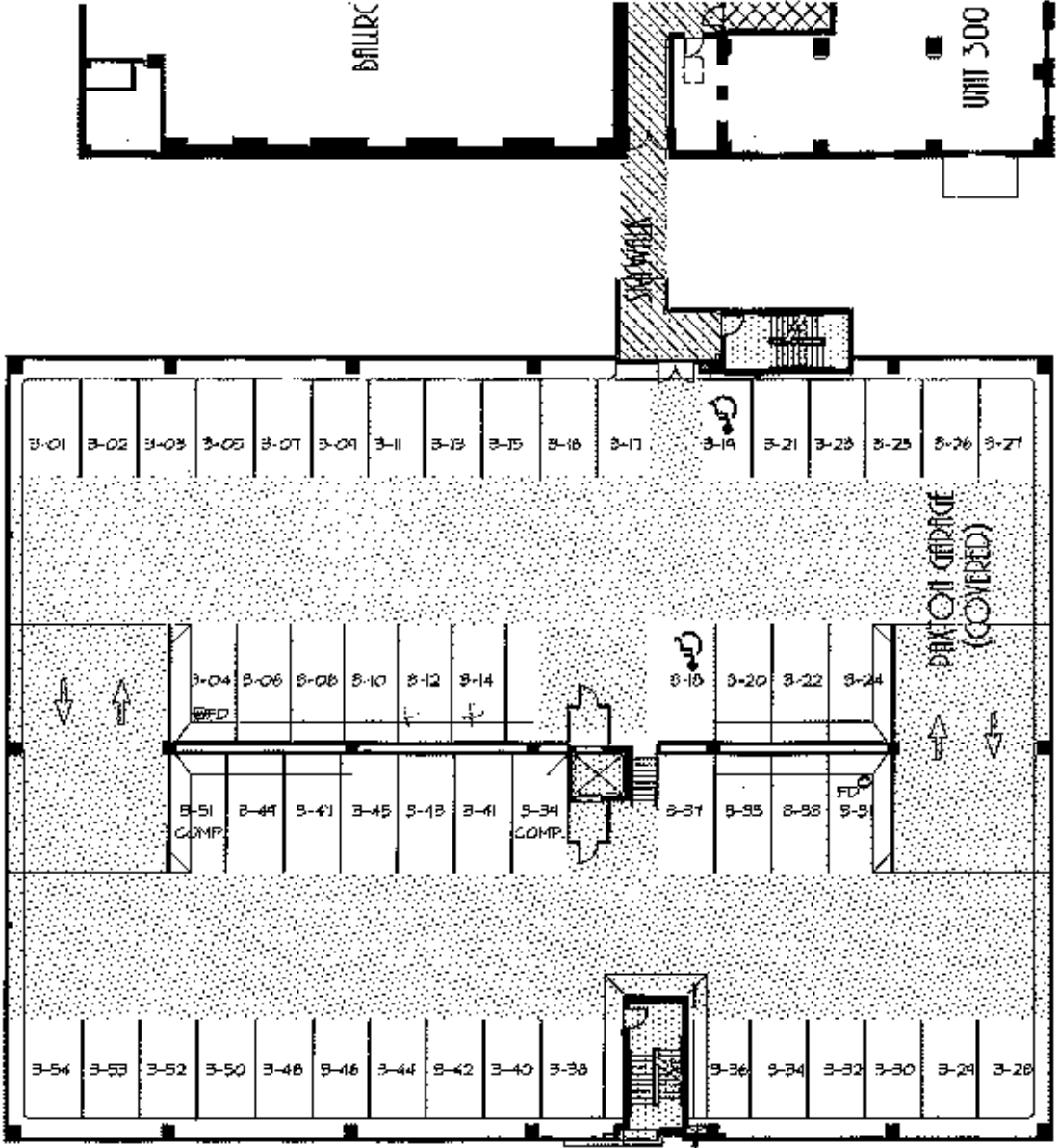
14th STREET

-  COMMON ELEMENTS
-  RESIDENTIAL UNIT COMMON ELEMENTS
-  COMMERCIAL/OFFICE UNIT COMMON ELEMENTS
-  UNITS



PLAN 1 →





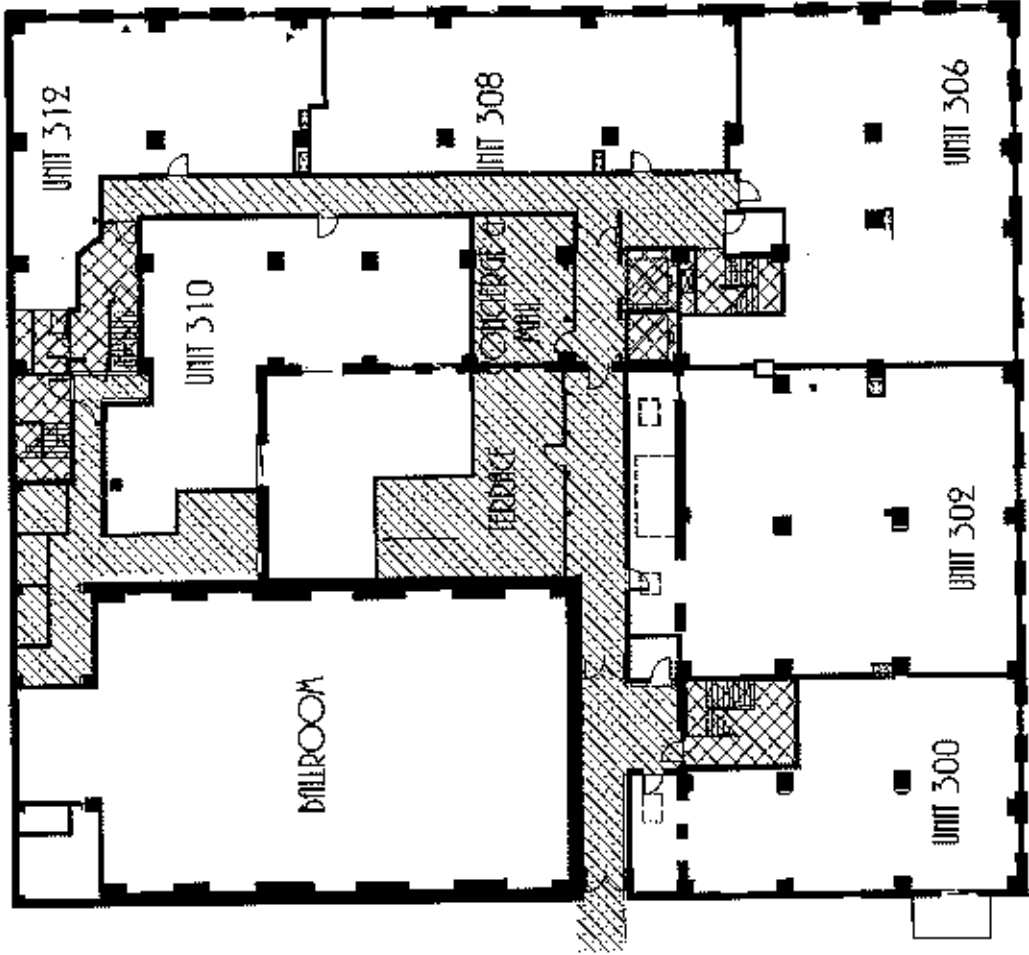
14TH STREET





PARKING LEVEL: THIRD

-  PARKING FACILITY LIMITED COMMON ELEMENTS
-  PARKING UNITS

### 3RD LEVEL PLAN

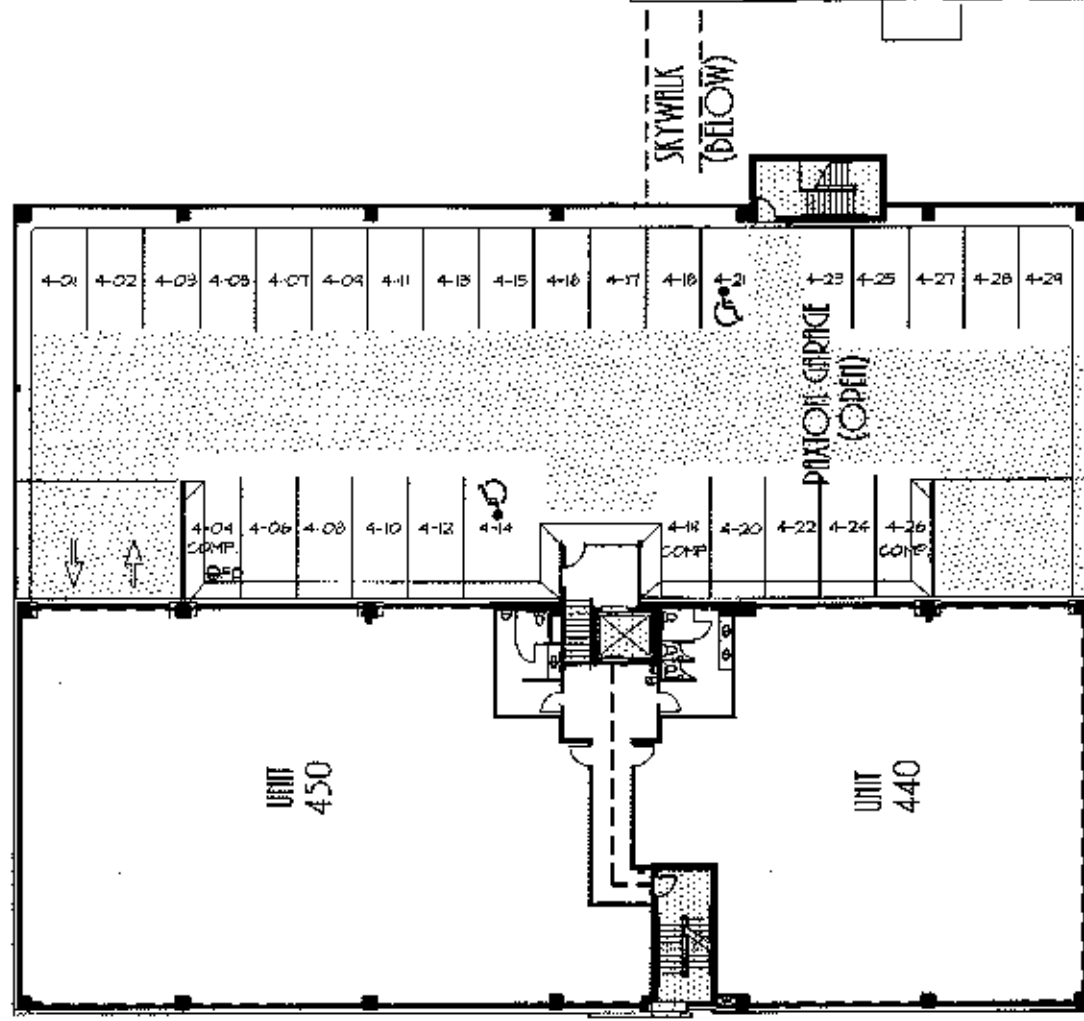
NORTH →



-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS



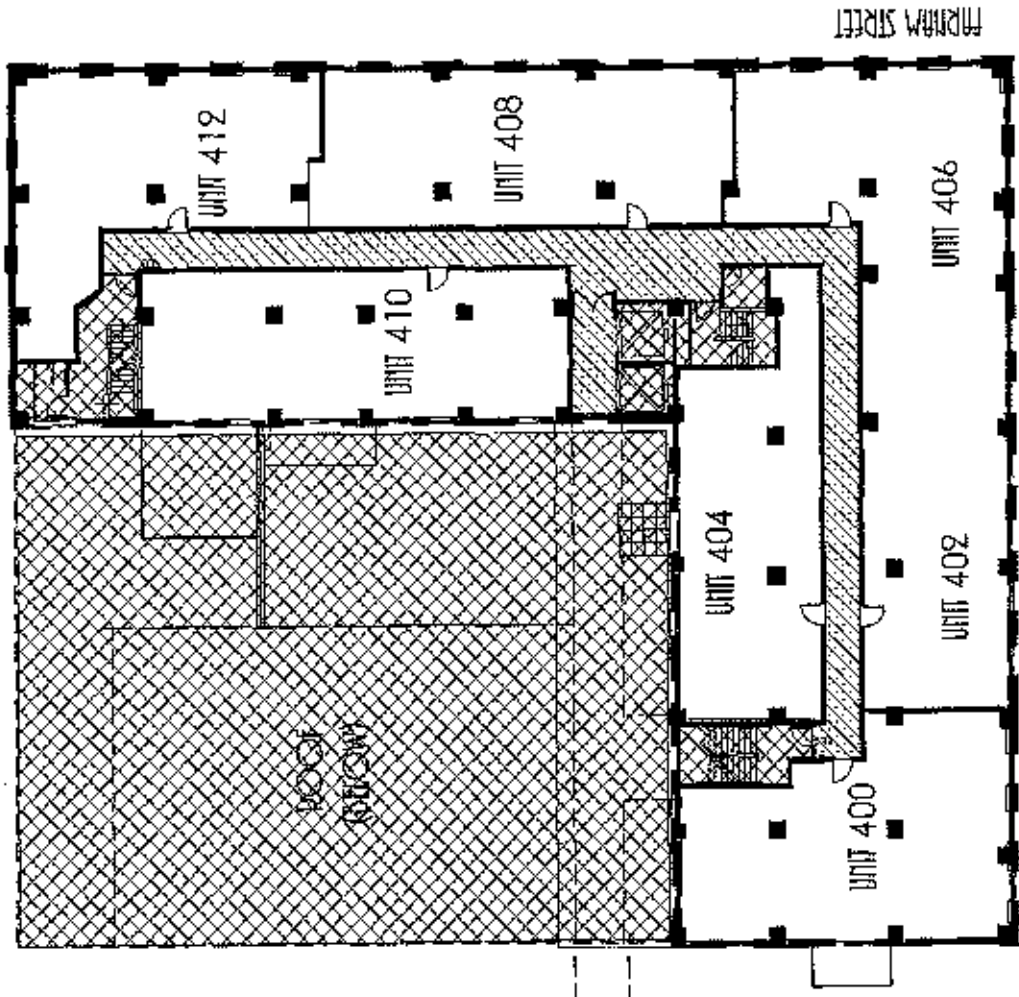
VEL PLANT  
DIRTY →



PARKING LEVEL: FOURTH

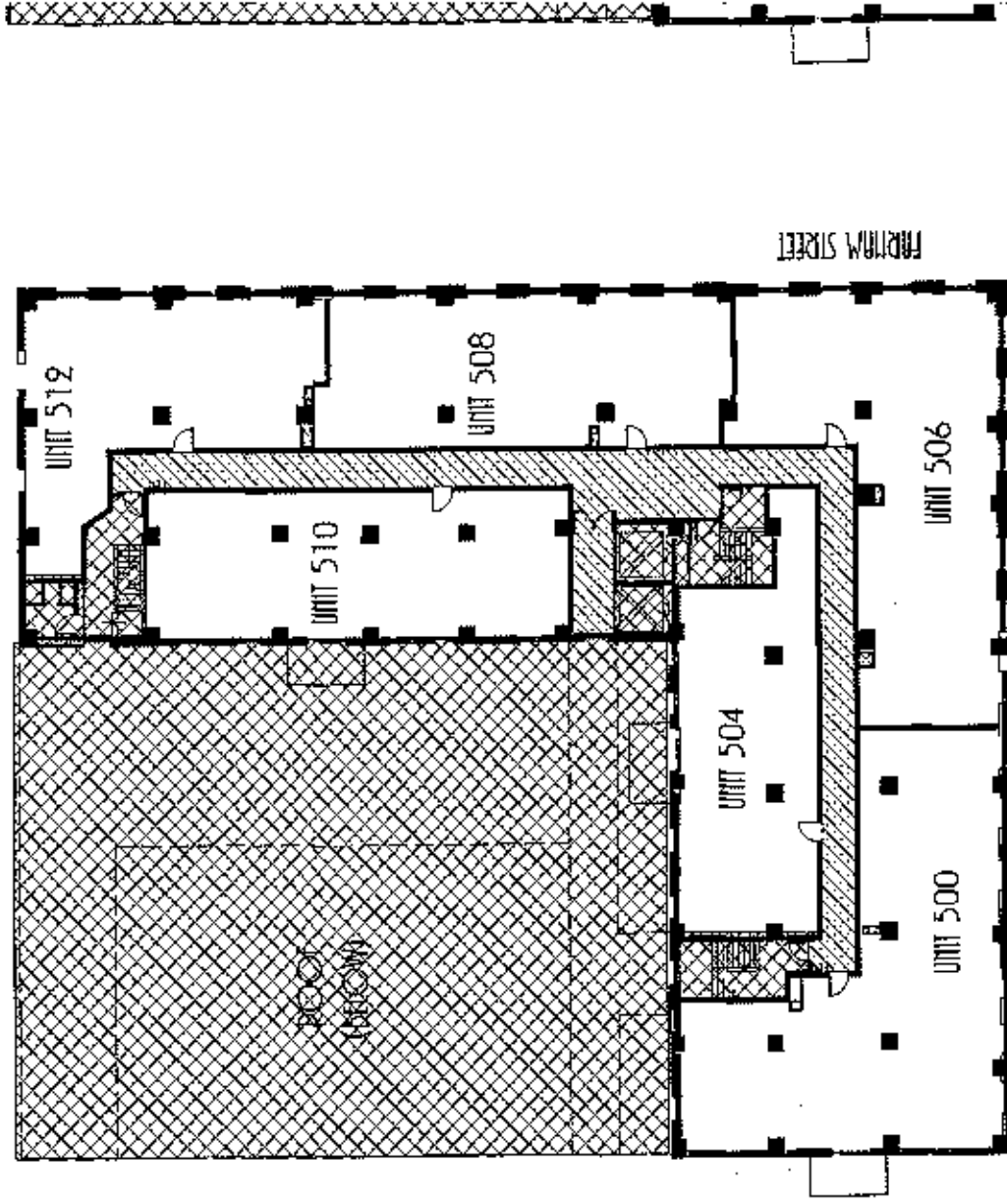
-  PARKING FACILITY LIMITED COMMON ELEMENTS
-  UNIT 440
-  UNIT 450
-  PARKING UNITS

4TH LEVEL PLAN  
 NORTH →







- COMMON ELEMENTS
- RESIDENTIAL LIMITED COMMON ELEMENTS
- COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
- UNITS





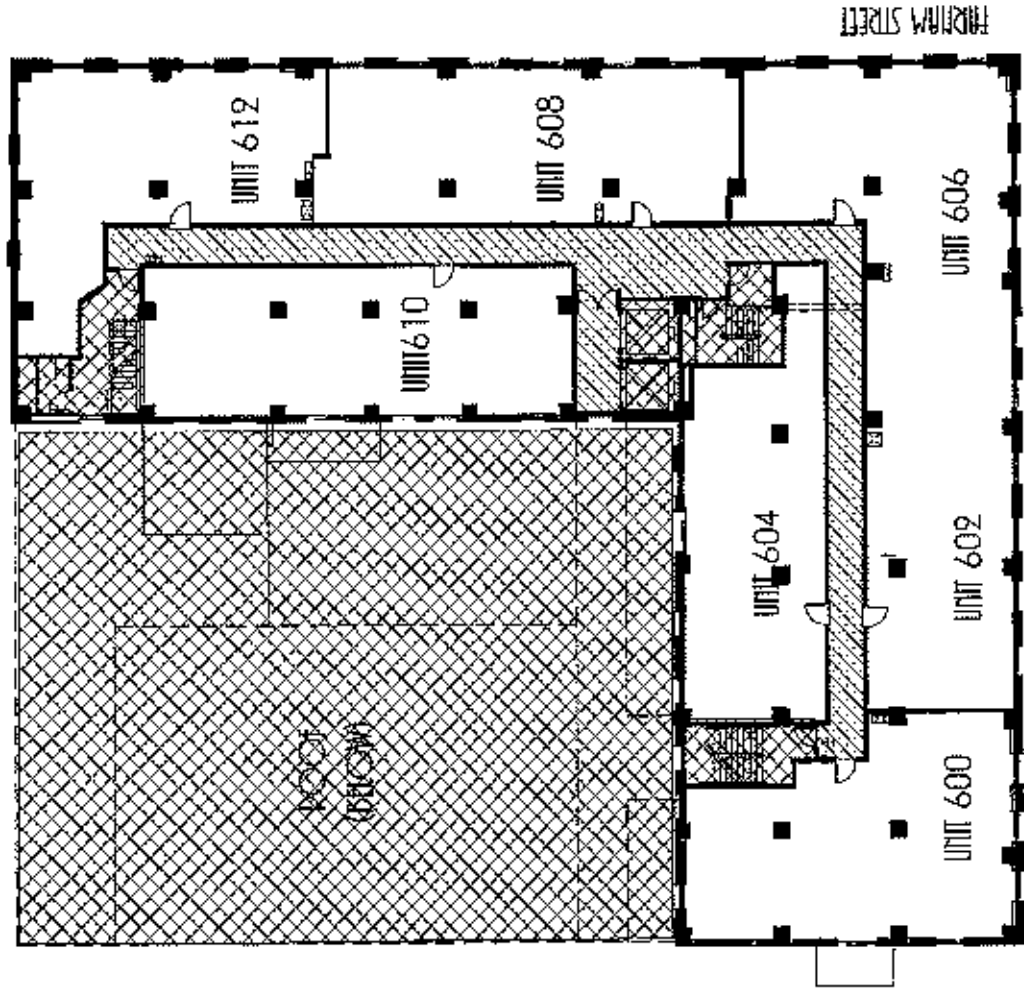
FARM STREET

14TH STREET  
5TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL UNITED COMMON EL
-  COMMERCIAL/OFFICE UNITED CC
-  UNITS

# 5TH-6TH FLOOR PLAN

11/02/08-3

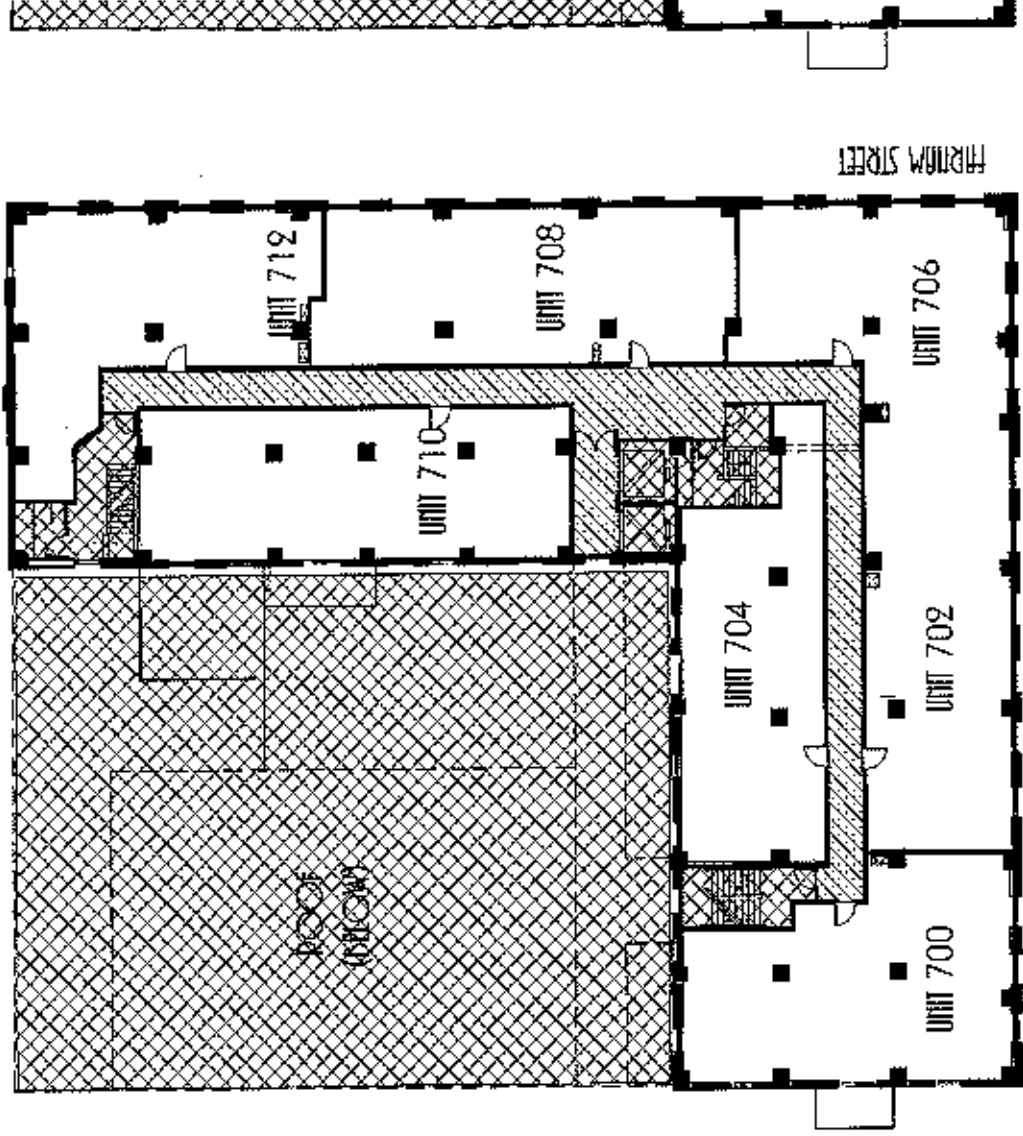


14TH STREET  
 6TH FLOOR

VOID ELEMENTS  
 COMMON ELEMENTS



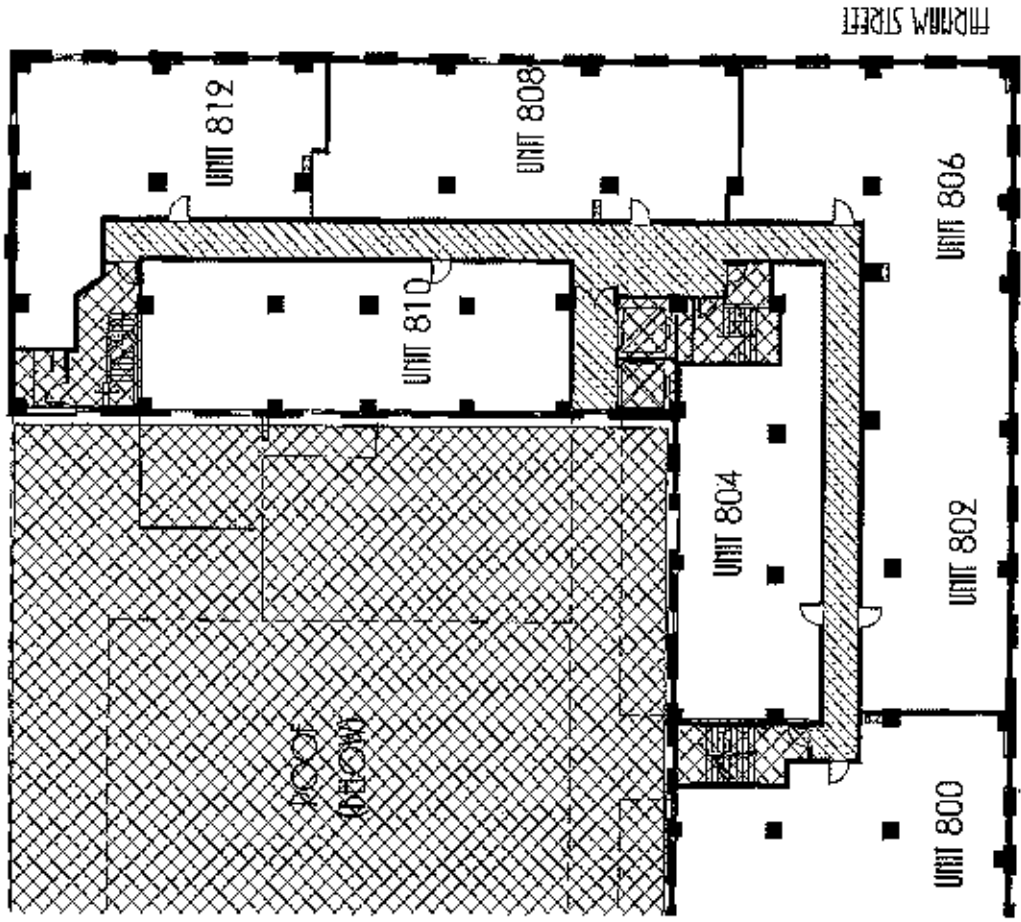
PLANS



14TH STREET  
7TH FLOOR

COMMON ELEMENT  
RESIDENTIAL UNIT  
COMMERCIAL UNIT  
UNITS

7TH-8TH FLOOR  
NORTH →



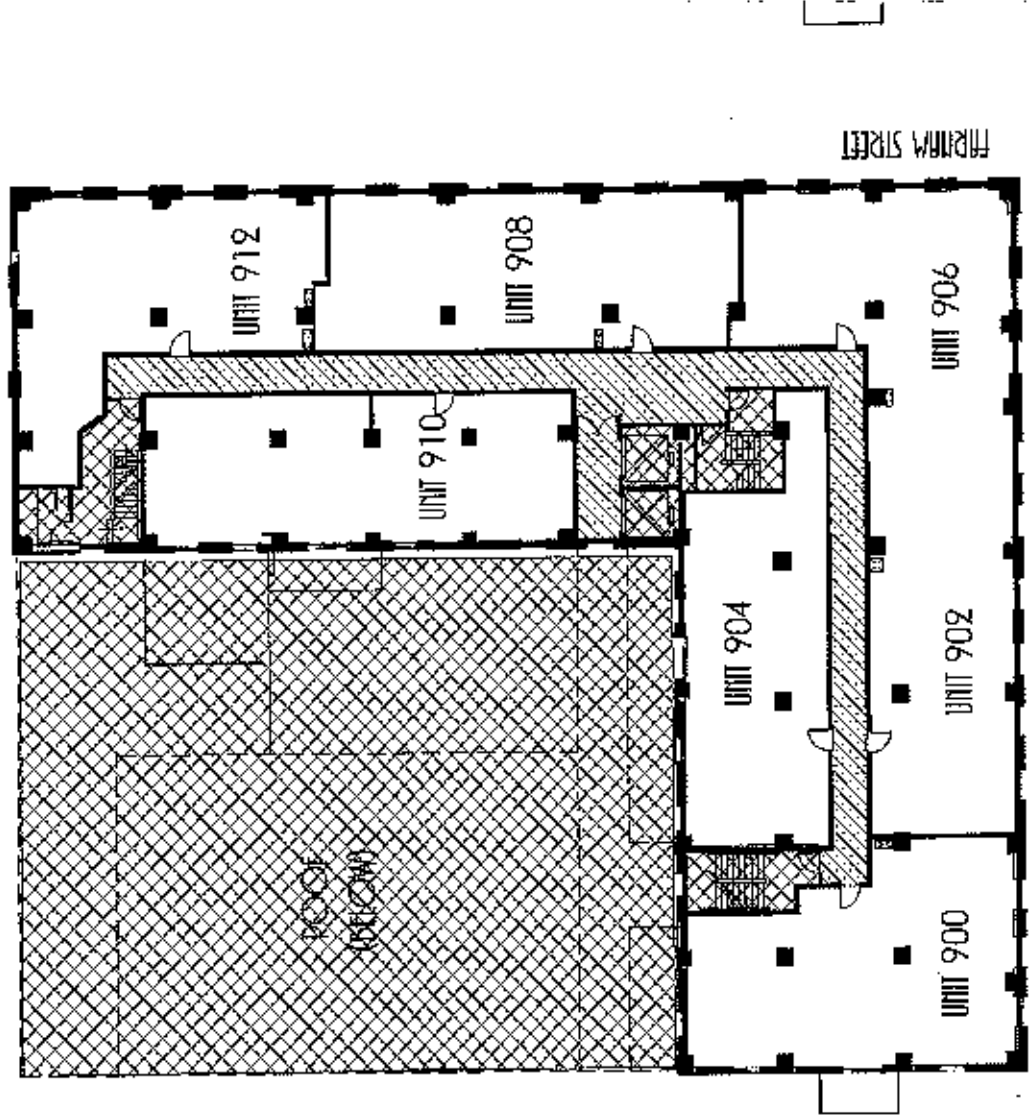
14TH STREET  
8TH FLOOR

MS  
COMMON ELEMENTS  
UNITS COMMON ELEMENTS



OR PLANS

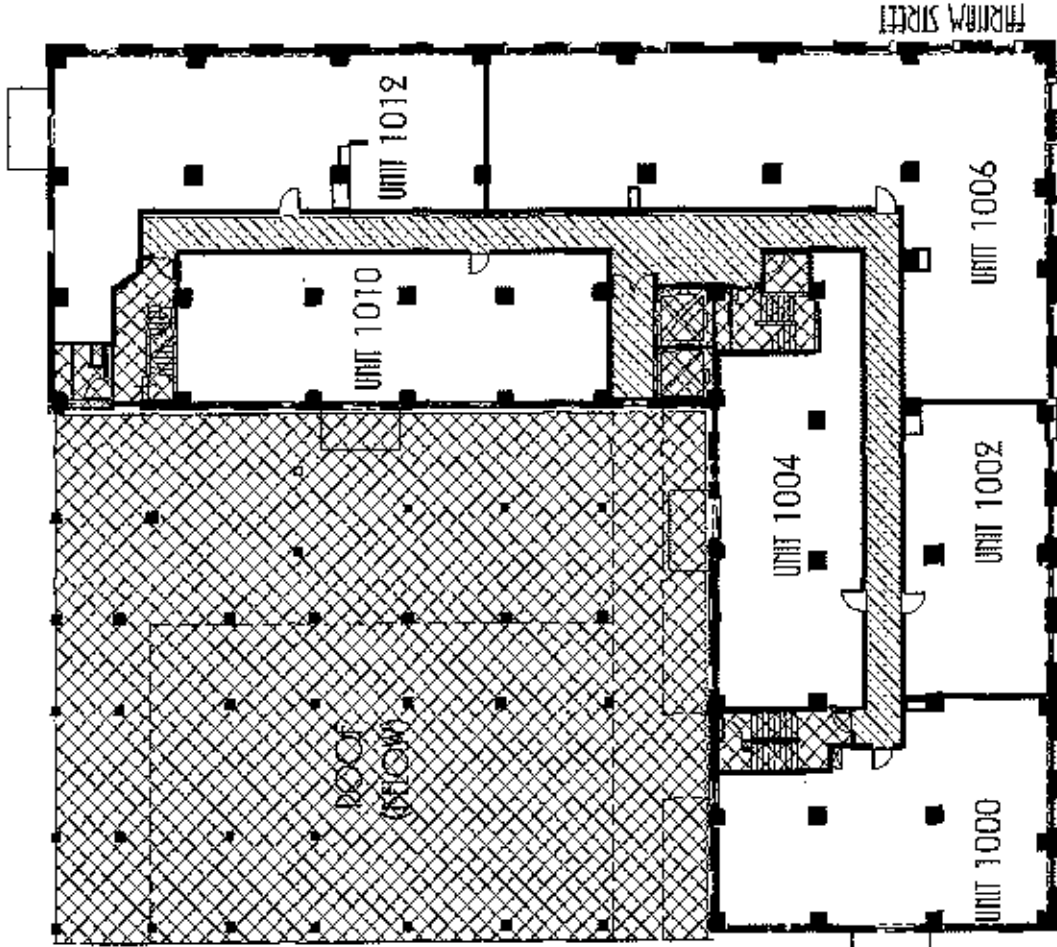




14TH STREET  
 9TH FLOOR

- COMMON ELEMENTS
- RESIDENTIAL UNIT CC
- COMMERCIAL/OFFICE
- UNITS

9TH-10TH FLOOR  
 NORTH →

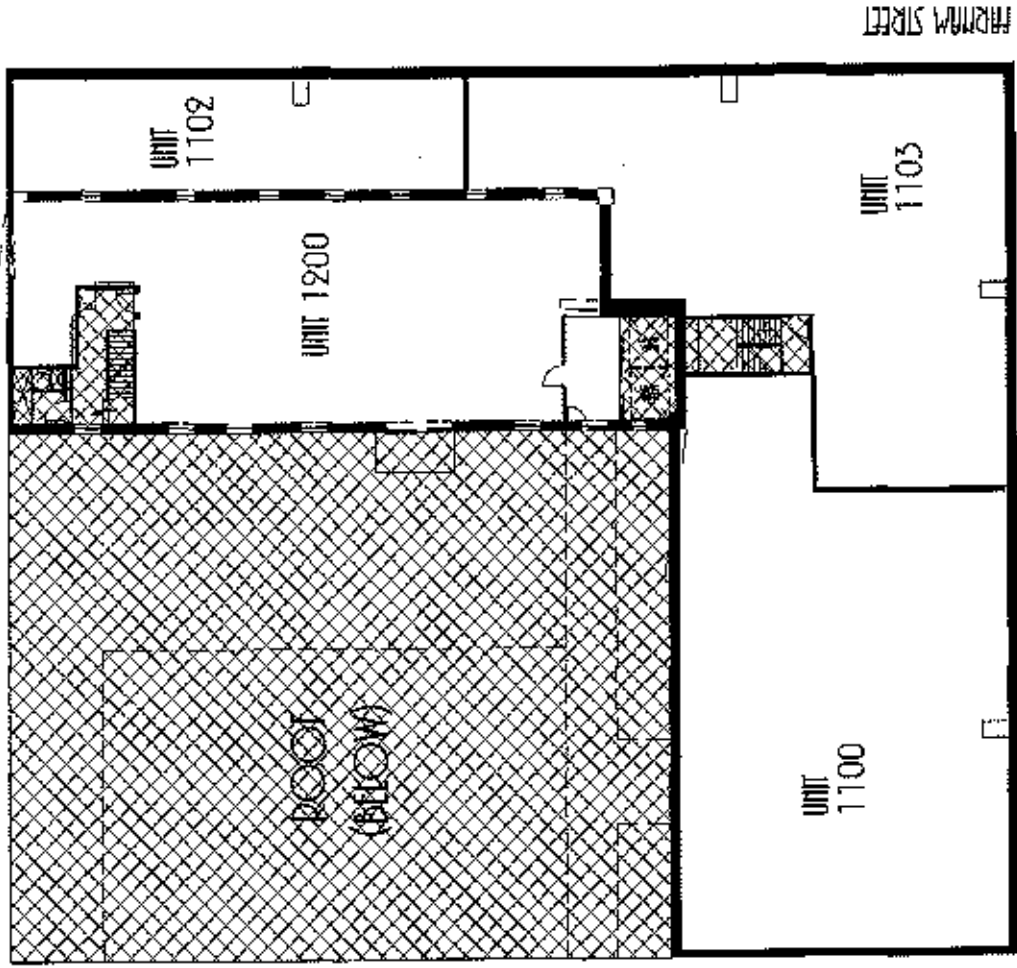


14TH STREET  
10TH FLOOR

SWITCH ELEMENTS  
 LIMITED COMMON ELEMENTS

DR PLANS



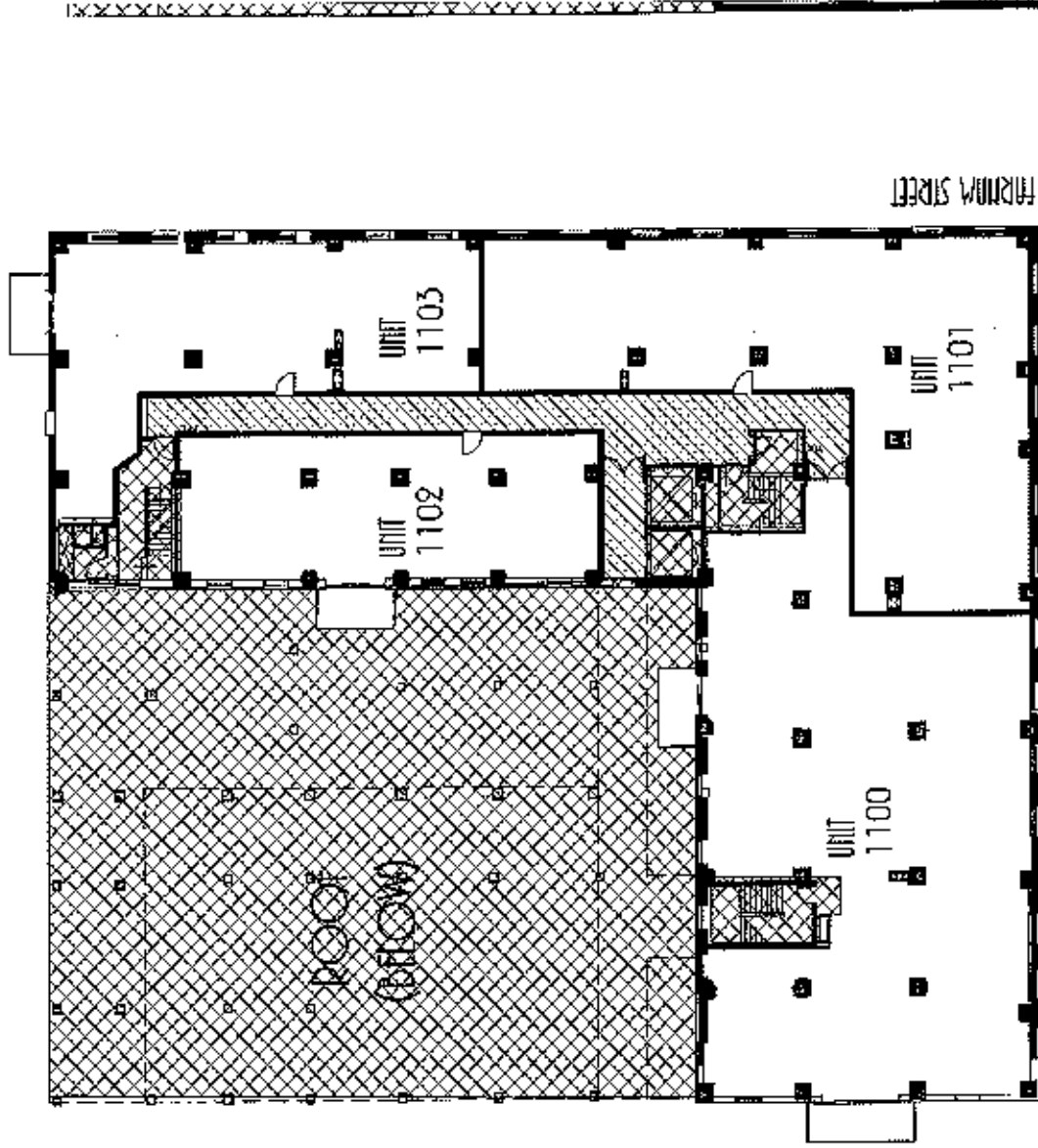


14TH STREET  
 12TH STREET

5  
 COMMON ELEMENTS  
 CE LIMITED COMMON ELEMENTS







OR PLANS



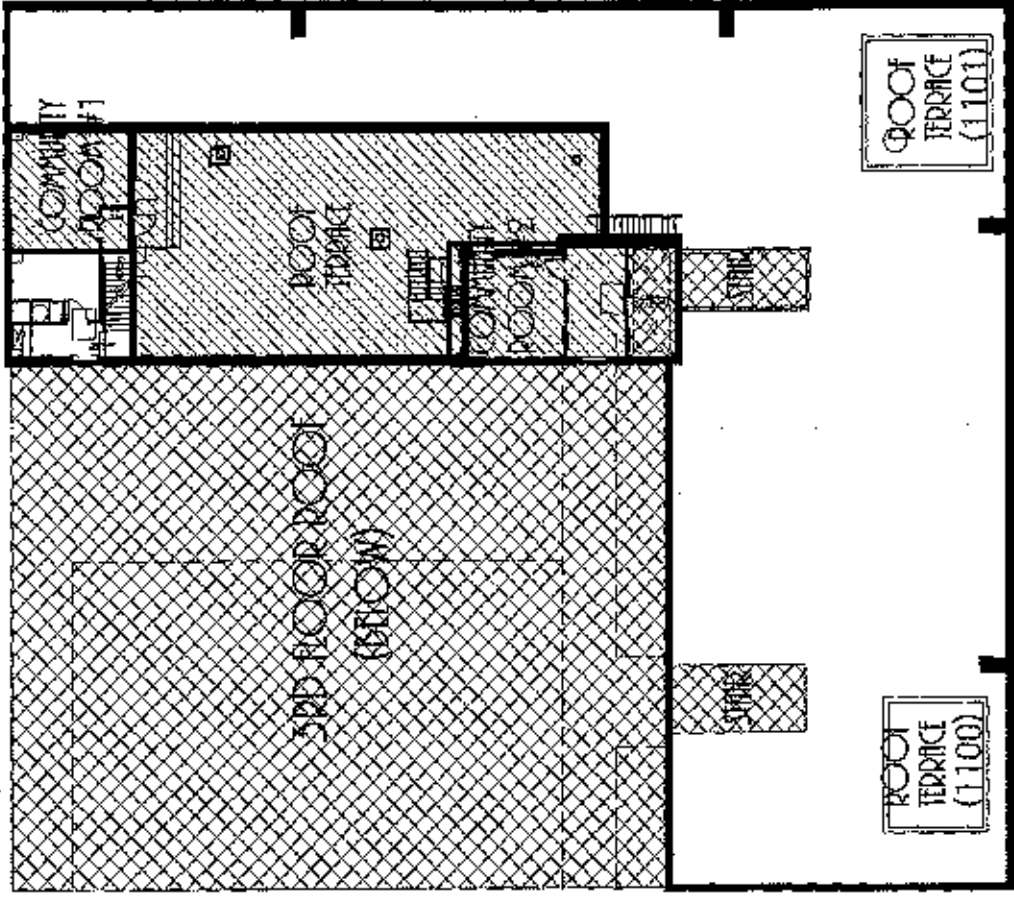
14TH STREET

11TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL UNITS/COM
-  COMMERCIAL/OFFICE UN
-  UNITS

11TH-12TH FLOOR

NORTH →

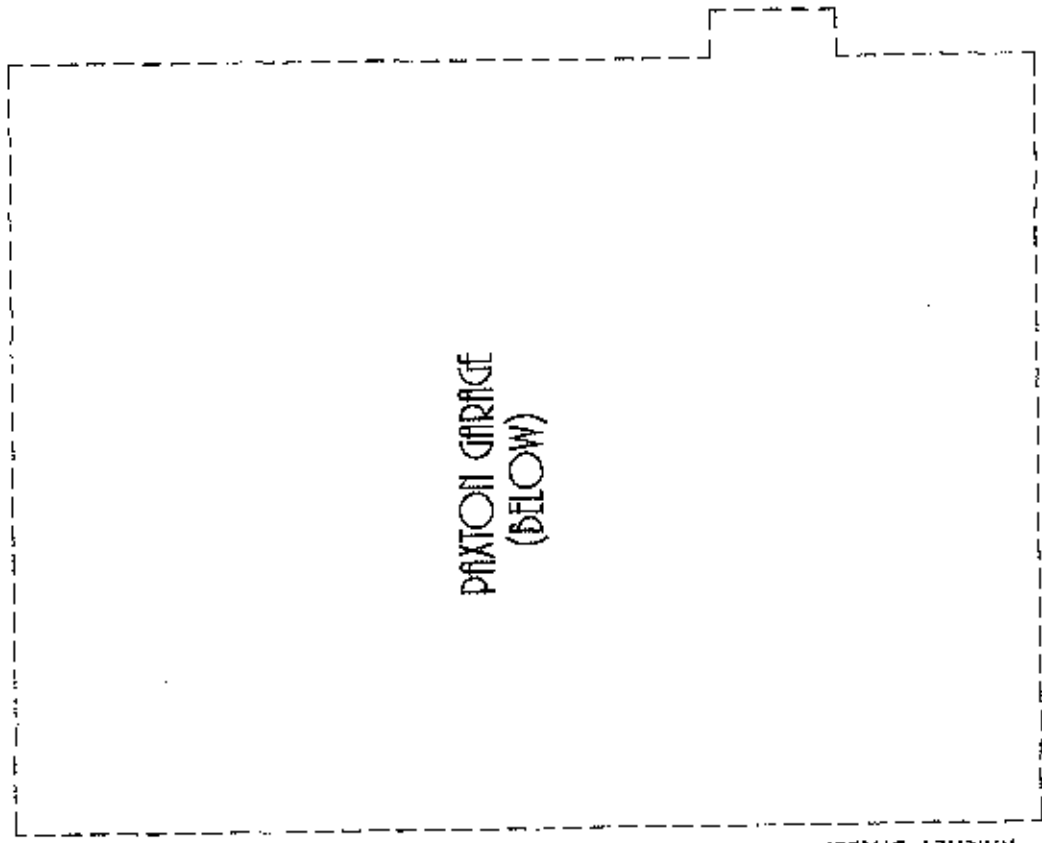


14TH STREET

ELEMENTS  
 LIMITED COMMON ELEMENTS  
 BA/OFFICE LIMITED COMMON ELEMENTS






OF PLAN  
 201 →



PAXTON GARAGE  
(BELOW)

HARDNEY STREET

-  COMMON ELEMENTS
-  RESIDENTIAL UNITED COMM
-  COMMERCIAL/OFFICE UNIT

ROOF PLAN  
NORTH →



MISC 2006141078



DEC 13 2006 14:49 P 8

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
12/13/2006 14:49:46.52



2006141078

(space above the line for recording information.)

**AMENDMENT TO THE  
DECLARATION AND MASTER DEED  
OF THE PAXTON CONDOMINIUM  
PROPERTY REGIME**

THIS AMENDMENT TO THE DECLARATION AND MASTER DEED OF THE PAXTON CONDOMINIUM PROPERTY REGIME is made this 13 day of December, 2006, by Shamrock Parking, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

**RECITALS:**

WHEREAS, this Amendment is pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877 (the "Declaration"), and shall be recorded against the Units legally described on Exhibit 1, attached hereto and incorporated herein by this reference.

WHEREAS, pursuant to Section 14.3 of the Declaration, the Declarant desires to amend the Declaration to correct an error in the Allocated Interests as set forth in Exhibit C to the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Definitions. Terms used in this Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.
2. Amendments. Pursuant to Section 14.3 of the Declaration, the Declarant hereby amends the Declaration as follows:

Allocated Interests. Exhibit C of the original Declaration is repealed in its entirety and replaced with Exhibit C attached hereto and incorporated herein by this reference.

*mis*

8/19/06

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3. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment was adopted by the Members this 13 day of December, 2006.

*[Signatures on Following Page]*



SHAMROCK PARKING, LLC, a Nebraska  
limited liability company,

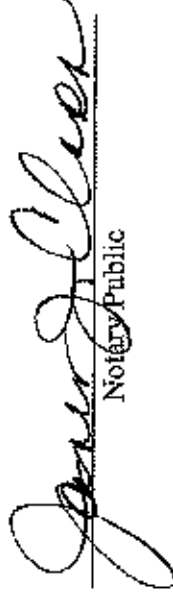
By:   
Michael T. Moylan, Member

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Michael T. Moylan, member of Shamrock Parking, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed on behalf of said limited liability company.

Witness my hand and Notarial Seal this 13 day of December, 2006.

[Seal]

  
Notary Public



**EXHIBIT 1**  
**LEGAL DESCRIPTION OF THE PAXTON**  
**CONDOMINIUM PROPERTY REGIME**

Units 102, 124, 136, 136A, 204, 210, 214, 216, 228, 230, 232, 234, 240, 300, 302, 306, 308, 310, 312, 400, 402, 404, 406, 408, 410, 412, 500, 502, 504, 506, 508, 510, 512, 600, 602, 604, 606, 608, 610, 612, 700, 702, 704, 706, 708, 710, 712, 800, 802, 804, 806, 808, 810, 812, 900, 902, 904, 906, 908, 910, 912, 1000, 1002, 1004, 1006, 1010, 1012, 1100, 1101, 1102, 1103, 1200, B-01 through B-53, inclusive, 2-01 through 2-25, inclusive, 2-29 through 2-54, inclusive, 3-01 through 3-54, inclusive, 4-01 through 4-29, inclusive, G-140, G-100, 440, 450, all in the PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded on October 20, 2006, as Instruments No. 2006120877 of the Records of Douglas County, Nebraska.

EXHIBIT C

PAXTON BUILDING (1403 Farnam Street):

	Condo- minimum Regime	Paxton Building	Commercial / Office Units	Residential Units
<b>ALLOCATED INTEREST</b>				
Main Floor				
Street	3.8111%	8.4518%	32.3038%	
Unit #102 - Chop House	1.1501%	1.9489%	9.9289%	
Unit #124	1.7252%	2.8203%	14.5947%	
Unit #136	0.0000%	0.0000%		
136 A - Basement Space *				
6,898				
Total Main Floor Square Footage: 20,161				

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
2nd Floor Office						
Office #204	0.3080%	0.5213%	0.9111%	0.7587%	0.7887%	0.7587%
Office #210	0.2145%	0.5327%	1.3730%	0.5273%	0.5273%	0.5273%
Office #214	0.4139%	0.4139%	2.2747%	0.6977%	0.6977%	0.6977%
Office #215	0.5494%	0.5494%	1.7467%	0.6752%	0.6752%	0.6752%
Office #216	0.6214%	0.6214%	1.3921%	0.7582%	0.7582%	0.7582%
Office #228	0.3055%	0.5172%	0.6012%	0.7918%	0.7918%	0.7918%
Office #230	0.4877%	0.6425%	0.6900%	0.6854%	0.6854%	0.6854%
Office #232	0.2622%	0.4433%	1.1511%	1.1803%	1.1803%	1.1803%
Office #234	0.2563%	0.4339%				
Office #240	0.4425%	0.7491%				
Total 2nd Floor Office Square Footage: 6,738						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
2nd Floor Ballrooms (#200)						
Ballroom Total Square Footage**	0.590					
Footage Utilized for calculating Association Share (6%)	3,198					
3rd Floor						
THE ROME - #200		1,646				
THE CASTLE - #302		2,727				
THE GRAND - #308		2,094				
THE WELLINGTON - #308		1,561				
THE ATLANTIC - #310		1,525				
THE FONTENELLE - #312		1,860				
Total 3rd Floor Residential Square Footage: 11,034						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
4th Floor						
THE HERNDON - #400			1,568			
THE MILLARD - #402			1,070			
THE LOYAL - #404			1,365			
THE GRAND - #406			1,772			
THE WELLINGTON - #408			1,591			
THE CARLTON - #410			1,546			
THE FONTENELLE - #412			1,391			
Total 4th Floor Residential Square Footage: 10,255						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
5th Floor						
THE HERNDON - #500				2,300		
THE LOYAL - #504				1,365		
THE GRAND - #506				2,108		
THE WELLINGTON - #508				1,581		
THE CARLTON - #510				1,546		
THE FONTENELLE - #512				1,391		
Total 5th Floor Residential Square Footage: 10,255						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
6th Floor						
THE HERNDON - #600					1,580	
THE MILLARD - #602					1,070	
THE LOYAL - #604					1,365	
THE GRAND - #606					1,772	
THE WELLINGTON - #608					1,581	
THE CARLTON - #610					1,546	
THE FONTENELLE - #612					1,391	
Total 6th Floor Residential Square Footage: 10,255						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
7th Floor						
THE HERNDON - #700						1,580
THE MILLARD - #702						1,070
THE LOYAL - #704						1,365
THE GRAND - #706						1,772
THE WELLINGTON - #708						1,581
THE CARLTON - #710						1,546
THE FONTENELLE - #712						1,391
Total 7th Floor Residential Square Footage: 10,255						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
8th Floor						
THE HERNDON - #800						1,580
THE MILLARD - #802						1,070
THE LOYAL - #804						1,365
THE GRAND - #806						1,772
THE WELLINGTON - #808						1,581
THE CARLTON - #810						1,546
THE FONTENELLE - #812						1,391
Total 8th Floor Residential Square Footage: 10,255						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
9th Floor						
THE HERNDON - #900						1,580
THE MILLARD - #902						1,070
THE LOYAL - #904						1,365
THE GRAND - #906						1,772
THE WELLINGTON - #908						1,581
THE CARLTON - #910						1,546
THE FONTENELLE - #912						1,391
Total 9th Floor Residential Square Footage: 10,255						

Street	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor
10th Floor						
THE HERNDON - #1000						1,580
THE MILLARD - #1002						1,070
THE LOYAL - #1004						1,365
THE GRAND - #1006						1,772
THE WELLINGTON - #1008						1,581
THE CARLTON - #1010						1,546
THE FONTENELLE - #1012						1,391
Total 10th Floor Residential Square Footage: 10,255						

PAXTON BUILDING (4108 Farnam Street):

	Condo- minium Rugate	Paxton Building	Commercial / Office Units	Residential Units
<b>ALLOCATED INTEREST</b>				
<b>8th Floor</b>				
THE HERNDON - #600	0.7987%	1.5013%		1.6185%
THE MILLARD - #602	0.5273%	0.8925%		1.1102%
THE LOYAL - #604	0.8877%	1.1303%		1.4058%
THE GRAND - #606	0.8732%	1.4781%		1.8385%
THE WELLINGTON - #608	0.7052%	1.3021%		1.5187%
THE CARLTON - #610	0.7645%	1.2865%		1.6041%
THE FONTENELLE - #612	0.8854%	1.1803%		1.4433%
<b>Total 8th Floor Residential Square Footage:</b>				
<b>9th Floor</b>				
THE HERNDON - #900	0.7887%	1.5013%		1.6185%
THE MILLARD - #902	0.5273%	0.8925%		1.1102%
THE LOYAL - #904	0.8877%	1.1303%		1.4058%
THE GRAND - #906	0.8732%	1.4781%		1.8385%
THE WELLINGTON - #908	0.7052%	1.3021%		1.5187%
THE CARLTON - #910	0.7645%	1.2865%		1.6041%
THE FONTENELLE - #912	0.8854%	1.1803%		1.4433%
<b>Total 9th Floor Residential Square Footage:</b>				
<b>10th Floor</b>				
THE HERNDON - #1000	0.7887%	1.5013%		1.6185%
THE MILLARD - #1002	0.5273%	0.8925%		1.1102%
THE LOYAL - #1004	0.8877%	1.1303%		1.4058%
THE GRAND - #1006	1.3909%	2.5681%		2.9457%
THE CARLTON - #1010	0.7645%	1.2865%		1.6041%
THE FONTENELLE - #1012	0.8268%	1.5724%		1.9558%
<b>Total 10th Floor Residential Square Footage:</b>				
<b>11th &amp; 12th Floor Penthouses</b>				
Unit #1100	2.0202%	3.4350%		4.2728%
Unit #1101	1.5446%	2.6150%		3.2528%
Unit #1102	0.7618%	1.2886%		1.6041%
Unit #1103	0.9288%	1.5724%		1.9553%
Unit #1200	1.4192%	2.3973%		2.9820%
<b>Total 11th &amp; 12th Floors Residential Square Footage:</b>				
<b>FLOOR TOTALS (ACTUAL):</b>				
(Floors Total - COMMERCIAL/OFFICE/RESTAURANT):	20,181	10,134	129,673	
(Floors Total - RESIDENTIAL):			32,236	
<b>FLOOR TOTALS (FOR % CALCULATIONS):</b>	12,569	9,986	119,383	100.0000%
			168,600%	100.0000%

Comments & Notes:

(1) Budget, actual and other amounts are estimated and are subject to change.  
 Due to the nature of the Base Rent & Good Space, it is not calculated on the percentage.  
 Due to the nature of the top, the room it is calculated at 20% of actual square footage.

PAXTON PROFESSIONAL CENTER (1414 Narney Street)

Bed #/No	Equipment/Load Source	Bed Description	South (Upper) Control (Lower)		North (Lower) Control (Upper)		Bed Position	Perching Facility	Perching Facility
			ALLOCATION/INTEREST	ALLOCATION/INTEREST	ALLOCATION/INTEREST	ALLOCATION/INTEREST			
B-01	0.1725%	2-01	0.1725%	0.1725%	0.1725%	4-01	0.1725%	0.1725%	
B-02	0.1725%	2-02	0.1725%	0.1725%	0.1725%	4-02	0.1725%	0.1725%	
B-03	0.1725%	2-03	0.1725%	0.1725%	0.1725%	4-03	0.1725%	0.1725%	
B-04	0.1725%	2-04	0.1725%	0.1725%	0.1725%	4-04	0.1725%	0.1725%	
B-05	0.1725%	2-05	0.1725%	0.1725%	0.1725%	4-05	0.1725%	0.1725%	
B-06	0.1725%	2-06	0.1725%	0.1725%	0.1725%	4-06	0.1725%	0.1725%	
B-07	0.1725%	2-07	0.1725%	0.1725%	0.1725%	4-07	0.1725%	0.1725%	
B-08	0.1725%	2-08	0.1725%	0.1725%	0.1725%	4-08	0.1725%	0.1725%	
B-09	0.1725%	2-09	0.1725%	0.1725%	0.1725%	4-09	0.1725%	0.1725%	
B-10	0.1725%	2-10	0.1725%	0.1725%	0.1725%	4-10	0.1725%	0.1725%	
B-11	0.1725%	2-11	0.1725%	0.1725%	0.1725%	4-11	0.1725%	0.1725%	
B-12	0.1725%	2-12	0.1725%	0.1725%	0.1725%	4-12	0.1725%	0.1725%	
B-13	0.1725%	2-13	0.1725%	0.1725%	0.1725%	4-13	0.1725%	0.1725%	
B-14	0.1725%	2-14	0.1725%	0.1725%	0.1725%	4-14	0.1725%	0.1725%	
B-15	0.1725%	2-15	0.1725%	0.1725%	0.1725%	4-15	0.1725%	0.1725%	
B-16	0.1725%	2-16	0.1725%	0.1725%	0.1725%	4-16	0.1725%	0.1725%	
B-17	0.1725%	2-17	0.1725%	0.1725%	0.1725%	4-17	0.1725%	0.1725%	
B-18	0.1725%	2-18	0.1725%	0.1725%	0.1725%	4-18	0.1725%	0.1725%	
B-19	0.1725%	2-19	0.1725%	0.1725%	0.1725%	4-19	0.1725%	0.1725%	
B-20	0.1725%	2-20	0.1725%	0.1725%	0.1725%	4-20	0.1725%	0.1725%	
B-21	0.1725%	2-21	0.1725%	0.1725%	0.1725%	4-21	0.1725%	0.1725%	
B-22	0.1725%	2-22	0.1725%	0.1725%	0.1725%	4-22	0.1725%	0.1725%	
B-23	0.1725%	2-23	0.1725%	0.1725%	0.1725%	4-23	0.1725%	0.1725%	
B-24	0.1725%	2-24	0.1725%	0.1725%	0.1725%	4-24	0.1725%	0.1725%	
B-25	0.1725%	2-25	0.1725%	0.1725%	0.1725%	4-25	0.1725%	0.1725%	
B-26	0.1725%	2-26	0.1725%	0.1725%	0.1725%	4-26	0.1725%	0.1725%	
B-27	0.1725%	2-27	0.1725%	0.1725%	0.1725%	4-27	0.1725%	0.1725%	
B-28	0.1725%	2-28	0.1725%	0.1725%	0.1725%	4-28	0.1725%	0.1725%	
B-29	0.1725%	2-29	0.1725%	0.1725%	0.1725%	4-29	0.1725%	0.1725%	
B-30	0.1725%	2-30	0.1725%	0.1725%	0.1725%	4-30	0.1725%	0.1725%	
B-31	0.1725%	2-31	0.1725%	0.1725%	0.1725%	4-31	0.1725%	0.1725%	
B-32	0.1725%	2-32	0.1725%	0.1725%	0.1725%	4-32	0.1725%	0.1725%	
B-33	0.1725%	2-33	0.1725%	0.1725%	0.1725%	4-33	0.1725%	0.1725%	
B-34	0.1725%	2-34	0.1725%	0.1725%	0.1725%	4-34	0.1725%	0.1725%	
B-35	0.1725%	2-35	0.1725%	0.1725%	0.1725%	4-35	0.1725%	0.1725%	
B-36	0.1725%	2-36	0.1725%	0.1725%	0.1725%	4-36	0.1725%	0.1725%	
B-37	0.1725%	2-37	0.1725%	0.1725%	0.1725%	4-37	0.1725%	0.1725%	
B-38	0.1725%	2-38	0.1725%	0.1725%	0.1725%	4-38	0.1725%	0.1725%	
B-39	0.1725%	2-39	0.1725%	0.1725%	0.1725%	4-39	0.1725%	0.1725%	
B-40	0.1725%	2-40	0.1725%	0.1725%	0.1725%	4-40	0.1725%	0.1725%	
B-41	0.1725%	2-41	0.1725%	0.1725%	0.1725%	4-41	0.1725%	0.1725%	
B-42	0.1725%	2-42	0.1725%	0.1725%	0.1725%	4-42	0.1725%	0.1725%	
B-43	0.1725%	2-43	0.1725%	0.1725%	0.1725%	4-43	0.1725%	0.1725%	
B-44	0.1725%	2-44	0.1725%	0.1725%	0.1725%	4-44	0.1725%	0.1725%	
B-45	0.1725%	2-45	0.1725%	0.1725%	0.1725%	4-45	0.1725%	0.1725%	
B-46	0.1725%	2-46	0.1725%	0.1725%	0.1725%	4-46	0.1725%	0.1725%	
B-47	0.1725%	2-47	0.1725%	0.1725%	0.1725%	4-47	0.1725%	0.1725%	
B-48	0.1725%	2-48	0.1725%	0.1725%	0.1725%	4-48	0.1725%	0.1725%	
B-49	0.1725%	2-49	0.1725%	0.1725%	0.1725%	4-49	0.1725%	0.1725%	
B-50	0.1725%	2-50	0.1725%	0.1725%	0.1725%	4-50	0.1725%	0.1725%	
B-51	0.1725%	2-51	0.1725%	0.1725%	0.1725%	4-51	0.1725%	0.1725%	
B-52	0.1725%	2-52	0.1725%	0.1725%	0.1725%	4-52	0.1725%	0.1725%	
B-53	0.1725%	2-53	0.1725%	0.1725%	0.1725%	4-53	0.1725%	0.1725%	
B-54	0.1725%	2-54	0.1725%	0.1725%	0.1725%	4-54	0.1725%	0.1725%	
B-55	0.1725%	2-55	0.1725%	0.1725%	0.1725%	4-55	0.1725%	0.1725%	
B-56	0.1725%	2-56	0.1725%	0.1725%	0.1725%	4-56	0.1725%	0.1725%	
B-57	0.1725%	2-57	0.1725%	0.1725%	0.1725%	4-57	0.1725%	0.1725%	
B-58	0.1725%	2-58	0.1725%	0.1725%	0.1725%	4-58	0.1725%	0.1725%	
B-59	0.1725%	2-59	0.1725%	0.1725%	0.1725%	4-59	0.1725%	0.1725%	
B-60	0.1725%	2-60	0.1725%	0.1725%	0.1725%	4-60	0.1725%	0.1725%	
B-61	0.1725%	2-61	0.1725%	0.1725%	0.1725%	4-61	0.1725%	0.1725%	
B-62	0.1725%	2-62	0.1725%	0.1725%	0.1725%	4-62	0.1725%	0.1725%	
B-63	0.1725%	2-63	0.1725%	0.1725%	0.1725%	4-63	0.1725%	0.1725%	
B-64	0.1725%	2-64	0.1725%	0.1725%	0.1725%	4-64	0.1725%	0.1725%	
B-65	0.1725%	2-65	0.1725%	0.1725%	0.1725%	4-65	0.1725%	0.1725%	
B-66	0.1725%	2-66	0.1725%	0.1725%	0.1725%	4-66	0.1725%	0.1725%	
B-67	0.1725%	2-67	0.1725%	0.1725%	0.1725%	4-67	0.1725%	0.1725%	
B-68	0.1725%	2-68	0.1725%	0.1725%	0.1725%	4-68	0.1725%	0.1725%	
B-69	0.1725%	2-69	0.1725%	0.1725%	0.1725%	4-69	0.1725%	0.1725%	
B-70	0.1725%	2-70	0.1725%	0.1725%	0.1725%	4-70	0.1725%	0.1725%	
B-71	0.1725%	2-71	0.1725%	0.1725%	0.1725%	4-71	0.1725%	0.1725%	
B-72	0.1725%	2-72	0.1725%	0.1725%	0.1725%	4-72	0.1725%	0.1725%	
B-73	0.1725%	2-73	0.1725%	0.1725%	0.1725%	4-73	0.1725%	0.1725%	
B-74	0.1725%	2-74	0.1725%	0.1725%	0.1725%	4-74	0.1725%	0.1725%	
B-75	0.1725%	2-75	0.1725%	0.1725%	0.1725%	4-75	0.1725%	0.1725%	
B-76	0.1725%	2-76	0.1725%	0.1725%	0.1725%	4-76	0.1725%	0.1725%	
B-77	0.1725%	2-77	0.1725%	0.1725%	0.1725%	4-77	0.1725%	0.1725%	
B-78	0.1725%	2-78	0.1725%	0.1725%	0.1725%	4-78	0.1725%	0.1725%	
B-79	0.1725%	2-79	0.1725%	0.1725%	0.1725%	4-79	0.1725%	0.1725%	
B-80	0.1725%	2-80	0.1725%	0.1725%	0.1725%	4-80	0.1725%	0.1725%	
B-81	0.1725%	2-81	0.1725%	0.1725%	0.1725%	4-81	0.1725%	0.1725%	
B-82	0.1725%	2-82	0.1725%	0.1725%	0.1725%	4-82	0.1725%	0.1725%	
B-83	0.1725%	2-83	0.1725%	0.1725%	0.1725%	4-83	0.1725%	0.1725%	
B-84	0.1725%	2-84	0.1725%	0.1725%	0.1725%	4-84	0.1725%	0.1725%	
B-85	0.1725%	2-85	0.1725%	0.1725%	0.1725%	4-85	0.1725%	0.1725%	
B-86	0.1725%	2-86	0.1725%	0.1725%	0.1725%	4-86	0.1725%	0.1725%	
B-87	0.1725%	2-87	0.1725%	0.1725%	0.1725%	4-87	0.1725%	0.1725%	
B-88	0.1725%	2-88	0.1725%	0.1725%	0.1725%	4-88	0.1725%	0.1725%	
B-89	0.1725%	2-89	0.1725%	0.1725%	0.1725%	4-89	0.1725%	0.1725%	
B-90	0.1725%	2-90	0.1725%	0.1725%	0.1725%	4-90	0.1725%	0.1725%	
B-91	0.1725%	2-91	0.1725%	0.1725%	0.1725%	4-91	0.1725%	0.1725%	
B-92	0.1725%	2-92	0.1725%	0.1725%	0.1725%	4-92	0.1725%	0.1725%	
B-93	0.1725%	2-93	0.1725%	0.1725%	0.1725%	4-93	0.1725%	0.1725%	
B-94	0.1725%	2-94	0.1725%	0.1725%	0.1725%	4-94	0.1725%	0.1725%	
B-95	0.1725%	2-95	0.1725%	0.1725%	0.1725%	4-95	0.1725%	0.1725%	
B-96	0.1725%	2-96	0.1725%	0.1725%	0.1725%	4-96	0.1725%	0.1725%	
B-97	0.1725%	2-97	0.1725%	0.1725%	0.1725%	4-97	0.1725%	0.1725%	
B-98	0.1725%	2-98	0.1725%	0.1725%	0.1725%	4-98	0.1725%	0.1725%	
B-99	0.1725%	2-99	0.1725%	0.1725%	0.1725%	4-99	0.1725%	0.1725%	
B-100	0.1725%	2-100	0.1725%	0.1725%	0.1725%	4-100	0.1725%	0.1725%	

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**Shamrock Development - Paxton Building & Paxton Professional Center  
Paxton Management Association - Annual Expenses (ESTIMATES)**

	Entire Building	Commercial- Specific Costs	Residential- Specific Common Costs	Professional Center Common Costs
Snow Removal	\$1,250.00			\$1,250.00
Landscaping & Grounds	\$500.00			\$500.00
Building Sprinkler & Alarm	\$500.00			\$500.00
Property Insurance #1	\$25,000.00			\$5,000.00
Elevators	\$0.00			\$0.00
Freight, Residential (?), Commercial	\$5,000.00			\$900.00
Operations:	\$0.00			\$0.00
Trash Removal	\$6,000.00			\$0.00
Janitor - Common Areas	\$33,000.00			\$1,500.00
Exercise Room	\$2,000.00			\$0.00
OFFSET; Income	(\$12,000.00)		\$500.00	\$0.00
Rooftop Deck Maintenance / Furniture/etc.	\$3,500.00			\$0.00
Window Washing	\$14,000.00			\$2,000.00
Maintenance & Repairs	\$0.00			\$0.00
Utilities	\$0.00	\$0.00		\$0.00
Water / Sewer	\$5,000.00	\$10,000.00		\$1,200.00
Gas - Common Areas	\$1,200.00	\$2,400.00		\$750.00
Electric	\$5,000.00	\$15,000.00		\$2,500.00
Property Management (2)	\$32,000.00			\$2,500.00
Legal & Accounting	\$1,000.00			\$500.00
Security Guard (3)	\$40,000.00			\$10,000.00
Card Access/Video Monitoring System	\$700.00			\$300.00
Miscellaneous	\$1,000.00			\$250.00
Contingency	\$4,000.00			\$1,000.00
Property Reserves	\$3,000.00			\$1,000.00
<b>Total</b>	<b>\$161,450.00</b>	<b>\$11,200.00</b>	<b>\$27,900.00</b>	<b>\$32,650.00</b>
				<b>\$200,550.00</b>

**NOTES:**

- #1 - Insurance is pro rated based upon value
- #2 - Hired, professional management firm. Some on site management
- #3 - Security is split B0/20, Building to garage
- \* Real Estate Taxes are paid on a per unit basis

Declarant and The Paxton Condominium Association, Inc., reserve the right to further segment the budget. All amounts are subject to change as we continue to refine the future operations of the Paxton



MISC 200614079



DEC 16 2006 14:49 P 33

33 SEE 291e.g. PG 23-30097  
BHP \_\_\_\_\_ D/M \_\_\_\_\_ COMP \_\_\_\_\_  
26 APR \_\_\_\_\_ SCAN \_\_\_\_\_ PV \_\_\_\_\_

Received - DIANE L. BATTIATO  
Registrar of Deeds, Douglas County, NE

Upon Recording, Return To: Gary Goodwin, Mehill, Conisines, Worlman & Lepp, P.C., L.L.O., 11404 West Dodge Road, Suite 31



2006141079

**SUBSIDIARY DECLARATION**

THIS SUBSIDIARY DECLARATION ("*Subsidiary Declaration*") is entered into this 17<sup>th</sup> day of November, 2006, by SHAMROCK PARKING, L.L.C., a Nebraska limited liability company ("*Shamrock*", also referred to as "*Declaration*"), American National Bank, a national banking association, its successors and assigns ("*Owner*"), and The Paxton Condominium Association, Inc. (the "*Association*").

**RECITALS**

WHEREAS, Shamrock is the Declarant under the Declaration (as defined below) which establishes a Condominium Regime which comprises certain real property (the "*Parking Facility*") including the building and improvements thereupon generally located within the block bordered by 14<sup>th</sup> Street, 15<sup>th</sup> Street, Farnam Street and Harney Street in Omaha, Nebraska, and legally described as follows:

Lot 1, in Block 138, in the Original City of Omaha, Replat 1;

WHEREAS, Shamrock is the Declarant under the Declaration (as defined below) which establishes a Condominium Regime which comprises certain real property (the "*Paxton Building*") including the building and improvements located thereupon adjacent to the Parking Facility generally located within the block bordered by 14<sup>th</sup> Street, 15<sup>th</sup> Street, Farnam Street and Harney Street in Omaha, Nebraska, and legally described as follows:

Lots 1 and 2, and the East One-Third of Lot 3, in Block 138, in the Original City of Omaha;

WHEREAS, SHAMROCK and Owner entered into that certain Purchase Agreement dated March 10, 2006, including the Addendum thereto dated March 10, 2006 (collectively the Purchase Agreement and Addendum are referred to as the "*Purchase Agreement*"), whereby Shamrock, as seller, agreed to sell and Owner, as buyer, agreed to purchase a condominium unit (the "*Bank Property*") within the Parking Facility, legally described as follows:

Unit G-100, and the related Allocated Interests, and Parking Units 4-06, 4-08, 4-10 and 4-12 in the Paxton Condominium property regime, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County,

Nebraska, pursuant to Declaration and Master Deed of the Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska;

**WHEREAS**, Shamrock has entered into and declared that certain Declaration and Master Deed of the Paxton Condominium Property Regime dated October 16, 2006 (the "*Declaration*") and recorded as Instrument No. 2006120877 recorded October 20, 2006 in the official records of Douglas County, Nebraska, with respect to the Parking Facility and the Paxton Building (collectively, the Parking Facility and Paxton Building may be referred to as the "*Condominium Regime*"), which subjects the Condominium Regime to a condominium form of ownership, having a governing owners association known as The Paxton Condominium Association, Inc., a Nebraska non-profit corporation (the "*Association*"), as provided for in the Nebraska Condominium Act (the "*Act*") and as outlined in the Bylaws (the "*Bylaws*") for the Association; and

**WHEREAS**, Owner currently intends to open a full service banking facility (the "*Bank*") on the Bank Property; and

**WHEREAS**, in order to induce Owner to execute the Purchase Agreement, Shamrock agreed to make certain modifications to the Declaration, and pursuant to Section 14.3 of the Declaration, Shamrock is willing to modify the Declaration as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Shamrock and Owner hereby agree as follows:

#### AGREEMENT

1. **RECITALS.** The Recitals as set forth above are hereby incorporated into this Subsidiary Declaration as if fully set forth herein.
2. **MODIFICATION.** Shamrock, as declarant, does hereby covenant and agree the Declaration (pursuant to Section 14.3 of the Declaration) is hereby modified in the manner hereinafter set forth, and does hereby declare that the Condominium Regime and all present and future owners and occupants of the parcels therein shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions set forth in the Declaration, as modified by this Subsidiary Declaration, which shall run with the equitable and legal title of such land and shall be for the benefit or burden, as the case may be, of the owners or permittees of the Condominium Regime and Bank Property or any portion thereof, their respective heirs, legal representatives, successors and assigns, and any mortgagees, and that said parcels shall be maintained, kept, sold and used in full compliance with and subject to the Declaration, as modified by this Subsidiary Declaration.
3. **DEFINITIONS.** Unless otherwise defined in this Subsidiary Declaration, all capitalized terms used in this Subsidiary Declaration will have the same meanings ascribed to



such terms in the Declaration.

#### 4. DEVELOPMENT GUIDELINES AND ARCHITECTURAL CONTROL.

4.1 The Declaration is hereby modified with respect to the Bank Property to provide that Owner may alter, repair, maintain, remove, replace, redesign, design and/or construct improvements (the "*Bank Improvements*") related to existing Improvements or new Improvements within the Bank Property without the approval of the Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable. All Bank Improvements shall be (i) made using materials of quality similar or better than those used in the original construction of the Improvements; (ii) constructed in good workmanlike manner; and (iii) constructed in full compliance with all applicable rules, orders, ordinances, regulations, requirements, statutes and laws. Upon the reasonable request of the Declarant, during the Period of Declarant Control, the Board and/or Association thereafter, as applicable, the Bank shall provide copies of all necessary public permits required for the alteration, repair, maintenance, removal, replacement, redesign and/or construction of the Bank Improvements. However, the provisions of this Section 4.1 are subject to Section 7.1(a) of the Declaration with respect to changes or modifications of any exterior wall of the Condominium Regime.

4.2 Without prior written approval of the Declarant during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, Owner may not alter (i) the structural aspects of the initial construction of the Parking Facility, (ii) the lighting within the Common Elements in a manner that will diminish the illumination or safety provided to such Common Elements by its lighting, provided, however, that Owner may reconfigure lighting in Common Elements adjacent to the Bank Property that affect its banking operations in any manner that is reasonably necessary or convenient to its banking operations, or (iii) the accesses to and from the Bank Property to the Common Elements adjacent to the Bank Property in a manner that will materially diminish the safety provided by such access design, provided, however, upon prior approval of the Declarant, the Board or Association as the case may be (which approval shall not be unreasonably withheld, conditioned or delayed), that Owner may reconfigure access to and from Common Elements adjacent to the Bank Property as may be necessary or convenient to its banking operations.

4.3 Declarant hereby approves the current plans for the initial Bank Improvements to be constructed on the Bank Property prepared by RDG Schutte Wilscam Birge, dated July 27, 2006, as subsequently modified in immaterial fashion (including the site plan, landscaping plan, exterior elevations, engineering and other plans a part thereof).

4.4 In the event Owner elects, in its sole discretion, to cease drive through operations on the Bank Property, Owner may alter, repair, maintain, remove, replace, redesign, design, and/or construct improvements ("*Replacement Improvements*") upon that portion of the Bank Property that is currently planned for use as a drive through banking facility. Owner may construct Replacement Improvements with the approval of

the Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed. All Replacement Improvements shall be (i) made using materials of quality, color and design reasonably similar to or better than those used in the original construction of the Parking Facility; (ii) constructed in good workmanlike manner, and (iii) constructed in full compliance with all applicable rules, orders, ordinances, regulations, requirements, statutes and laws. Upon the reasonable request of the Declarant, during the Period of Declarant Control, the Board and/or Association thereafter, as applicable, the Bank shall provide copies of all necessary public permits required for the alteration, repair, maintenance, removal, replacement, redesign and/or construction of the Replacement Improvements.

#### 5. BANK ENTRY, SIGNAGE, LIGHTING AND ANTENNAS.

5.1 Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, or their agents may not enter the Bank Property in connection with the maintenance, repair, restoration or landscaping obligations set forth in the Declaration, as modified by this Subsidiary Declaration, without the prior express consent of Owner, which shall not be unreasonably withheld (except in the case of an emergency or where it is reasonably determined that it is necessary to enter the Bank Property to avoid or minimize personal injury or property damage to the Condominium (in which case, the Declarant, Board or Association, as applicable, shall indemnify, defend and hold Owner harmless from and against any loss, liability, damage or expense relating to or arising out of such entry.)

5.2 Notwithstanding anything to the contrary set forth in the Declaration or in this Subsidiary Declaration, Owner shall not be responsible for any costs incurred in connection with or related to (i) the original construction of the Improvements to the Condominium Regime or any expansion thereof (excluding any improvements installed within the Bank Property by Owner); (ii) the cost of correcting defects in or inadequacy of the initial design or construction of the Condominium Regime or any expansion thereof, or the repair or replacement of any of the original materials or equipment required as a result of such defect or inadequacy; (iii) payments of principal or interest related to any financing obtained in connection with the construction of any part of the original Condominium Regime or any expansion thereof except for financing undertaken by the Association solely for renovation of the Parking Facility; (iv) reserves for anticipated future expenses associated with portions of the Condominium Regime other than the Parking Facility; (v) costs and expenses associated with the replacement of any parking areas that are not the collective responsibility of all owners of parking spaces within the Parking Facility; (vi) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with the development, leasing and re-leasing of any portion of the Condominium Regime; (viii) any item for which Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, is reimbursed by insurance or otherwise compensated, (x) any interest or penalties incurred as a result of Declarant's, during the Period of Declarant Control, the Board's and/or the Association's thereafter, as applicable, failure to pay a bill as the same

5

shall become due, (xi) the cost of renting or leasing any item if the purchase price thereof would not properly be included as a Common Element Expense liability, (xii) the cost of removing or remediating any hazardous substance (except to the extent such items constitute a Common Element Expense Liability); (xiii) any and all costs associated with the operation of Declarant, (xiv) any expenses due to the fault or negligence of Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, and/or any other occupant of the Condominium Regime or any expansion thereof, their respective agents, contractors, employees and representatives (except to the extent such items constitute a Common Element Expense Liability); and (xv) any items which are solely the obligation of Declarant and (xvi) any expense, expenditure, fee, reserve, contingency or other amount payable (of any type or for any reason) with respect to any portion of the Condominium Regime other than the Parking Facility.

5.3 If Declarant erects or allows to be erected any freestanding multi-panel identification signs within the Parking Facility identifying any other occupants of the Condominium Regime, Owner shall have the right to mount a sign panel thereon (or other signage consistent with the style of the freestanding sign) of the same size as the largest sign panel, or smaller if Owner so chooses, permitted for any other occupant. In such event, Owner shall be responsible for the pro rata costs of the fabrication, installation and maintenance of said freestanding multi-panel identification sign panel faces. Owner shall be allowed to erect such exterior signs as are reasonably necessary and convenient to direct existing and potential bank customers to its location within the Parking Facility, all such signs erected within the Parking Facility that are not on the Bank Property shall conform with the architectural requirements set forth in the Declaration, as modified by this Subsidiary Declaration.

5.4 Owner may erect such lighting and operate such lighting within the Bank Property as is reasonably necessary or convenient to its banking and business operations conducted on the Bank Property. The Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, shall not prevent or otherwise interfere with any lighting erected within the Bank Property by Owner; provided however, Owner shall not materially impact lighting within the Common Elements without prior approval of the Declarant, Board or Association, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed.

5.5 Owner shall be allowed to erect such antennae or other similar devices as may be reasonably necessary or convenient to its banking and business operations conducted on the Bank Property. The Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, shall not prevent or otherwise interfere with any antenna erected on the Bank Property by Owner. Notwithstanding anything to the contrary contained in the Declaration or in this Subsidiary Declaration, Owner shall obtain the Declarant's, during the Period of Declarant Control, the Board's and/or the Association's thereafter, as applicable, approval or consent to any antennae that Owner desires to erect on the Bank Property (including without limitation, location, style and visibility).

5.6 Owner shall be the sole and exclusive party allowed to erect, construct, maintain or place any signage (of any type whatsoever) on the exterior walls of the Parking Facility for a period of Thirty (30) years from and after the date of recording of the Subsidiary Declaration; accordingly, no party shall be entitled to erect, construct, maintain or place any signage (of any type or for any reason) on exterior walls or other portions of the Parking Facility except within the sign areas identified on Exhibit "A" as follows: (i) the occupant of Unit G-140 may place signage within the area designated for such Unit; (ii) the occupants of Units 440 and 450 may place signage within the areas designated for such Units, and (iii) the Owner may place signage within the area designated for Owner (provided that the signage referenced in subsections (i), (ii) and (iii) shall comply with the sign criteria provided in the Declaration). The Owner shall not construct or maintain any signage which is unrelated to Owner's business activity. In all events, the original signage constructed by the Owner on the Parking Facility shall be deemed acceptable without further approval unless it is located outside of the designated Owner-areas set forth on Exhibit "A" (except that lighting fixtures may be installed outside of such designated areas without prior approval of the Declarant or the Association). Any replacements for or changes to Owner's original signage shall remain subject to the sign criteria set forth in the Declaration; however, so long as Owner is operating the Bank Property as a financial institution, Owner, and/or any successor or transferee financial institution may change such signage within the designated sign areas identified on Exhibit "A" from time to time without prior approval of the Declarant or Association. Owner may further erect, construct, maintain and place pedestrian signage, directional signage and ATM signage on or about the Parking Facility subject to prior approval of the Declarant or the Association; and, signage which is substantially similar to the signage depicted on Schedule "B" hereto shall, in all events, be deemed approved. Any approvals to be furnished by the Declarant or the Association under this Section 5.6 may not be unreasonably withheld, conditioned or delayed.

6. COMMON ELEMENTS ALTERATIONS. Without the prior written consent of Owner, which shall not be unreasonably withheld, Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, may not alter, modify, reconfigure, relocate, block, interfere with, remove and/or create any Common Elements or Easements within the Parking Facility in any manner which may materially interfere with or impair (i) the ability of Owner to conduct banking operations or activities related to its banking operations, including drive through banking, on the Bank Property; (ii) ingress or egress to the Bank Property across any Common Elements or Limited Common Elements, as the case may be, from adjacent streets, roadways, alleyways, pedestrian walkways or generally accessible Common Elements; (iii) ingress or egress from the Bank Property across the Common Elements or Limited Common Elements to adjacent streets, roadways or alleyways, pedestrian walkways or generally accessible Common Elements except for temporary periods for repairs and/or reconstruction; or (iv) the sight lines of the Bank Property (other than reasonable interference from landscaping). The limitations and restrictions in this Section shall not apply with respect to any taking or condemnation by any governing jurisdiction.

7. DURATION OF SUBSIDIARY DECLARATION. This Subsidiary Declaration is for the sole benefit of Owner, its subsidiaries, affiliates, successors and/or assigns. The easements,

covenants, conditions and restrictions contained in this Subsidiary Declaration shall be effective commencing on the date first written above. This Subsidiary Declaration shall be recorded in the official records of Douglas County, Nebraska, and shall remain in full force and effect thereafter during the continuance of the term of the Declaration.

8. **CONFLICT.** During the term of this Subsidiary Declaration, in the event of a conflict between the terms and conditions of this Subsidiary Declaration and any terms and conditions of the Declaration, the terms and conditions of this Subsidiary Declaration shall control.

9. **GOVERNING LAW.** This Subsidiary Declaration shall be governed by and construed in accordance with Nebraska law, without regard to its conflicts of laws statutes.

10. **AMENDMENT; VOTING CONSENT.** The provisions of the this Subsidiary Declaration may be modified, amended or terminated, in whole or in part, only by written consent executed by the Declarant, during the Period of Declarant Control, the Board and/or Association thereafter, as applicable, and executed by Owner. Any modification, amendment or termination, in whole or in part, of this Subsidiary Declaration shall be recorded in the official records of Douglas County, Nebraska. The Declaration shall not be modified, amended or terminated, in whole or in part, in any respect which could materially adversely affect the use or operation of the Bank Property as a banking facility, the approved signage, visibility, safety or operations of or at the Bank Property. No adoption, repeal or amendment of any rules and regulations (which could materially adversely affect Owner's use, signage, visibility or operations at the Bank Property), as modified by this Subsidiary Declaration, shall be effective as to the Bank Property absent the express written consent of Owner, its subsidiaries, affiliates, successors and/or assigns. To the extent that Declarant has the right and opportunity to cast a vote, or grant an approval or consent, regarding any matter affecting the Bank Property under the terms and conditions of the Declaration, as modified by this Subsidiary Declaration, no such vote, approval or consent by Declarant shall be effective without the written consent of Owner, which shall not be unreasonably withheld, conditioned or delayed. Neither the Declarant, during the Period of Declarant Control, the Board and/or the Association thereafter, as applicable, shall approve, consent, waive or permit to continue a change or violation of the Declaration which could materially adversely affect the Bank Property or banking operations by Owner.

11. **USE OF THE BANK PROPERTY.** Owner may use the Bank Property for any purpose in conformance with applicable law and shall use the Bank Property in conformance with the use restrictions set forth in the Declaration, as modified by this Subsidiary Declaration; provided, however, that any use restrictions set forth in the Declaration, or amendments thereto, which may conflict with Owner's ability to conduct banking operations shall not apply to the Bank Property or Owner's use of Common Elements adjacent to the Bank Property.

12. **REMEDIES; ENFORCEMENT.** Notwithstanding anything in the Declaration, as modified by this Subsidiary Declaration, to the contrary, Owner shall be entitled to exercise all remedies for default or non-performance and shall enjoy all of the rights and benefits made available to Owners under the Declaration, as modified by this Subsidiary Declaration.

13. EXCLUSIVITY; RIGHT TO ATM. Notwithstanding anything to the contrary, during all periods of time during which Owner generally conducts banking activities on the Property and is not in default under the Declaration, Owner shall have the exclusive right to operate a bank, credit union, mortgage loan or similar financial business in the Condominium Regime. However, in the event Owner elects not to place an ATM machine in the Paxton Building, a single ATM machine may be placed in such building by a third party.

14. ROOF TOP DECK. Subject to the reasonable rules and regulations established by the Association from time to time, the Owner shall have the right to use the Roof-Top Deck (located in the Paxton Building) on an occasional basis from time to time. Owner may use such Deck without separate charge or expense. The license set forth in this Paragraph 14 may not be assigned or transferred without the express written approval of the Association, which such consent may be withheld in the Association's sole discretion.

15. MISCELLANEOUS. No approval or consent to be granted by Owner, Declarant, the Board or the Association under the Declaration or this Subsidiary Declaration shall be unreasonably withheld, conditioned or delayed. The paragraph headings or captions appearing in this Subsidiary Declaration are for convenience only, and shall not affect the interpretation of this Subsidiary Declaration. This written Subsidiary Declaration constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the amendments to the Declarations affecting the Bank Property. Except as specifically set forth herein, the remaining and existing provisions of the Declaration shall remain in full force and effect in accordance with its terms. No waiver, alteration or amendment of any of the terms and conditions of this Subsidiary Declaration will be effective unless such waiver, alteration or amendment is in writing and executed by the parties hereto or their respective successors and/or assigns. The terms and provisions hereof shall be binding upon the successors and assigns of the parties hereto; and all references herein to Owner shall be deemed to include any successor, assignee, purchaser, transferee or trustee of Owner.

16. INDEXING OF THIS SUBSIDIARY DECLARATION. This Subsidiary Declaration shall be recorded and indexed against all Residential, Commercial/Office and Parking Units, and Common Elements, in the Paxton Condominium Property Regime, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, pursuant to Declaration and Master Deed of the Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska. (See Exhibit C Attached)

17. THE ASSOCIATION. The Association shall exercise all reasonable efforts to cause compliance with the terms and provisions of this Subsidiary Declaration.

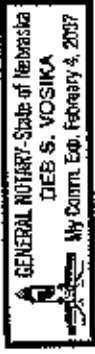
*[Signatures follow on next page]*



STATE OF Nebraska )  
 )  
COUNTY OF Douglas )

ss.

The foregoing Subsidiary Declaration was acknowledged before me on this 15<sup>th</sup> day of November, 2006, by James W. Burns, the Sr. Vice President of American National Bank, a national banking association, on behalf of the bank.

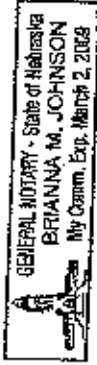


Dies S. Vosika  
Notary Public

STATE OF Nebraska )  
 )  
COUNTY OF Douglas )

ss.

The foregoing Subsidiary Declaration was acknowledged before me on this 17<sup>th</sup> day of November, 2006, by Michael T. Maylan, the President of The Paxton Condominium Association, Inc., a Nebraska non-profit corporation on behalf of the non-profit corporation.



Brianna Johnson  
Notary Public



AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Jeffrey D. Bell, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 410, and Parking Unit 3-20, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.


Further Affiant sayeth not.

Dated: December 13<sup>th</sup>, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.

  
NOTARY PUBLIC



**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 12<sup>th</sup> day of December, 2006.

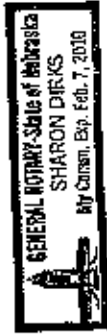
PURCHASER:

[Handwritten Signature]

STATE OF NEBRASKA     )  
                                  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Jeff Bell, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of December, 2006.



[Handwritten Signature]  
Notary Public



**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 4th day of December 2006.

PURCHASER:

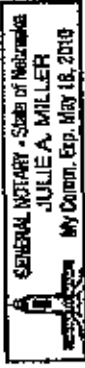
Louise A. Rinin  
\_\_\_\_\_

STATE OF NEBRASKA        )  
                                  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Louise A. Rinin, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 4 day of December 2006.

Julie A. Miller  
Notary Public



AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Jeffrey Stormberg, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 404, and Parking Unit B-19, B-21, 3-34 and 3-36, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.



Further Affiant sayeth not.

Dated: December 13, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.

  
  
NOTARY PUBLIC

**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 3 day of November 2006.

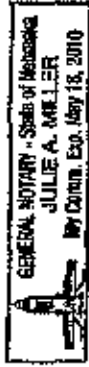
PURCHASER

[Signature]

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Jeffrey Stenberg, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 3 day of November, 2006.



[Signature]  
Notary Public

AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Bradley J. Simpson, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 402, and Parking Unit 3-21, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

Further Affiant sayeth not.

Dated: December 13, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.



  
NOTARY PUBLIC

**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recodation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 10 day of Nov, 2006.

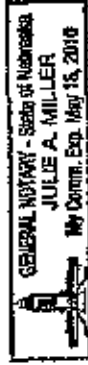
PURCHASER:

Bradley J. Simpson

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Bradley J. Simpson, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 10 day of November, 2006.



Julie A. Miller  
Notary Public



AFFIDAVIT

Shamrock Parking, L.L.C. is the seller of the property known as The Paxton Condominium Property Regime. The undersigned is a member of Shamrock Parking, L.L.C. and as such is familiar with all the sales of the units in the Condominium regime. Affiant states that in the Consent to and Ratification of Declaration, executed by Gertrude Schneider, attached hereto, the reference to "Property (as defined in Exhibit "A" above)" means the following property:

Unit 312, and Parking Unit 3-17, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime, organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to condominium Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877 of the Records of Douglas County, Nebraska.

Further Affiant sayeth not.

Dated: December 13, 2006

  
MICHAEL T. MOYLAN

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me this 13<sup>th</sup> day of December, 2006, by Michael T. Moylan.

  
NOTARY PUBLIC



**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recordation of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 4<sup>th</sup> day of December, 2006.

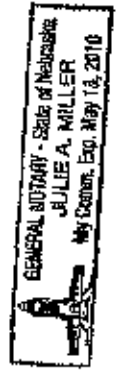
PURCHASER:

Artrude E. Schneider

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Gertrude E. Schneider, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 4 day of December, 2006.



Julie A. Miller  
Notary Public



**CONSENT TO AND RATIFICATION  
OF DECLARATION**

The undersigned hereby consents to the above and foregoing Declaration; agrees that the Property (as defined in Exhibit A, above) shall be owned, held, transferred, sold, leased, conveyed, developed, used, occupied, operated, improved, mortgaged or otherwise encumbered subject to the provisions of this Declaration; agrees that this Declaration and all of its provisions shall be and are covenants running with the Property, and shall be binding on the undersigned, its successors and assigns; and the undersigned hereby ratifies and approves of the recording of this Declaration in the Office of the Douglas County Register of Deeds against the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 12<sup>th</sup> day of December, 2006.

PURCHASER:



STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Keclye Asate, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of December, 2006.



  
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

**OWNER SIGNAGE AREAS**

EAST ELEVATION

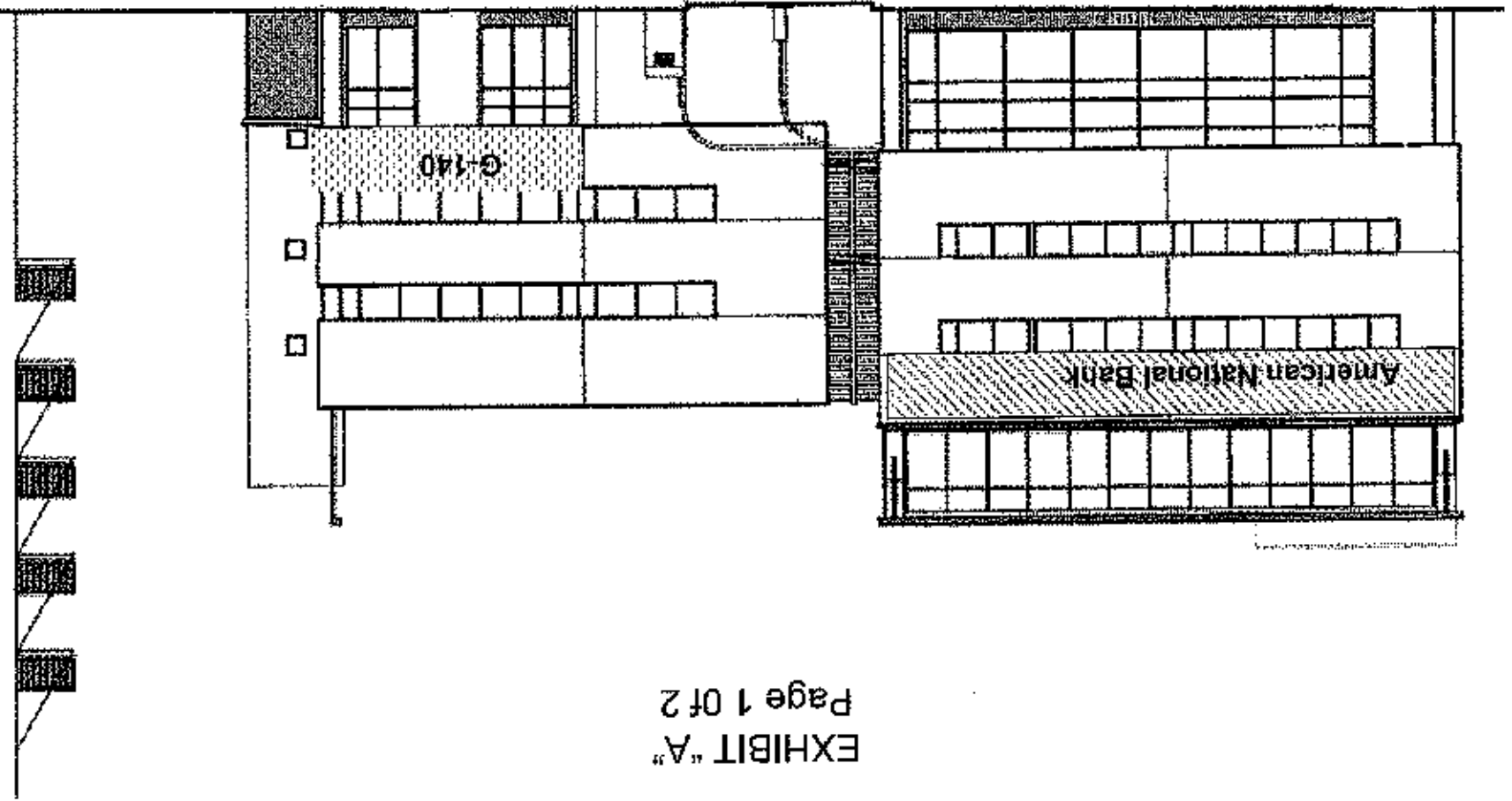


EXHIBIT "A"  
Page 1 of 2

SOUTH ELEVATION

#440 & 450 ↓

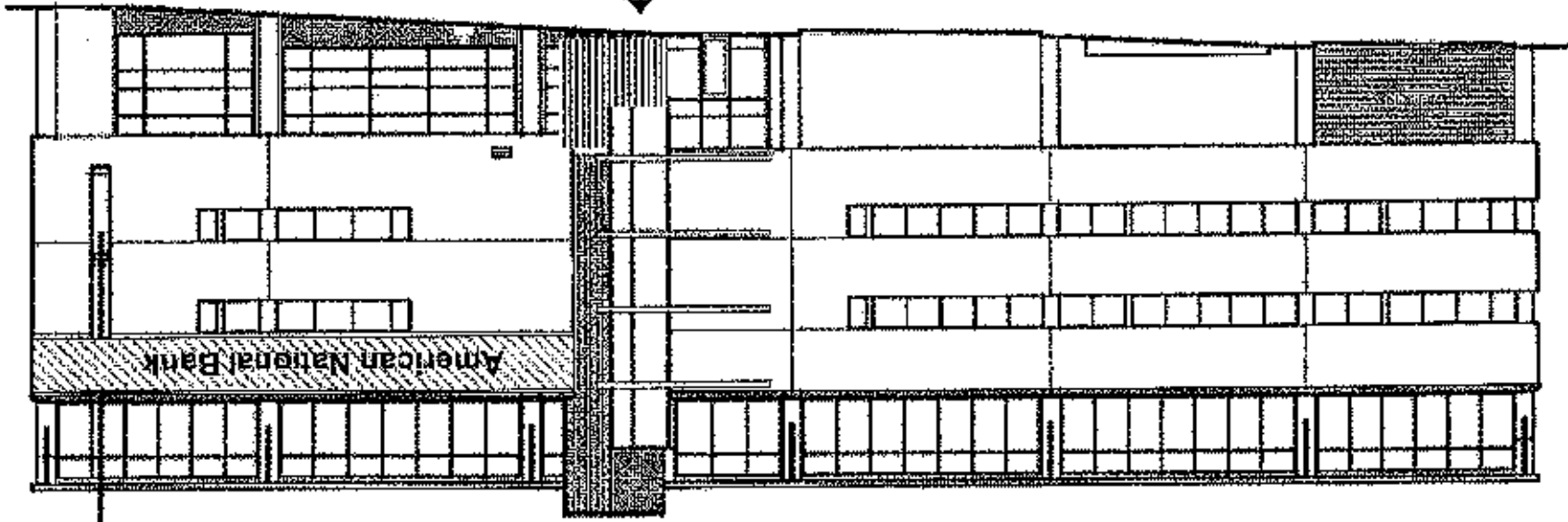


EXHIBIT "A"  
Page 2 of 2

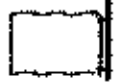
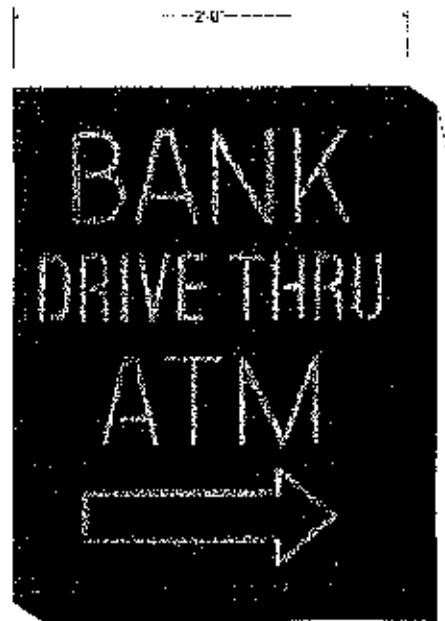


EXHIBIT "B"

PEDESTRIAN SIGNAGE  
DIRECTIONAL SIGNAGE  
ATM SIGNAGE



POOR COPY



Scale 1" = 1'

S/F NEON CABINET

Furnish and install (1) one new S/F Neon Cabinet

Cabinet to be fabricated with single aluminum covered with aluminum painted MP 20440 MIL (A) LIG SLATE  
 Cabinet to have 3/4" aluminum containers.  
 Cabinet face to be 3/16" CLEAR Acrylic.  
 Cabinet to have 15 watt HORIZON BLUE Skeleton Neon operating on transformers

All electrical components to be UL listed.



NORTH DRIVE THRU ELEVATION | Scale 1/8" = 1'

See Drawing #210911 for specs

**SIGNS SIGNS neon products co. inc.**  
 412 F Street - Omaha, NE 68131  
 (402) 343-3377  
 (402) 343-3250  
 fax (402) 343-4281

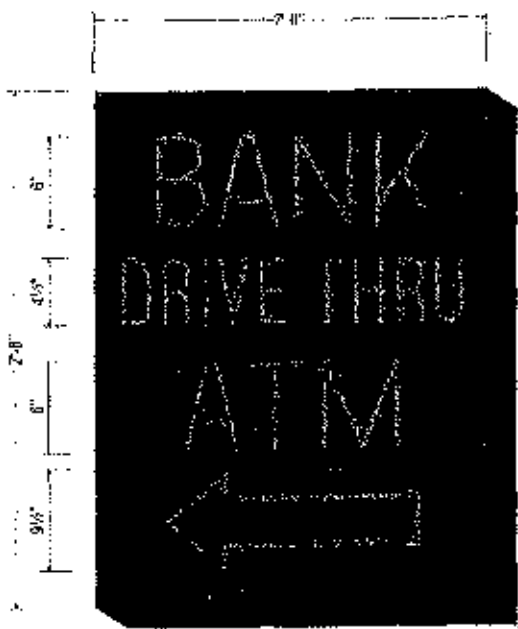
American National Bank | Downtown Omaha

21090a	10.10.06 rev
--------	--------------

Isaly Ryan  
 Heidi Clausen

10/10/06  
 10/10/06

POOR COPY



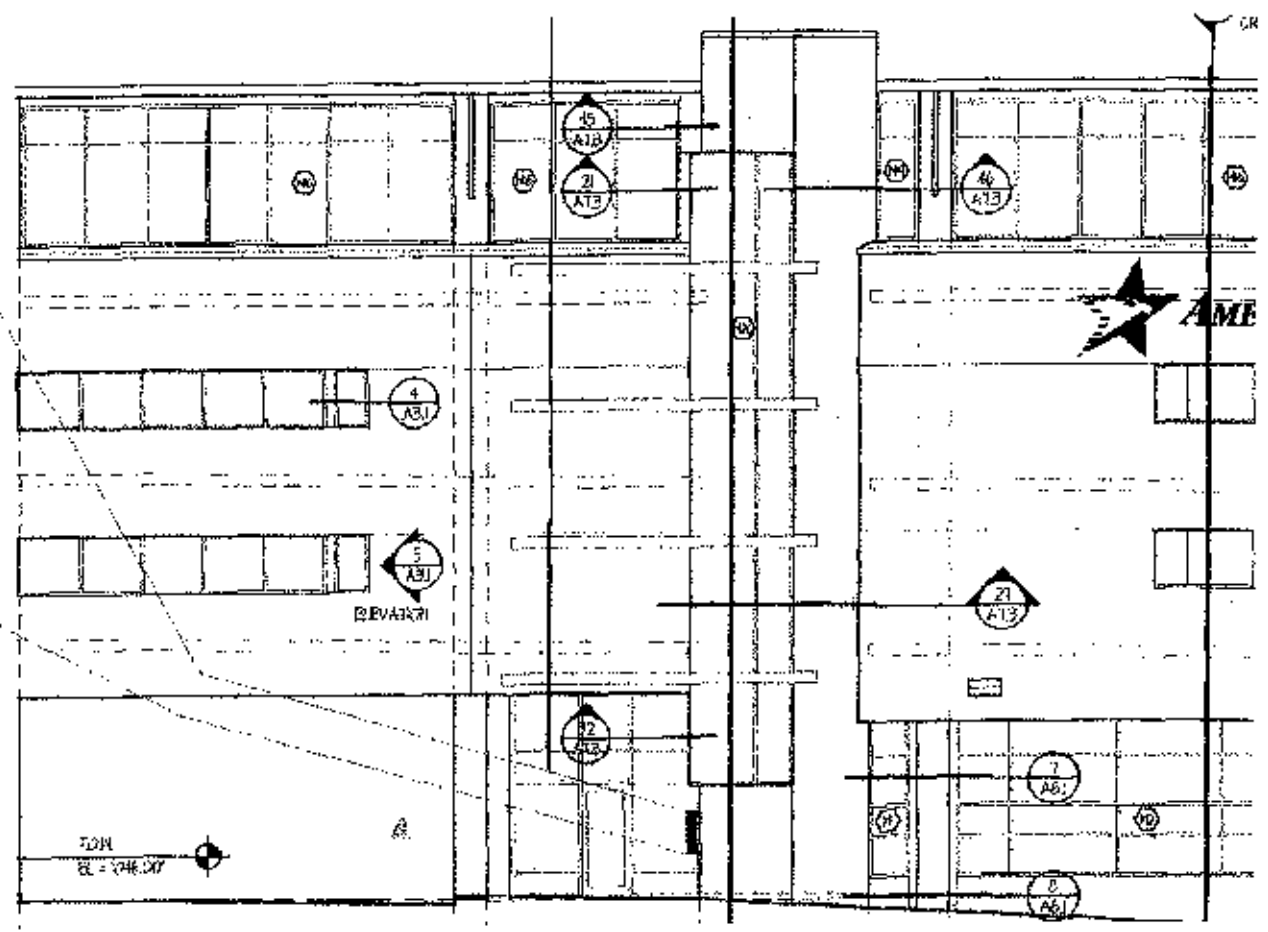
Scale 1"=4'

**S/F NEON CABINET**

Furnish and install (1) drive thru S/F Neon Cabinet

Cabinet to be fabricated with angle aluminum covered with aluminum painted MP 28448 METALLIC SLATE.  
 Cabinet to have 3/4" aluminum retainers  
 Cabinet face to be 3/16" CLEAR Acrylic.  
 Cabinet to have 15mm ISOBIZON BLUE Skeleton Neon operating on transformers

All electrical components to be UL listed.



SOUTH ELEVATION | Not to Scale

**SIGNS**  
**SIGNS**  
 neon products co., inc.

415 W. 21st - Omaha, NE 68112  
 (402) 342-5477  
 (402) 342-2050  
 Fax: (402) 342-2051

American National Bank   Downtown Omaha			
21091a	10.06.06	Gaby Ryan	
		Herb Clausen	

POOR COPY



Scale 1"=1'

**S/F NEON CABINET**

**Furnish and Install (1) one new S/F Neon Cabinet**

Cabinet to be fabricated with angle aluminum covered with aluminum painted MP 28449 METAL LRC SLATE.  
 Cabinet to have 3/4" aluminum retainers.  
 Cabinet face to be 3/16" CLEAR Acrylic.  
 Cabinet to have 15mm HORIZON BLUE Skeleton Neon operating on transformers.

All electrical components to be UL listed.

See div. # 21093a for specs

NORTH DRIVE THRU ELEVATION | Scale 1/8"=1'

**SIGNS** ..... Old F. Signs - Omaha RE 68117  
 1102 4th 3177  
 402 318 1330 F  
 neonsigns@comcast.net

**SIGNS**  
 neon products co, inc.

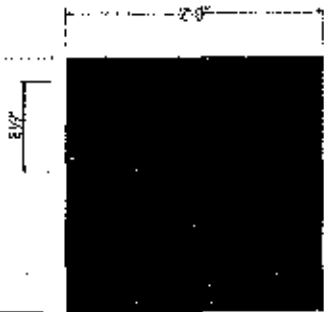
American National Bank | Downtown Omaha

21091b  
 10.10.06

Gailly Ryan

Hedi Caussen

POOR COPY



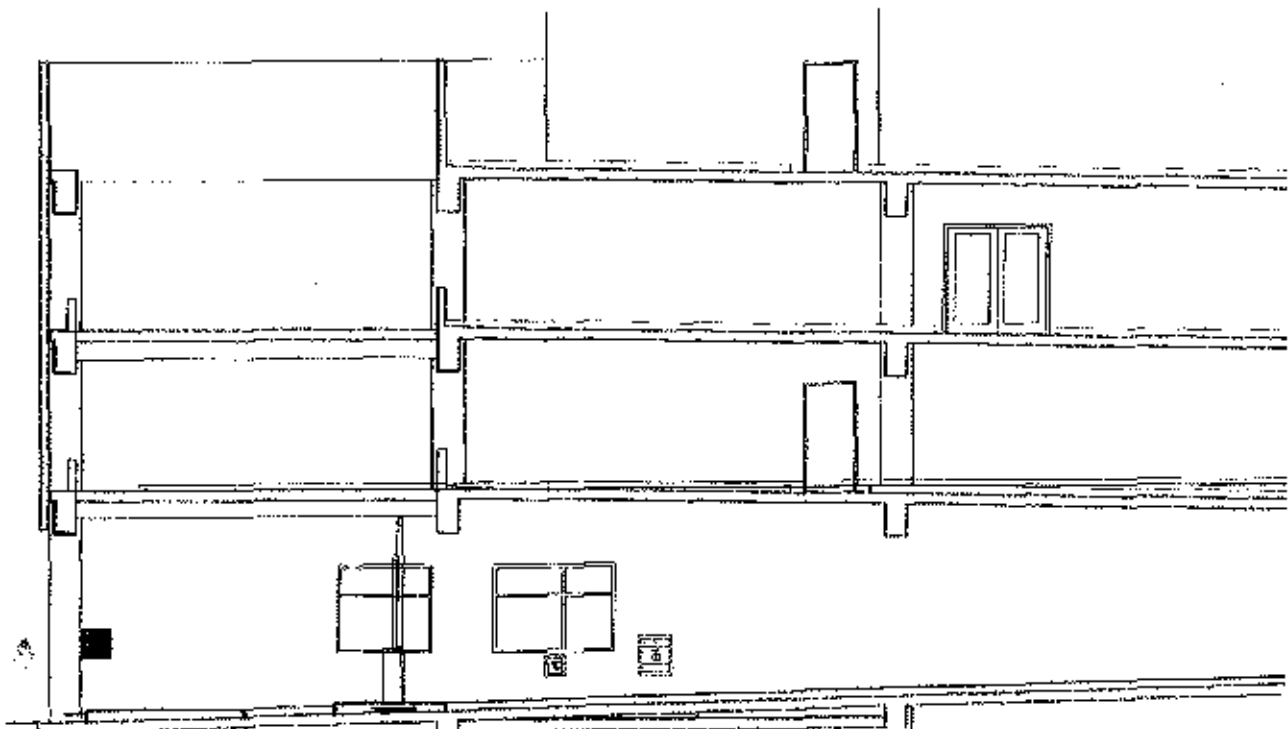
Scale 1"=1'

**S/F NEON CABINET**

Furnish and install (1) one new S/F Neon Cabinet

Cabinet to be fabricated with angle aluminum covered with aluminum painted MP 28488 METALIC SLATE.  
 Cabinet to have 1" aluminum railings.  
 Cabinet face to be 3/16" CLEAR Acrylic.  
 Cabinet to have 1500m CLEAR RED Skeleton Neon operating on transformers.

All electrical components to be UL listed.



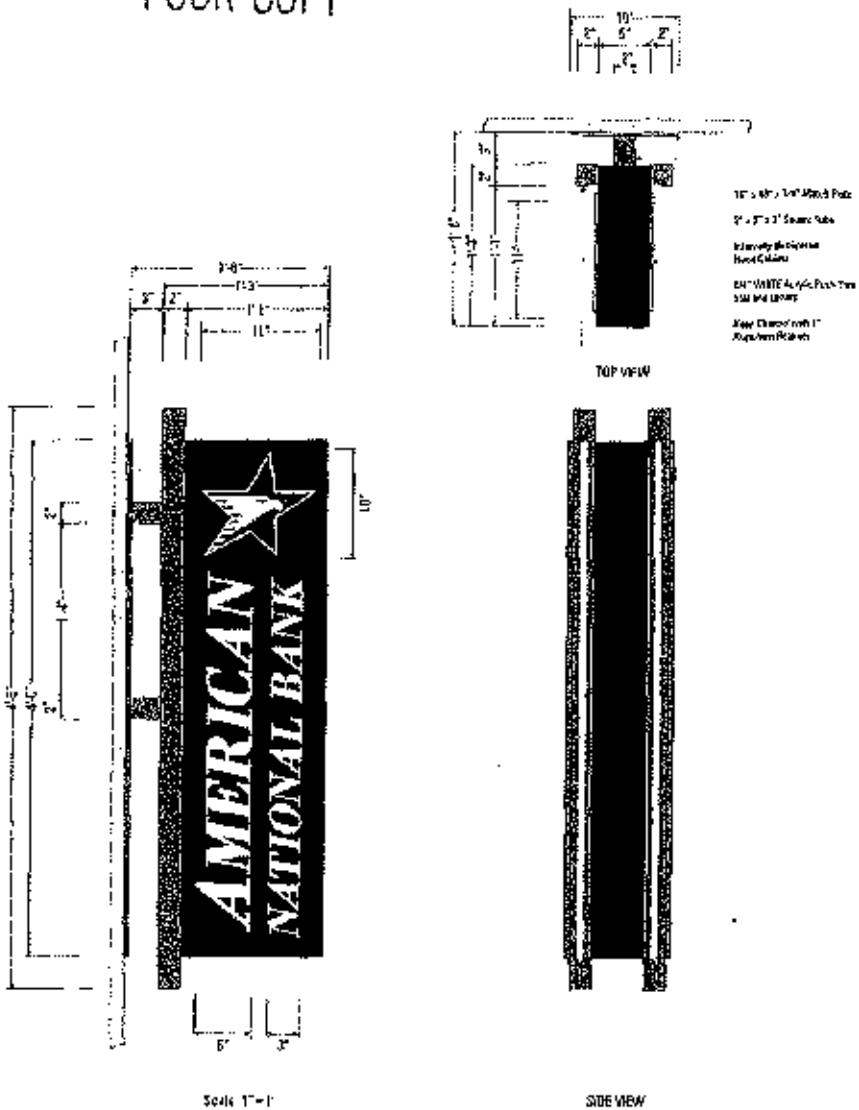
NORTH DRIVE REAR ELEVATION | Scale 1/8"=1'

**SIGNS**  
**SIGNS**  
 neon products co, inc.

1713 E. Main, Suite NE 00112  
 Omaha, NE 68114  
 (402) 336-8837  
 (402) 336-4558  
 www.signproducts.com

American National Bank   Downtown Omaha		10.10.08	Gaby Ryan	10/10/08	Order See purchase order
21097			Hidi Clawson		

POOR COPY



4 of PHOTOGRAPH SIGNS)

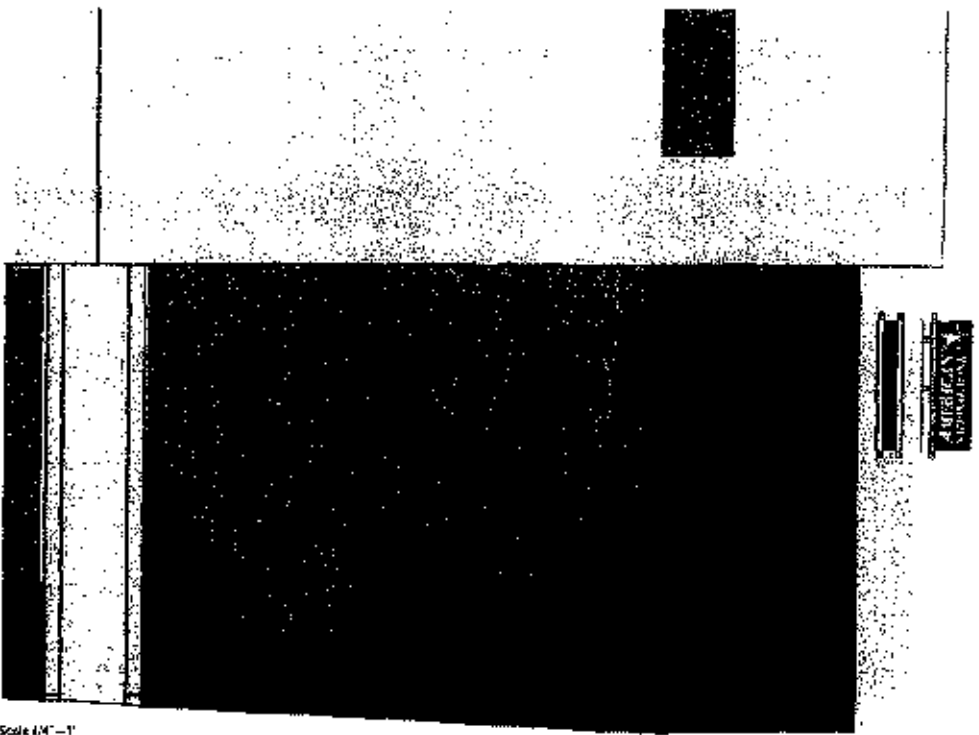
Frame and Detail (2) Two new D/E Interquery (Illuminated Postcard Sign)

Signs to be built from angle aluminum covered with aluminum painted to match PLUS 2000 DARK BLUE.  
 Cabinet doors to be raised aluminum with 1/4" WHITE Acrylic push thru letters and star.  
 Star to have TRANSLUCENT GOLD MUGGER (200 141) IM Prismatic vinyl with using applied to back surface.  
 Cabinet to be finished with 1/8" 6000 WHITE G60 Neon mounted to aluminum rails on interior cabinet frame.

Cabinet to have (2) Neon Channels built from aluminum channel painted MET. SILVER 150 with 1/8" 6000 WHITE Neon mounted to cabinet edge as shown. (2) 4006(S) to have 1" aluminum release.  
 Channels to have 3/16" CLEAR Acrylic faces with etched surface diffuser (100).

Cabinet to be mounted to 2" x 2" Square Tube painted MET. SILVER F80 with 10' x 10' x 1/4" March Plym (1/4" minimum) to wall using proper hardware and fasteners.

All electrical components to be UL listed.

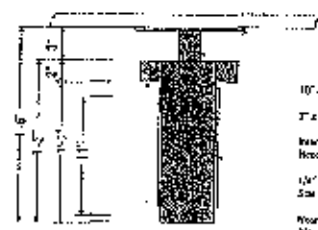
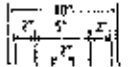


SIGNS  
 SIGNS  
 neon products co, inc.

1700 F Street, Suite 1000, Raleigh, NC 27601  
 919.836.5612 p  
 919.836.0279 f  
 919.836.0279 fax

American National Bank   Downtown				
	10.10.06		Gaby Ryan	
21098			Heidi Claussen	

POOR COPY

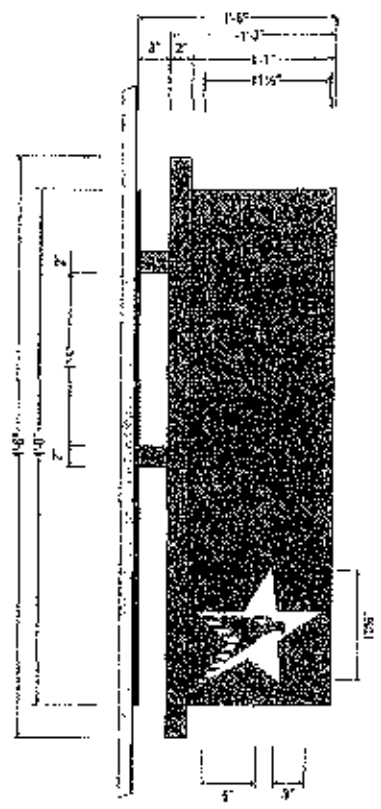


- 10" x 10" x 1/2" Match Plate
- 2" x 2" x 2" Square Tube
- 1/2" x 1/2" x 1/2" Square Tube
- 1/2" x 1/2" x 1/2" Square Tube
- 1/2" x 1/2" x 1/2" Square Tube
- 1/2" x 1/2" x 1/2" Square Tube

TOP VIEW



SIDE VIEW



Scale 1/4" = 1"

**EXTERIOR SIGN**

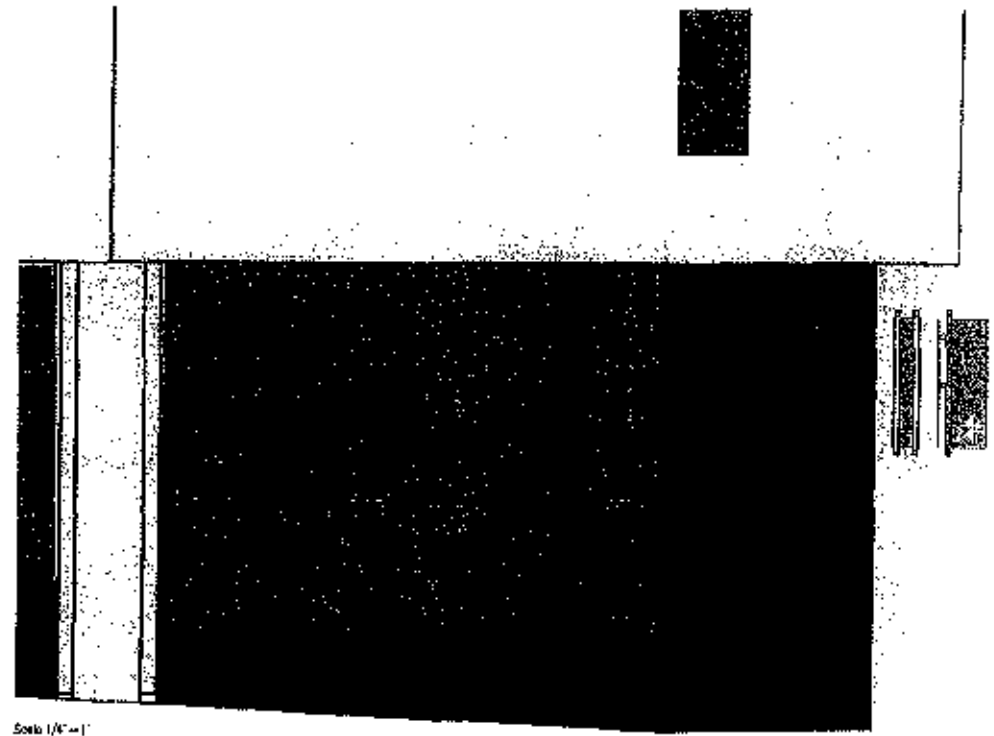
Finish and Model (2) two new 10' x 10' illuminated Professional Sign

Signs to be built (10' x 10' x 1/2") covered with aluminum painted METALIC SILVER ELASTIC CONCRETE. Cabinet faces to be routed aluminum with 1/4" WHITE Acrylic push thru sign. Cabinet to be finished with 15mm 6500 WHITE Gold Neon mounted in aluminum rods on inner cabinet frame.

Cabinet to have (2) Neon Channels (4) low aluminum cross-pieces (MET SILVER TUB) with 35mm 6500 WHITE Neon mounted to cabinet edge as shown. Channels on 3/4" aluminum material. Channels to have 3/16" CLEAR Acrylic faces with second surface diffuser (SS).

Cabinet to be mounted to 2" x 2" Square Tube painted MET SILVER TUB with 10' x 14" x 1/4" Match Plate flush mounted to wall using 4 square fasteners and fasteners.

All electrical components to be TUL 85mm



Scale 1/4" = 1'

**SIGNS**  
**SIGNS**  
*neon products co., inc.*

1721 F Street, Dallas, TX 75201  
 409-346-2177  
 409-346-9250  
 Fax: 409-346-9250

American National Bank   Downtown			
	10.10.06		Gaby Ryan
21039			Hilja Clausen


**EXHIBIT C**  
**LEGAL DESCRIPTION OF THE PAXTON**  
**CONDOMINIUM PROPERTY REGIME**

Units 102, 124, 136, 136A, 204, 210, 214, 216, 228, 230, 232, 234, 240, 300, 302, 306, 308, 310, 312, 400, 402, 404, 406, 408, 410, 412, 500, 502, 504, 506, 508, 510, 512, 600, 602, 604, 606, 608, 610, 612, 700, 702, 704, 706, 708, 710, 712, 800, 802, 804, 806, 808, 810, 812, 900, 902, 904, 906, 908, 910, 912, 1000, 1002, 1004, 1006, 1010, 1012, 1100, 1101, 1102, 1103, 1200, B-01 through B-53, inclusive, 2-01 through 2-25, inclusive, 2-29 through 2-54, inclusive, 3-01 through 3-54, inclusive, 4-01 through 4-29, inclusive, G-140, G-100, 440, 450, all in the PAXTON CONDOMINIUM PROPERTY REGIME, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded on October 20, 2006, as Instruments No. 2006120877 of the Records of Douglas County, Nebraska.



MISC 2007039936



FEB 10 2007 14:12 P 66

(Space above the line for recording information)

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
4/10/2007 14:12:03.81



2007039936

**FIRST AMENDMENT TO THE  
DECLARATION AND MASTER DEED  
OF THE PAXTON CONDOMINIUM  
PROPERTY REGIME**

THIS FIRST AMENDMENT TO THE DECLARATION AND MASTER DEED OF THE PAXTON CONDOMINIUM PROPERTY REGIME is made this 3<sup>rd</sup> day of April, 2007, by Shamrock Parking, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

**RECITALS:**

WHEREAS, this First Amendment is pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, (referred to herein as the "Declaration"), and shall be recorded against the Units legally described on Exhibit A-1, attached hereto and incorporated herein by this reference.

WHEREAS, pursuant to Section 15.1(d) of the Declaration, the Declarant desires to amend the Declaration to correct the Allocated Interests for the Units within the Condominium Property Regime as set forth herein.

WHEREAS, pursuant to Section 14.3 of the Declaration, the Declarant desires to amend the Plans of the Condominium Regime to accurately reflect the Floor Plans of the Basement Level, Ground Level, Second Level, Third Level and Fourth Level of the Parking Facility and the Third Floor of the Paxton Building.

WHEREAS, pursuant to Section 15.1(d) of the Declaration, the Declarant desires to amend the Declaration to include tenants, subtenants and Licensees under the waiver of subrogation provisions as set forth herein below.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Definitions. Terms used in this Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.

MS  
FEE 256 FB 23-2009  
2/6 BNP GAO COMP EV  
257 DEL SECH EV  
36520

RJR:

**FULLENKAMP, DOYLE & JOBEUN**  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
c/o Larry A. Jobeun



2. Amendments. Pursuant to Sections 15.1(a) and 14.3 of the Declaration, the Declarant is hereby amended as follows:

A. Condominium Plans. The Basement Level, Ground Level, Second Level, Third Level and Fourth Level of the Parking Facility and the Third Floor of The Paxton Building as shown on Exhibit B of the Declaration are hereby repealed in their entirety and replaced with the revised floor plates attached hereto.

B. Allocated Interests. Exhibit C of the Declaration is hereby repealed in its entirety and replaced with Exhibit C attached hereto.

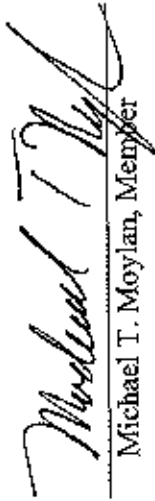
C. Scope of Coverage. Section 11.1(e)(ii) of the Declaration is hereby amended as follows:

There shall be no subrogation with respect to the Association, its agents, servants and employees, or with respect to any Owners or their tenants, subtenants or occupants or with respect to any Licensee under any License Agreement between the Association and such Licensee. Each party hereby waives, releases and discharges any right of subrogation against the other for any loss arising out of damage to or destruction of all or any portion of the Property, or contents thereof when such loss is caused by any perils included within either party's insurance provisions.

3. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this second amendment was adopted by the Members this 3 day of April 2007.

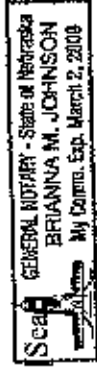
SHAMROCK PARKING, L.L.C, a Nebraska limited liability company,

By:   
Michael T. Moylan, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Michael T. Moylan, Member of Shamrock Parking, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 3<sup>rd</sup> day of April, 2007.



  
\_\_\_\_\_  
Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PAXTON  
CONDOMINIUM PROPERTY REGIME

Units 102, 124, 136, 204, 210, 214, 215, 216, 228, 230, 232, 234, 240, 300, 302, 306, 308, 310, 312, 400, 402, 404, 406, 408, 410, 412, 500, 504, 506, 508, 510, 512, 600, 602, 604, 606, 610, 612, 700, 702, 706, 708, 710, 712, 800, 802, 804, 806, 808, 810, 812, 900, 902, 904, 906, 908, 910, 912, 1000, 1002, 1004, 1006, 1010, 1012, all within The Paxton Building and Parking Units B-01 through B-53 inclusive, Parking Units 2-01 through 2-25, inclusive, and Parking Units 2-29 through 2-54, inclusive, Parking Units 3-01 through 3-54, inclusive, Parking Units 4-01 through 4-30, inclusive, all within the Parking Facility, and all Common Elements created by the Declaration and Master Deed of The Paxton Condominium Property Regime that was recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877.

Shanrock Development - Paxton Building & Paxton Professional Center  
 Paxton Management Association - Allocation of Annual Expenses

PAXTON BUILDINGS 1403 FARMAN STREET

Main Floor	Street
Commercial #102 - Chop House	7,734
Commercial #24	2,304
Commercial #36	3,801
3rd A - Basement Spaces *	6,952
<b>Total Main Floor Square Footage:</b>	<b>20,161</b>

Allocation % of Paxton REGIME	Allocation % of Paxton Building (% Area of Paxon Building Common Costs)	Allocation % of Commercial/ Office Units (% Area of Common Space/ Common Costs)	Allocation % of Residential Units (% Area of Residential Space/ Common Costs)
<b>Total Annual Cost:</b>			
3,811.1%	6.4515%	32.9038%	
1.9191%	1.8468%	9.9298%	
1.7252%	2.9203%	14.8947%	
<b>0.0000%</b>	<b>0.0000%</b>		

2nd Floor Offices	Street	2nd Floor
Office #204 (Obj: "220")		629
Office #210 (Obj: "214 B")		638
Office #214 (Obj: "214A")		485
Office #215		655
Office #216		745
Office #226		629
Office #232		1,610
Office #234		692
Office #240		998
<b>Total 2nd Floor Office Square Footage:</b>		<b>6,736</b>

2nd Floor Ballroom	Street	2nd Floor
Ballroom Total Square Footage**		8,256
Footage (Rounded for calculating Allocation %)		<b>3,198</b>

3rd Floor	3rd Floor Residential Square Footage:
1 THE ROMA - #600	1,646
1 THE CASTLE - #402	2,727
1 THE GRAND - #206	2,084
1 THE WELLINGTON - #308	1,581
1 THE ATLANTIC - #310	1,626
1 THE FONTENELLE - #312	1,380
<b>Total 3rd Floor Residential Square Footage:</b>	<b>11,054</b>

4th Floor	4th Floor Residential Square Footage:
1 THE HERNDON - #400	1,960
1 THE MILLARD - #402	1,070
1 THE LOYAL - #406	1,385
1 THE GRAND - #406	1,772
1 THE WELLINGTON - #408	1,561
1 THE CARLTON - #410	1,546
1 THE FONTENELLE - #412	1,391
<b>Total 4th Floor Residential Square Footage:</b>	<b>10,255</b>

5th Floor	5th Floor Residential Square Footage:
1 THE HERNDON - #500	2,300
1 THE LOYAL - #504	1,365
1 THE GRAND - #506	2,189
1 THE WELLINGTON - #508	1,581
1 THE CARLTON - #510	1,546
1 THE FONTENELLE - #512	1,391
<b>Total 5th Floor Residential Square Footage:</b>	<b>10,255</b>

6th Floor	6th Floor Residential Square Footage:
1 THE HERNDON - #600	1,560
1 THE MILLARD - #602	1,070
1 THE LOYAL - #604	1,365
1 THE GRAND - #606	2,339
1 THE CARLTON - #610	1,548
1 THE FONTENELLE - #612	1,395
<b>Total 6th Floor Residential Square Footage:</b>	<b>10,255</b>

7th Floor	7th Floor Residential Square Footage:
1 THE HERNDON - #700	1,560
1 THE MILLARD - #702	1,070
1 THE LOYAL - #704	1,365
1 THE GRAND - #706	1,772
1 THE WELLINGTON - #708	1,561
1 THE CARLTON - #710	1,548
1 THE FONTENELLE - #712	1,391
<b>Total 7th Floor Residential Square Footage:</b>	<b>10,255</b>

8th Floor	8th Floor Residential Square Footage:
1 THE HERNDON - #800	1,560
1 THE MILLARD - #802	1,070
1 THE LOYAL - #804	1,365
1 THE GRAND - #806	1,772
<b>Total 8th Floor Residential Square Footage:</b>	<b>10,255</b>

0.3030%	0.5213%	2.6590%	
0.3144%	0.5022%	2.7149%	
0.2838%	0.4125%	2.1068%	
0.3220%	0.5964%	2.7866%	
0.3055%	0.6214%	3.1666%	
0.4677%	0.5172%	2.6377%	
0.2822%	0.8425%	4.2970%	
0.4425%	0.4438%	2.2633%	
	0.7491%	2.7123%	
		3.6205%	

1.5785%	2.6676%	13.6056%	
0.8111%	1.3730%	1.7079%	
1.3430%	2.2747%	2.6286%	
1.0319%	1.7467%	2.1727%	
0.7692%	1.9021%	1.6197%	
0.8012%	1.3683%	1.6571%	
0.6800%	1.1611%	1.4319%	

0.7687%	1.3019%	1.8186%	
0.5273%	0.8925%	1.1102%	
0.8977%	1.1303%	1.4058%	
0.8732%	1.4761%	1.8380%	
0.7692%	1.2021%	1.6197%	
0.7810%	1.2696%	1.6041%	
0.6864%	1.1603%	1.4439%	

1.1234%	1.9185%	2.2064%	
0.6677%	1.1903%	1.4058%	
1.0363%	1.7542%	2.1620%	
0.7692%	1.3021%	1.6197%	
0.7618%	1.2866%	1.6041%	
0.6864%	1.1603%	1.4439%	

0.7687%	1.3019%	1.8186%	
0.5273%	0.8925%	1.1102%	
0.6677%	1.1303%	1.4058%	
1.0363%	1.7542%	2.1620%	
0.7692%	1.2021%	1.6197%	
0.7810%	1.2696%	1.6041%	
0.6864%	1.1603%	1.4439%	

0.7687%	1.3019%	1.8186%	
0.5273%	0.8925%	1.1102%	
0.6677%	1.1303%	1.4058%	
0.8732%	1.4761%	1.8380%	
0.7692%	1.3021%	1.6197%	
0.7810%	1.2696%	1.6041%	
0.6864%	1.1603%	1.4439%	

0.7687%	1.3019%	1.8186%	
0.5273%	0.8925%	1.1102%	
0.6677%	1.1303%	1.4058%	
0.8732%	1.4761%	1.8380%	

Shamrock Development - Paxton Building & Paxton Professional Center  
 Paxton Management Association - Allocation of Annual Expenses

THE WELLINGTON - #808	1,564	0.7622%	1.3021%	1.8197%
THE CARLTON - #810	1,546	0.7616%	1.2888%	1.6041%
THE FONTENELLE - #812	1,291	0.6654%	1.1603%	1.4433%
<b>Total 8th Floor Residential Square Footage:</b>	<b>10,255</b>			

<b>9th Floor</b>				
THE HERNDON - #900	1,560	0.7687%	1.3013%	1.8189%
THE MULLARD - #902	1,070	0.5273%	0.8925%	1.1102%
THE LOYAL - #904	1,356	0.6677%	1.1903%	1.4059%
THE GRAND - #906	1,772	0.8732%	1.4781%	1.8386%
THE WELLINGTON - #908	1,581	0.7802%	1.3021%	1.8197%
THE CARLTON - #910	1,546	0.7616%	1.2888%	1.6041%
THE FONTENELLE - #912	1,291	0.6654%	1.1603%	1.4433%
<b>Total 9th Floor Residential Square Footage:</b>	<b>10,255</b>			

<b>10th Floor</b>				
THE HERNDON - #1000	1,560	0.7687%	1.3013%	1.8189%
THE MULLARD - #1002	1,070	0.5273%	0.8925%	1.1102%
THE LOYAL - #1004	1,356	0.6677%	1.1903%	1.4059%
THE GRAND - #1006	2,839	1.3940%	2.3681%	2.9457%
THE CARLTON - #1010	1,546	0.7616%	1.2888%	1.6041%
THE FONTENELLE - #1012	1,265	0.6289%	1.1672%	1.5639%
<b>Total 10th Floor Residential Square Footage:</b>	<b>10,255</b>			

<b>11th &amp; 12th Floor Penthouses</b>				
Penthouse 1100	4,118	2.0252%	3.4360%	4.2728%
Penthouse 1101	3,135	1.5448%	2.6160%	3.2528%
Penthouse 1102	1,546	0.7616%	1.2888%	1.6041%
Penthouse 1103	1,865	0.9289%	1.5724%	1.9558%
Penthouse 1200	2,874	1.4162%	2.3973%	2.9820%
<b>Total 11th &amp; 12th Floor Residential Square Footage:</b>	<b>13,508</b>			

<b>FLOOR TOTALS (ACTUAL):</b>	<b>20,161</b>	<b>13,134</b>	<b>129,673</b>	
Floors Total - COMMERCIAL OFFICE (RESTAURANT)			33,295	
Floors Total - RESIDENTIAL			96,378	
<b>FLOOR TOTALS (FOR % CALCULATIONS):</b>	<b>18,585</b>	<b>9,698</b>	<b>139,883</b>	<b>59.0751%</b>
				<b>100.0000%</b>
			<b>100.0000%</b>	<b>100.0000%</b>

Sq Ft:	Allocation % of Paxton REGIME	Allocation % of Paxton Professional Center	# Sails:
<b>Total</b>	<b>97,640</b>	<b>47.3245%</b>	<b>203</b>
		<b>100.0000%</b>	

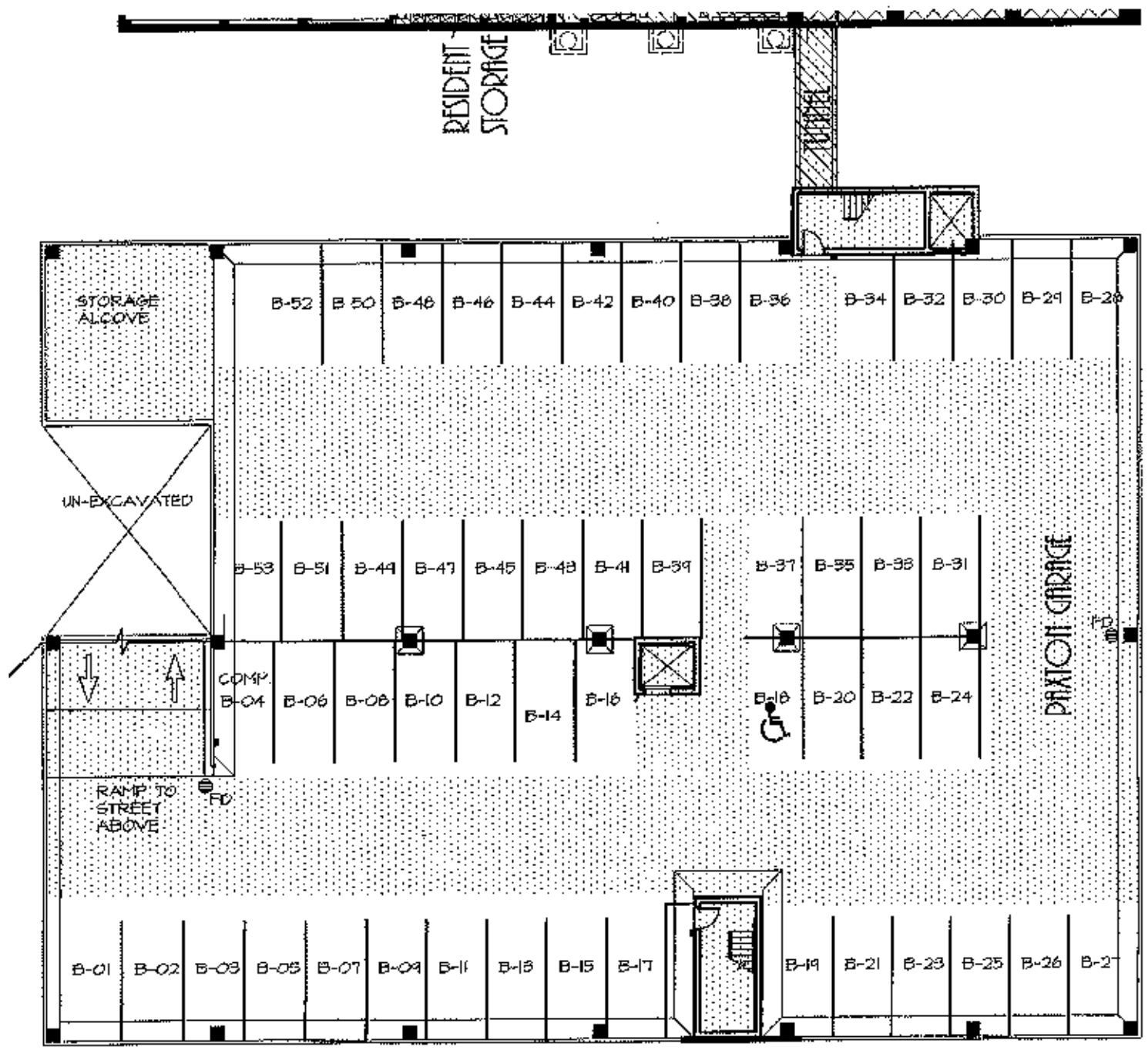
PAXTON PROFESSIONAL CENTER (aka "Garage") (1314 Harney Street)



NOTE: C-128R FOR THIS STATE OF FLORIDA REGIME 100.0000%

Comments & Notes:

- (1) principal floor and any other amounts are additional & are subject to change.
- (2) Due to the nature of the Paxton Building Basement Covered Space, it is not included in the percentages.
- (3) Due to the nature of the unit, BM report is calculated at 25% of total square footage.





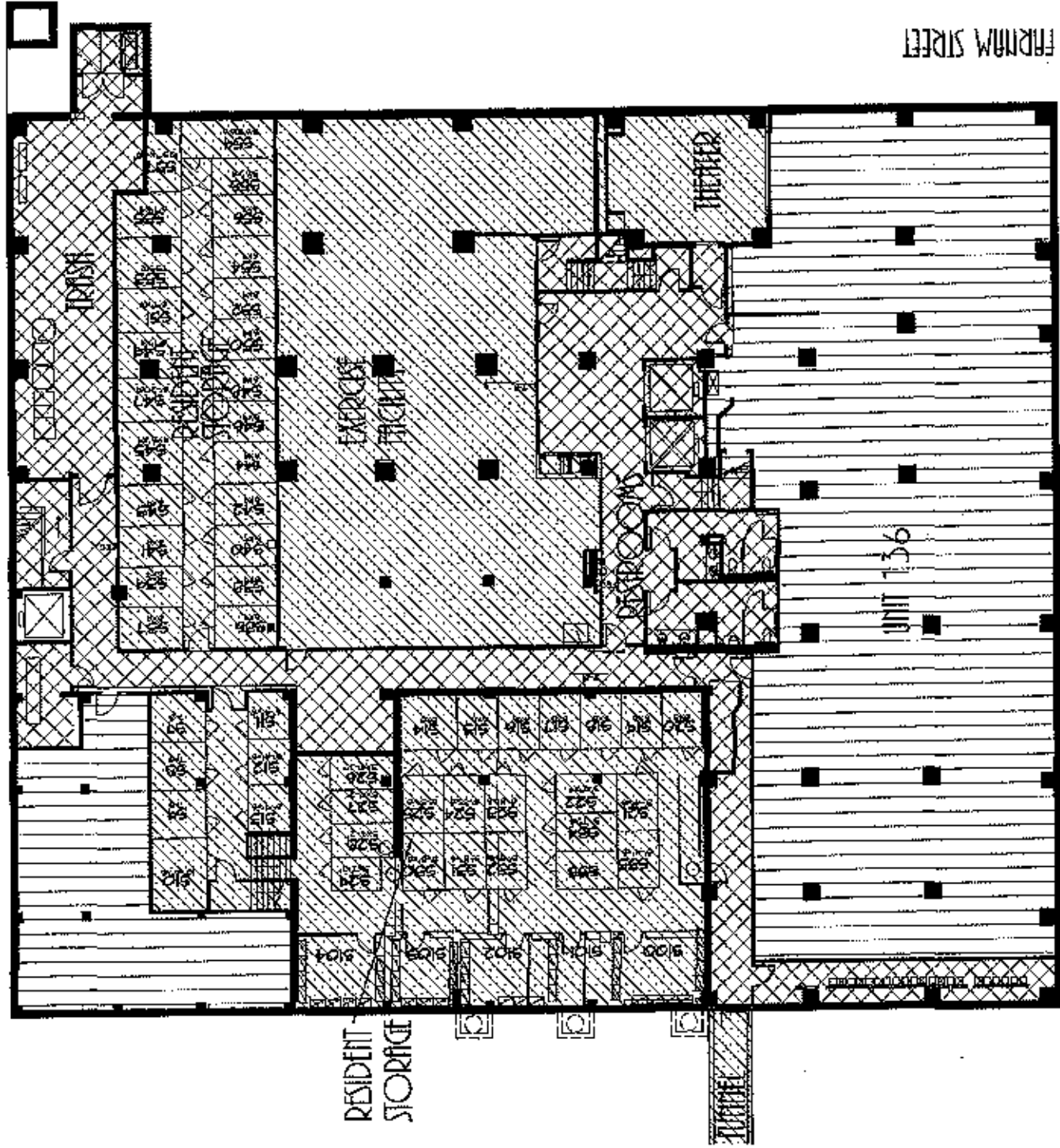
-  PARKING FACILITY LIMITED COMMON ELEMENTS
-  PARKING UNITS



# BASEMENT LEVEL PLAN

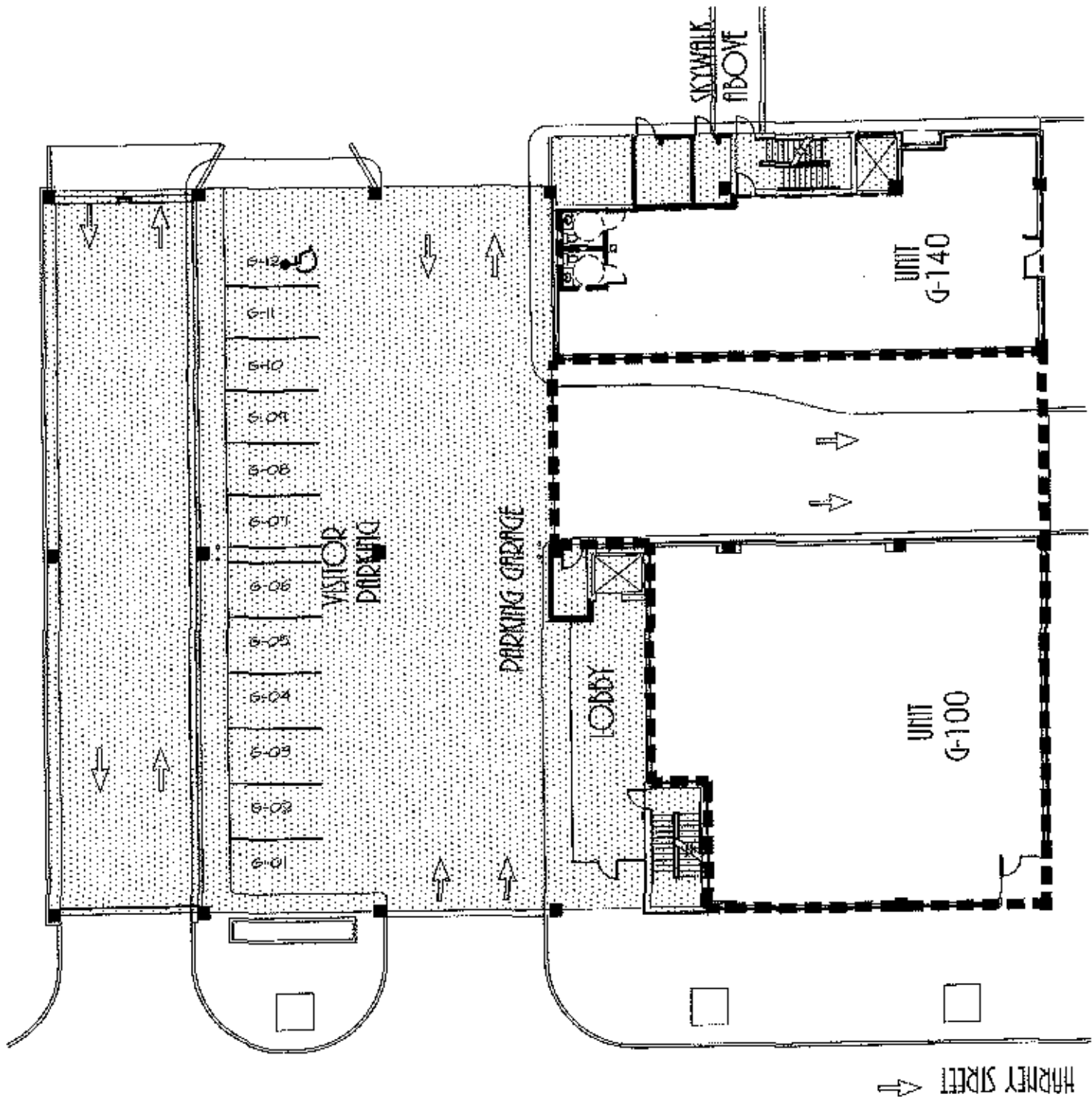
NORTH →

FIRMAN STREET



-  PRAXION LIMITED COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS





PARKING LEVEL: FIRST

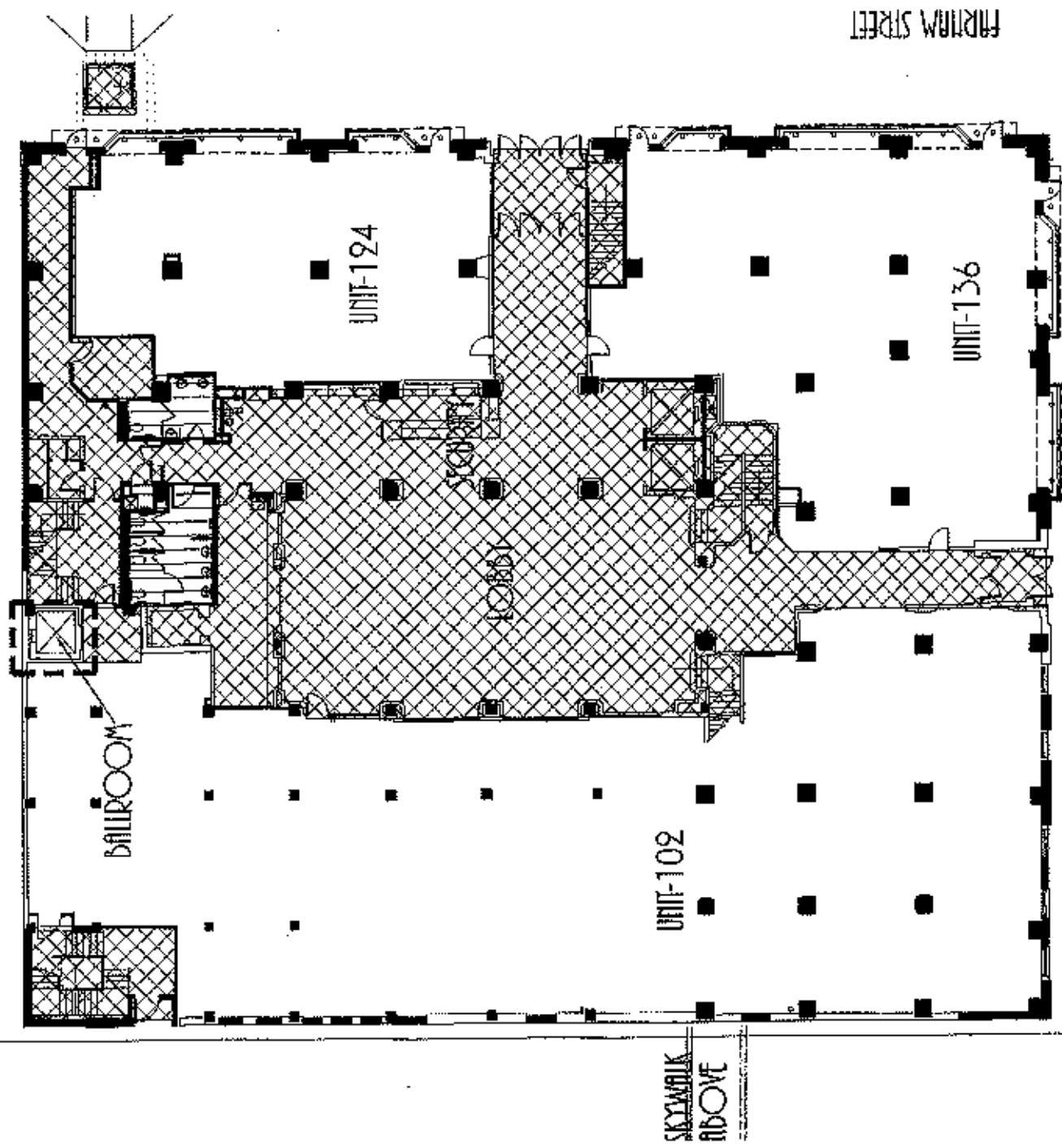
-  PARKING FACILITY LIMITED COMMON ELEMENTS
-  UNIT G-100
-  UNIT G-140





GROUND LEVEL PLAN  
NORTH →



# GROUND LEVEL PLAN

NORTH →



-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS

FRIYRAH STREET

SKYBRINK  
ABOVE

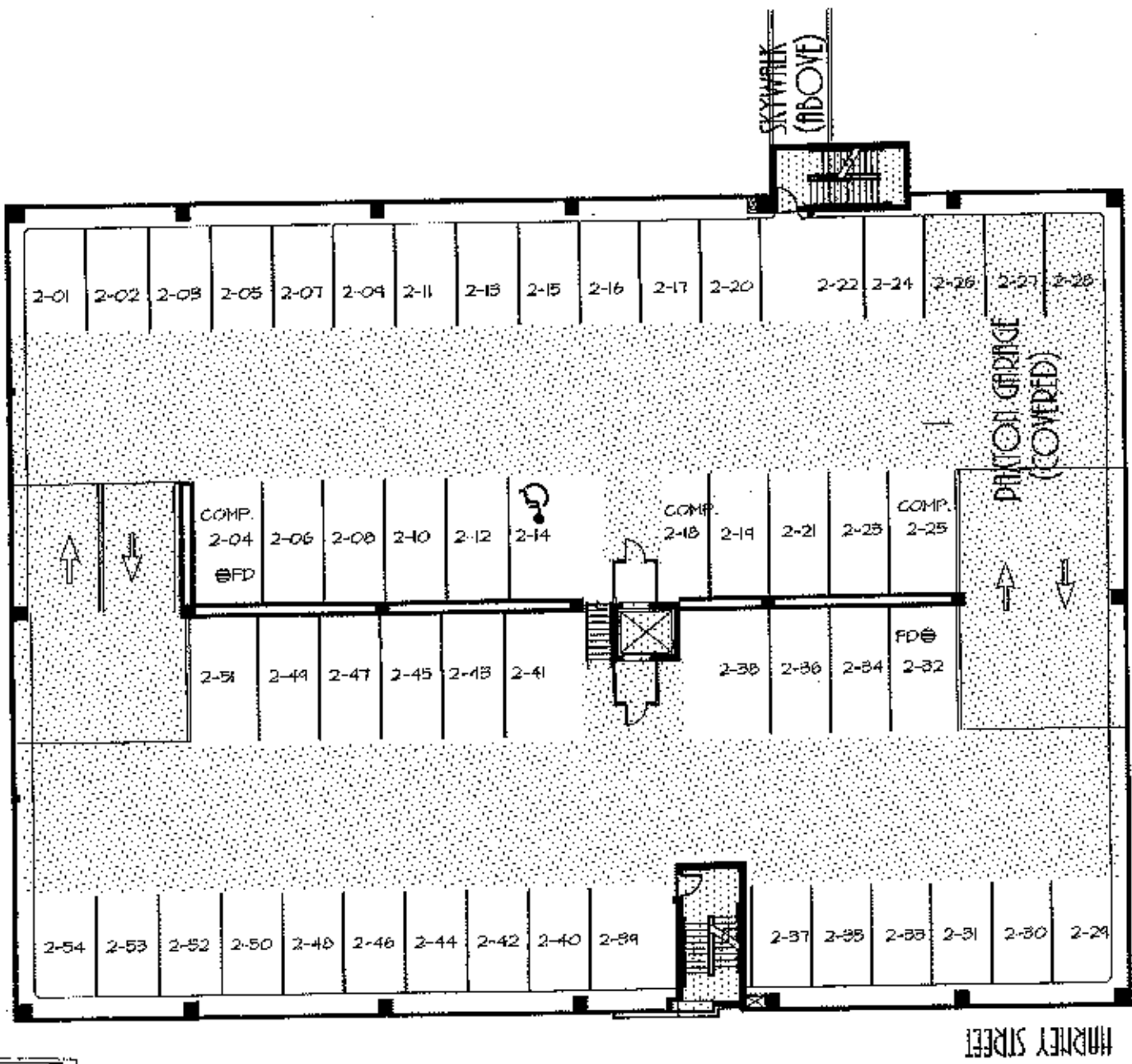
UNIT-124

UNIT-136

UNIT-102

BALLROOM

LOBBY



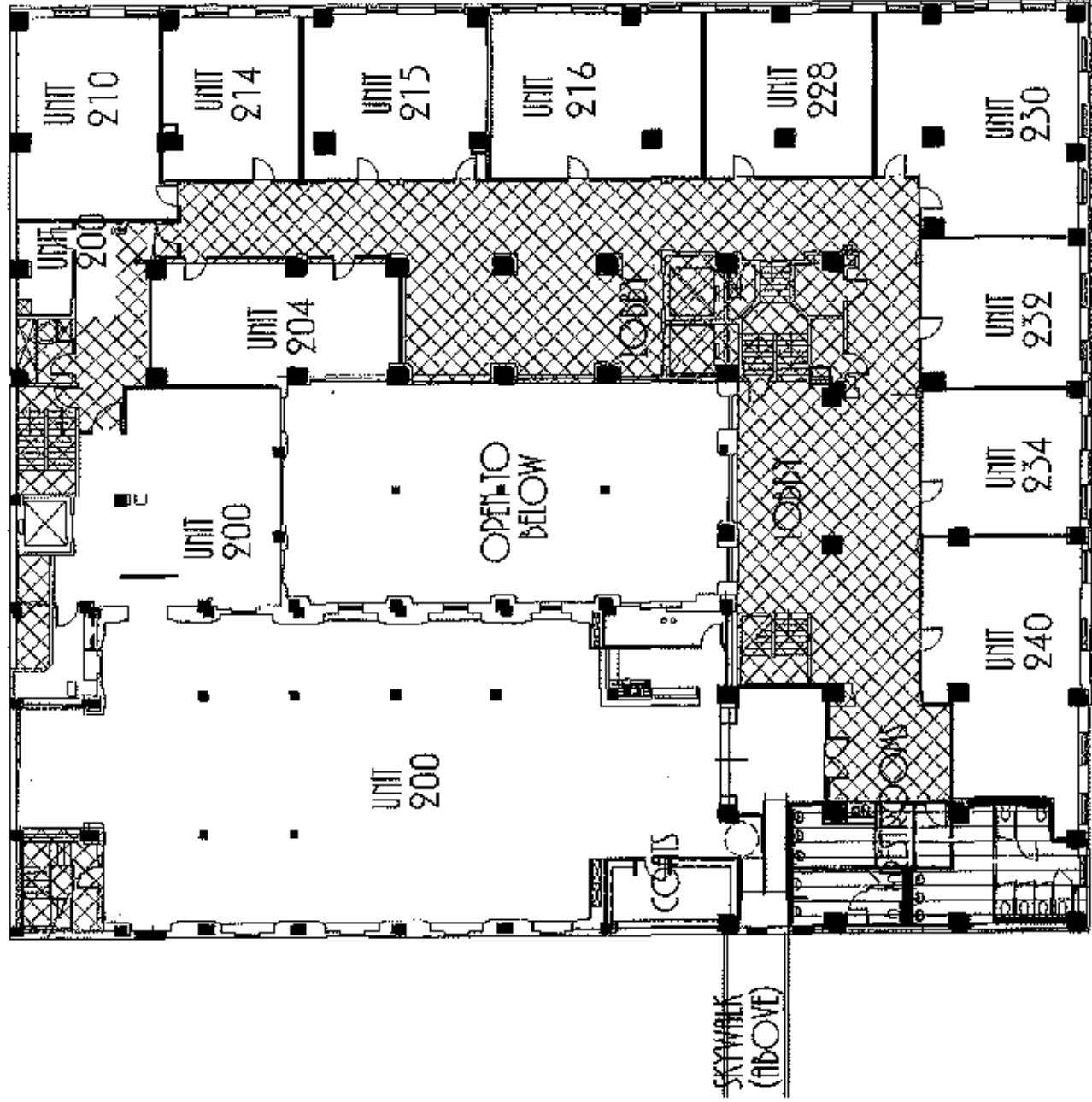
14TH STREET

HARVEY STREET

- PARKING LEVEL: SECOND
- PARKING FACILITY UNITED COMMON ELEMENTS
- PARKING UNITS

## 2ND LEVEL PLAN

NORTH →



14TH STREET

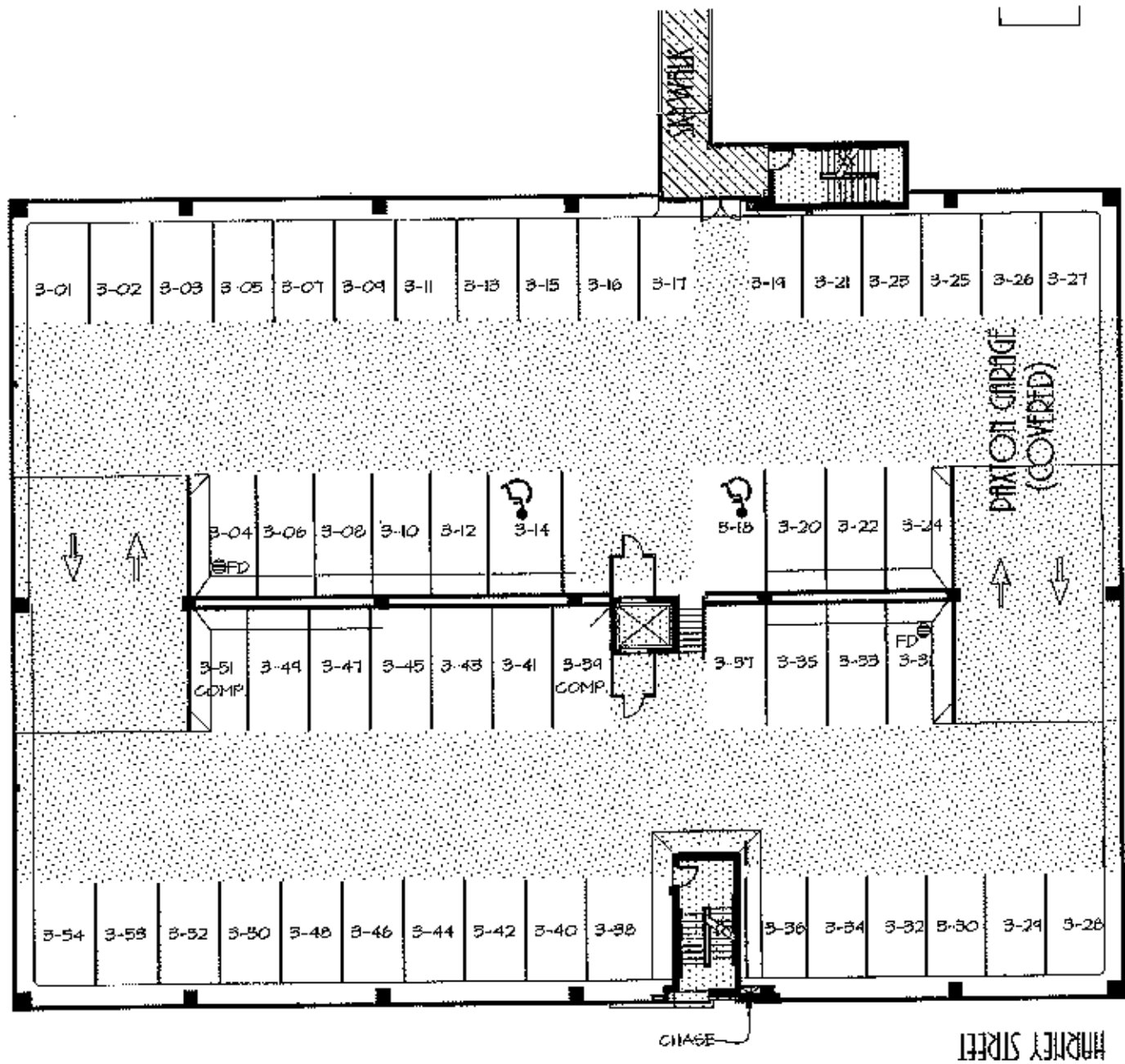
FRIDAY STREET

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS

2ND LEVEL PLAN  
 NORTH →



14TH STREET



### PARKING LEVEL: THIRD

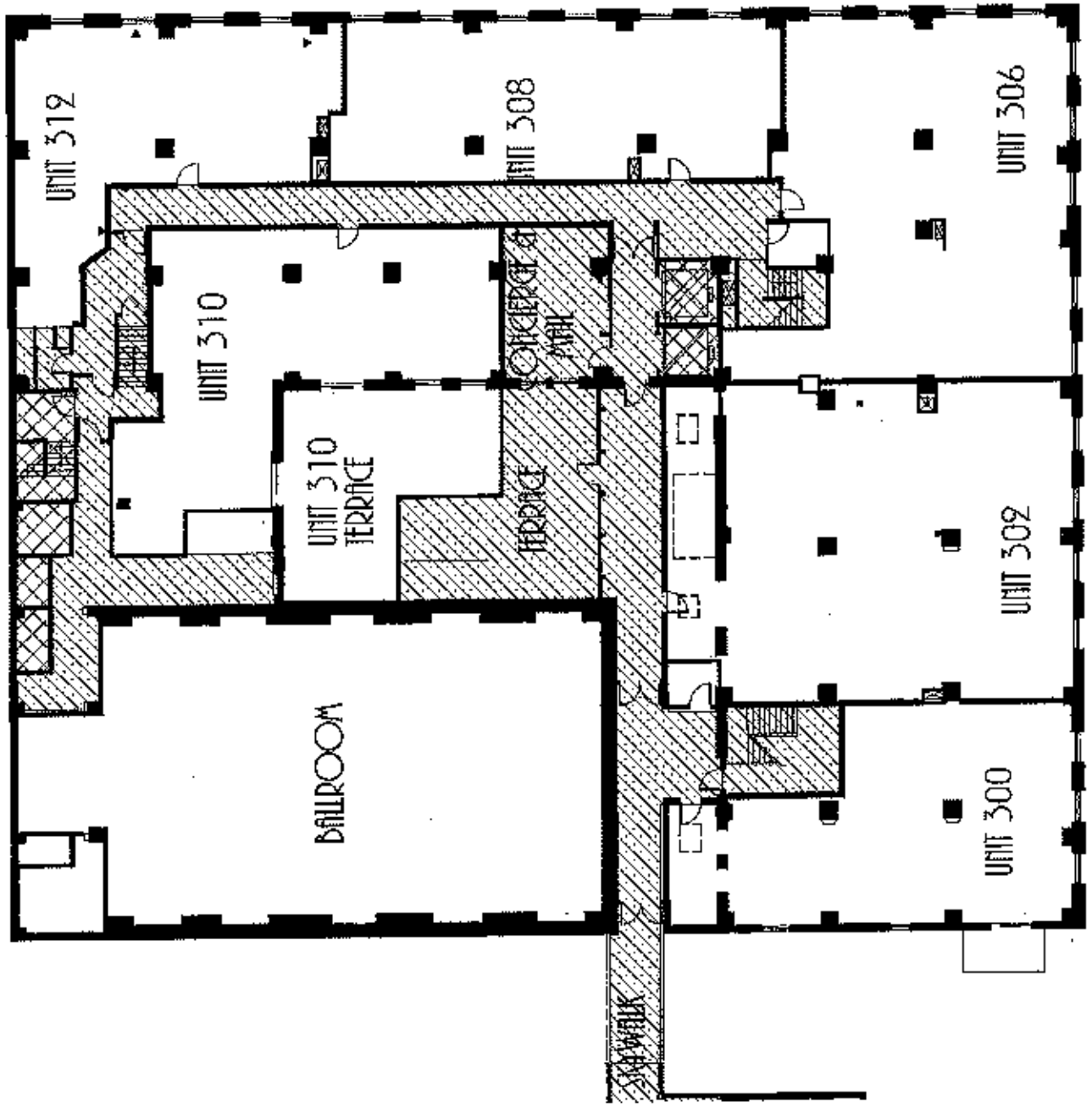
■ PARKING FACILITY LIMITED COMMON ELEMENTS

■ PARKING UNITS

## 3RD LEVEL PLAN

NORTH →

HARNEY STREET

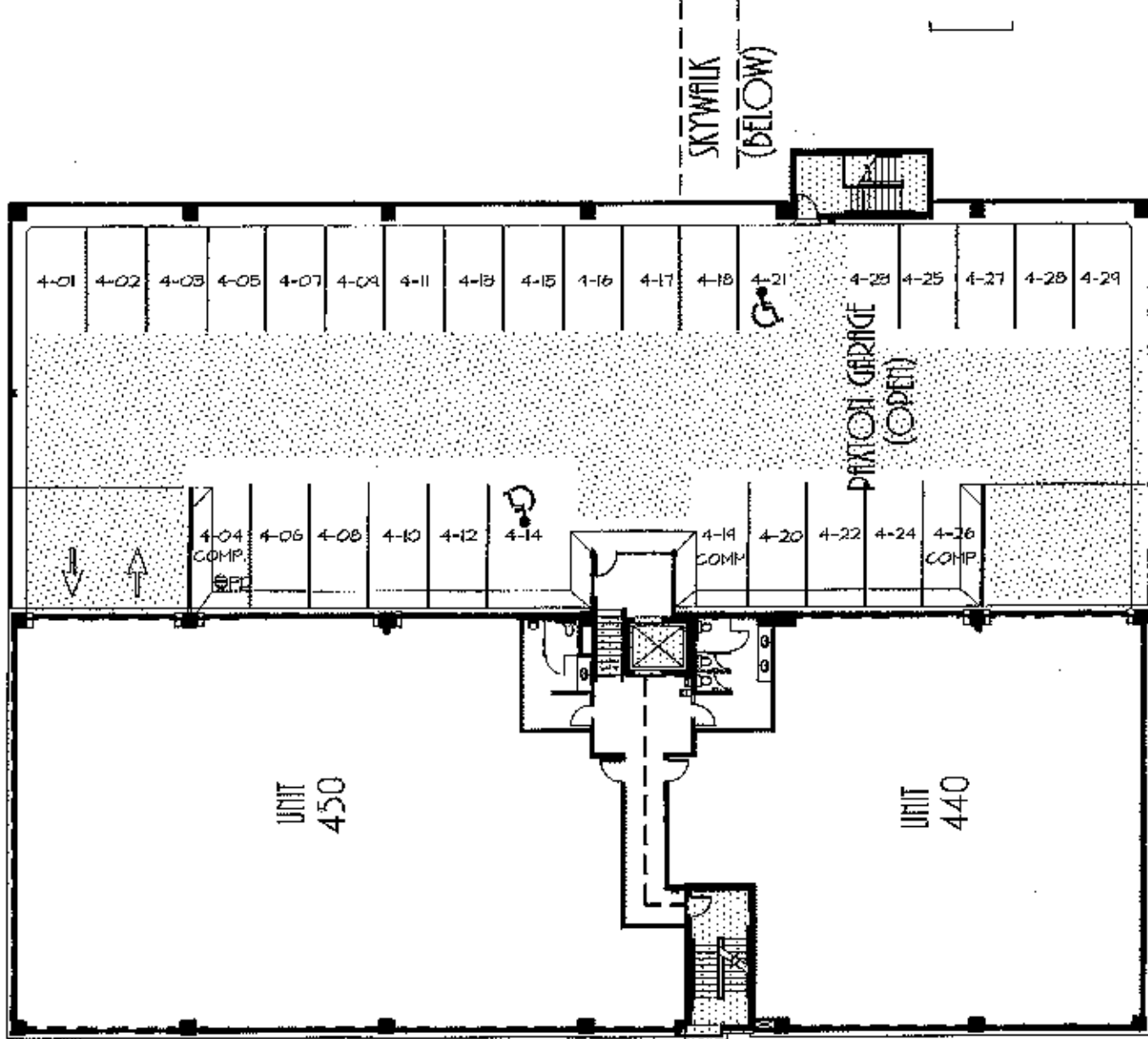


4TH STREET

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS



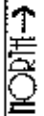
3RD LEVEL PLAN  
 NORTH →

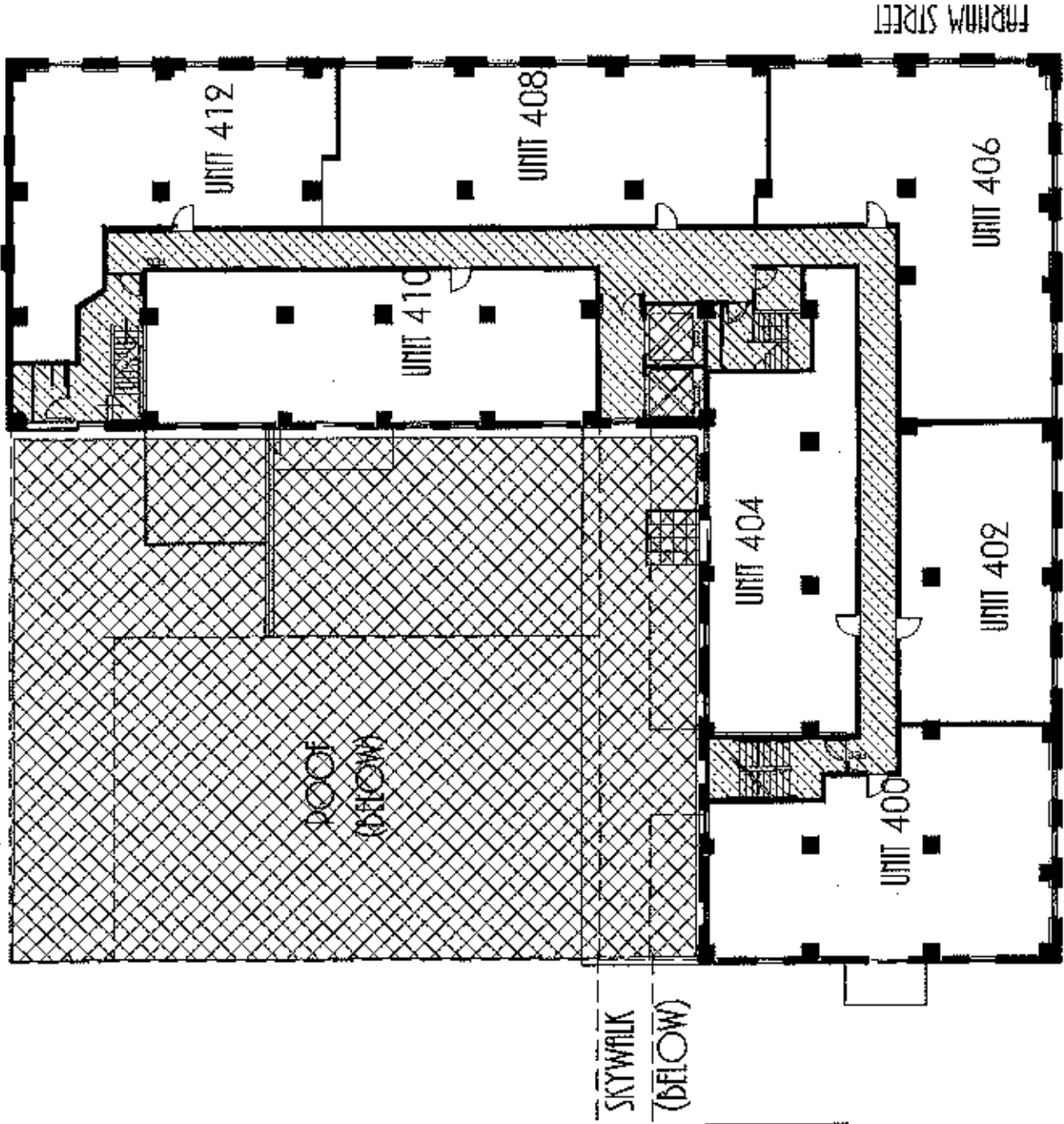


PARKING LEVEL: FOURTH

-  PARKING FACILITY: LIMITED COMMON ELEMENTS
-  UNIT 440
-  UNIT 450
-  PARKING UNITS

4TH LEVEL PLAN





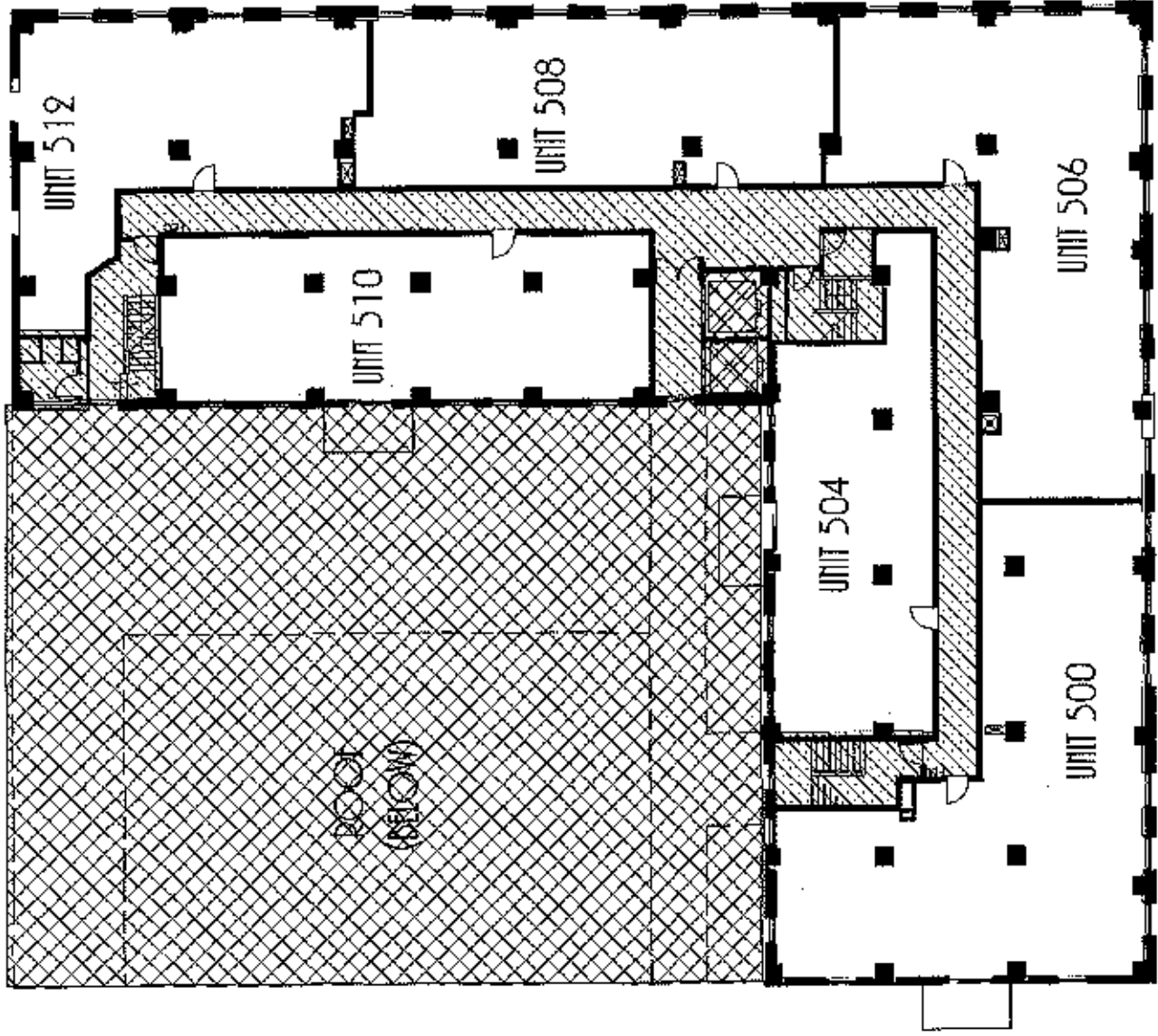
14TH STREET

-  COMMON ELEMENTS
-  RESIDENTIAL UNITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE UNITED COMMON ELEMENTS
-  UNITS

4TH LEVEL PLAN  
 NORTH →





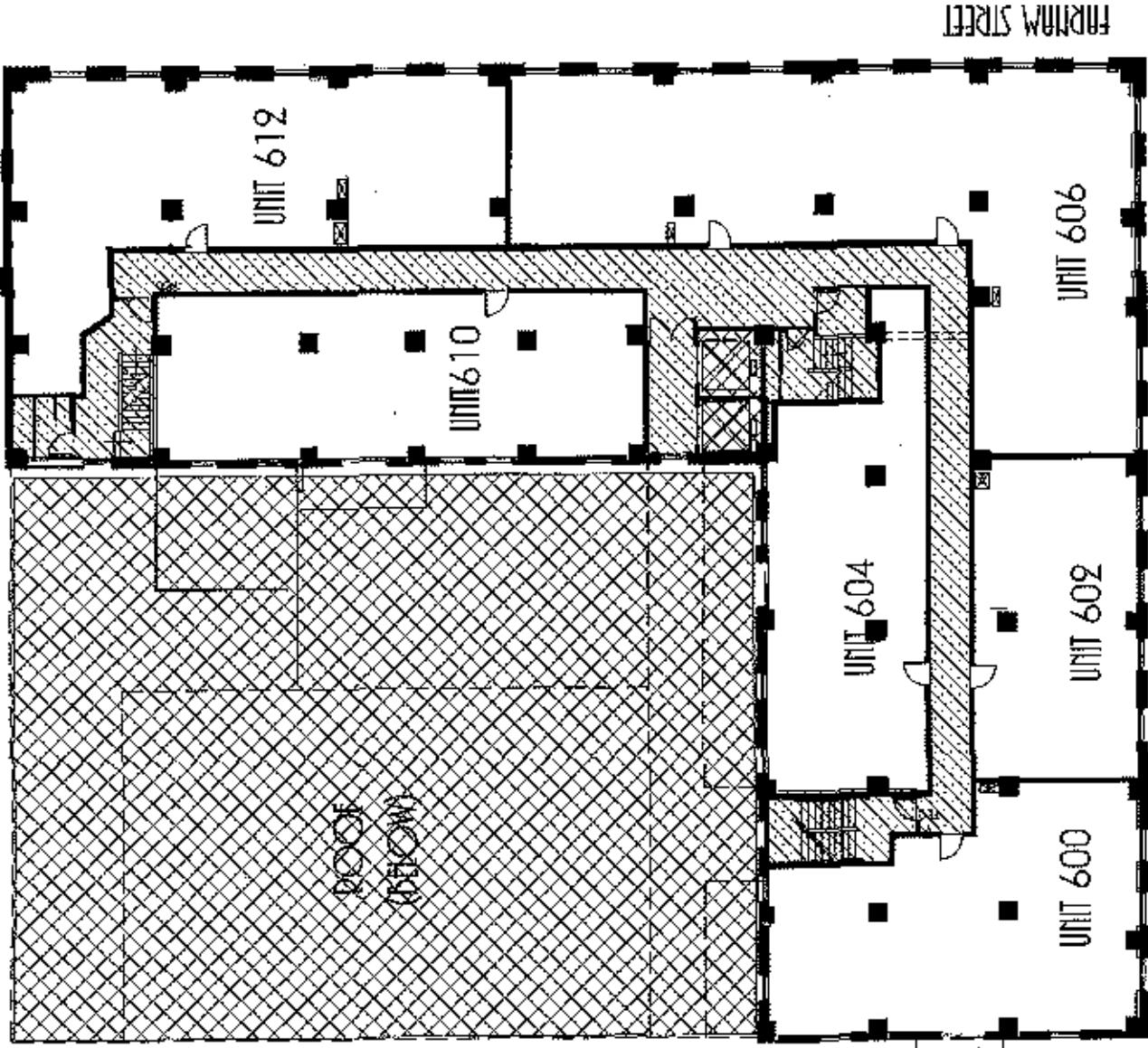


14TH STREET  
5TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS



5TH FLOOR PLAN  
NORTH →



14TH STREET

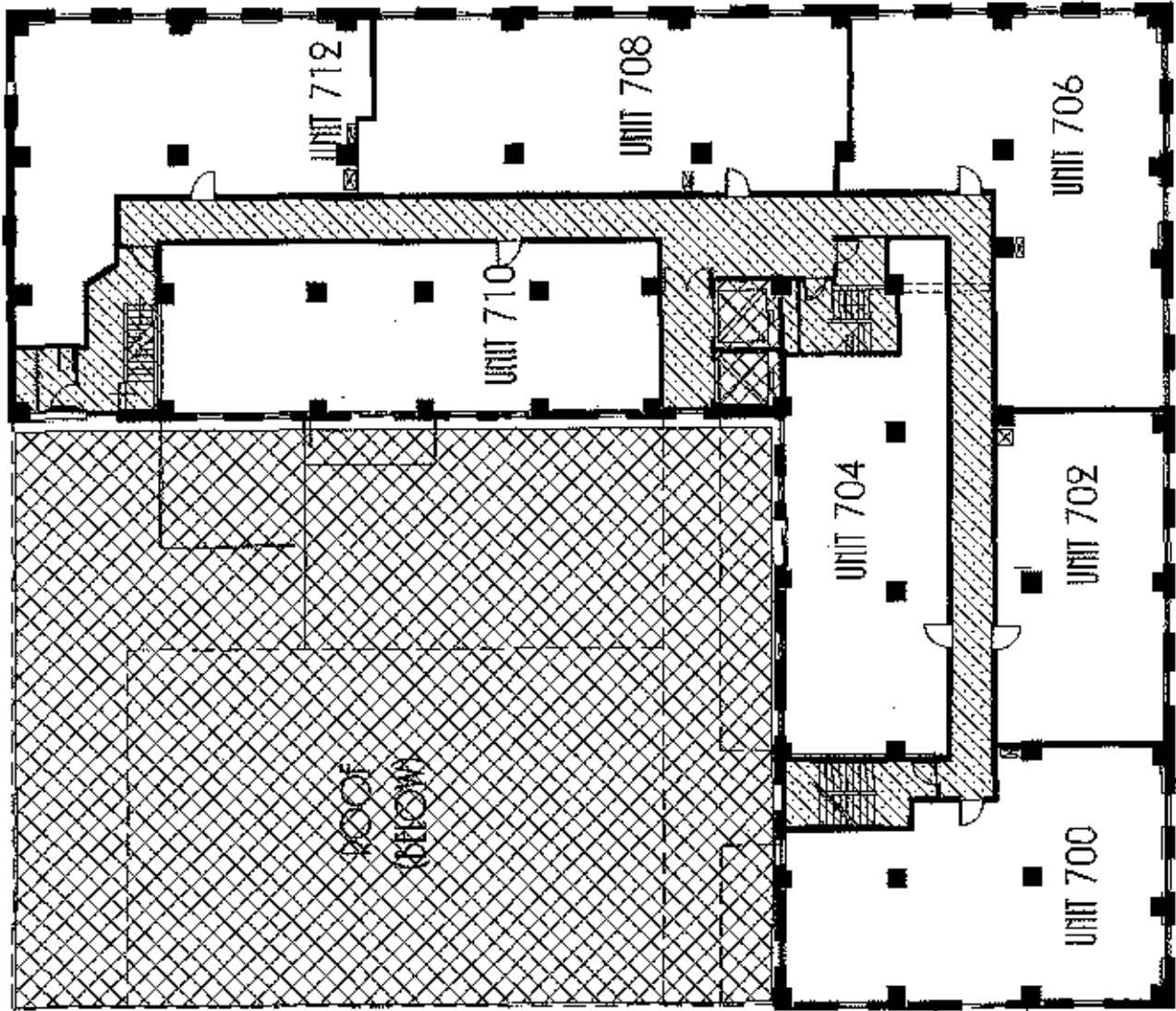
FIRMIN STREET

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS



# 6TH FLOOR PLAN

NORTH →



14TH STREET

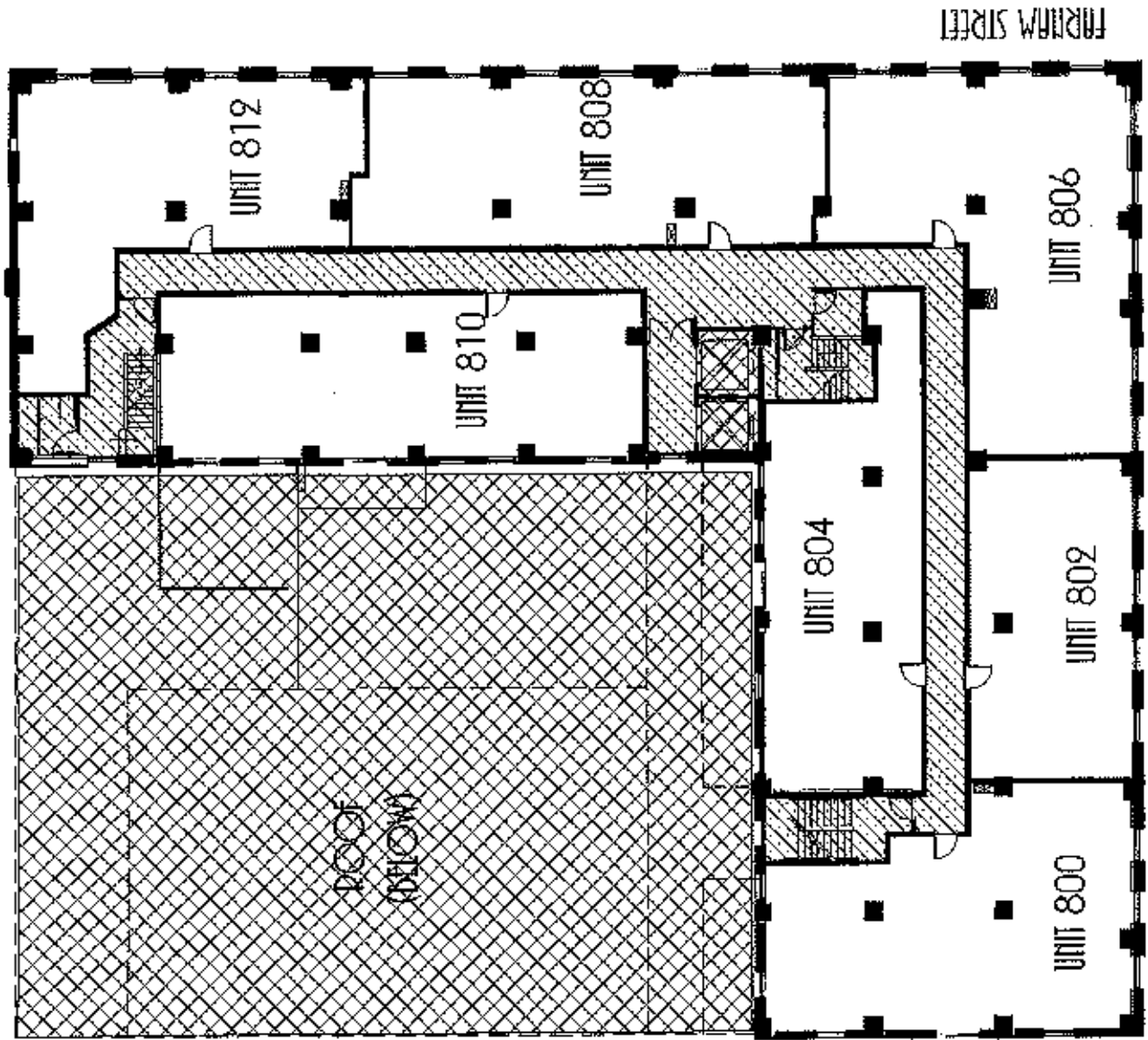
7TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS

# 7TH-FLOOR PLANS



NORTH →





14TH STREET

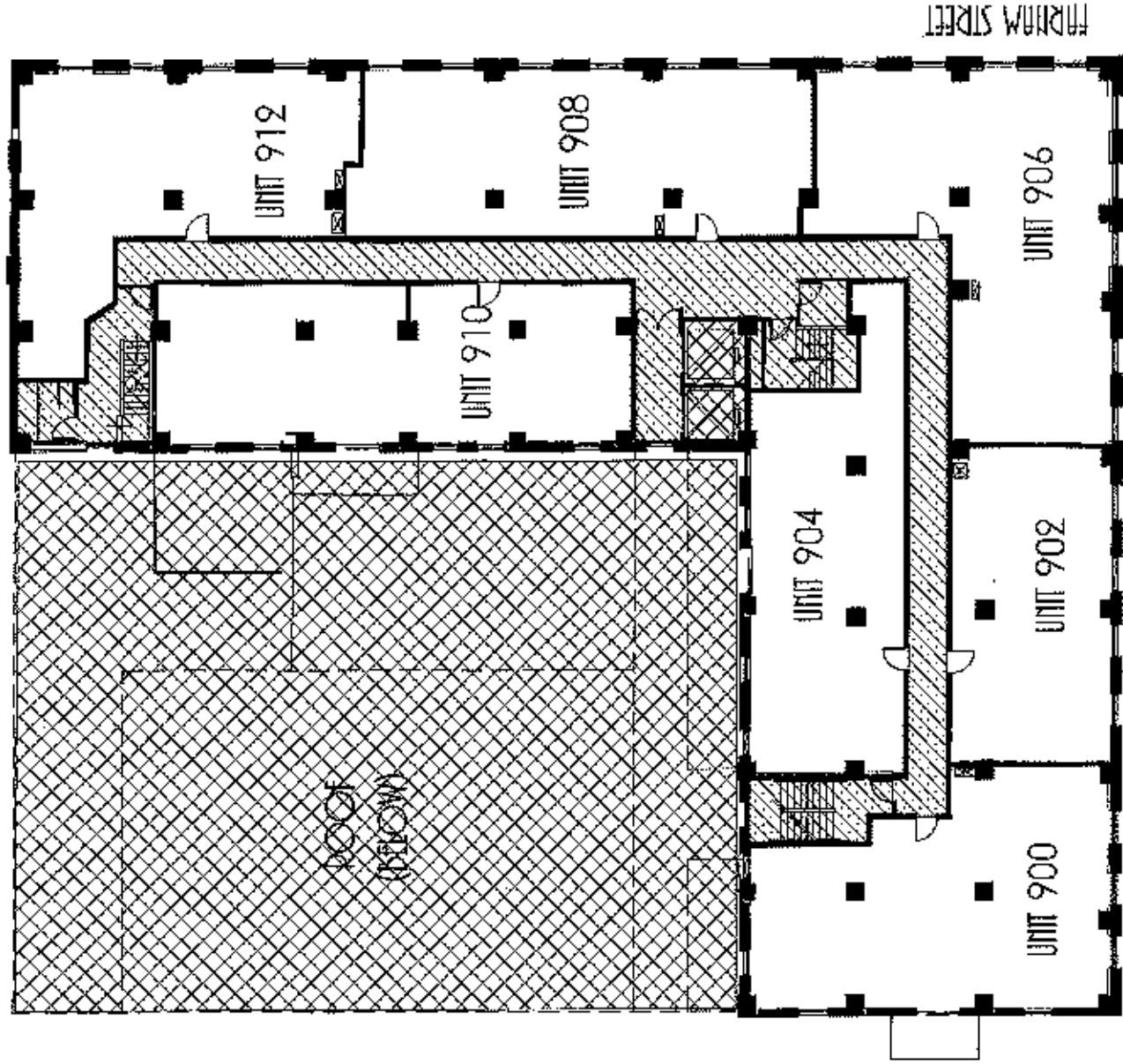
8TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL UNITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE UNITED COMMON ELEMENTS
-  UNITS

# 8TH FLOOR PLAN


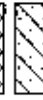
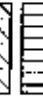
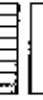
NORTH →





14TH STREET

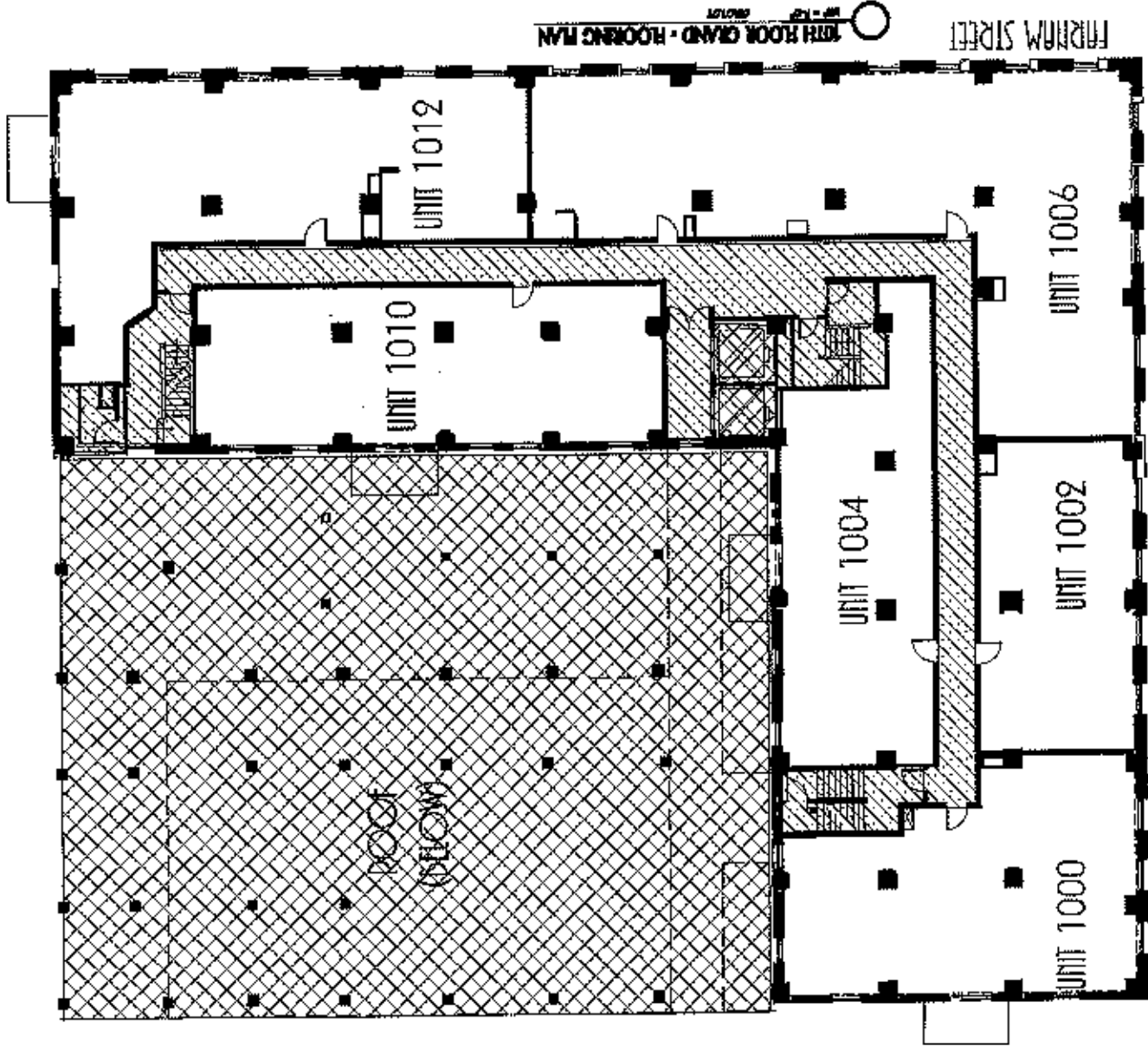
9TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS

# 9TH FLOOR PLAN

NORTH →





14TH STREET  
 10TH FLOOR  
 FIRMIN STREET

14TH STREET

14TH STREET

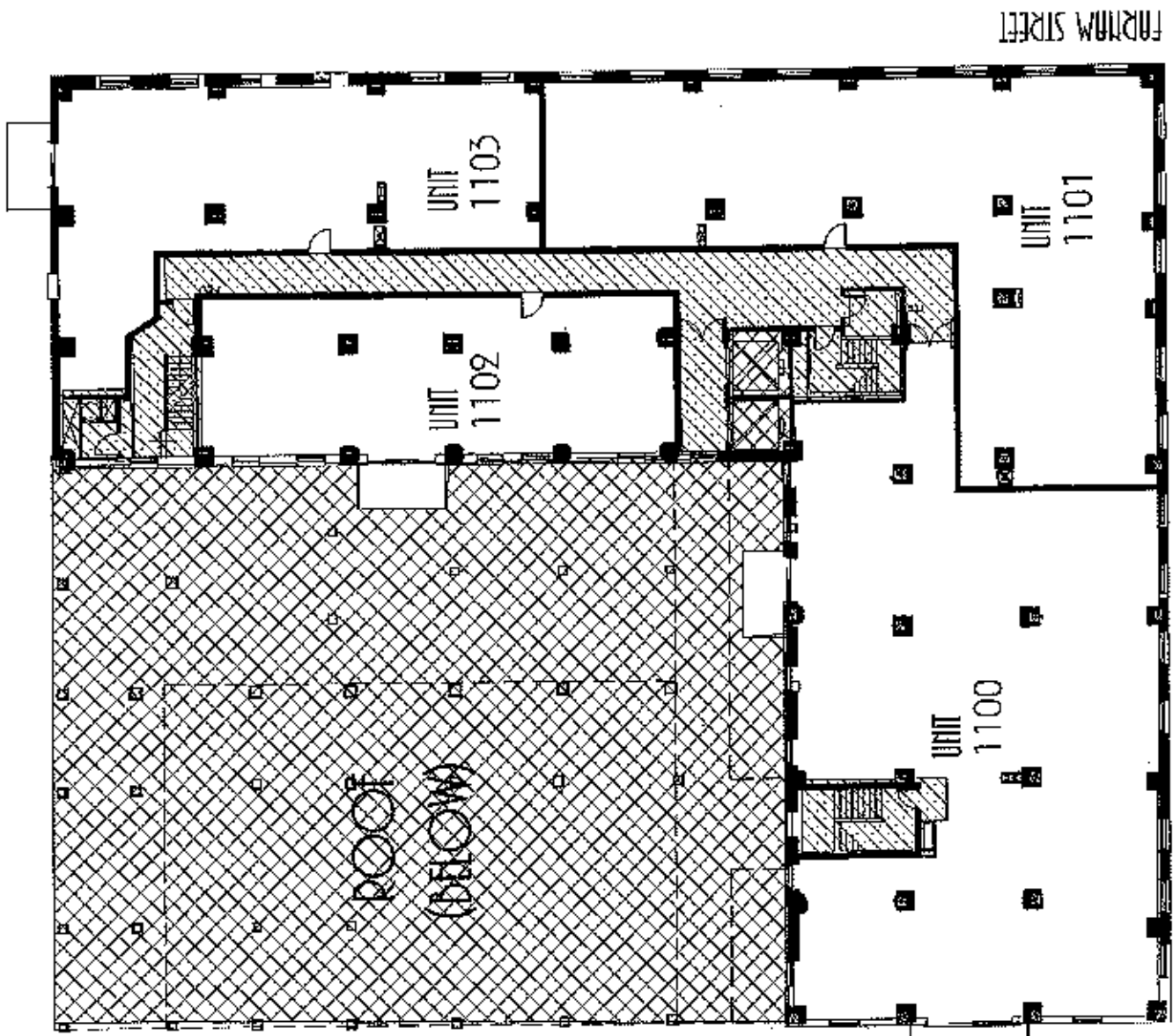
10TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS



# 10TH FLOOR PLAN

NORTH →



14TH STREET

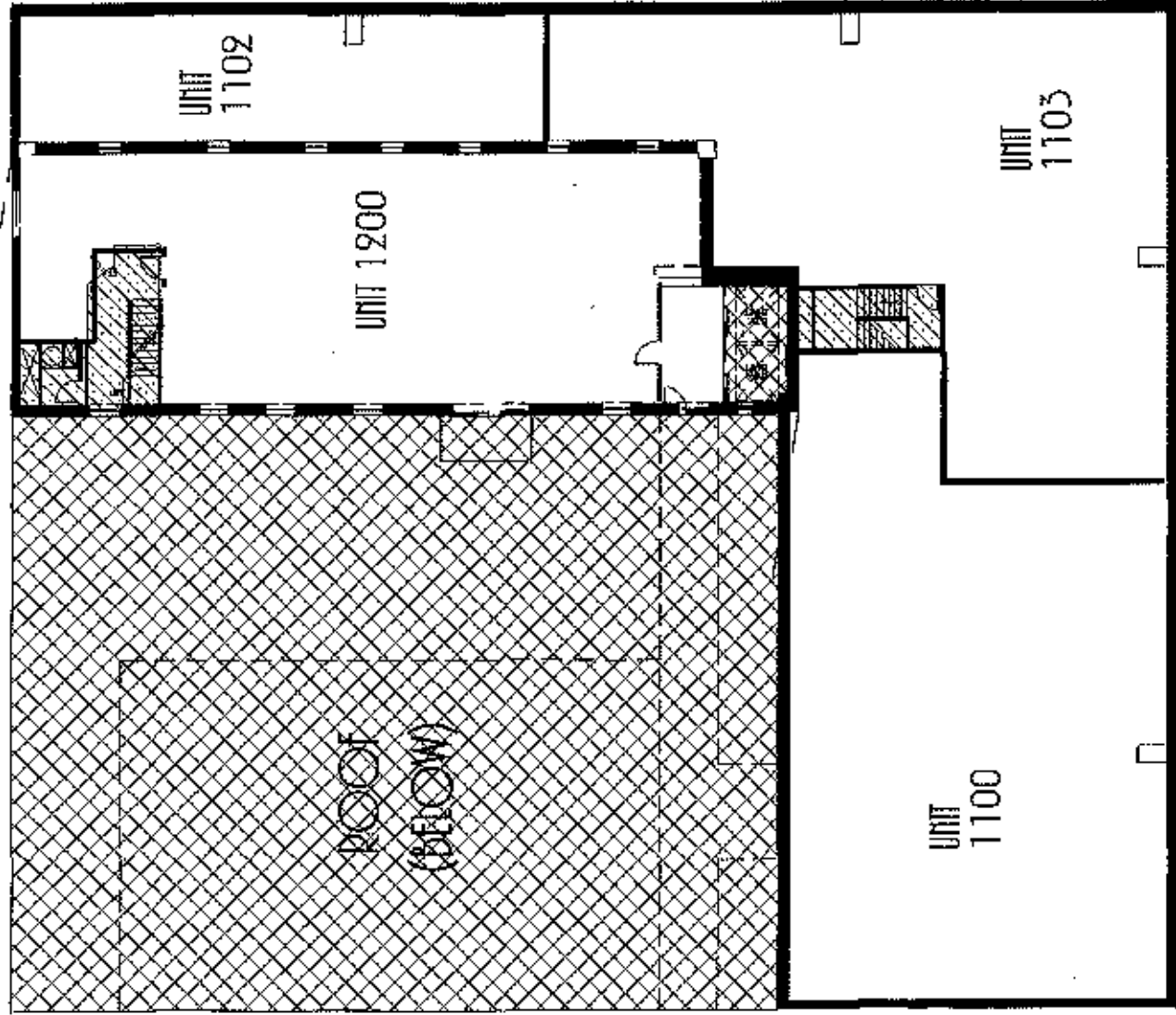
11TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS

# 11TH FLOOR PLANS




NORTH →





14TH STREET

12TH FLOOR

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS
-  UNITS

# 12TH FLOOR PLAN

NORTH →



17TH STREET

UNIT 1202

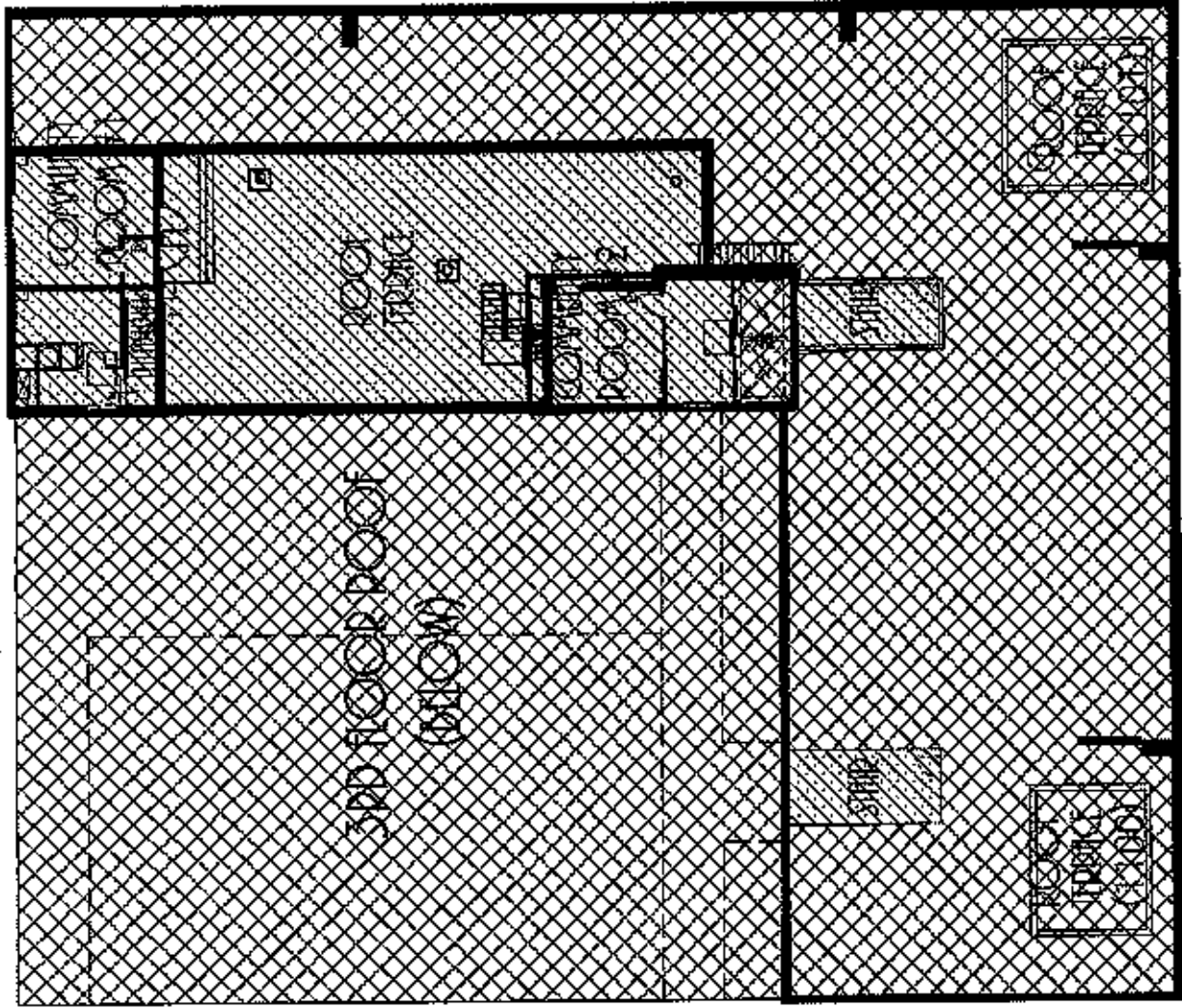
UNIT 1200

ROOF  
(BELOW)




UNIT 1100

UNIT 1103





14TH STREET

-  COMMON ELEMENTS
-  RESIDENTIAL LIMITED COMMON ELEMENTS
-  COMMERCIAL/OFFICE LIMITED COMMON ELEMENTS

# ROOF PLAN

NORTH →





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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/7/2007 12:34:59.41



2007089801

**SECOND AMENDMENT TO THE  
DECLARATION AND MASTER DEED  
OF THE PAXTON CONDOMINIUM  
PROPERTY REGIME**

THIS SECOND AMENDMENT TO THE DECLARATION AND MASTER DEED OF THE PAXTON CONDOMINIUM PROPERTY REGIME is made this 2<sup>nd</sup> day of August, 2007, by Sharrock Parking, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

**RECITALS:**

WHEREAS, this Second Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime is executed and recorded pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, that was recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended by that Amendment to the Declaration and Master Deed of the Paxton Condominium Property Regime dated December 13, 2006, that was recorded in the Office of the Register of Deeds of Douglas County, Nebraska, on December 13, 2006, as Instrument Number 2006141078, and that First Amendment to the Declaration and Master Deed of the Paxton Condominium Property Regime dated April 3, 2007, that was recorded in the Office of the Douglas County Register of Deeds on April 10, 2007, Instrument No. 2007039936 (referred to herein collectively as the "Declaration"), and shall be recorded against the Units legally described on Exhibit A-1, attached hereto and incorporated herein by this reference.

WHEREAS, due to a scrivener's error, the First Amendment to the Declaration and Master Deed of the Paxton Condominium Property Regime inadvertently excluded the Ballroom Unit—Unit 200, and Units 704, 1100, 1101, 1103, 1200, G-100, G-140, 440 and 450 from the legal description set forth on "Exhibit A-1" attached thereto. Accordingly, pursuant to Section 14.3 of the Declaration, the Declarant desires to correct the First Amendment to the Declaration and Master Deed of the Paxton Condominium Property Regime by making the Ballroom Unit—Unit 200 and Units 704, 1100, 1101, 1103, 1200, G-100, G-140, 440 and 450 subject to the terms and conditions of the Declaration, as amended.

WHEREAS, the Declarant has determined that "Exhibit C" of the Declaration, as amended, requires an adjustment to more accurately reflect the Allocated Interests assigned to

10

TA-52825

each Unit pursuant to the terms and conditions of the Declaration. Accordingly, pursuant to Section 14.3 of the Declaration, the Declarant desires to amend the Declaration to correct the Allocated Interests assigned to each of the Units within the Condominium Property Regime as set forth on Exhibit C attached hereto and incorporated herein by this reference.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Definitions. Terms used in this Second Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.
2. Amendments. Pursuant to Section 14.3 of the Declaration, the Declaration is hereby amended as follows:
  - A. Ballroom Unit. The Ballroom Unit shall be legally described as Unit 200, The Paxton Condominium Property Regime, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended.
  - B. First Amendment to Declaration. The First Amendment to the Declaration and Master Deed of the Paxton Condominium Property Regime is hereby amended to include the following legally described Units within "Exhibit A-1", attached thereto:
 

Units 200, 704, 1100, 1101, 1103, 1200, G-100, G-140, 440, and 450, all within The Paxton Condominium Property Regime, a condominium property regime organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended.
  - C. Allocated Interests. Exhibit C of the Declaration is hereby repealed in its entirety and replaced with Exhibit C attached hereto and incorporated herein by this reference.
  - D. Roof Top Terraces. Roof Terrace 1100 shall be a Limited Common Element allocated exclusively for the use and benefit of the Owner of Unit 1100. In addition, the stair tower providing access to and from Unit 1100 to the roof of the Building shall be a Limited Common Element allocated exclusively for the use and benefit of the Owner of Unit 1100. Access to the stair tower, as described herein, shall be provided to Unit 1100 upon the completion of the improvements to the rooftop in substantial accordance with the plans and specifications submitted by the Owner of Unit 1100 and approved by the Association.
 

Roof Terrace 1101 shall be a Limited Common Element allocated exclusively for the use and benefit of the Owner of Unit 1101.

3.


Prior Amendment Superseded. The Amendment to the Declaration and Master Deed of the Paxton Condominium Property Regime dated December 13, 2006 and recorded December 13, 2006, as Instrument Number 2006141078, in the Office of the Register of Deeds of Douglas County, Nebraska, is hereby superseded in its entirety.

4. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment was approved by the Declarant on the day and year first written above.

DECLARANT:

SHAMROCK PARKING, LLC, a Nebraska  
limited liability company,

By:   
Michael T. Moylan, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Michael T. Moylan, Member of Shamrock Parking, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 2 day of August, 2007.

[Seal]

Sharon Dirks  
Notary Public



**EXHIBIT A-1**  
**LEGAL DESCRIPTION OF THE PAXTON**  
**CONDOMINIUM PROPERTY REGIME**

Units 102, 124, 136, 200, 204, 210, 214, 215, 216, 228, 230, 232, 234, 240, 300, 302, 306, 308, 310, 312, 400, 402, 404, 406, 408, 410, 412, 500, 504, 506, 508, 510, 512, 600, 602, 604, 606, 610, 612, 700, 702, 704, 706, 708, 710, 712, 800, 802, 804, 806, 808, 810, 812, 900, 902, 904, 906, 908, 910, 912, 1000, 1002, 1004, 1006, 1010, 1012, 1100, 1101, 1102, 1103, 1200, G-100, G140, 440, 450, and Parking Units B-01 through B-53, inclusive, Units 2-01 through 2-25, inclusive, and Parking Units 2-29 through 2-54, inclusive, Parking Units 3-01 through 3-54, inclusive, Parking Units 4-01 through 4-30, inclusive, and all Common Elements created by the Declaration and Master Deed of The Paxton Condominium Property Regime that was recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended.

## ALLOCATED INTEREST

Shamrock Development - Paxton Building & Paxton Professional Center  
Paxton Management Association - Allocation of Annual Expenses

	Total Annual Cost	Allocation % of Paxton REGIME	Allocation % of Paxton Building Building Common Costs	Allocation % of Commercial/ Office Units (% of Commercial Specific Common Costs)	Allocation % of Residential Units (% of Residential Specific Common Costs)
<b>PAXTON BUILDING (1403 Farnam Street):</b>					
<b>Main Floor</b>					
Commercial 102 - Chap House	7,734	3.8083%	6.4433%	32.8058%	
Commercial 124	2,334	1.1483%	1.9445%	9.5298%	
Commercial 136	3,501	1.7239%	2.9167%	14.8947%	
	13,569				
<b>2nd Floor Office</b>					
Offices #204	665	0.3078%	0.5207%	2.6580%	
Office #210	638	0.3142%	0.6515%	2.7143%	
Office #214	496	0.2437%	0.4124%	2.1056%	
Offices #215	855	0.3225%	0.6457%	2.7856%	
Office #216	745	0.3668%	0.6207%	3.1885%	
Offices #228	620	0.3003%	0.5166%	2.6377%	
Offices #230	1,010	0.4873%	0.8514%	4.2970%	
Offices #232	592	0.2820%	0.4622%	2.2633%	
Office #234	620	0.2961%	0.4522%	2.2123%	
Office #240	898	0.4422%	0.7481%	3.6205%	
	6,728				
<b>2nd Floor Ballroom - Suite #210</b>					
Ballroom: Total Square Footage**	0	1.5747%	2.6548%	13.6056%	
<b>3rd Floor</b>					
3 THE ROME - #300	1,646	0.8105%	1.3719%	1.7052%	
3 THE CASTLE - #302	2,727	1.3425%	2.2719%	2.8251%	
3 THE GRAND - #306	2,094	1.0311%	1.7445%	2.1894%	
3 THE WELLINGTON - #308	1,551	0.7687%	1.3005%	1.6172%	
3 THE ATLANTIC - #310	1,628	0.8037%	1.3647%	1.6946%	
3 THE FONTENELLE - #312	1,380	0.6795%	1.1497%	1.4287%	
	11,334				
<b>4th Floor</b>					
3 THE HERRISON - #400	1,560	0.7682%	1.2397%	1.6161%	
3 THE MILLARD - #402	1,070	0.5269%	0.8914%	1.1085%	
3 THE LOYAL - #404	1,355	0.6672%	1.1289%	1.4236%	
3 THE GRAND - #408	1,772	0.8726%	1.4768%	1.8386%	
1 THE WELLINGTON - #409	1,561	0.7687%	1.3406%	1.6172%	
1 THE CARLTON - #410	1,546	0.7613%	1.2800%	1.6016%	
3 THE FONTENELLE - #412	1,381	0.6649%	1.1589%	1.4411%	
	10,255				
<b>5th Floor</b>					
3 THE HERNDON-MILLARD - #500	2,300	1.1326%	1.9162%	2.3828%	
3 THE LOYAL - #504	1,555	0.6672%	1.1289%	1.4236%	
3 THE GRAND-MILLARD - #508	2,103	1.0353%	1.7520%	2.1787%	
3 THE WELLINGTON - #509	1,693	0.7689%	1.3005%	1.6172%	
3 THE CARLTON - #510	1,546	0.7613%	1.2800%	1.6016%	
3 THE FONTENELLE - #512	1,397	0.6849%	1.1589%	1.4411%	
	10,255				

Shamrock Development - Paxton Building & Paxton Professional Center  
Paxton Management Association - Allocation of Annual Expenses

PAXTON BUILDING (1403 Farnam Street):

	Total Annual Cost:	Allocation % of Paxton REGIME	Allocation % of Paxton Building Building Common Costs	Allocation % of Commercial/ Office Units (% share of Commercial Share of Common Costs)	Allocation % of Residential Units (% share of Residential Share of Common Costs)
<b>6th Floor</b>					
THE HERNDON - #600	1,560	0.7682%	1.2997%	1.8181%	1.8181%
THE MILLARD - #602	1,070	0.5289%	0.8914%	1.1085%	1.1085%
THE LOYAL - #604	1,355	0.6672%	1.1289%	1.4036%	1.4036%
THE GRAND - #606	2,839	1.3930%	2.3652%	2.9412%	2.9412%
THE CARLTON - #610	1,546	0.7613%	1.2860%	1.6016%	1.6016%
THE FONTENELLE - #612	1,885	0.9282%	1.5704%	1.9528%	1.9528%
	10,255				
<b>7th Floor</b>					
THE HERNDON - #700	1,560	0.7682%	1.2997%	1.6161%	1.6161%
THE MILLARD - #702	1,070	0.5289%	0.8914%	1.1085%	1.1085%
THE LOYAL - #704	1,355	0.6672%	1.1289%	1.4036%	1.4036%
THE GRAND - #706	1,772	0.8728%	1.4763%	1.8368%	1.8368%
THE WELLINGTON - #708	1,561	0.7687%	1.3005%	1.6172%	1.6172%
THE CARLTON - #710	1,546	0.7613%	1.2860%	1.6016%	1.6016%
THE FONTENELLE - #712	1,391	0.6849%	1.1589%	1.4411%	1.4411%
	10,255				
<b>8th Floor</b>					
THE HERNDON - #800	1,560	0.7682%	1.2997%	1.6161%	1.6161%
THE MILLARD - #802	1,070	0.5289%	0.8914%	1.1085%	1.1085%
THE LOYAL - #804	1,355	0.6672%	1.1289%	1.4036%	1.4036%
THE GRAND - #806	1,772	0.8728%	1.4763%	1.8368%	1.8368%
THE WELLINGTON - #808	1,561	0.7687%	1.3005%	1.6172%	1.6172%
THE CARLTON - #810	1,546	0.7613%	1.2860%	1.6016%	1.6016%
THE FONTENELLE - #812	1,391	0.6849%	1.1589%	1.4411%	1.4411%
	10,255				
<b>9th Floor</b>					
THE HERNDON - #900	1,560	0.7682%	1.2997%	1.6161%	1.6161%
THE MILLARD - #902	1,070	0.5289%	0.8914%	1.1085%	1.1085%
THE LOYAL - #904	1,355	0.6672%	1.1289%	1.4036%	1.4036%
THE GRAND - #906	1,772	0.8728%	1.4763%	1.8368%	1.8368%
THE WELLINGTON - #908	1,561	0.7687%	1.3005%	1.6172%	1.6172%
THE CARLTON - #910	1,546	0.7613%	1.2860%	1.6016%	1.6016%
THE FONTENELLE - #912	1,391	0.6849%	1.1589%	1.4411%	1.4411%
	10,255				
<b>10th Floor</b>					
THE HERNDON - #1000	1,560	0.7682%	1.2997%	1.6161%	1.6161%
THE MILLARD - #1002	1,070	0.5289%	0.8914%	1.1085%	1.1085%
THE LOYAL - #1004	1,355	0.6672%	1.1289%	1.4036%	1.4036%
THE GRAND - #1006	2,839	1.3930%	2.3652%	2.9412%	2.9412%
THE CARLTON - #1010	1,546	0.7613%	1.2860%	1.6016%	1.6016%
THE FONTENELLE - #1012	1,885	0.9282%	1.5704%	1.9528%	1.9528%
	10,255				
<b>10th Floor</b>					
THE HERNDON - #1000	1,560	0.7682%	1.2997%	1.6161%	1.6161%
THE MILLARD - #1002	1,070	0.5289%	0.8914%	1.1085%	1.1085%
THE LOYAL - #1004	1,355	0.6672%	1.1289%	1.4036%	1.4036%
THE GRAND - #1006	2,839	1.3930%	2.3652%	2.9412%	2.9412%
THE CARLTON - #1010	1,546	0.7613%	1.2860%	1.6016%	1.6016%
THE FONTENELLE - #1012	1,885	0.9282%	1.5704%	1.9528%	1.9528%
	10,255				
<b>11th &amp; 12th Floor Penthouses</b>					
Penthouse 1100	4,118	2.0278%	3.4308%	4.2662%	4.2662%
Penthouse 1101	3,135	1.5437%	2.6118%	3.2478%	3.2478%
Penthouse 1102	1,546	0.7613%	1.2860%	1.6016%	1.6016%
Penthouse 103	1,885	0.9282%	1.5704%	1.9528%	1.9528%
Penthouse 1200	3,022	1.4881%	2.5177%	3.1308%	3.1308%
	13,706				
<b>3rd - 12th</b>					
	96,578				
<b>FLOOR TOTALS (ACTUAL)</b>	120,031				
(Floors Total - COMMERCIAL/OFFICE/RESTAURANT)	23,505				
(Floors Total - RESIDENTIAL)	96,526				
<b>FLOOR TOTALS (FOR % CALCULATION)</b>	120,031	59.4050%	100.0000%	100.0000%	100.0000%







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2-28  
149-0-23-30077

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Register of Deeds, Douglas County, NE  
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**THIRD AMENDMENT TO THE  
DECLARATION AND MASTER DEED  
OF THE PAXTON CONDOMINIUM  
PROPERTY REGIME**

THIS THIRD AMENDMENT TO THE DECLARATION AND MASTER DEED OF THE PAXTON CONDOMINIUM PROPERTY REGIME is made this 7<sup>th</sup> day of JULY, 2009, by Shamrock Parking, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

**RECITALS:**

WHEREAS, this Third Amendment is pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended by that certain Amendment dated December 13, 2006, and recorded in the Office of the Douglas County Register of Deeds on December 13, 2006, Instrument No. 2006141078, as further amended by the First Amendment dated April 3, 2007, and recorded in the Office of the Douglas County Register of Deeds on April 10, 2007, Instrument No. 2007039936, as further amended by the Second Amendment dated August 2, 2007, and recorded in the Office of the Douglas County Register of Deeds on August 7, 2007, Instrument No. 2007089801 (referred to herein as the "Declaration"), and shall be recorded against the Units legally described on Exhibit A-1, attached hereto and incorporated herein by this reference.

WHEREAS, pursuant to Section 14.3 of the Declaration, the Declarant desires to amend the Declaration to comply with the requirements of the Federal National Mortgage Association and the Department of Housing and Urban Development.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Definitions. Terms used in this Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.
2. Amendments. Pursuant to Section 14.3 of the Declaration, the Declaration is hereby amended as follows:

RETURN TO:  
SPENCE TITLE SERVICES  
BOX 16.

Coursey TA-56059

- 2
- A. The first sentence of Section 10.9 (c) is hereby amended as follows: Any Eligible Mortgage Holder of a Condominium Unit shall not be liable for a ~~more than six (6) months of the~~ Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the Eligible Mortgage Holder.
- B. Section 11.1 (b) is hereby amended to include the following language:
- The Association shall also maintain Worker's Compensation insurance covering all employees and other persons required by applicable law, for all costs, statutory benefits and liabilities under the State of Nebraska Workers' Compensation Act and similar laws for employees of the Association.
- C. Section 11.1 (d) is hereby amended to include the following language:
- Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimate maximum of funds, including reserve funds, in the custody of the Association or the Management Agent, as the case may be, at any given time during the term of each bond; provided, however, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate Assessments on all Units, plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms of expression.
- D. Section 12.3 (a)(xi) is hereby amended, in its entirety, to read as follows:
- (xi) Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Sections 14.1 (a) and 14.1 (b), below.
- E. Section 14.1 (a) is hereby amended to require the vote of at least sixty-seven percent (67%) of the holders of Eligible Mortgages of the Units (based upon one (1) vote for each mortgage owned).
- F. Section 14.1 (b)(xv) is hereby amended as follows:
- (xv) The method of assessments described in this Declaration, including but not limited to assessment liens or subordination of such liens; or

G. Section 14.1 (b) is further amended to add the following provision(s):

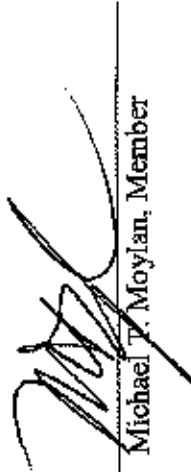
(xvii) Rights to use of the Common Elements;

(xix) Boundaries of any Residential Unit.

3. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this second amendment was adopted by the Members this 17<sup>th</sup> day of June, 2009.

SHAMROCK PARKING, LLC, a Nebraska limited liability company,

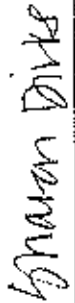
By:   
Michael T. Moylan, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Michael T. Moylan, Member of Shamrock Parking, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of JUNE, 2009.

[Seal]

  
Notary Public







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8 FEE 11.00 PAID 9-20-09

BOOK NO COMP NO

26 DEL NO NO

20 NO NO NO

20 NO NO NO

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
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**FOURTH AMENDMENT TO THE  
 DECLARATION AND MASTER DEED  
 OF THE PAXTON CONDOMINIUM  
 PROPERTY REGIME**

THIS FOURTH AMENDMENT TO THE DECLARATION AND MASTER DEED OF THE PAXTON CONDOMINIUM PROPERTY REGIME is made this 23<sup>rd</sup> day of October, 2009, by Sharrowk Parking, LLC, a Nebraska limited liability company (hereinafter referred to as the "Declarant").

**RECITALS:**

WHEREAS, this Fourth Amendment is pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended by that certain Amendment dated December 13, 2006, and recorded in the Office of the Douglas County Register of Deeds on December 13, 2006, Instrument No. 2006141078, as further amended by the First Amendment dated April 3, 2007, and recorded in the Office of the Douglas County Register of Deeds on April 10, 2007, Instrument No. 2007039936, as further amended by the Second Amendment dated August 2, 2007, and recorded in the Office of the Douglas County Register of Deeds on August 7, 2007, Instrument No. 2007089801, as further amended by the Third Amendment dated June 17, 2009, and recorded in the Office of the Douglas County Register of Deeds on July 6, 2009, Instrument No. 2009071052 (referred to herein collectively as the "Declaration"), and shall be recorded against the Units legally described on Exhibit A-1, attached hereto and incorporated herein by this reference.

WHEREAS, pursuant to Article XV of the Declaration, the Declarant desires to amend the Declaration to combine Units 1010 and 1012 into the new Unit 1010 within The Paxton Condominium Property Regime as set forth herein.

WHEREAS, pursuant to Article XV of the Declaration, the Declarant desires to amend the Plans of the Condominium Regime to depict the newly created Unit within the Condominium Regime.

RETURN TO:  
**FULLENKAMP, DOYLE & JOBEUN**  
 11440 WEST CENTER ROAD  
 OMAHA, NEBRASKA 68144-4482  
 ATTN: Glenn M. Johnson

WHEREAS, pursuant to Article XV of the Declaration, the Declarant desires to amend Exhibit C to reallocate the Allocated Interests of Units 1010 and 1012 into the new Unit 1010 within the Condominium Regime.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

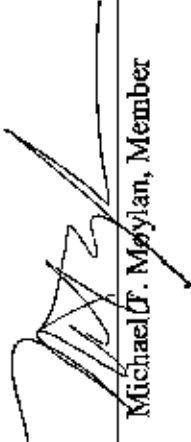
1. Definitions. Terms used in this Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.
2. Amendments. Pursuant to Article XV of the Declaration, the Declarant hereby amends the Declaration as follows:
  - A. Creation of New Unit. The Declaration is hereby amended to create the new Unit 1010 (being a combination of Units 1010 and 1012, as legally described in the Declaration), as shown on Exhibit B-1 attached hereto and incorporated herein by this reference. Accordingly, the Plans are hereby amended by including Exhibit B-1 attached hereto and incorporated herein by this reference. Legal title to Unit 1010 shall be vested in the name of Shamrock Parking, LLC, a Nebraska limited liability company.
  - B. Allocated Interests. Exhibit C of the Declaration is hereby amended by reallocating the Allocated Interest assigned to Units 1010 and 1012 to the new Unit 1010, and adjusting the Allocated Interests of the Units within the Paxton Building to account for the creation of the new Unit 1010.
3. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment was executed by the Declarant, pursuant to Article XV of the Declaration this 23<sup>rd</sup> day of October, 2009.

*[Signatures on Following Page]*

WMA

SHAMROCK PARKING, LLC, a Nebraska  
limited liability company,

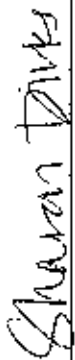
By:   
Michael F. Moylan, Member

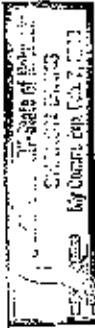
STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public, in and for said county and state, personally came Michael T. Moylan, Member of Shamrock Parking, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 22 day of October, 2009.

[Seal]

  
Notary Public





**EXHIBIT A-1**  
**LEGAL DESCRIPTION OF THE PAXTON**  
**CONDOMINIUM PROPERTY REGIME**

Units 102, 124, 136, 200, 204, 210, 214, 215, 216, 228, 230, 232, 234, 240, 300, 302, 306, 308, 310, 312, 400, 402, 404, 406, 408, 410, 412, 500, 504, 506, 508, 510, 512, 600, 602, 604, 606, 610, 612, 700, 702, 704, 706, 708, 710, 712, 800, 802, 804, 806, 808, 810, 812, 900, 902, 904, 906, 908, 910, 912, 1000, 1002, 1004, 1006, 1010, 1100, 1101, 1102, 1103, and 1200 all within The Paxton Building and Parking Units B-01 through B-53 inclusive, Parking Units 2-01 through 2-25, inclusive, and Parking Units 2-29 through 2-54, inclusive, Parking Units 3-01 through 3-54; inclusive, Parking Units 4-01 through 4-30; inclusive, G-100, G-140, 440 and 450 all within the Parking Facility, and all Common Elements created by the Declaration and Master Deed of The Paxton Condominium Property Regime that was recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877.

1/10/07

EXHIBIT "C"

PAXTON BUILDING (1483 Fairham Street):

	Allocation % of Paxton REGIME	Allocation % of Paxton Building Common (Share of Paxton Building Common Costs)	Allocation % of Commercially Office Units (Share of Commercially Office Units Costs)	Allocation % of Residential Units (Share of Residential Specific Common Costs)
<b>Main Floor</b>				
Commercial 102	3.8010%	6.4223%	32.6039%	
Commercial 124	1.1471%	1.8882%	9.9288%	
Commercial 136	1.7206%	2.9072%	14.8947%	
136 A - Basement Space *	0.0000%	0.0000%		
Street				
7.734				
2.334				
3.501				
6.582				
20.161				

**2nd Floor Office**

Office #204 (fka: "220")	0.3072%	0.5190%	2.6590%	
Office #210 (fka: "214 B")	0.3136%	0.5288%	2.7143%	
Office #214 (fka: "214A")	0.2403%	0.4119%	2.1059%	
Office #216	0.3219%	0.5439%	2.7968%	
Office #216	0.3661%	0.6186%	3.1985%	
Office #228	0.3047%	0.5148%	2.6377%	
Office #230	0.4864%	0.8377%	4.2870%	
Office #232	0.2815%	0.4418%	2.2653%	
Office #234	0.2558%	0.4318%	2.2123%	
Office #240	0.4418%	0.7457%	3.8205%	
6.798				

**2nd Floor Ballroom**

Ballroom Total Square Footage**				
3,198				
Footage Utilized for calculating Association Shares (SQF)	1,571.7%	2,659.0%	13,605.9%	

**3rd Floor**

1 THE ROME - #300	0.8089%	1.3665%	1.6863%	
1 THE CASTLE - #302	1.3402%	2.2646%	2.8137%	
1 THE GRAND - #306	1.0281%	1.7968%	2.1696%	
1 THE WELLINGTON - #308	0.7872%	1.2963%	1.6106%	
1 THE ATLANTIC - #310	0.7891%	1.3502%	1.6777%	
1 THE FONTENELLE - #312	0.8732%	1.4680%	1.8299%	
11,034				

**4th Floor**

1 THE HERNDON - #400	0.7667%	1.2954%	1.6086%	
1 THE MELLARD - #402	0.5259%	0.8686%	1.1040%	
1 THE LOYAL - #404	0.6689%	1.1252%	1.3981%	
1 THE GRAND - #406	0.8709%	1.4715%	1.8283%	
1 THE WELLINGTON - #408	0.7672%	1.2963%	1.6106%	
1 THE CARLTON - #410	0.7588%	1.2836%	1.5951%	
1 THE FONTENELLE - #412	0.8836%	1.4551%	1.8352%	
10,256				

**5th Floor**

1 THE HERNDON/MELLARD - #500	1.1304%	1.8059%	2.3791%	
1 THE LOYAL - #504	0.6658%	1.1252%	1.3981%	
1 THE GRAND-MELLARD - #506	1.0330%	1.7463%	2.1999%	
1 THE WELLINGTON - #508	0.7672%	1.2983%	1.6106%	
1 THE CARLTON - #510	0.7588%	1.2836%	1.5951%	
1 THE FONTENELLE - #512	0.8836%	1.4551%	1.8352%	
10,256				

**6th Floor**

1 THE HERNDON - #600	0.7667%	1.2884%	1.6086%	
1 THE MELLARD - #602	0.5259%	0.8686%	1.1040%	
1 THE LOYAL - #604	0.6689%	1.1252%	1.3981%	
1 THE GRAND - #606	0.8689%	1.4551%	1.8352%	
1 THE CARLTON - #610	0.7588%	1.2638%	1.5951%	
1 THE FONTENELLE - #612	0.8264%	1.3653%	1.7449%	
10,256				

EXHIBIT 'C'

PAXTON BUILDING (1403 Fernam Street):

	Allocation % of Paxton REGIME	Allocation % of Paxton Building Common Costs	Allocation % of Commercial/ Office Units (% share of Commercial-Specific Common Costs)	Allocation % of Residential Units (% share of Residential-Specific Common Costs)
<b>7th Floor</b>				
1 THE HERNDON - #700	0.7667%	1.2954%		1.9096%
1 THE MILLARD - #702	0.6259%	0.8885%		1.1040%
1 THE LOYAL - #704	0.6659%	1.1252%		1.8981%
1 THE GRAND - #706	0.8709%	1.4715%		1.8283%
1 THE WELLINGTON - #708	0.7672%	1.2663%		1.6106%
1 THE CARLTON - #710	0.7598%	1.2638%		1.5951%
1 THE FONTENELLE - #712	0.8835%	1.1551%		1.4352%
10,255				
<b>8th Floor</b>				
1 THE HERNDON - #800	0.7667%	1.2954%		1.9096%
1 THE MILLARD - #802	0.6259%	0.8885%		1.1040%
1 THE LOYAL - #804	0.6659%	1.1252%		1.3681%
1 THE GRAND - #806	0.8709%	1.4715%		1.8283%
1 THE WELLINGTON - #808	0.7672%	1.2663%		1.6106%
1 THE CARLTON - #810	0.7598%	1.2638%		1.5951%
1 THE FONTENELLE - #812	0.8835%	1.1551%		1.4352%
10,255				
<b>9th Floor</b>				
1 THE HERNDON - #900	0.7667%	1.2954%		1.9096%
1 THE MILLARD - #902	0.6259%	0.8885%		1.1040%
1 THE LOYAL - #904	0.6659%	1.1252%		1.3681%
1 THE GRAND - #906	0.8709%	1.4715%		1.8283%
1 THE WELLINGTON - #908	0.7672%	1.2663%		1.6106%
1 THE CARLTON - #910	0.7598%	1.2638%		1.5951%
1 THE FONTENELLE - #912	0.8835%	1.1551%		1.4352%
10,255				
<b>10th Floor</b>				
1 THE HERNDON - #1000	0.7667%	1.2954%		1.9096%
1 THE MILLARD - #1002	0.6259%	0.8885%		1.1040%
1 THE LOYAL - #1004	0.6659%	1.1252%		1.3681%
1 THE GRAND - #1006	0.8709%	1.4715%		1.8283%
1 THE WELLINGTON - #1008	0.7672%	1.2663%		1.6106%
1 THE CARLTON - #1010	0.7598%	1.2638%		1.5951%
1 THE FONTENELLE - #1012	0.8835%	1.1551%		1.4352%
10,246				
<b>11th &amp; 12th Floor Penthouses</b>				
1 Penthouse 1100	2.0238%	3.4156%		4.2489%
1 Penthouse 1101	1.5407%	2.6033%		3.2347%
1 Penthouse 1102	0.7598%	1.2638%		1.5951%
1 Penthouse 1103	0.9264%	1.5963%		1.9449%
1 Penthouse 1200	1.4852%	2.5095%		3.1181%
13,706				
<b>3rd - 12th</b>				
96,919		130,214		
96,919		33,295		
		96,919		
96,919		120,424	100.0000%	100.0000%
<b>FLOOR TOTALS (ACTUAL):</b>				
(Floors Total - COMMERCIAL/OFFICE/RESTAURANT):				
(Floors Total - RESIDENTIAL):				
<b>FLOOR TOTALS (FOR % CALCULATIONS):</b>				

Exhibit "C"

**PAXTON BUILDING (1403 Farnham Street):**

Allocation % of Paxton Building Building Common Costs	Allocation % of Paxton REGIME	Allocation % of Commercial Offices Units (Number of Commercial Specific Common Costs)	Allocation % of Residential Units (Number of Residential Specific Common Costs)
---	-------------------------------	---	---

**PAXTON PROFESSIONAL CENTER (Re "Garage") (1414 Hamey Street)**

SqFt	Allocation % of Paxton REGIME	Allocation % of Professional Center	# Stalls:
------	-------------------------------	-------------------------------------	-----------

**Basement Level - Underground Stalls (PA) (1063sqft Parking Limited Common Elements: 18,475sqft Parking)**

Parking Limited Common Elements	1,063				
Parking Spaces	16,475	9.0728%	22.2456%	53	\$18.01
<b>Total Basement Level:</b>	<b>19,528</b>			<b>53</b>	

**Ground Floor - Commercial Level (PB)**

Parking Limited Common Elements (Includes Ramps & Retail (G-140 (324 S. 14th Street)	11,186	0.0000%	0.0000%	0	
Bank (G-100 (1402 Hamey Street))	2,178	1.0704%	2.6226%	-	
	6,152	3.0235%	7.4078%	-	
<b>Total Ground Floor:</b>	<b>19,528</b>			<b>12</b>	

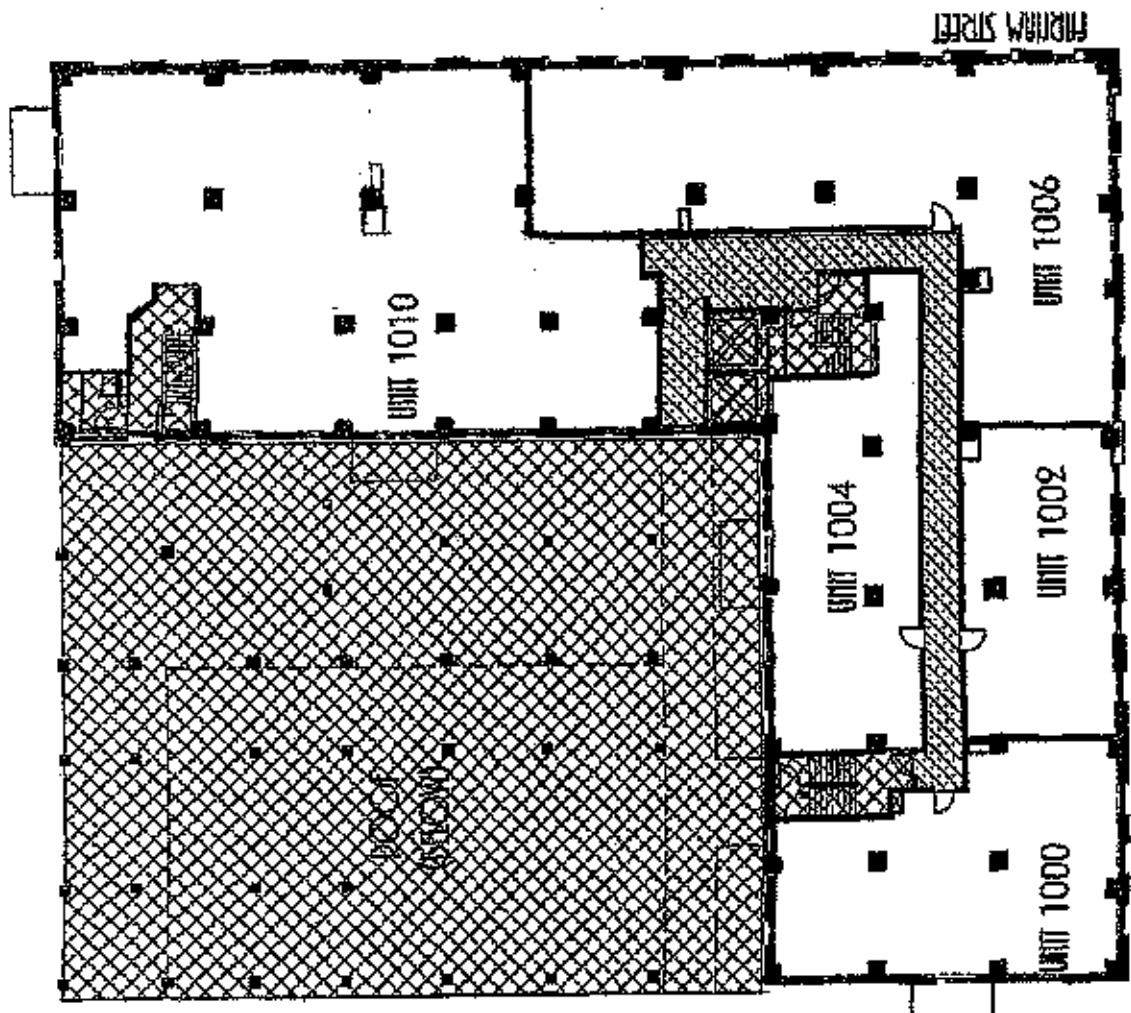
**2nd & 3rd Floors - Above Ground Covered (PG & PD) (408sqft Parking**

Parking Limited Common Elements (for 2 floors)	812				
"Kehm's Parking Spaces" (Qty (3))	1,361	0.0000%	0.0000%	3	
Parking Spaces - 2-South (Upper) & 2-North (Lower)	18,037	8.8646%	21.7183%	51	
Parking Spaces - 3-South (Upper) & 3-North (Lower)	18,122	9.2673%	23.0247%	64	
<b>Total 2nd &amp; 3rd Floors:</b>	<b>39,096</b>			<b>108</b>	

**4th Floor - Open Level Stalls (PE) (442sqft Parking Limited Common Elements: 8,848sqft Parking)**

Parking Limited Common Elements	442				
Parking Spaces - 4-North (Lower)	9,889	4.8404%	11.6591%	30	
1414 Hamey St #440 (East unit)	3,861	1.9123%	4.6651%	-	
1414 Hamey St #450 (West unit)	5,346	2.6274%	6.4371%	-	
<b>Total 4th Floor:</b>	<b>19,528</b>			<b>30</b>	

<b>Subtotal - Parking Limited Common Elements</b>	<b>13,505</b>	<b>0.0000%</b>	<b>0.0000%</b>	<b>3</b>	
<b>SubTotal - Retail &amp; Commercial</b>	<b>17,567</b>	<b>2.1523%</b>	<b>2.1523%</b>	<b>-</b>	
<b>SubTotal - Parking</b>	<b>86,588</b>	<b>78.8477%</b>	<b>78.8477%</b>	<b>203</b>	
<b>Total:</b>	<b>97,640</b>	<b>40.8701%</b>	<b>100.0000%</b>	<b>203</b>	
Total over all "Parking Limited Common Elements", "Bank 12", & "Kehm's" level sq	<b>63,050</b>			<b>182</b>	



14TH STREET  
10TH FLOOR

COMMON ELEMENTS  
 UNITS COMMON ELEMENTS

OR PLANS





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**FIFTH AMENDMENT TO THE  
DECLARATION AND MASTER DEED  
OF THE PAXTON CONDOMINIUM  
PROPERTY REGIME**

THIS FIFTH AMENDMENT TO THE DECLARATION AND MASTER DEED OF THE PAXTON CONDOMINIUM PROPERTY REGIME was adopted and approved this 8<sup>th</sup> day of April, 2013, by The Paxton Condominium Association, Inc., a Nebraska Nonprofit corporation (hereinafter referred to as the "Association").

**RECITALS:**

WHEREAS, this Fifth Amendment is pursuant to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006, and recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended by that certain Amendment dated December 13, 2006, and recorded in the Office of the Douglas County Register of Deeds on December 13, 2006, Instrument No. 2006141078, as further amended by the First Amendment dated April 3, 2007, and recorded in the Office of the Douglas County Register of Deeds on April 10, 2007, Instrument No. 2007039936, as further amended by the Second Amendment dated August 2, 2007, and recorded in the Office of the Douglas County Register of Deeds on August 7, 2007, Instrument No. 2007089801, as further amended by the Third Amendment dated June 17, 2009, and recorded in the Office of the Douglas County Register of Deeds on July 6, 2009, Instrument No. 2009071052, as further amended by the Fourth Amendment dated October 23, 2009, and recorded in the Office of the Douglas County Register of Deeds on October 29, 2009, Instrument No. 2009116677 (referred to herein as the "Declaration"), and shall be recorded against the Units legally described on Exhibit A-1, attached hereto and incorporated herein by this reference.

WHEREAS, the Declaration, as originally recorded, restricted any signage within the Condominium Property Regime except as permitted in Exhibit "D" to the Declaration. Further, the Declaration grants the Board of Directors certain rights to adopt Development Guidelines from time to time and to review signage for the Commercial/Office Units as set forth in Exhibit "D" unless such signage is consistent with Exhibit "D". Notwithstanding the foregoing, it has been determined by the Board of Directors that Exhibit "D" was inadvertently omitted from the Declaration as recorded.

RETURN TO:

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: Leah DeBoer

WHEREAS, the Board of Directors desire to amend the Declaration to include Exhibit "D" as part of the Declaration as originally intended.

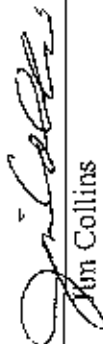
NOW, THEREFORE, the Association does hereby amend the Declaration as follows:

1. Definitions. Terms used in this Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.
2. Amendment. The Declaration is hereby amended to include Exhibit "D" Sign Criteria, which is attached hereto, as originally intended.
3. Indexing. This Fifth Amendment to the Declaration shall be recorded and indexed against all of the Units legally described on Exhibit "A-1" attached hereto.
4. No Other Amendments. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment was adopted by the Board of Directors this 8 day of April, 2013

ASSOCIATION:

THE PAXTON CONDOMINIUM ASSOCIATION, INC., a Nebraska non-profit corporation,

By:   
Its: Jim Collins  
President

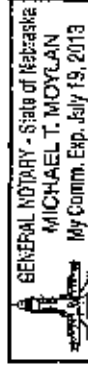
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public, in and for said county and state, personally came Jim Collins, President of The Paxton Condominium Association, Inc., a Nebraska nonprofit Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 8<sup>th</sup> day of April, 2013.

[Seal]

  
Notary Public





**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION OF UNITS**  
(See attached)

Units 102, 124, 136, 200, 204, 210, 214, 215, 216, 228, 230, 232, 234, 240, 300, 302, 306, 308, 310, 312, 400, 402, 404, 406, 408, 410, 412, 500, 504, 506, 508, 510, 512, 600, 602, 604, 606, 610, 612, 700, 702, 704, 706, 708, 710, 712, 800, 802, 804, 806, 808, 810, 812, 900, 902, 904, 906, 908, 910, 912, 1000, 1002, 1004, 1006, 1010, 1100, 1101, 1102, 1103, 1200, G-100, G140, 440, 450, and Parking Units B-01 through B-53, inclusive, Units 2-01 through 2-25, inclusive, and Parking Units 2-29 through 2-54, inclusive, Parking Units 3-01 through 3-54, inclusive, Parking Units 4-01 through 4-30, inclusive, and all Common Elements created by the Declaration and Master Deed of The Paxton Condominium Property Regime that was recorded in the Office of the Douglas County Register of Deeds on October 20, 2006, Instrument No. 2006120877, as amended.

## EXHIBIT "D"

### COMMERCIAL UNIT SIGN CRITERIA

The purpose of the sign criteria is to establish standards and guidelines for design, fabrication and installation of signage for the main floor of the Condominium Property Regime.

#### GENERAL REQUIREMENTS:

1. Any owner, tenant or subtenant (hereinafter an "Occupant") that desires to install a sign within the Condominium Property Regime shall be responsible for all costs associated with the design, installation, permit and approvals of such signage. The Occupant shall submit to the Board of Directors of the Association copies of fabrication drawings for the Board's prior review and approval unless the proposed signage is consistent with the criteria established by this Exhibit "D", in which case the proposed signage shall be permitted. These drawings must show: (i) the proposed signage elevation on the entire frontage of the building the Occupant intends to occupy; and (ii) complete specifications describing the method of assembly, installation and electrical components used.
2. Signs must be illuminated signs and shall be wired back to the Occupant's electrical panel. Signs must be individual mounted letters or shapes without a sign background.
3. The following are prohibited, without previous written approval of the Board of Directors of the Association:
  - a. Flashing or blinking sign.
  - b. Exposed electrical boxes, conduit, raceways, or transformers.
  - c. Descriptions of services, products or merchandise other than the Occupant's trade name.
  - d. Banners, flags or pennants.
  - e. Trailer signs or box type signs and marquee type signs.
  - f. Projecting signs, roof signs or animated or audible devices.
  - g. No paper, cloth, cardboard, wood or similar signs shall be applied to any store front or window.
4. All signs shall be maintained in working condition and in a good appearance and illumination, and the Owner shall be responsible for any penetrations, leaks or damage caused by the sign to Condominium Property Regime.
5. All signs shall be in conformance with these criteria and overall design quality. Approval or disapproval of signs based on aesthetics of design shall remain in the sole discretion of the owner of the respective Commercial/Office Units if consistent with this Exhibit "D". All signs must be placed within the signage area as indicated on the attached drawings, unless approved in writing by the Board of Directors of the Association.
6. No signs may be placed in the windows or in a position to be viewed from the street on the second floor of the Commercial/Office Units or any Residential Units.

#### CONFIGURATION:

1. Sign shall be in the form of individual, full metal channel letters with colored translucent plastic face with trim caps, illuminated from the interior, mounted to buildings.
2. The overall length of the sign shall not exceed three feet in height (3 feet) and the sign must be centered vertically within the sign band, and shall also be centered on the sign bank between side leased lines. The sign area square footage shall not exceed 75% of the total length of the leased frontage.
3. Maximum sign height is 36 inches from top to bottom. Signs will be a minimum of 4 inches deep and a maximum of 6 inches deep.
4. All fasteners, screws, bolts and spacers used in fabrication of sign shall be non-ferrous and/or non-corrosive.
5. Sign shall be attached to fascia with lag screws into lead expansion shields with spacers keeping sign at least one inch away from the fascia. Wiring from letters shall pass first through conduit, through the fascia to the transformer located behind the fascia or parapet wall. From the transformers, wiring will then go through rigid thick wall conduit to the tenant's electrical panel. Where facade is penetrated for mounting and conduit, these penetrations shall be made weather tight by the sign contractor.



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**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made and entered into this 30 day of October, 2008 by and between Shamrock Parking, LLC, a Nebraska limited liability company ("Seller") and Paxton Real Estate, LLC, a Nebraska limited liability company ("Buyer").

WHEREAS, Seller owns certain condominium units legally described as Unit 200, a/k/a Ballroom 1 (the "Ballroom Unit"), Unit 102 ("Unit 102"), and Unit 136 ("Unit 136") in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium regime organized under the laws of the State of Nebraska, in the City of Omaha, Douglas County, Nebraska, pursuant to a Declaration and Master Deed of The Paxton Condominium Property Regime dated October 6, 2006, filed October 20, 2006, as Instrument No. 2006120877, as amended by Amendment dated December 13, 2006, filed December 13, 2006, as Instrument No. 2006141078, and as further amended by First Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated April 3, 2007, filed April 10, 2007, as Instrument No. 2007039936, and as further Amended by Second Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated August 2, 2007, filed August 7, 2007, as Instrument No. 2007089801 all of the Records of Douglas County, Nebraska; and

WHEREAS, contemporaneously with the execution hereof, Seller has sold and conveyed to Buyer the Ballroom Unit; and

WHEREAS, as a condition of the sale of the Ballroom Unit, Buyer and Seller agreed to impose certain use and development restrictions on Unit 102, Unit 123, and Unit 136 (collectively, the "Restricted Units"); and

WHEREAS, Buyer and Seller are entering into this Declaration to memorialize such use and development restrictions.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Buyer and the Seller hereby declare, covenant and agree as follows:

1. **DECLARATION.** Each and every one of these restrictive covenants is for the benefit of Buyer as the owner of the Ballroom Unit, and its successors or assigns. Each and every one of these restrictive covenants shall pass with the Restricted Units, or any portion thereof, and shall bind each and every owner thereof or of any interest therein, and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of the Restricted Units. All of the restrictive covenants imposed upon the Restricted Units are to be construed as restrictive covenants running with the land and with each and every part thereof.

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2. PROHIBITED USES. No portion of the Restricted Units shall be leased or used as a banquet hall, catering facility, meeting facility, or other use that would compete, directly or indirectly, with the use of the Ballroom Unit ("Prohibited Uses"), provided, however, that nothing herein shall apply to any Restricted Unit to the extent Prohibited Uses would be allowed under any existing leases for such Restricted Unit, which are in effect as of the date of this Declaration, during the term of such existing lease. Once such leases expire, any occupant or tenant thereof shall be barred from using any such Restricted Unit for Prohibited Uses. Seller shall not extend the term of any such leases beyond the current term and any existing option periods that are validly exercised. Notwithstanding any provision contained herein to the contrary, this Declaration shall not prohibit the Restricted Unit from being used as a restaurant that has a catering service or meeting room as an incidental use to its primary business operation as a restaurant.

3. REMEDIES FOR VIOLATIONS. Upon a violation or breach of any of the restrictive covenants set forth herein, the then current owner of the Ballroom Unit shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

4. TERM AND EXTENSIONS; AMENDMENT.

(a) This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect for a period of twenty-five (25) years, commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Notwithstanding any provision contained herein to the contrary, in the event the Ballroom Unit has not been used as a banquet hall, catering facility or meeting facility for more than 360 consecutive days (except during the initial construction period or periods of remodeling or restoration due to casualty), this Declaration shall terminate and be of no further force or effect.

(b) This Declaration may only be modified, amended or terminated by a written amendment signed by the then current fee simple owner of the Restricted Units and the then current fee simple owner of the Ballroom Unit.

5. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH. It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

6. RULE AGAINST PERPETUITIES. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

7. WAIVER. No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the restrictive covenants herein contained, shall be construed as a waiver thereof or acquiescence therein.

8. SEVERABILITY. In the event any one or more of the foregoing restrictive covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other restrictive covenants not specifically declared to be void or unenforceable, but all of the remaining restrictive covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

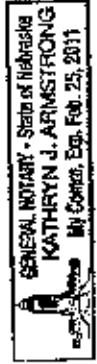
IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

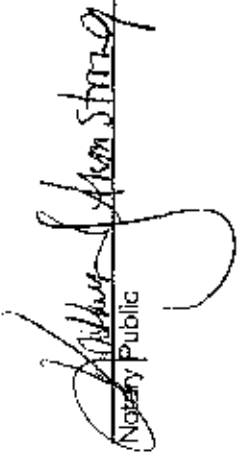
PAXTON REAL ESTATE, LLC, a Nebraska  
limited liability company

By:   
Brian Kobs, member

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 30 day of October, 2008, by Brian Kobs, a member of Paxton Real Estate, LLC, a Nebraska limited liability company, on behalf of the company.



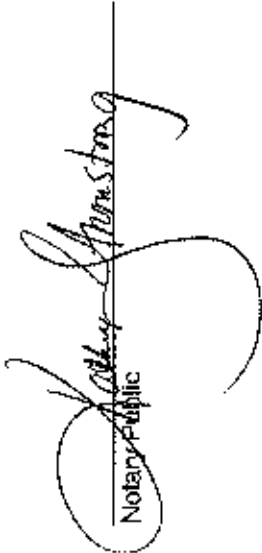
  
Notary Public

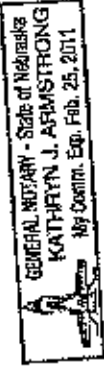
SHAMROCK PARKING, LLC, a Nebraska  
limited liability company

  
By: \_\_\_\_\_  
Mike Moylan, manager

STATE OF NEBRASKA     }  
  } ss  
COUNTY OF DOUGLAS    }

The foregoing instrument was acknowledged before me this 30 day of October 2008, by Mike Moylan, the manager of Shamrock Parking, LLC, a Nebraska limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Notary Public

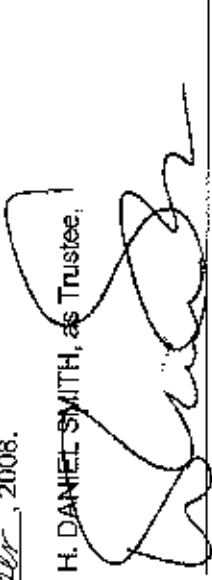


**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, H. Daniel Smith, as Trustee, and Mutual of Omaha LoanPro, L.L.C., a Nebraska limited liability company, Beneficiary, under those certain Deeds of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement filed as Instrument Nos. 2007116308, 2007116309, 2007116311, and 2008005151 in the of the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing Access Easement Agreement (the "Easement") such that each of the Deeds of Trust shall be subject to said Easement, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing Easement.

Executed this 29<sup>th</sup> day of October, 2008.

H. DANIEL SMITH, as Trustee,

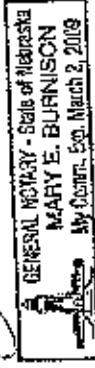


STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me on this 29<sup>th</sup> day of October, 2008, by H. Daniel Smith, as Trustee.



Mary E. Burnison  
Notary Public

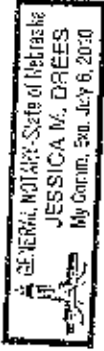


MUTUAL OF OMAHA LOANPRO, L.L.C., a  
Nebraska limited liability company, as Beneficiary

By: [Signature]  
Name: TOD ELLIS  
His: VP.

STATE OF NEBRASKA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of October,  
2008, by Tod Ellis, as Vice President of Mutual of  
Omaha LoanPro, L.L.C., a Nebraska limited liability company, as Beneficiary, on behalf of said  
company.



[Signature]  
Notary Public





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**DECLARATION OF RESTRICTIONS**

**August** THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made this 6<sup>th</sup> day of **July** 2010, by Shamrock Parking, L.L.C., a Nebraska limited liability company (referred to herein as "Seller"), and LAM Management, LLC, a Nebraska limited liability company, as successor-in-interest to Tu Nguyen (referred to herein as "Buyer").

**RECITALS**

WHEREAS, contemporaneously with the execution of this Declaration, Buyer acquired from Seller ownership of the following legally described condominium unit, to-wit:

Unit G-140 and Parking Unit P2-15, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877, as amended by Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated December 13, 2006 and recorded December 13, 2006, as Instrument No. 2006141078, and further amended by First Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated April 3, 2007 and recorded April 10, 2007, as Instrument No. 2007039936, and further amended by Second Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated August 2, 2007 and recorded August 7, 2007, as Instrument No. 2007089801, and further amended by Third Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated June 17, 2009 and recorded July 6, 2009, as Instrument No. 2009071052, and further amended by Fourth Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 23, 2009 and recorded October 29, 2009, as Instrument No. 2009116677, all of the Records of Douglas County, Nebraska (referred to as the "Restricted Property"); and

WHEREAS, as a condition precedent to such acquisition, Buyer and Seller agreed to execute and exchange this Declaration to evidence their agreement and understanding with respect to the use of the Restricted Property, as covenants running with the land.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. Restricted Property. Buyer agrees that for a period of twenty (20) years after the date hereof, the Restricted Property shall be used and occupied solely for either: (1) general office activities; or (2) the business of a full service restaurant serving lunch and/or dinner only, which use may include the sale of alcohol. In no event shall the Restricted Property be used for any other purpose including a night club, bar, dance club or any other adult entertainment venue regardless of whether or not such establishment shall sell food. Nothing in this Declaration requires, or shall be construed to require, Buyer or any successor thereto to continuously operate a restaurant or office in the Restricted Property, or to operate for any specified hours or period of time.
2. Maintenance of Venting System. Buyer shall be responsible for maintaining, cleaning and repairing the venting system related to the restaurant operations within the Restricted Property at its own cost and expense. Buyer further acknowledges that in the event that Buyer fails to maintain, clean and/or repair the venting system in a good and safe condition, the Paxton Condominium Association, Inc., acting through its Board of Directors (the "Board"), has the right to contract for such maintenance and/or repairs and assess the Restricted Property in accordance with the Declaration and Master Decd of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877, as amended.
3. Special Permitted Uses. Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if approved in writing by the Seller, and, upon relinquishment of the Seller's rights, by the Board and if permitted by the ordinances, codes, regulations and requirements of the City of Omaha. Any approval or disapproval shall be in the sole and absolute discretion of the Seller, and, upon relinquishment of the Seller's rights, by the Board.
4. Compliance With Laws. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Restricted Property which is in violation of any applicable governmental law, regulation, rule, ordinance or code, including without limitation all zoning and other ordinances, regulations and codes of the City of Omaha.
5. Covenants to Run with Land. It is intended that each of the restrictions set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives for a period of twenty (20) years after the date hereof.
6. Governing Law. This Declaration is declared to have been made under the laws of

the State of Nebraska.

7. Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of the Board, evidenced by a document that has been fully executed and acknowledged by such party and recorded in the office of the Register of Deeds of Douglas County, Nebraska.

8. Remedies and Enforcement.

8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the owner of any portion the Restricted Property, or such owner's tenants or their employees, agents, contractors, customers, invitees, or licensees, of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of the Restricted Property made in good faith for value. The covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of any portion of the Restricted Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9. No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

10. Severability. Each provision of this Declaration and the application thereof are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

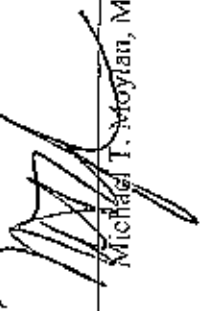
11. Indexing of this Declaration. This Declaration shall be recorded and indexed only against the Restricted Property described above and as set forth on Exhibit A attached hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the day and year first above written.

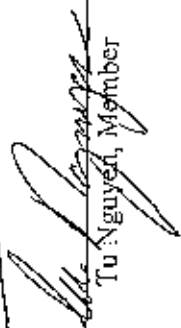
**SELLER:**

SHAMROCK PARKING, L.L.C.,  
a Nebraska limited liability company

By:   
Michael T. Moylan, Member

**BUYER:**

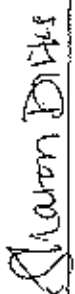
LAM Management, LLC, a Nebraska limited liability company

By:   
Tu Nguyen, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

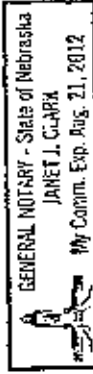
The above and foregoing instrument was acknowledged before me this 6 day of July, 2010 August  
by Michael T. Moylan, a member of Shamrock Parking, L.L.C., a Nebraska limited liability company,  
on behalf of said limited liability company.



  
Notary Public  
Commission Expires: 2-7-14

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The above and foregoing instrument was acknowledged before me this 6 day of July, August  
2010 by Tu Nguyen, a member of LAM Management, LLC, a Nebraska limited liability company,  
on behalf of said limited liability company.



  
Notary Public  
Commission Expires: 8-21-2012

EXHIBIT A

Legal Description of Restricted Property

Unit G-140 and Parking Unit P2-15, in THE PAXTON CONDOMINIUM PROPERTY REGIME, a condominium organized under the laws of the State of Nebraska, in the City of Omaha, in Douglas County, Nebraska, pursuant to Declaration and Master Deed of The Paxton Condominium Property Regime dated October 16, 2006 and recorded October 20, 2006, as Instrument No. 2006120877, as amended by Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated December 13, 2006 and recorded December 13, 2006, as Instrument No. 2006141078, and further amended by First Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated April 3, 2007 and recorded April 10, 2007, as Instrument No. 2007039936, and further amended by Second Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated August 7, 2007 and recorded August 7, 2007, as Instrument No. 2007089801, and further amended by Third Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated June 17, 2009 and recorded July 6, 2009, as Instrument No. 2009071052, and further amended by Fourth Amendment to the Declaration and Master Deed of The Paxton Condominium Property Regime dated October 23, 2009 and recorded October 29, 2009, as Instrument No. 2009116677, all of the Records of Douglas County, Nebraska.