



Mail

Please record and return to Alan Slattery, Rembolt Ludtke LLP, 1201 Lincoln Mall, Ste 102, Lincoln, NE 68508

**THIRD AMENDMENT TO CONDOMINIUM DECLARATION  
OF KING'S CROSSING CONDOMINIUM**

This Third Amendment to Condominium Declaration of King's Crossing Condominium (the "Third Amendment") is made this 15 day of October, 2014, by KC Unit 3, LLC, a Nebraska limited liability company, which is referred to herein as the "Declarant" or "KC Unit 3"

RECITALS

WHEREAS, a Condominium Declaration establishing King's Crossing Condominium (the "Condominium"), and amendments thereto, were adopted and recorded with the Register of Deeds of Lancaster County, Nebraska, as follows:

Condominium Declaration recorded on August 10, 2009, as Instrument No. 2009044540; as amended by the First Amendment to Condominium Declaration recorded on February 15, 2011, as Instrument No. 2011008039; and as further amended by the Second Amendment to Condominium Declaration recorded on March 31, 2011, as Instrument No. 2011014661

(the Condominium Declaration, as amended, is referred to herein as the "Declaration");

WHEREAS, the Declaration establishes the following condominium units. Units 1, 2, 3, 4, 5, 6 and 8, King's Crossing Condominium, a condominium, Lincoln, Lancaster County, Nebraska (the "Units" and herein referred to by Unit number),

WHEREAS, KC Unit 3 is the successor by merger to King Dan, LLC, the original Declarant of the Condominium, pursuant to Articles of Merger of KC Unit 1, LLC, KC Unit 2, LLC, KC Unit 3, LLC, KC Unit 4 LLC, and King Dan, LLC which Articles of Merger were adopted and filed with the Nebraska Secretary of State on September 3, 2013, as Filing No 1001237946,

WHEREAS, KC Unit 3 holds and possesses all rights and obligations of the Declarant and/or King Dan as set forth in the Declaration; and

WHEREAS, KC Unit 3 is the record title owner of Unit 2 of the Condominium, and pursuant to **Section 14** of the Declaration, intends to divide Unit 2 and create Unit 2A and Unit 2B as set forth herein,

NO  
KICRCD

NOW THEREFORE, KC Unit 3, in its capacity as Declarant, acting pursuant to, and without limitation, the power of amendment set forth in the Declaration, does hereby amend the Declaration as follows:

1. Unit 2 is hereby subdivided into two units, which shall be hereinafter identified as Unit 2A and Unit 2B. The Declaration is hereby amended to reflect the subdivision of Unit 2:

1.1 The page captioned Page 2 of 6 of Exhibit B of the original Declaration is hereby deleted and the pages captioned as Exhibit B, Page 1 of 2, and Exhibit B, Page 2 of 2, which are attached to this Third Amendment, are hereby adopted and substituted in its place as part of Exhibit B as the Plans of Unit 2A and Unit 2B.

1.2 The page captioned as Page 2 of 9 (Legal Description, Unit 2) of Exhibit C of the original Declaration is hereby deleted and the pages captioned as Exhibit C, Page 1 of 2, and Exhibit C, Page 2 of 2, which are attached to this Third Amendment, are hereby adopted and substituted in its place as part of Exhibit C as the legal descriptions of Unit 2A and Unit 2B.

1.3 Exhibit D (Allocation of Voting Rights) of the Declaration is hereby deleted and Exhibit D attached to this Third Amendment is hereby adopted and substituted in its place.

1.4 Exhibit E (Condominium Property) of the Declaration is hereby deleted and the Exhibit E attached to this Third Amendment is hereby adopted and substituted in its place.

2. Pursuant to the rights granted to Declarant under **Section 14** of the Declaration, the following **Sections 20 through 23** are hereby added to the Declaration to address issues arising with regard to subdivided Units sharing a common wall:

20 Party Wall. Each wall which is built and placed on the common boundary line between two abutting Units, and which serves as a dividing line between the Units, shall constitute a party wall. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

21 Compatible Materials. All exterior visible construction materials on each side of, and above and below, a party wall, shall be of like kind and compatible.

22 Shared Cost. The costs of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the party wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any Unit Owner who has used the party wall may restore it, and if the other Unit Owner(s) thereafter make use of the party wall, such Unit Owner(s) shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Unit Owner to call for a larger contribution from the other Unit Owner(s) under any rule of law regarding liability for negligent or willful acts or omissions.

23. Negligence. Notwithstanding any other provision of this Declaration, a Unit Owner who by its, his, or her negligence, willful act or omission causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

**Declarant:** KC Unit 3, LLC, a Nebraska limited liability company, successor by merger to King Dan, LLC, a Nebraska limited liability company,

By: Sam Manzitto  
Sam Manzitto, Sr., Manager

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

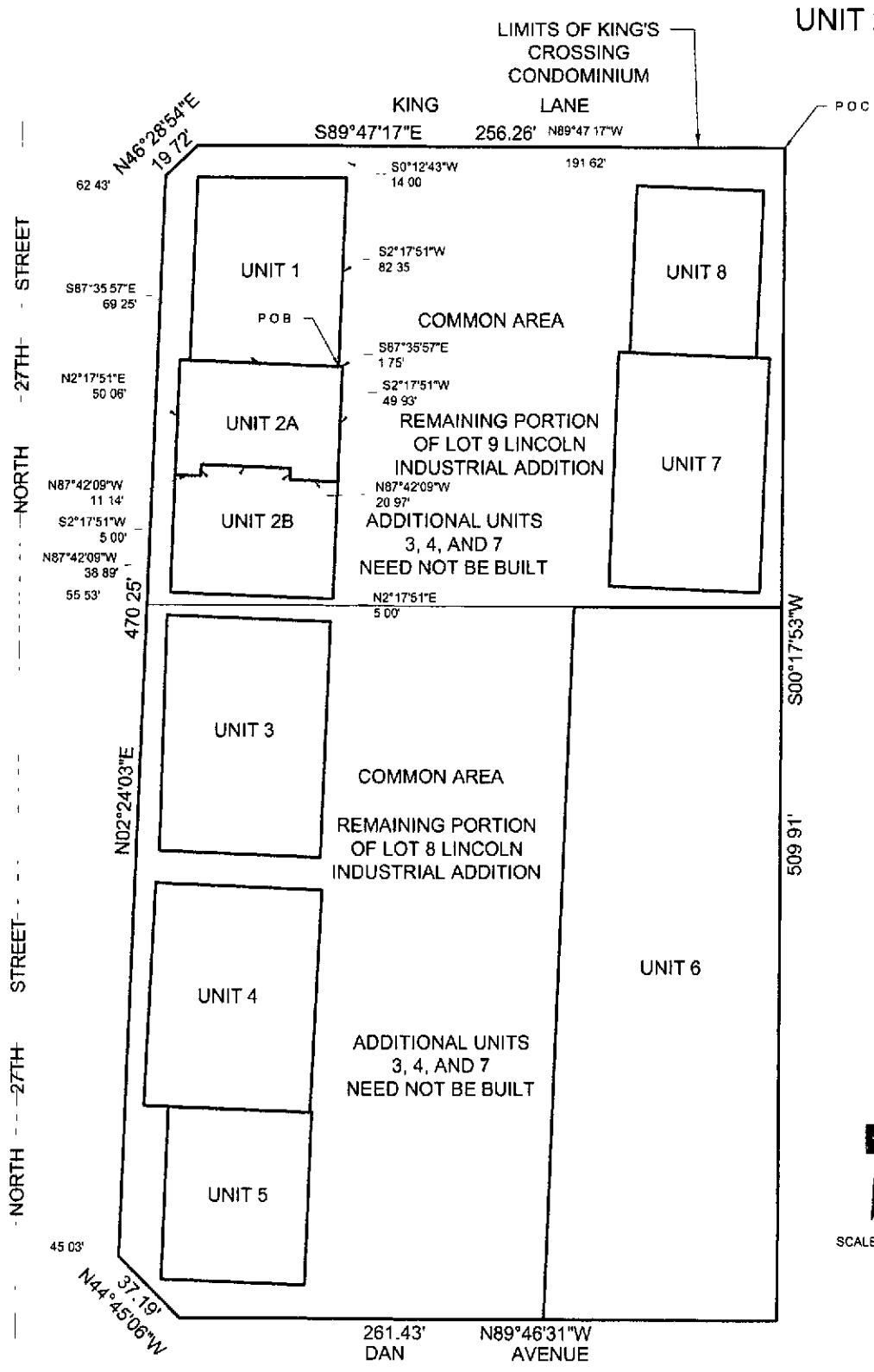
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2014, by Sam Manzitto, Sr., Manager of KC Unit 3, LLC, a Nebraska limited liability company, on behalf of KC Unit 3, LLC as Declarant



Elizabeth E Hale  
Notary Public

# KING'S CROSSING CONDOMINIUM

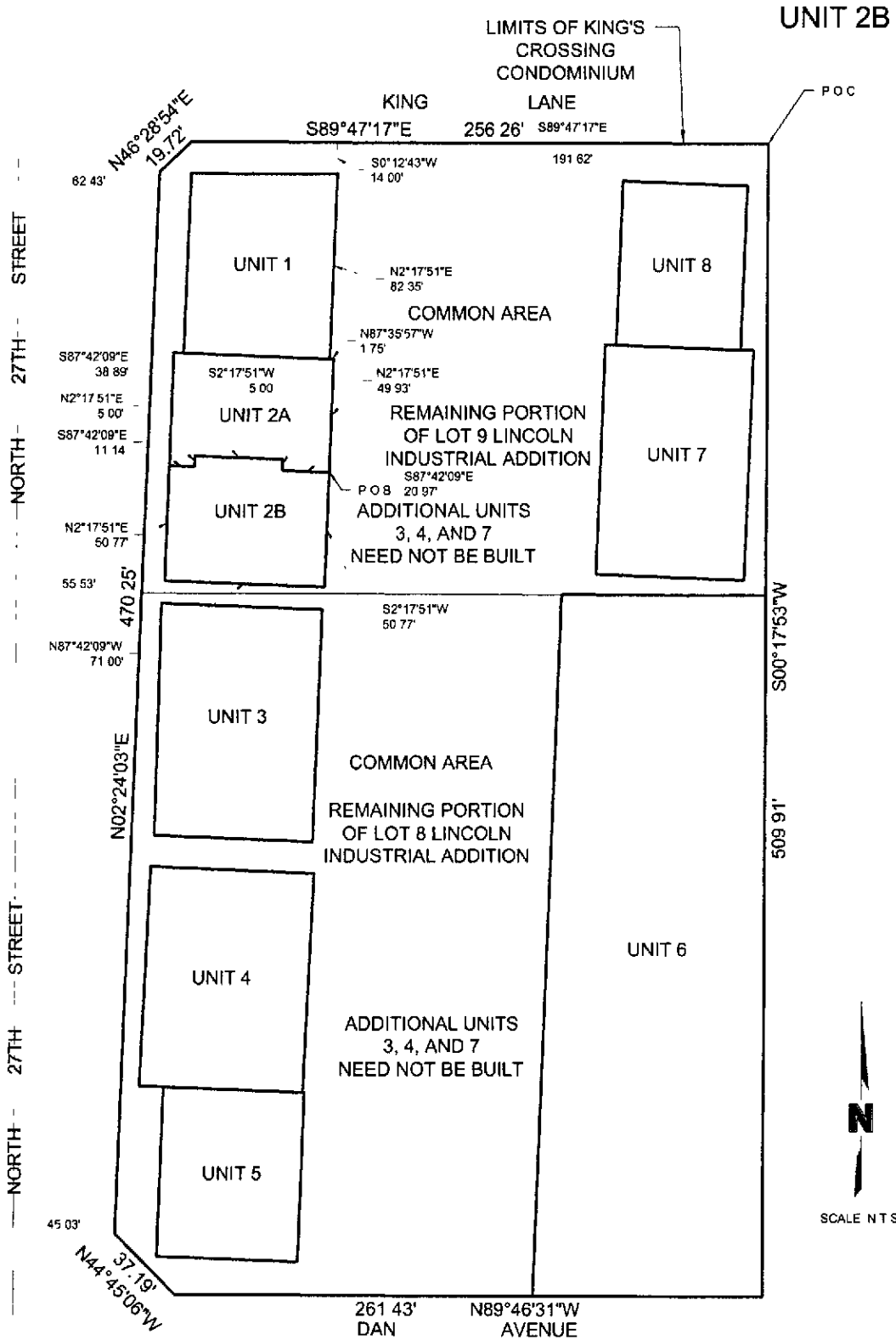
EXHIBIT B  
P. 1 OF 2



SCALE N T S

# KING'S CROSSING CONDOMINIUM

EXHIBIT B  
P. 2 OF 2



SCALE N T S

LEGAL DESCRIPTION  
UNIT 2A

EXHIBIT C  
P. 1 OF 2

*NO  
KICKED  
NO  
LIN*

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, SAID TRACT ALSO KNOWN AS A PORTION OF UNIT 2, KING'S CROSSING CONDOMINIUM, FILED OF RECORD LANCASTER COUNTY REGISTER OF DEEDS, INST. NO. 2009044540, 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 LOT 9, LINCOLN INDUSTRIAL ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF COMMON AREA, KING'S CROSSING CONDOMINIUM; THENCE WESTERLY ON THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9, SAID LINE BEING THE NORTH LINE OF SAID COMMON AREA, ON AN ASSUMED BEARING OF N89°47'17"W, A DISTANCE OF 191.62' TO A POINT, THENCE S00°12'43"W, A DISTANCE OF 14 00' TO THE NORTHEAST CORNER OF UNIT 1, KING'S CROSSING CONDOMINIUM; THENCE S02°17'51"W ON THE EAST LINE OF SAID UNIT 1, A DISTANCE OF 82.35' TO THE SOUTHEAST CORNER OF SAID UNIT 1, SAID POINT BEING ON THE NORTH LINE OF UNIT 2, KING'S CROSSING CONDOMINIUM, SAID POINT BEING **THE TRUE POINT OF BEGINNING**, THENCE S87°35'57"E, ON THE NORTH LINE OF SAID UNIT 2, A DISTANCE OF 1 75' TO THE NORTHEAST CORNER OF SAID UNIT 2; THENCE S02°17'51"W, ON THE EAST LINE OF SAID UNIT 2, A DISTANCE OF 49.93' TO A POINT, THENCE N87°42'09"W, A DISTANCE OF 20 97' TO A POINT, THENCE N02°17'51"E, A DISTANCE OF 5.00' TO A POINT, THENCE N87°42'09"W, A DISTANCE OF 38 89' TO A POINT, THENCE S02°17'51"W, A DISTANCE OF 5.00' TO A POINT; THENCE N87°42'09"W, A DISTANCE OF 11.14' TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID UNIT 2; THENCE N02°17'51"E, ON THE WEST LINE OF SAID UNIT 2, A DISTANCE OF 50 06' TO THE NORTHWEST CORNER OF SAID UNIT 2, THENCE S87°35'57"E, ON THE NORTH LINE OF SAID UNIT 2, A DISTANCE OF 69 25' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 3,355.38 SQUARE FEET OR 0.08 ACRES, MORE OR LESS

LEGAL DESCRIPTION  
UNIT 2B

EXHIBIT C  
P. 2 OF 2

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 9, LINCOLN INDUSTRIAL ADDITION, SAID TRACT ALSO KNOWN AS A PORTION OF UNIT 2, KING'S CROSSING CONDOMINIUM, FILED OF RECORD LANCASTER COUNTY REGISTER OF DEEDS, INST. NO. 2009044540, 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 LOT 9, LINCOLN INDUSTRIAL ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF COMMON AREA, KING'S CROSSING CONDOMINIUM; THENCE WESTERLY ON THE NORTH LINE OF SAID REMAINING PORTION OF LOT 9, SAID LINE BEING THE NORTH LINE OF SAID COMMON AREA, ON AN ASSUMED BEARING OF N89°47'17"W, A DISTANCE OF 191.62' TO A POINT; THENCE S00°12'43"W, A DISTANCE OF 14.00' TO THE NORTHEAST CORNER OF UNIT 1, KING'S CROSSING CONDOMINIUM, THENCE S02°17'51"W ON THE EAST LINE OF SAID UNIT 1, A DISTANCE OF 82.35' TO THE SOUTHEAST CORNER OF SAID UNIT 1, SAID POINT BEING ON THE NORTH LINE OF UNIT 2, KING'S CROSSING CONDOMINIUM; THENCE S87°35'57"E, ON THE NORTH LINE OF SAID UNIT 2, A DISTANCE OF 1.75' TO THE NORTHEAST CORNER OF SAID UNIT 2; THENCE S02°17'51"W, ON THE EAST LINE OF SAID UNIT 2, A DISTANCE OF 49.93' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S02°17'51"W ON THE EAST LINE OF SAID UNIT 2, A DISTANCE OF 50.77' TO THE SOUTHEAST CORNER OF SAID UNIT 2; THENCE N87°42'09"W, ON THE SOUTH LINE OF SAID UNIT 2, A DISTANCE OF 71.00' TO THE SOUTHWEST CORNER OF SAID UNIT 2; THENCE N02°17'51"E, ON THE WEST LINE OF SAID UNIT 2, A DISTANCE OF 50.77' TO A POINT, THENCE S87°42'09"E, A DISTANCE OF 11.14' TO A POINT; THENCE N02°17'51"E, A DISTANCE OF 5.00' TO A POINT, THENCE S87°42'09"E, A DISTANCE OF 38.89' TO A POINT; THENCE S02°17'51"W, A DISTANCE OF 5.00' TO A POINT; THENCE S87°42'09"E, A DISTANCE OF 20.97' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 3,799.04 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

Monday, September 29, 2014

F:\Projects\014-2489\\_SRVY\MasterXrefs\Documents\Unit 2B Legal.doc

**EXHIBIT D**

King's Crossing Condominium

Allocation of Voting Rights

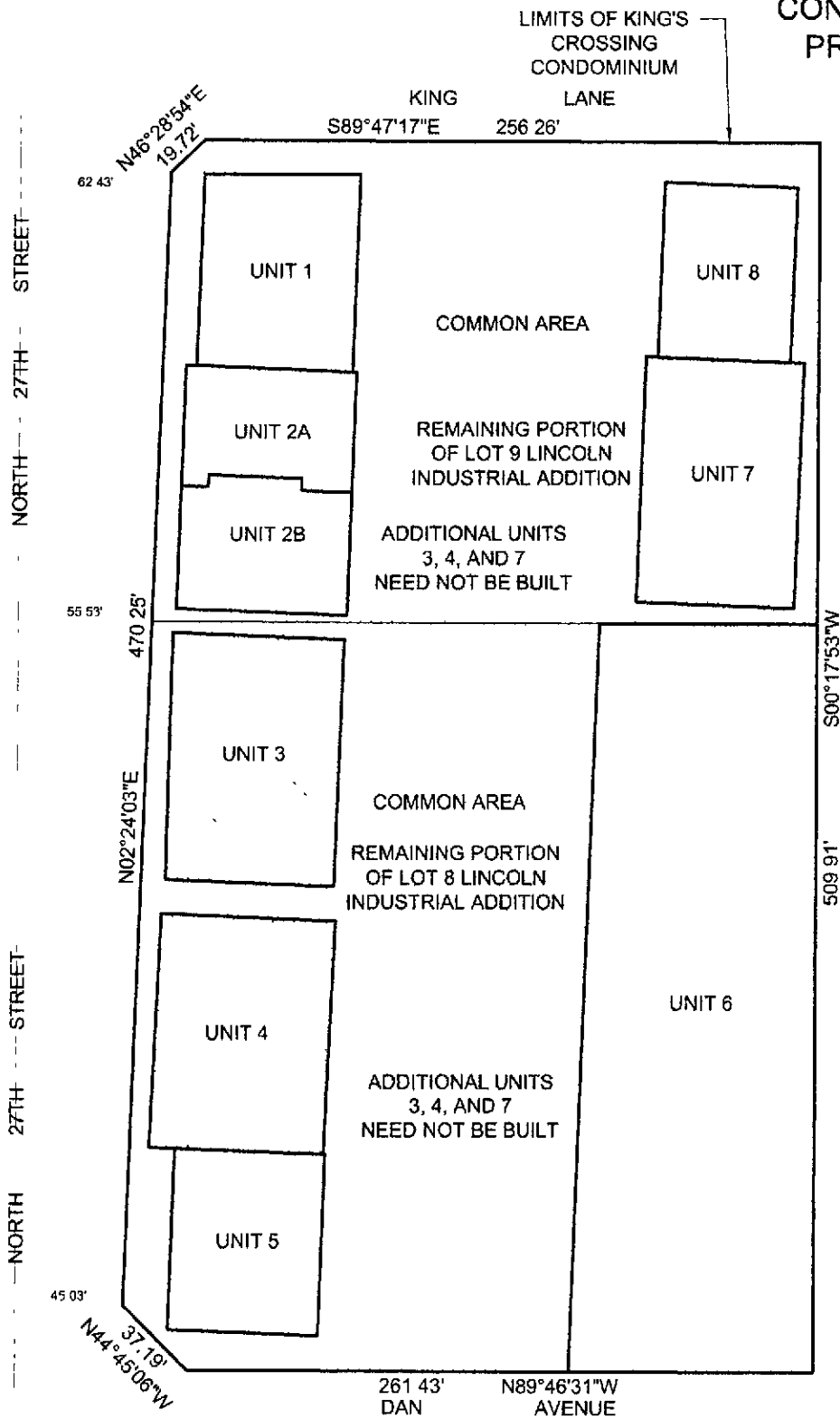
<i>Unit</i>	<i>Votes</i>
Unit 1	100
Unit 2A	50
Unit 2B	50
Unit 3	100
Unit 4	100
Unit 5	100
Unit 6	100
Unit 7	100
Unit 8	100



# KING'S CROSSING CONDOMINIUM

EXHIBIT E  
P. 1 OF 1

CONDOMINIUM  
PROPERTY



SCALE N T S

10/1/2014 10:10:10 AM 10/1/2014 10:10:10 AM 10/1/2014 10:10:10 AM 10/1/2014 10:10:10 AM 10/1/2014 10:10:10 AM