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CONDOMINIUM DECLARATION

King Dan, LLC, a Nebraska limited liability company ("Declarant"), creates a condominium this 10 day of August, 2009 in the manner established by the Nebraska Condominium Act (the "Act"), by execution and recording of this Condominium Declaration (this "Declaration").

1. Names. The name of the Condominium is **King's Crossing Condominium**, a condominium (the "Condominium"). The name of the association is **King's Crossing Condominium Association**, a Nebraska nonprofit corporation (the "Association").

2. Description. The Condominium is situated in Lancaster County, located generally a block south of the southeast corner of North 27th and Superior Streets, Lincoln, Nebraska, on the real estate legally described on the attached Exhibit A, page 2 of 2 (the "Property").

3. General Description; Identification of Units; Reserved Declarant Rights to Create Additional Units. Initially, there shall be five units in the Condominium: Unit 1, Unit 2, Unit 5, Unit 6, and Unit 8 (each a "Unit" and collectively the "Units").

3.1. Plats and Plans. Attached to this Declaration are plats and plans, prepared by Michael R. Johnson, LS-526, Registered Land Surveyor in the State of Nebraska, as follows:

Exhibit A, page 1 of 2, shows the Property (cross-hatched);

Exhibit B, pages 1-5 of 6, shows the initial five Units in the Condominium; and

Exhibit B, page 6 of 6, shows the Common Area of the Condominium.

Exhibit E, shows the location of proposed Units 3, 4 and 7, which may be created as Units by the future amendment of this Declaration in accordance with Section 3.3, below.

3.2. Description of Units.

3.2.1 Unit Boundaries. The boundaries of the Units, including each Unit's identifying number, are shown on Exhibit B. The legal descriptions of the Units are shown on Exhibit C.

3.2.2 Unit Legal Descriptions. After this Condominium Declaration has been recorded in the records of the Register of Deeds of Lancaster County, Nebraska, every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a

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Unit as follows:

Unit _____, King's Crossing Condominium, a condominium, Lincoln, Lancaster County, Nebraska; in accordance with the Condominium Declaration recorded [date] with the Lancaster County Register of Deeds as Instrument No. [instrument number given upon recordation].

3.3 Development Rights Reserved by Declarant to Create Additional Units. The Declarant reserves the right to create additional units, to be known as Unit 3, Unit 4 and Unit 7, by amending this Declaration. Such addition may be made by one or more amendments. Such additional units shall be located substantially within the boundaries as shown on Exhibit E. All Unit Owners agree to cooperate in executing such documents as are reasonably requested by the Declarant in order to create such additional units. The amendment to this Declaration must be executed by the Declarant and assign an identifying number to each new Unit so created, and reallocate the interests and voting rights among the Units, in accordance with the attached Exhibit D and Section 5.4 below. All costs and expenses incurred in connection with said amendment shall be paid by the Declarant.

3.4 Common Elements. The common elements are all portions of the Condominium other than the Units. The common elements include, but are not limited to, those areas shown on Exhibit B as "Common Area." The legal description of the common elements is shown on Exhibit C.

4. Easements. In addition to the easements as provided by the Act, easements of record and elsewhere provided herein, the Association and each Unit Owner shall have, and hereby grant, the following nonexclusive easements that will perpetually run with the land:

4.1 Utility Easements. Utility easements to the Property and to each Unit as may be required for utility installation, maintenance, service, and repair in order to adequately serve the Units and common elements. The Unit Owners shall cooperate in the granting of appropriate and proper temporary and perpetual easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Property. The Unit Owners shall use their best efforts to cause the installation of such utility and service lines prior to the paving of the common elements. No such storm drains, utilities or services provided to or for a Unit shall be installed within the boundaries of, or immediately above or below, any other Unit. Each Unit Owner hereby grants to the Association a right to access any utility panel, meter or other device within such Unit which is for the benefit of one or more other Units or the Association.

4.2 Ingress, Egress and Parking Easements. Each Unit Owner hereby grants and conveys to each other Unit Owner and the Association, for their use and for the use of their officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees, in common with others entitled to use the same, a nonexclusive perpetual easement for the passage of vehicles over and across the parking and driveway common elements, as the same may be from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk common elements of each Unit, as same may from time to time be constructed and maintained for such other use. Such easement rights shall be subject to the following reservations as well as any other applicable provisions contained in this Declaration:

(a) Each Unit Owner further reserves the right to close off its Unit for such reasonable period of time as may be legally necessary, in the opinion of the Unit Owner, to prevent the acquisition of prescriptive rights by any one; provided, however, that prior to closing off any portion of the Unit, as herein provided, such Unit Owner shall give written notice to the Association of its intention to do so, and shall attempt to coordinate such closing with each other party so that no unreasonable interference with the passage of pedestrians or vehicles shall occur;

(b) Each Unit Owner reserves the right at any time from time to time to reasonably exclude and restrain any person who is not otherwise permitted access to the common elements from access to the Unit;

(c) Each Unit Owner shall take reasonable efforts to prevent their and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees from parking in any area within any other Unit, or within parking areas designated for use by any Unit;

(d) No Unit Owner, nor the Association, shall construct or allow construction of any fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular traffic within the common elements, exclusive of the limited curbing and other forms of traffic, or permitted staging and/or storage areas; and

(e) Each Unit Owner shall comply with, and shall take reasonable efforts to ensure that its and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees comply with, any rules or regulations enacted by the Association related to ingress, egress, or parking within the common elements.

(f) Each Unit Owner reserves the right to close access to the Unit, at any time and without notice, as is required for the construction, operation, and maintenance of the Unit and for any purpose necessitated by the business conducted within such Unit.

4.3 Maintenance Easements. The Association is hereby granted a perpetual easement over and across each Unit for the purpose of performing the activities outlined Section 6 and Section 18 of this Declaration.

4.4 Encroachment Easements. If a Unit shall encroach upon any common element or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner and/or Declarant, then an easement appurtenant to such encroaching Unit to the extent of such encroachment shall exist so long as such encroachment shall exist.

4.5 Sign Easements. To the extent that any Building Sign, as defined in Section 19, below, is approved by the Association, the Unit or Units charged with control, maintenance and operation of such Building Sign are hereby granted an easement across the common elements for the purpose of constructing, maintaining, improving and updating such Building Sign in accordance with Section 19, below.

4.6 Landscaping Easements. The Association is hereby granted an easement over and across each Unit for the purpose of performing permitted landscaping maintenance in accordance with Section 6.4 of this Declaration.

5. The Units; Ownership; Rights and Responsibilities. Ownership of the Units and the rights and responsibilities of the Unit Owners shall be pursuant to this Declaration, Articles of Incorporation of the Association, Bylaws adopted by the Association, and Rules and Regulations, if any, adopted pursuant to the Bylaws (the "Condominium Documents"), and shall be subject to the following provisions:

5.1 Condominium Unit. Each Unit, which may be held in fee or any other estate recognized by law, shall include the following appurtenances:

- 5.1.1 an undivided interest in the general common elements;
- 5.1.2 the right to use, occupy, and enjoy the common elements, subject to the provisions of the Condominium Documents;
- 5.1.3 the applicable easements described in Section 4 above; and
- 5.1.4 membership in the Association.

5.2 Restraint Against Separation.

5.2.1 The undivided share in the common elements, as they may exist from time-to-time, which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.

5.2.2 A share in common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

5.2.3 The shares in the common elements appurtenant to the Units shall remain undivided and no action for partition of the common elements shall lie.

5.3 Waiver. Each Unit Owner, by acceptance of a deed conveying a Unit to such owner, waives the requirements of NEB. REV. STAT. 76-878 and specifically waives any right to receive a public offering statement. Each Unit Owner acknowledges that no public offering statement has been prepared, and waives the right to have such a statement prepared by Declarant.

5.4 Allocations; Liability for Common Elements Expenses.

5.4.1 In general. Each Unit Owner shall have voting rights in the Association, in accordance with the allocation of voting rights shown on Exhibit D and shall have an undivided interest in the common elements of the Property, and be liable for a portion of the common expenses of the Association which interest shall be a fraction, the numerator of which shall be the number of votes allocated to the Unit Owner, and the denominator of which shall be the total of all votes attributable to all Units which are a part of or have been added to the Condominium (the "Allocated Interest"). The Allocated Interest shall be used to calculate the share of all Unit Owners in the voting and expense of the Association and the Condominium, except as expressly stated otherwise in the Declaration. Notwithstanding the foregoing or any other provisions of this Declaration, including without limitation Sections 5.4.2, 6 and 18 below, Unit 6's Allocation Interest with respect to common expenses shall not exceed twelve and one-half percent (12.5%) and such common expenses are specifically limited to the repair and replacement of the parking lot and parking lot lighting in the Common Area and no other expenses including Maintenance as defined below.

5.4.2 Formula used to establish allocations. The formula used to establish the percentage interests in, and liability for expenses of, the common elements was based upon a combination of buildable square footage and trip generations as calculated by David L. Johnson, the Declarant's architect for the development. The formula was calculated based upon assumed available future use, and is not subject to amendment except to provide for the addition or deletion of Units. Division or joinder of Units shall result in no net effect on the total Allocated Interest of the resulting unit(s). The addition of new Units by Declarant, as

contemplated herein, shall cause the reallocation of the percentage interests in and liability for expenses of the Association in accordance with Section 5.4.1, above.

5.4.3 Voting allocations. Each Unit is allocated the number of votes shown on Exhibit D; provided, however, if a Unit is owned by multiple parties, voting rights shall nonetheless be limited to the number of votes per Unit shown on Exhibit D. The Executive Board of the Association may require Unit Owners to designate an individual who is authorized to vote or a Unit and may otherwise establish regulations and procedures to administer voting.

5.5 Easements and Restrictions of Record. Each Unit Owner shall be bound by and subject to all easements and restrictions of record against the Property, including, without limitation, the following:

- Mutual Access Easement Agreement filed with the Lancaster County Register of Deeds on August 25, 2008, as Inst. No. 2008040204; and
- Memorandum of Sign Location Lease & Restriction filed with the Lancaster County Register of Deeds on October 1, 2008, as Inst. No. 2008085636.

5.6 Separate Taxation of Units. Each Unit shall be separately taxed and assessed and each Unit Owner shall pay all taxes and assessments therefor.

5.7 Utilities. To the extent feasible, utilities shall be separately metered for each Unit with each Unit Owner being responsible for its own metering and utility extension. However, if any utility, such as sewer and water, cannot for any reason be separately metered, each Unit Owner shall be liable for such Unit Owner's equitable share of such utilities.

6. Maintenance, Alteration, and Improvements. Responsibility for the maintenance of the Property, and restrictions upon the alteration and improvements thereon, shall be pursuant to the Condominium Documents and the following provisions:

6.1 Unit. It shall be the responsibility and expense of the owner of record of the Unit to:

6.1.1 construct all improvements located on such Unit;

6.1.2 maintain, repair, and replace, when necessary, at such owner's expense and without disturbing or impairing the rights or property of others, all portions of that owner's Unit including, but not limited to, all mechanical and electrical appliances, equipment, and devices located therein; and

6.1.3 pay any and all expenses associated with changes to the Condominium Documents required by the Act or the Condominium Documents, necessitated by alterations and improvements by such Unit Owner.

6.2. Parking and Drive Areas. Maintenance, repair, replacement and improvement of the parking and drive areas of the Condominium shall be as follows:

6.2.1 Cleaning and Snow Removal. The Association shall provide general cleaning and snow removal (for the purposes of this Section 6.2 only, "Maintenance") for all parking and drive areas which are general or limited common elements, as well as all parking

and drive areas which are within the boundaries of any Unit, except for any parking or drive area which is within the boundaries of or exclusive to the benefit of Unit 6. Such Maintenance shall include only cleaning and snow removal services, as determined necessary by the Association. The Association shall take reasonable steps avoid unnecessary interference with the use of a Unit by the Unit Owner occasioned by Maintenance. Costs for Maintenance associated with limited common elements or parking or drive areas within the boundaries of a Unit may, at the discretion of the Association, be specially assessed to such Unit. The costs for Maintenance of parking and drive areas within the general common elements shall be paid as follows: all costs of Maintenance on the parking and drive areas within the common elements shall be paid by the Unit Owners in proportion to their Allocated Interests, except that the Allocated Interest of Unit 6 shall be divided among and assessed against all other Units in proportion to their Allocated Interest as a percentage of all Allocated Interests other than that of Unit 6..

6.2.2 Repair, Replacement and Improvement. Repair, replacement and improvement of the parking and drive areas within the general common elements shall be performed by the Association, in its discretion. Repair, replacement and improvement may include, but are not limited to, paving and repaving the parking and drive areas, as well as sidewalks, patching or repairing damage, marking or painting drive areas and parking areas, and installing signs to manage the direction and flow of traffic. The Association shall cause required parking stalls to be indicated as dedicated handicapped stalls. Repair, replacement and improvement of parking and drive areas within a Unit or within a part of any limited common element shall be performed by the Unit Owner. A Unit Owner shall repair and replace paved areas, including parking and drive areas, as well as sidewalks, within the boundaries of such Unit, consistent with the Condominium's general appearance and in a good state of repair. The costs for repair, replacement and improvement of parking and drive areas within the general common elements shall be paid as follows: a) for those parking and drive areas within the boundaries outlined on the attached Exhibit "F" the Unit Owner of Unit 6 shall pay 12.5% of the costs of repair, replacement and improvement, and b) the remainder of all other costs of repair, replacement and improvement on the parking and drive areas within the common elements shall be paid by the Unit Owners in proportion to their Allocated Interests, except that the Allocated Interest of Unit 6 shall be divided among the all other Units in proportion to their Allocated Interest as a percentage of all Allocated Interests other than that of Unit 6.

6.3 Signage within Common Elements. The cost of installation and maintenance of Center Signs, Directory Signs and Building Signs, and as defined in Section 19, below, shall be as follows:

6.3.1 Center Sign. The cost of installing, maintaining and updating the Center Sign shall be assessed against all Units as a general common expense.

6.3.2 Directory Sign. The cost of installing and maintaining a Directory Sign shall be assessed among all Units for which any business name is displayed, based upon the pro-rata share of the area of the Directory Sign among the Units. The cost of updating or adding a name to a Directory Sign shall be specially assessed against the Unit for which the update or addition is made.

6.3.3 Building Sign. Installing, maintaining and updating a Building Sign shall be the responsibility of the Unit for which the businesses are displayed and all such work shall be done at the Unit Owner's direct expense. The Unit Owners of the Units benefitted by the

Building Sign shall maintain it in a manner consistent with the general appearance of the Condominium, and shall update the Building Sign to ensure that only currently-operating businesses are named thereon.

6.4. Landscaping. Landscaping within the Condominium, within Units and within the common elements, shall be as follows:

6.4.1 General Landscaping. Landscaping within the general common elements shall be maintained by the Association in a manner consistent with the use of the Condominium in order to maintain the general appearance and attractiveness of the Condominium. The Association may improve the landscaping within the general common elements in its discretion. The costs for landscaping within the general common elements shall be paid as follows all costs of landscaping within the common elements shall be paid by the Unit Owners in proportion to their Allocated Interests, except that the Allocated Interest of Unit 6 shall be divided among and assessed against all other Units in proportion to their Allocated Interest as a percentage of all Allocated Interests other than that of Unit 6..

6.4.2 Unit and Limited Common Element Landscaping. Landscaping within the boundaries of a Unit or within the any limited common element shall be consistent with the landscaping on the common elements, and shall be maintained by the applicable Unit Owner. All landscaping installations and changes shall be approved by the Association in its discretion. In the event that the landscaping within the boundaries of a Unit, in the discretion of the Association, does not meet the general standard of landscaping within the Condominium, the Association may maintain such landscaping. Landscaping maintenance performed by the Association on any Unit shall be limited to mowing, trimming, and watering, and shall not extend to installation of new plantings or replacement of existing plantings. The costs of Association maintenance on any Unit or within any limited common element shall be specially assessed against the Unit or Units so benefited.

6.5 General Common Elements. Except as otherwise specified in this Declaration, the maintenance, repair, alteration, improvement, and replacement of the common elements shall be the responsibility of the Association, and the expense thereof shall be generally assessed against all Units other than Unit 6 and shall be paid by the Unit Owners of such Units in equal shares. .

7. Association. The operation of the Condominium shall be by the Association, which shall fulfill its duties pursuant to the Condominium Documents and the following provisions:

7.1 Articles of Incorporation. Articles of Incorporation of the Association shall be initially adopted by all Unit Owners and copies furnished to all Unit Owners.

7.2 Bylaws. The Bylaws of the Association shall be initially adopted by all Unit Owners and copies furnished to all Unit Owners.

7.3 Membership; Voting Rights. The Association shall be a nonprofit corporation with one class of membership. The owners of the Units shall be the members. One person or entity may have more than one membership, which will correspond to the number of Units owned by such person or entity. Allocation of voting rights shall be as set forth in Exhibit D.

7.4 Executive Board. The Association shall be governed by a Board of Directors, also known as an Executive Board (the "Executive Board"), having initially three (3) persons to serve as Directors, as described in the Condominium Documents.

7.5 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair the common elements, the Association shall not be liable to Unit Owners for injury or damage caused by any latent condition of the common elements to be maintained and repaired by the Association, or caused by natural elements or other Unit Owners or persons.

8. Assessments. The making and collection of assessments against Unit Owners for expenses shall be the responsibility of the Association through the Executive Board pursuant to the Condominium Documents and subject to the following provisions:

8.1 Association Budget. The Executive Board shall, consistent with Nebraska law, prepare an annual budget for the Association. The budget shall reflect expected expenses of the Association, and any excess or reserve requirements the Executive Board deems advisable. Such budget shall be used in calculating general and special assessments among the Units. Within thirty (30) days after adoption of any proposed budget the Executive Board shall be responsible for providing the Unit Owners a report that details the calculation of the general and special assessments, and will make available to the Unit Owners such information as will permit each Unit Owner to reasonably determine the accuracy of the costs and expenses reported.

8.2 General Assessments. Upon preparation of an annual budget, each Unit Owner shall be generally assessed according to its Allocated Interest and the provisions herein and in the Bylaws with regard to assessments. Such assessments shall include, but not be limited to: (1) all sums lawfully assessed by the Association and/or government entities against Unit Owners or associations; (2) expenses of administration of the Condominium, including, but not limited to; insurance, maintenance, repair, or replacement of common elements; (3) expenses of shared utilities such as trash, sewer, and water; and (4) assessments imposed by the Executive Board of the Association in accordance with the Bylaws; provided, however, that the assessment on Unit 6 shall be limited to general assessments provided in Section 5.4.1, 6.2.2 and 6.3, above, and all other general assessments shall be levied equally among all Units other than Unit 6. Assessments shall be levied annually, and shall be paid in quarterly installments, with quarterly notices or invoices provided to each Unit Owner.

In the event that the Executive Board determines during any budget period that the assessments levied under the budget will not be sufficient to cover current or anticipated expenses as they come due, the Executive Board may increase the assessment amount, increase the frequency of payment, or require a supplemental assessment upon all Units consistent with the Allocated Interests of the Units.

8.3 Special Assessments. Amounts to be specially assessed under the Condominium Documents against fewer than all Units shall be charged against such Units. Notices and or invoices for such special assessments shall be provided to the associated Unit Owners quarterly, or more often if the Executive Board deems appropriate.

8.4 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate then being charged by Lancaster County for delinquent taxes, unless otherwise determined by the Executive Board, from the date when due until paid. All payments upon accounts shall be first applied to interest and then to assessment payments first due.

8.5 Lien for Assessments. All general and special assessments, together with interest thereon, costs and reasonable attorney fees shall be the personal obligation of the Unit Owner of each Unit at the time when the assessment first becomes due and payable. The assessments, together with interest thereon, costs and reasonable attorney fees, shall also be a charge and continuing lien upon the

Unit in respect of which the Assessments are charged. The Association may record a Notice of Lien Liability against a Unit in the event payment of an assessment is delinquent.

8.6 Limitation of Vote for Unpaid Assessments. The Executive Board may restrict or deny the vote of any Association member when the assessments due from the member for a Unit are in default.

9. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast votes for the Unit on behalf of such Unit Owner at an Association meeting as provided in the Bylaws.

10. Insurance. The Association shall insure the common elements and the Association against risk, including tort liability, without prejudice to the right of each Unit Owner or occupant to insure themselves or their Unit and/or contents thereof. Each Unit Owner shall maintain property/casualty insurance to the full replacement value of any improvements constructed on such Owner's Unit, and shall rebuild in the event of destruction of such improvements. Such insurance shall be governed by the provisions set forth in the Bylaws.

11. Use Restrictions. Use of the Property shall be in accordance with the following provisions as long as the Condominium exists, and these restrictions shall be covenants running with the land:

11.1 Units. Subject to the reserved Declarant rights in Section 3 and Section 14 of this Declaration, or unless unanimously agreed by the Directors of the Executive Board, no Unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred, except that portions of Units may be leased, without first amending this Declaration to show the changes in the Units to be affected.

11.2 Common Elements. The common elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the benefit of the Units.

11.3 Nuisances. No nuisances shall be allowed upon the Property nor any use or practice which interferes with the peaceful possession and proper use of the Property by its occupants. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of its Unit or make any use of the common elements that will increase the cost of insurance upon the Property or the maintenance thereof.

11.4 Lawful use. No unlawful use shall be made of the Property or any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

11.5 Rules and Regulations. Reasonable rules and regulations concerning the use of the Property, including, but not limited to, rules and regulations directing traffic flow and regulating parking in the Condominium (subject to any existing restrictive covenants or governmental requirements), may be adopted and amended from time to time by the Executive Board in the manner provided by the Articles of Incorporation and Bylaws. Copies of such rules and regulations as amended shall be furnished by the Association to all Unit Owners and occupants of the Property upon request. In the event that any newly-adopted rules and regulations interfere with the reasonable and current use of a Unit, including causing a material increase in operating or maintenance costs of a Unit Owner, such Unit and Unit Owner shall be exempt from such newly-adopted rules and regulations

unless and until such Unit Owner consents, in writing, to the application of the new rules and regulations.

12. Compliance. Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents, all of such as they may be amended from time to time. Failure of a Unit Owner to comply with the provisions of the Condominium Documents shall entitle the Association or other Unit Owners to the relief provided therein, in addition to the remedies provided by the Act. Each Unit Owner shall be governed by and shall comply with the following provisions:

12.1 Negligence. Neither the Association nor Unit Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by their negligence or by that of any invitees, lessees, or occupants if such expense is caused by damage of a type covered by a standard policy of fire and extended coverage insurance.

12.2 No Waiver of Rights. The failure of the Association, the Declarant, or any Unit Owner to enforce any covenant, restriction, or other provision of the Act or the Condominium Documents shall not constitute a waiver of the rights to do so thereafter, unless such waiver is explicit, such as the waiver set forth in Section 5.3 of this Declaration.

13. Amendments to the Declaration. Except as provided elsewhere in this Declaration, this Declaration may be amended in accordance with the Act. Other than amendment to this Declaration by Declarant pursuant to Reserved Declarant Rights specifically granted by the Act, including, without limitation, the right to add additional Units, no amendment to this Declaration shall be made without the written consent to such amendment by any Unit Owner adversely affected by such amendment.

14. Reserved Declarant Rights; Declarant Control. Declarant reserves the following development rights, which may be exercised in accordance with the Act: (i) add real estate to the condominium; (ii) create units, common elements, or limited common elements within the condominium; (iii) subdivide units or convert units into common elements; (iv) withdraw real estate from the condominium; and (v) further subdivide any unit by creating a condominium of such unit. Declarant also reserves for the benefit of Declarant all special declarant rights listed in §76-827(23) of the Act. Declarant may amend this Declaration to exercise its development rights under § 76-847 without the consent of the Unit Owners, provided that such amendment does not detrimentally impact the value of any Unit. All Unit Owners and Declarant acknowledge and agree that the creation of one or more additional Units consistent with the attached Exhibit "E" is deemed not have any detrimental impact on the value of any Unit.

15. Termination. The Condominium may be terminated by agreement of all Unit Owners in the manner provided by the Act.

16. Exhibits. The Exhibits referenced in this Declaration are incorporated herein by such references.

17. Interpretation, Severability. This Declaration shall be interpreted wherever possible to be in accordance with the Act. Where not so possible, that portion of the Declaration shall be deemed invalid and the provisions of the Act shall control. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word or other provision of this Declaration shall not affect the validity of the remaining portions.

18. Parking and Drive Areas. The common elements of the Condominium include parking and drive areas allowing access and parking for Unit Owners, their tenants, employees and invitees. Use and maintenance of parking and drive areas shall be governed as follows:

18.1 Rights of Use and Access. Use of, and access to, the parking and drive areas of the Condominium shall be governed by Section 4.2, above.

18.2 Maintenance, Repair, Replacement and Improvement. Maintenance, repair, replacement and improvement of the parking and drive areas shall be performed as required by Section 6.2, above.

18.3 Assigned Parking. The Association may, in its discretion, designate any common element parking stall for the exclusive benefit of a particular Unit or a portion of such Unit (an "Assigned Stall"). The Association may label Assigned Stalls, or may permit a Unit Owner to do so, identifying the purpose of the Assigned Stall by painting or using a non-permanent sign.

19. Signage within Common Elements. The Association may erect one or more signs within in the common elements. Such signs may identify the Condominium by name without reference to any particular business or Unit Owner (a "Center Sign"), or may list names of businesses among all the Units (a "Directory Sign"). Additionally, a Unit Owner or Owners may erect a sign displaying the name or names of businesses of a particular building (a "Building Sign"), whether such building contains one or more Units.

19.1 Center Sign. Any Center Signs shall be within the general common elements, and shall be of a style and appearance consistent with the general appearance and quality of the Condominium. The cost associated with any Center Signs shall be allocated in accordance with Section 6.3.1, above.

19.2 Directory Sign. Inclusion on a Directory Sign shall be granted by the Executive Board on a "first come, first served" basis. In the event that the space on a Directory Sign is limited to the degree that not all businesses or all Units are represented, the Association shall maintain a list of those businesses wishing to be added, and shall add those businesses as space comes available. The cost of installing and maintaining a Directory Sign shall be assessed in accordance with section 6.3.2, above.

19.3 Building Sign. A Building Sign shall only be erected by a Unit Owner only upon approval of the appearance and location of the Building Sign by the Association. The Unit Owner or Owners shall determine allocation of space on a Building Sign among multiple uses of the Unit associated therewith. The cost of installing, maintaining and updating a Building Sign shall be assessed in accordance with Section 6.3.3, above. The Unit or Units benefited by any Building Sign are granted easements in accordance with Section 4.5, above.

****SIGNATURE PAGE FOLLOWS****

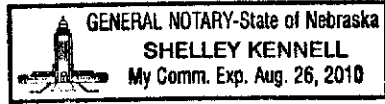
IN WITNESS WHEREOF the Declarant has executed this Declaration as of the day and year first above written.

King Dan, LLC,
a Nebraska limited liability company

By: 
Sam Manzitto, Sr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of August, 2009, by Sam Manzitto, Sr., Manager of King Dan, LLC, a Nebraska limited liability company, on behalf of the company.



Shelley Kennell
Notary Public

CONSENT OF BENEFICIARY

The undersigned, Cornhusker ^{ns}State Bank, as beneficiary under a recorded Deed of Trust dated May 15, 2009, and filed for record on May 18, 2009, Instrument number 2009026042, of the records of the Lancaster County, Nebraska Recorder, hereby consents to the recording of foregoing instrument.

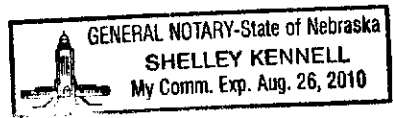
Dated August 10, 2009.



Cornhusker ~~State~~ Bank
By: David E. Shiffermiller
Title: Sr. V.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

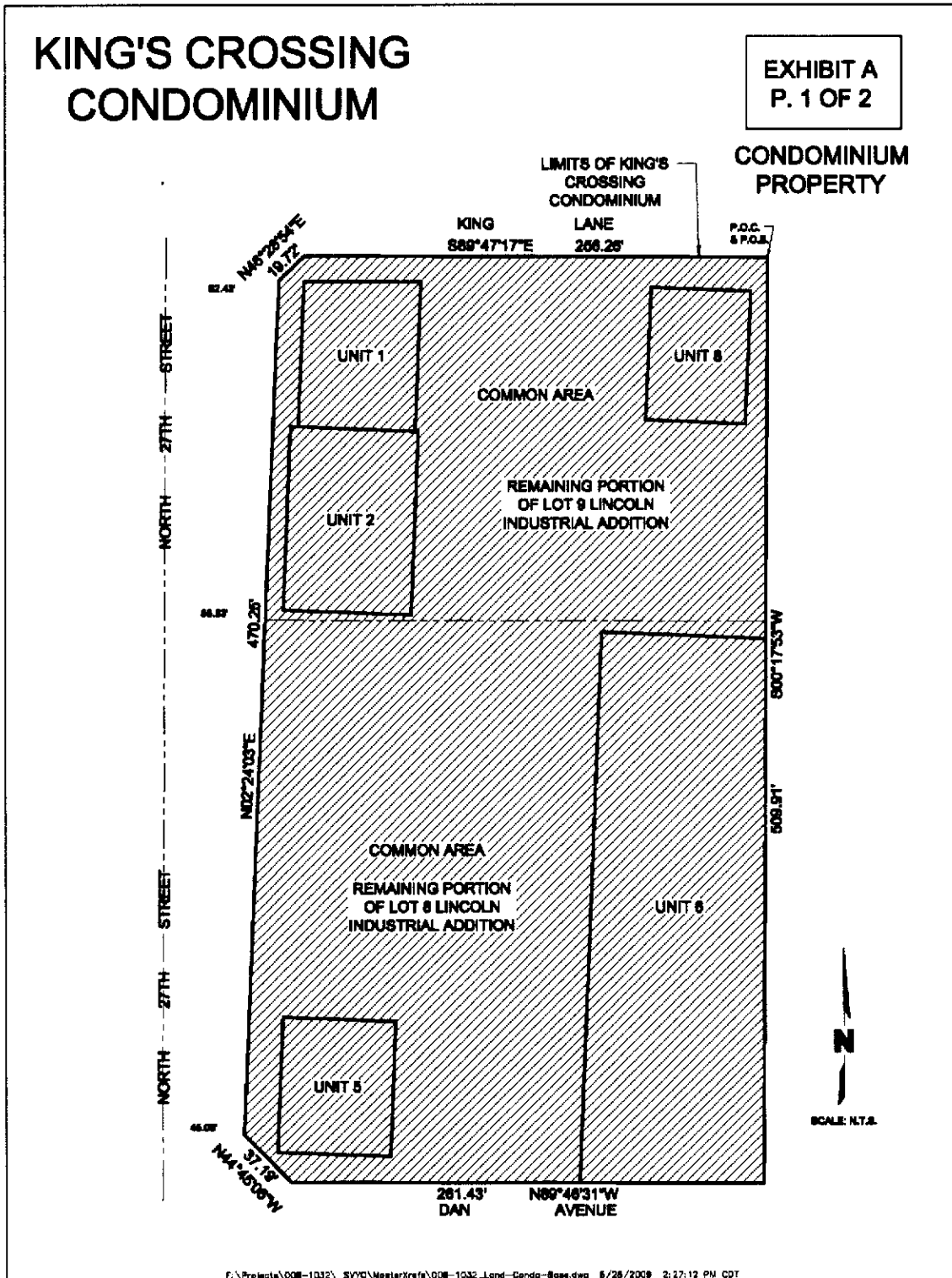
The foregoing instrument was acknowledged before me this 10th day of August, 2009, by David E. Shiffermiller as Sr. V.P. of Lincoln, NE Cornhusker Bank, for and on behalf of the bank.



Shelley Kennell
Notary Public

EXHIBIT A

Condominium Property is cross-hatched on p. 1 of 2.
Condominium Property is legally described on p. 2 of 2.



A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION LOCATED IN THE NORTHWEST QUARTER (NW4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 17, LINCOLN INDUSTRIAL ADDITION; THENCE WEST, ON AN ASSUMED BEARING OF NORTH 89 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF DAN AVENUE, A DISTANCE OF 261.43 FEET TO A SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE NORTH 44 DEGREES 45 MINUTES 06 SECONDS WEST ALONG A SOUTHWEST LINE OF THE REMAINING PORTION OF SAID LOT 8, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 37.19 FEET TO A WEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH STREET, A DISTANCE OF 283.73 FEET TO THE NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE SOUTH 89 DEGREES 47 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 9, A DISTANCE OF 277.34 FEET TO THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF THE REMAINING PORTION OF SAID LOT 8, SAID LINE ALSO BEING THE WEST LINE OF LOT 17, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 309.95 FEET TO THE TRUE POINT OF BEGINNING.

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION LOCATED IN THE NORTHWEST QUARTER (NW4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

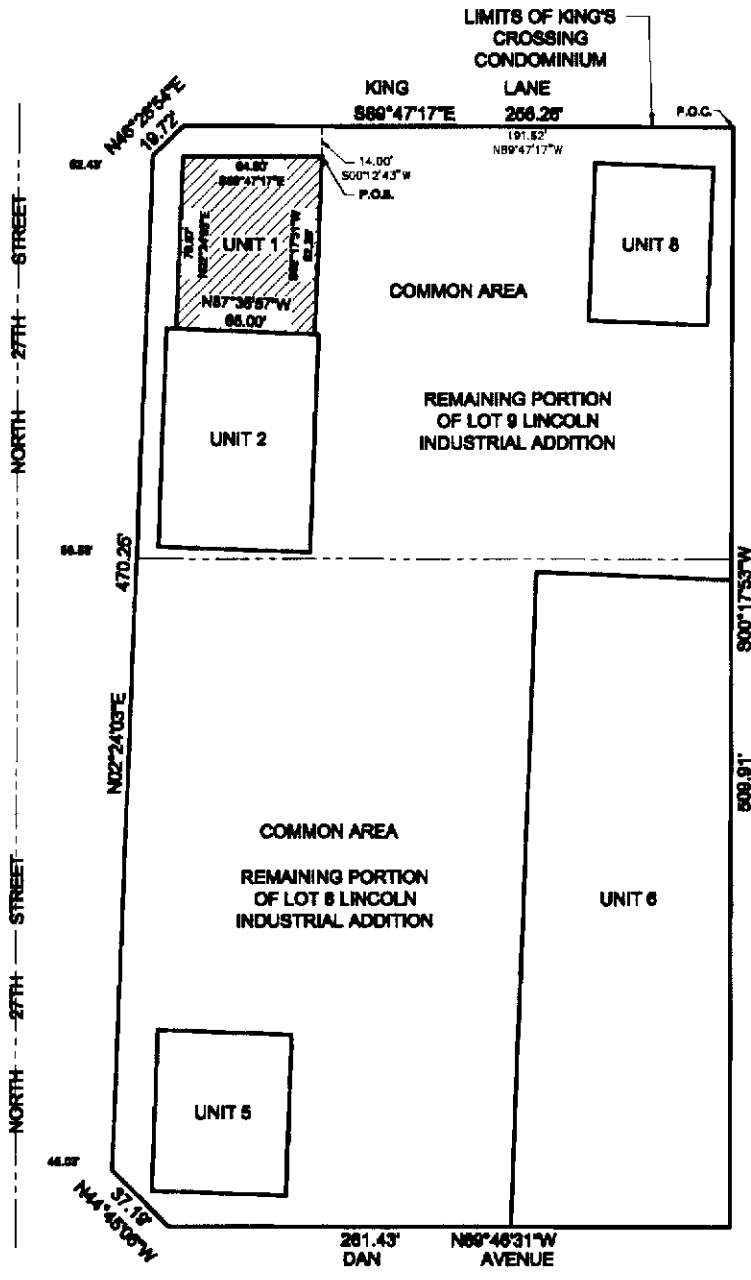
COMMENCING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 17, LINCOLN INDUSTRIAL ADDITION; THENCE, NORTH, ON AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, ALONG THE EAST LINE OF THE REMAINING PORTION OF LOT 8, SAID LINE ALSO BEING THE WEST LINE OF LOT 17, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 309.95 FEET TO THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 9, SAID LINE ALSO BEING THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 8, A DISTANCE OF 277.34 FEET TO THE SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 186.52 FEET TO A NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE NORTH 46 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE NORTHWEST LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 19.72 FEET TO A NORTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 9, AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH 27TH STREET AND ALONG THE SOUTH LINE OF LOT 2, LINCOLN INDUSTRIAL 2ND ADDITION, AND ALONG THE SOUTH LINE OF LOT 2, THARALDSON ADDITION, A DISTANCE OF 256.26 FEET TO THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF THE REMAINING PORTION OF SAID LOT 9, SAID LINE ALSO BEING THE WEST LINE OF LOT 16, LINCOLN INDUSTRIAL ADDITION, A DISTANCE OF 199.96 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B
 Site Plans showing Units
 And Common Area

**KING'S CROSSING
 CONDOMINIUM**

EXHIBIT B
 P. 1 OF 6

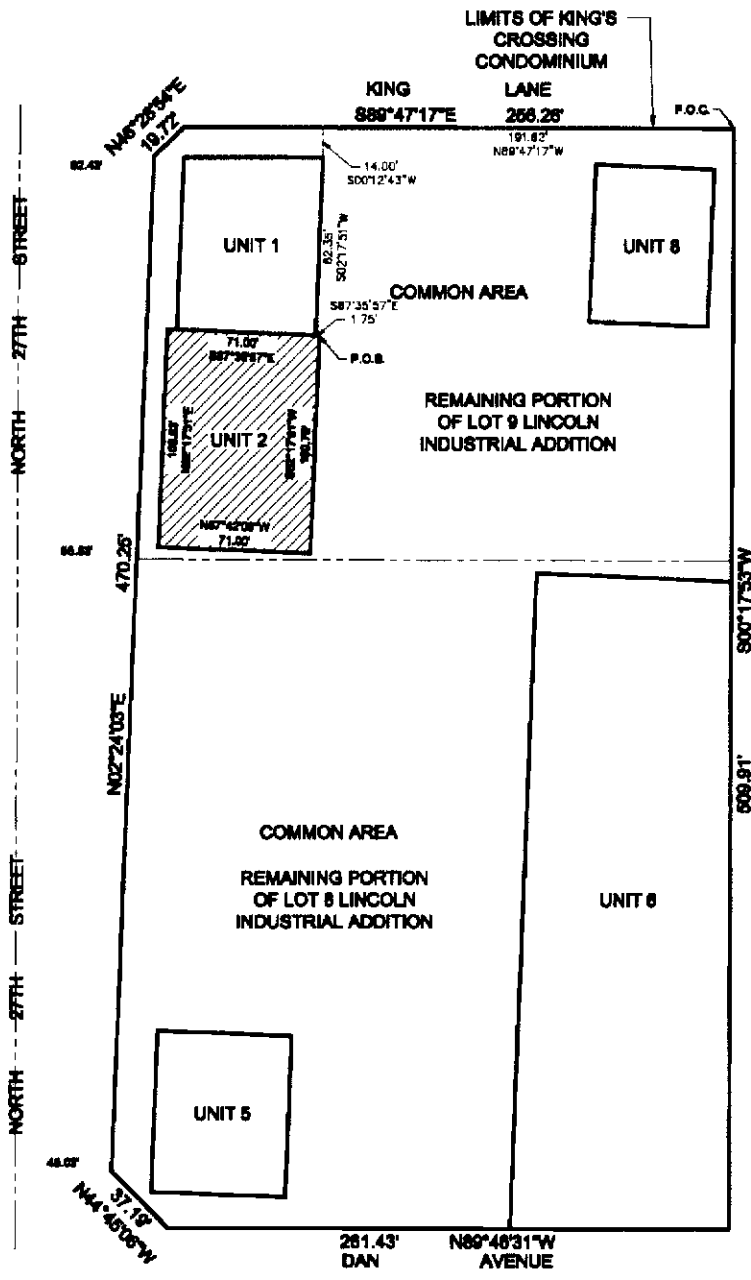
UNIT 1



KING'S CROSSING CONDOMINIUM

EXHIBIT B
P. 2 OF 6

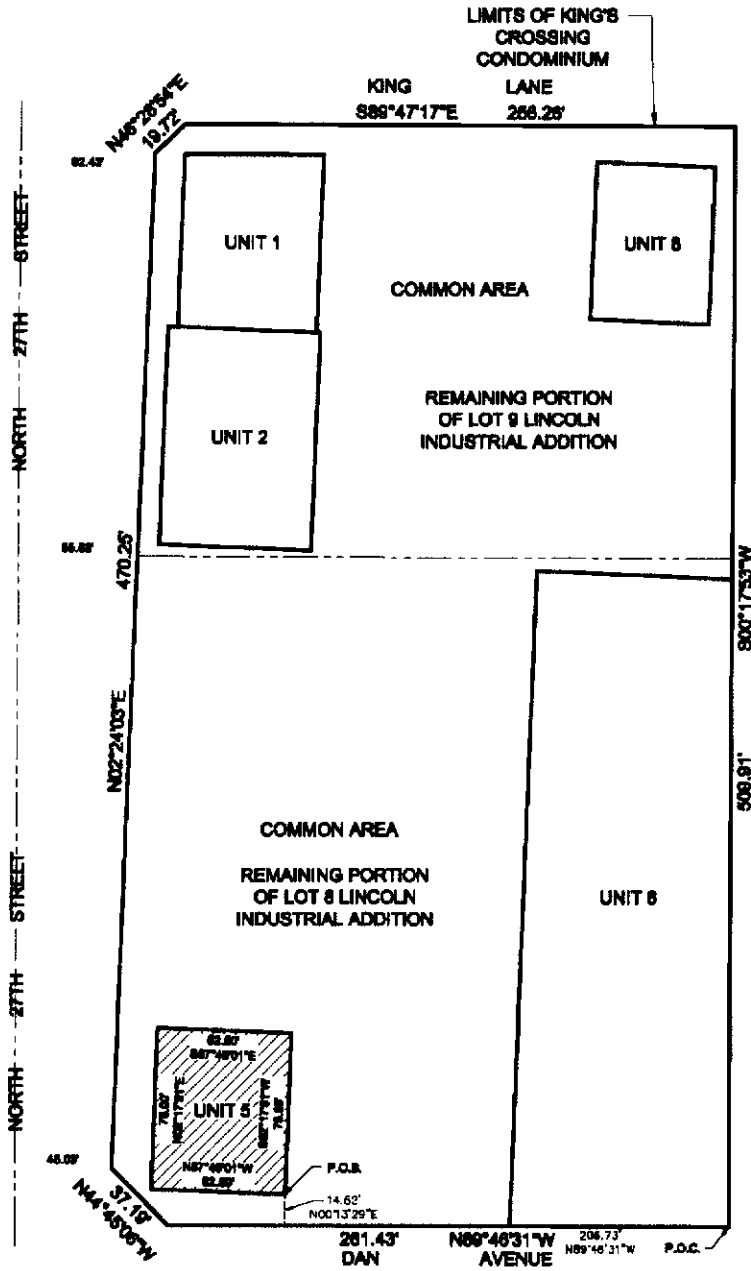
UNIT 2



KING'S CROSSING CONDOMINIUM

EXHIBIT B
P. 3 OF 6

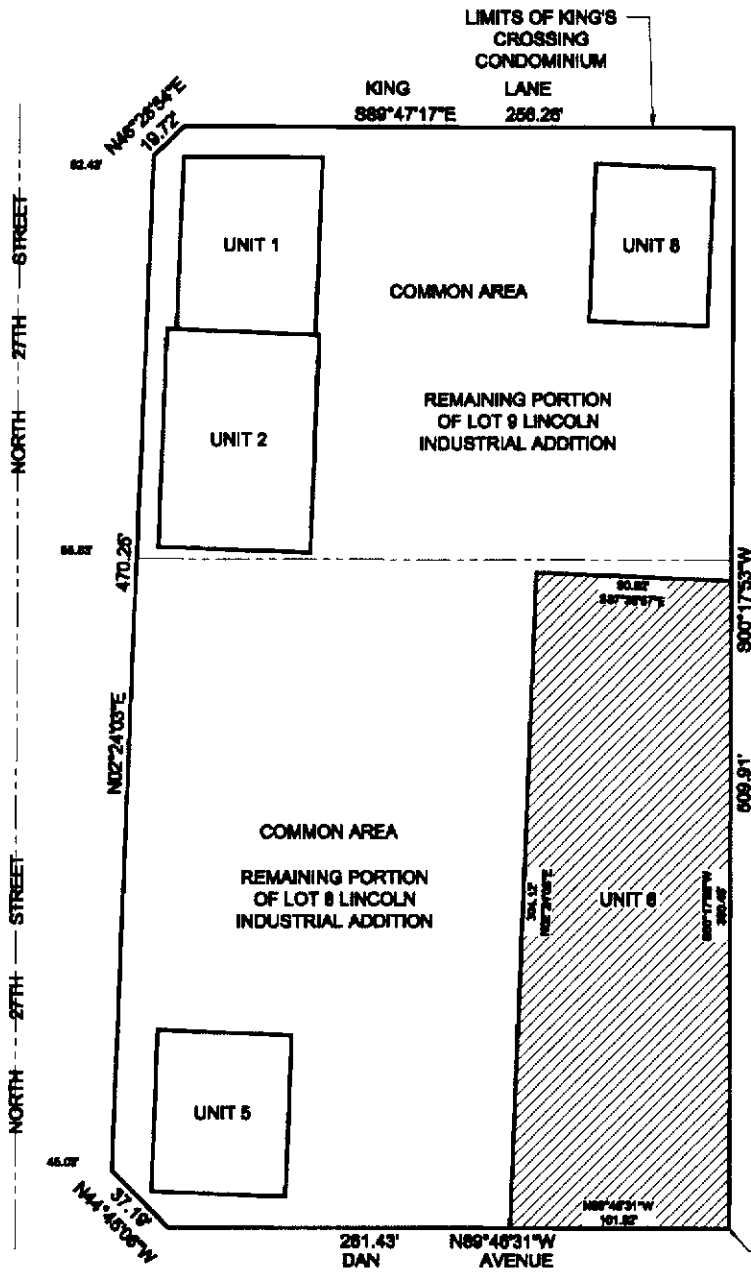
UNIT 5



KING'S CROSSING CONDOMINIUM

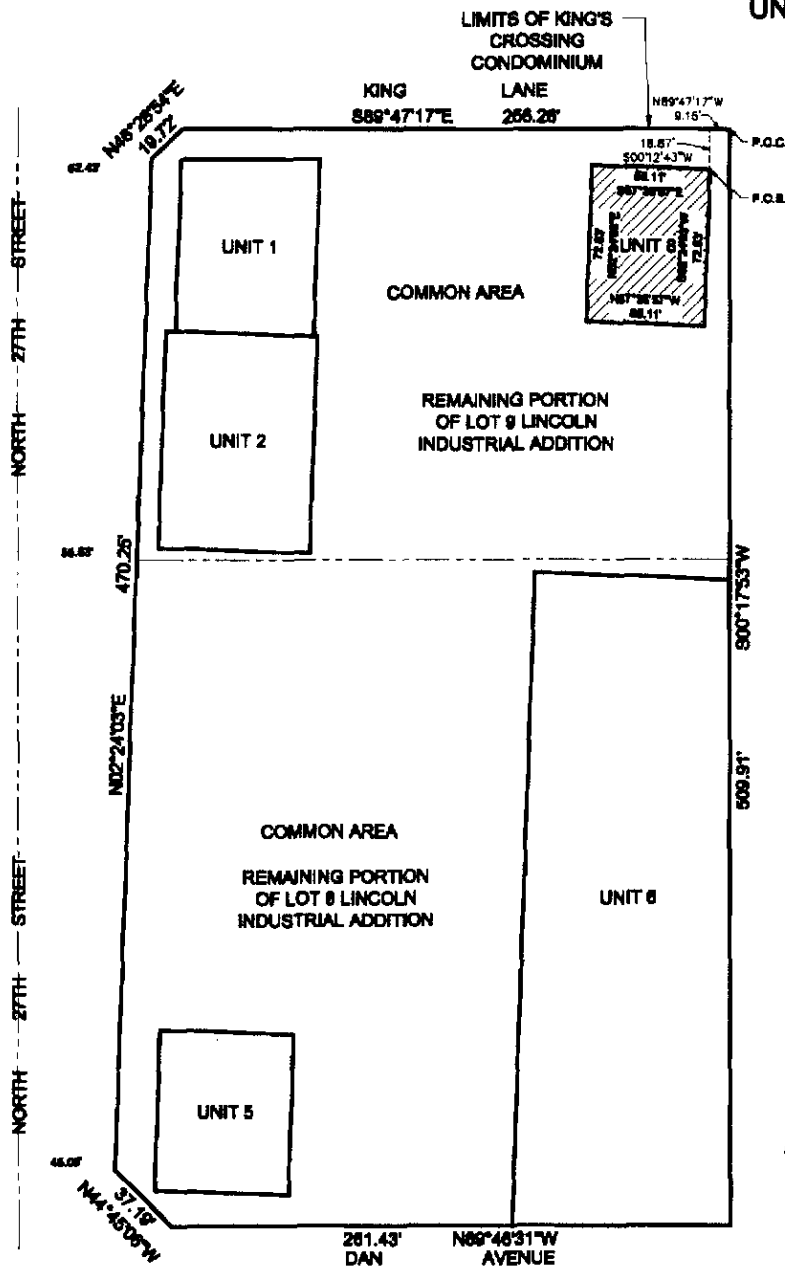
EXHIBIT B
P. 4 OF 6

UNIT 6



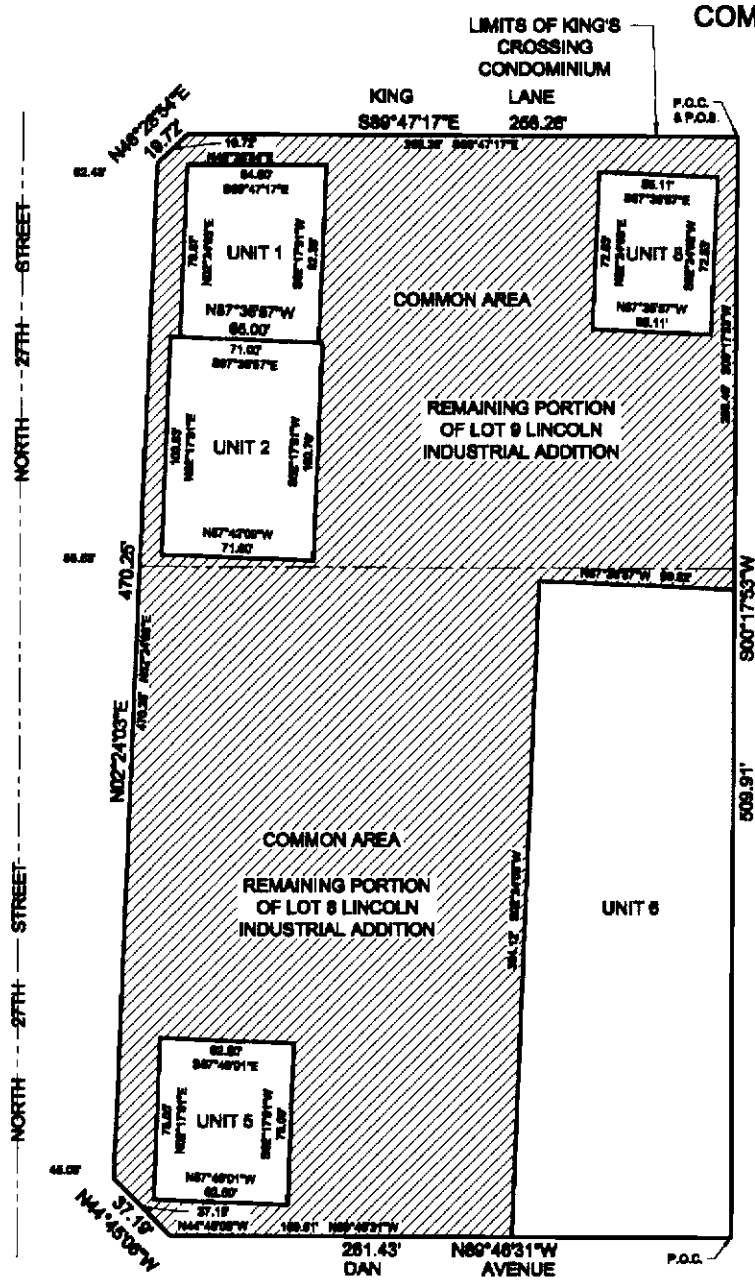
KING'S CROSSING CONDOMINIUM

EXHIBIT B
P. 5 OF 6



KING'S CROSSING CONDOMINIUM

EXHIBIT B
P. 6 OF 6



LEGAL DESCRIPTION
UNIT 1

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE WESTERLY ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF NORTH 89°47'17" WEST, A DISTANCE OF 191.62 FEET TO A POINT; THENCE SOUTH 00°12'43" WEST, A DISTANCE OF 14.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 82.35 FEET TO A POINT; THENCE NORTH 87°35'57" WEST, A DISTANCE OF 65.00 FEET TO A POINT; THENCE NORTH 02°24'03" EAST, A DISTANCE OF 79.87 FEET TO A POINT; THENCE SOUTH 89°47'17" EAST, A DISTANCE OF 64.90 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 5,266.42 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
UNIT 2

EXHIBIT C
P. 2 OF 9

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE WESTERLY ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF NORTH 89°47'17" WEST, A DISTANCE OF 191.62 FEET TO A POINT; THENCE SOUTH 00°12'43" WEST, A DISTANCE OF 14.00 FEET TO A POINT; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 82.35 FEET TO A POINT; THENCE SOUTH 87°35'57" EAST, A DISTANCE OF 1.75 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 100.70 FEET TO A POINT; THENCE NORTH 87°42'09" WEST, A DISTANCE OF 71.00 FEET TO A POINT; THENCE NORTH 02°17'51" EAST, A DISTANCE OF 100.83 FEET TO A POINT; THENCE SOUTH 87°35'57" EAST, A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 7,154.42 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
UNIT 3

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 8, THENCE NORTHERLY ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOT 8, ON AN ASSUMED BEARING OF NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 279.77 FEET TO A POINT; THENCE SOUTH 87 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 9.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 36 MINUTES 18 SECONDS EAST, A DISTANCE OF 71.27 FEET TO A POINT; THENCE SOUTH 02 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 102.78 FEET TO A POINT; THENCE NORTH 87 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 70.18 FEET TO A POINT; THENCE NORTH 01 DEGREES 47 MINUTES 17 SECONDS EAST, A DISTANCE OF 102.79 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 7,269.43 SQUARE FEET OR 0.1669 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION
UNIT 4**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE REMAINING PORTION OF LOT 8, THENCE NORTHERLY ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOT 8, ON AN ASSUMED BEARING OF NORTH 02 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 162.89 FEET TO A POINT; THENCE SOUTH 87 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 9.08 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 87 DEGREES 36 MINUTES 18 SECONDS EAST, A DISTANCE OF 72.45 FEET TO A POINT; THENCE SOUTH 03 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 96.61 FEET TO A POINT; THENCE NORTH 87 DEGREES 49 MINUTES 01 SECONDS WEST, A DISTANCE OF 72.46 FEET TO A POINT; THENCE NORTH 03 DEGREES 00 MINUTES 08 SECONDS EAST, A DISTANCE OF 96.88 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 7,009.09 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
UNIT 5

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 8 ON AN ASSUMED BEARING OF NORTH 89°46'31" WEST, A DISTANCE OF 206.73 FEET TO A POINT; THENCE NORTH 00°13'29" EAST, A DISTANCE OF 14.52 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 87°49'01" WEST, A DISTANCE OF 62.50 FEET TO A POINT; THENCE NORTH 02°17'51" EAST, A DISTANCE OF 75.00 FEET TO A POINT; THENCE SOUTH 87°49'01" EAST, A DISTANCE OF 62.50 FEET TO A POINT; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 4,687.49 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
UNIT 6

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 8 ON AN ASSUMED BEARING OF NORTH 89°46'31" WEST, A DISTANCE OF 101.92 FEET TO A POINT; THENCE NORTH 02°24'03" EAST, A DISTANCE OF 310.13 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID REMAINING PORTION OF LOT 8; THENCE SOUTH 89°47'58" EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 8, A DISTANCE OF 90.54 FEET TO THE NORTHEAST CORNER OF SAID REMAINING PORTION OF LOT 8; THENCE SOUTH 00°17'53" WEST ALONG THE EAST LINE OF SAID REMAINING PORTION OF LOT 8, A DISTANCE OF 309.95 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 29,823.84 SQUARE FEET OR 0.68 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
UNIT 7

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 91.87 FEET TO A POINT; THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, A DISTANCE OF 6.10 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 02 DEGREES 23 MINUTES 42 SECONDS WEST, A DISTANCE OF 101.60 FEET TO A POINT; THENCE NORTH 87 DEGREES 36 MINUTES 18 SECONDS WEST, A DISTANCE OF 65.58 FEET TO A POINT; THENCE NORTH 02 DEGREES 23 MINUTES 42 SECONDS EAST, A DISTANCE OF 101.61 FEET TO A POINT; THENCE SOUTH 87 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 6,663.70 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
UNIT 8

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE WESTERLY ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF NORTH 89°47'17" WEST, A DISTANCE OF 9.15 FEET TO A POINT; THENCE SOUTH 00°12'43" WEST, A DISTANCE OF 18.87 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 02°24'03" WEST, A DISTANCE OF 72.83 FEET TO A POINT; THENCE NORTH 87°35'57" WEST, A DISTANCE OF 55.11 FEET TO A POINT; THENCE NORTH 02°24'03" EAST, A DISTANCE OF 72.83 FEET TO A POINT; THENCE SOUTH 87°35'57" EAST, A DISTANCE OF 55.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 4,013.54 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION
COMMON AREA**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOTS 8 AND 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF SOUTH 00°17'53" WEST, A DISTANCE OF 199.96 FEET TO THE SOUTHEAST CORNER OF SAID REMAINING PORTION OF LOT 9; THENCE NORTH 89°47'58" WEST ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 9, A DISTANCE OF 90.54 FEET TO A POINT; THENCE SOUTH 02°24'03" WEST, A DISTANCE OF 310.13 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE REMAINING PORTION OF SAID LOT 8; THENCE NORTH 89°46'31" WEST ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 8, A DISTANCE OF 159.51 FEET TO THE SOUTHWEST CORNER OF SAID REMAINING PORTION OF LOT 8; THENCE NORTH 44°45'06" WEST ALONG A SOUTHWEST LINE OF SAID REMAINING PORTION OF LOT 8, A DISTANCE OF 37.19 FEET TO A WEST CORNER OF SAID REMAINING PORTION OF LOT 8, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH 27TH STREET; THENCE NORTH 02°24'03" EAST ALONG THE WEST LINE OF SAID REMAINING PORTION OF LOTS 8 AND 9, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 470.25 FEET TO A WEST CORNER OF SAID REMAINING PORTION OF LOT 9; THENCE NORTH 46°28'54" EAST ALONG A NORTHWEST LINE OF SAID REMAINING PORTION OF LOT 9, A DISTANCE OF 19.72 FEET TO THE NORTHWEST CORNER OF SAID REMAINING PORTION OF LOT 9; THENCE SOUTH 89°47'17" EAST ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9, A DISTANCE OF 256.26 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING:

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE WESTERLY ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF NORTH 89°47'17" WEST, A DISTANCE OF 191.62 FEET TO A POINT; THENCE SOUTH 00°12'43" WEST, A DISTANCE OF 14.00 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 82.35 FEET TO A POINT; THENCE NORTH 87°35'57" WEST, A DISTANCE OF 65.00 FEET TO A POINT; THENCE NORTH 02°24'03" EAST, A DISTANCE OF 79.87 FEET TO A POINT; THENCE SOUTH 89°47'17" EAST, A DISTANCE OF 64.90 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE WESTERLY ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF NORTH 89°47'17" WEST, A DISTANCE OF 191.62 FEET TO A POINT; THENCE SOUTH 00°12'43" WEST, A DISTANCE OF 14.00 FEET TO A POINT; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 82.35 FEET TO A POINT; THENCE SOUTH 87°35'57" EAST, A DISTANCE OF 1.75 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 100.70 FEET TO A POINT; THENCE NORTH 87°42'09" WEST, A DISTANCE OF 71.00 FEET TO A POINT; THENCE NORTH 02°17'51" EAST, A DISTANCE OF 100.83 FEET TO A POINT; THENCE SOUTH 87°35'57" EAST, A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 8, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID REMAINING PORTION OF LOT 8 ON AN ASSUMED BEARING OF NORTH 89°46'31" WEST, A DISTANCE OF 206.73 FEET TO A POINT; THENCE NORTH 00°13'29" EAST, A DISTANCE OF 14.52 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE NORTH 87°49'01" WEST, A DISTANCE OF 62.50 FEET TO A POINT; THENCE NORTH 02°17'51" EAST, A DISTANCE OF 75.00 FEET TO A POINT; THENCE SOUTH 87°49'01"

EAST, A DISTANCE OF 62.50 FEET TO A POINT; THENCE SOUTH 02°17'51" WEST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 9; THENCE WESTERLY ALONG THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9 ON AN ASSUMED BEARING OF NORTH 89°47'17" WEST, A DISTANCE OF 9.15 FEET TO A POINT; THENCE SOUTH 00°12'43" WEST, A DISTANCE OF 18.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 02°24'03" WEST, A DISTANCE OF 72.83 FEET TO A POINT; THENCE NORTH 87°35'57" WEST, A DISTANCE OF 55.11 FEET TO A POINT; THENCE NORTH 02°24'03" EAST, A DISTANCE OF 72.83 FEET TO A POINT; THENCE SOUTH 87°35'57" EAST, A DISTANCE OF 55.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 91,037.46 SQUARE FEET OR 2.57 ACRES, MORE OR LESS.

EXHIBIT D

KING'S CROSSING CONDOMINIUM

ALLOCATION OF VOTING RIGHTS

<i>Unit</i>	<i>Votes</i>
Unit 1	100
Unit 2	100
Unit 3 (may be added)	100
Unit 4 (may be added)	100
Unit 5	100
Unit 6	100
Unit 7 (may be added)	100
Unit 8	100

EXHIBIT E

Additional Units which may be Added to the Condominium

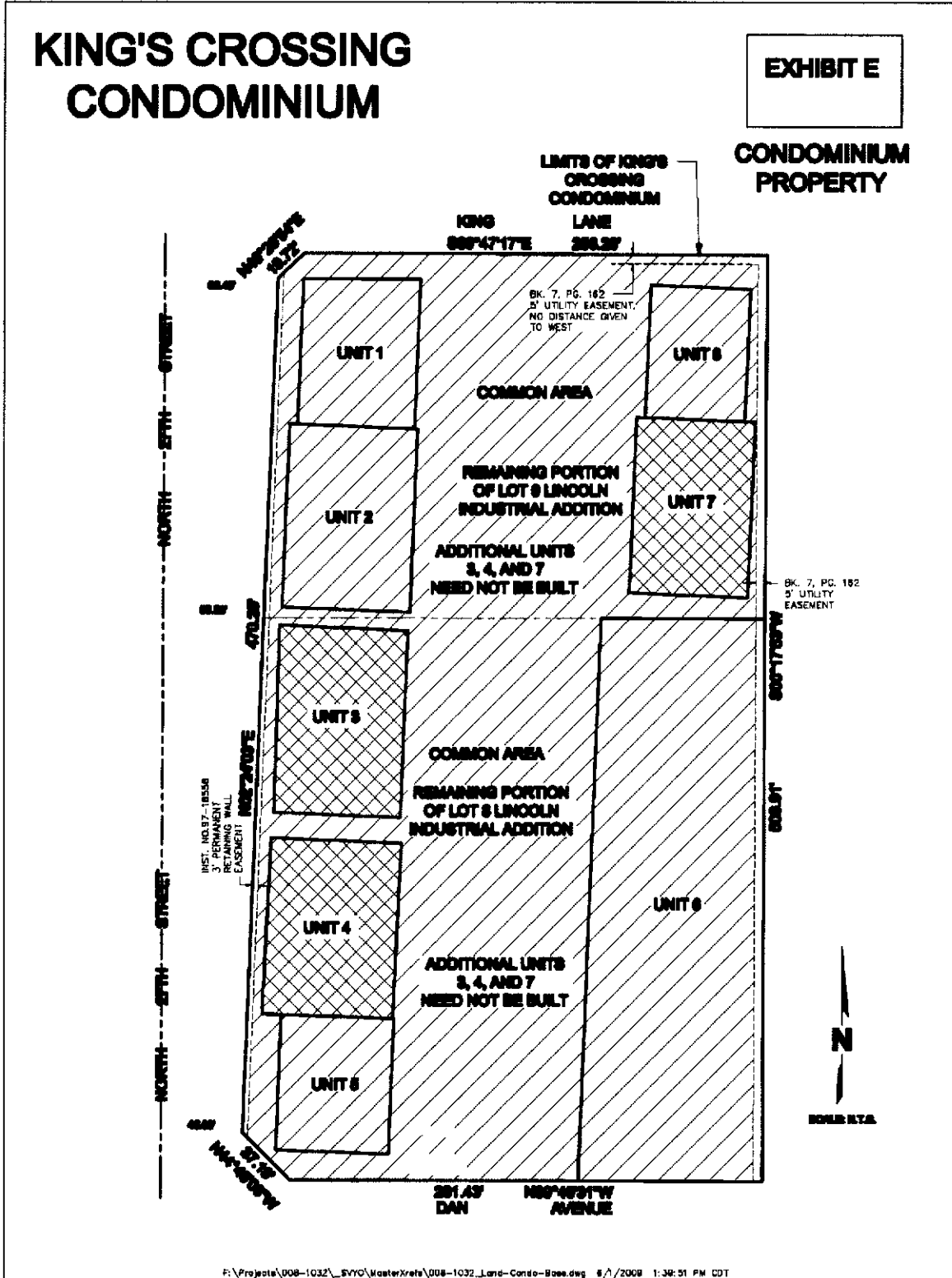


EXHIBIT "F"
Area of Shared Maintenance

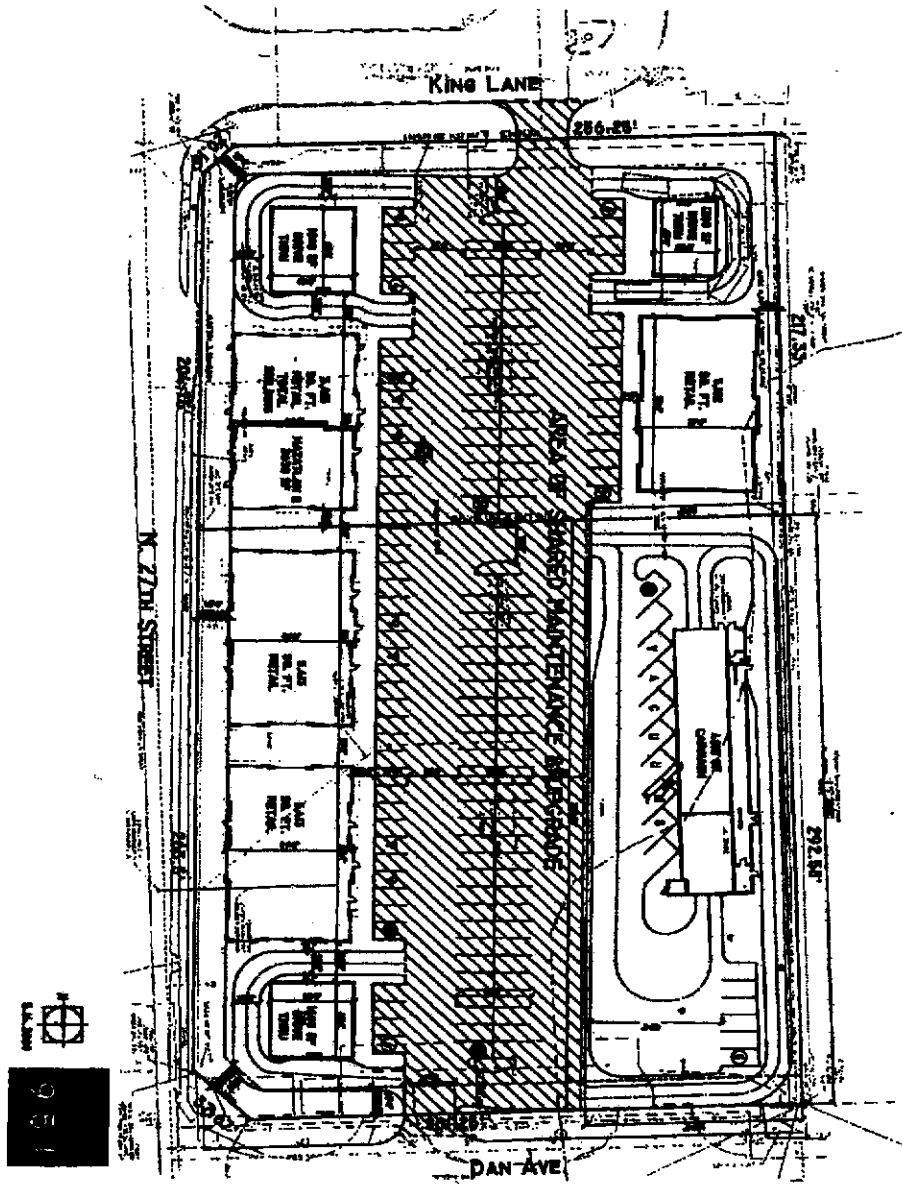


EXHIBIT SHOWN FOR PURPOSES OF DESIGNATING MAINTENANCE AREAS ONLY
DOES NOT INDICATE LOCATION OR NECESSITY OF IMPROVEMENT CONSTRUCTION