

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

**DECLARATION OF
200 & 216 N. 11th STREET CONDOMINIUM**

A. As of December 22, 2017, the undersigned as Declarants create a Condominium in the manner established by the Nebraska Condominium Act, Neb. Rev. Stat. § 76-825 to 76-894 ("Act") by executing and filing of record the Declaration of 200 & 216 N. 11th Street Condominium, filed of record as Instrument Number _____ in the Lancaster County Register of Deeds Office, in Lincoln, Nebraska. ("**Declaration**").

1. **DEFINITIONS.**

The terms used in this Declaration shall have the meanings stated in the Act, unless otherwise defined in this Declaration. Additional and supplemental definitions are as follows:

A. "**Air Rights**" means individually and collectively the Walkway Air Rights, North Building Air Rights, South Building Second/Third Story Building Air Rights, South Building Fourth Story Building Air Rights and South Building Fifth Story Building Air Rights as more particular described in Section 10 K. below.

B. "**Articles**" means the Articles of Incorporation of the Association as they may be amended.

C. "**Association**" means 200 & 216 N. 11th Street Condominium Association, a Nebraska nonprofit corporation.

D. "**Board of Directors**" or "**Board**" means the governing body of the Association.

E. "**Building**" individually means and "**Buildings**" collectively means the North Building and South Building located or to be located upon the Property containing the Units and Common Elements as shown on the Plats and Plans.

F. "**Bylaws**" means the Bylaws of the Association adopted by the Board pursuant to the terms of the Bylaws, as they may be amended.

G. “**CAS**” means Cas-Neb-neda, LLC, a Nebraska limited liability company, and its successors and assigns.

H. “**CAS Property**” means the real estate, building and improvements located upon the North 72 feet of the West 47 feet of Lot 7, Block 36, Original City of Lincoln, Lancaster County, Nebraska.

I. “**City**” means the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska.

J. “**Common Element**” or “**Common Elements**” means all portions of the Condominium other than the Units, including the Property. Certain Common Elements serving or benefiting one or two Units described below are sometimes referred to herein as “**Limited Common Element**” or “**Limited Common Elements**”). Certain Common Elements serving or benefiting all the Units described below are sometimes referred to herein as a “**General Common Element**” or “**General Common Elements**”.

K. “**Common Expenses**” means the expenses and liabilities incurred by the Association for the administration, Maintenance, repair, replacement, operation, insurance and management of the Condominium pursuant to the requirements imposed upon the Association by this Declaration and the expenses and liabilities described in this Declaration.

L. “**Condominium**” means the condominium regime described in this Declaration.

M. “**Condominium Documents**” means this Declaration, the Articles, the Bylaws and the Rules and Regulations.

N. “**Declarant**” means individually CAS, LCC or Enterprises.

O. “**Declarants**” means collectively CAS, LCC and Enterprises.

P. “**Elevator**” means individually and collectively the North Building North Elevators, North Building South Elevator and South Building Elevator.

a. The “**North Building North Elevator**” means (i) the vertical elevator located on the north side of the Kindler Condo Unit with available public stops on the first and fourth floor of the Kindler Condo Unit and Skywalk as shown on the Plan in Exhibit “A”, which is attached hereto and incorporated herein by this reference. The Allocated Interest and votes of the Association in the North Building North Elevator is shown on Exhibit “B”, which is attached hereto and incorporated herein by this reference.

b. The “**North Building South Elevator**” means the vertical elevator located on the south side of the Kindler Condo Unit (i) with available stops on the basement, and second floor of the LCC Condo Unit and on the third and fourth floor of the

Enterprises Condo Unit and (ii) with available future stops on the fifth floor stop of the 5th Floor Condo Unit as shown on the Plan in Exhibit "A". The Allocated Interest and votes of the Association in the North Building South Elevator is shown on Exhibit "B".

- c. The **"South Building Elevator"** means the vertical elevator located on the north side of the LCC Condo Unit and Enterprises Condo Unit with available stops (i) on the basement, first, and second floor stops of the LCC Condo Unit and (i) on the third and fourth floor stops of the Enterprises Condo Unit as shown on the Plan in Exhibit "A". The Allocated Interest and votes of the Association in the South Building Elevator is shown on Exhibit "B".

Q. **"Enterprises"** means Commercial Club Enterprises, LLC, a Nebraska limited liability company, and its successors and assigns.

R. **"Enterprises Condo Unit"** means the single Unit located upon portions of the third and fourth floor Unit spaces and the potential future 5th Floor Condo Units of the South Building as shown on Exhibit "A" and sometimes referred to herein as S300-S400 and the potential future 5th Floor Condo Units.

S. **"Family and Friends"** means the owners of Enterprises Condo Units and their successors and assigns, family members, partners, tenants and guests who the Enterprises Condo Unit owner has given permission to occupy all or portions of the Enterprises Condo Unit and whose name(s) have been sent in writing to the operator of the Kindler Condo Unit.

T. **"First Mortgage"** means a first mortgage, deed of trust, or other document pledging a Unit as security for the payment of a debt or obligation.

U. **"First Mortgage Lender"** means any person, corporation, partnership, trust, company, association, or other legal entity which takes, owns, holds, or receives a First Mortgage.

V. **"Four Story Building"** means that portion of the South Building that is located upon the south portion of the LCC Property that currently contains a four-story building and in the future could increase in height to a five-story building by construction of the 5th Floor Condo Units.

W. **"Hotel Improvements"** mean the N. 11th Street rollover curbs, pedestrian bollard lighting, pedestrian covered canopy drop, front door valet parking/check-in stand and related utilities and improvements located in the N. 11th Street right of way and described in the Hotel Improvements Agreement between by CAS and the City, dated _____, 2017 and filed of record in the Lancaster County Register of Deeds Office as Instrument No. _____, as may be amended from time to time (**"Hotel Improvement Agreement"**).

X. **"Kindler Condo Unit"** means the single Unit located upon portions of the basement, first, second, third, fourth, fifth, sixth and seventh floor Unit spaces of the North Building as shown on Exhibit "A" and sometimes referred to herein as N100.

Y. **“LCC”** means Lincoln Commercial Club, LLC, a Nebraska limited liability company, and its successors and assigns.

Z. **“LCC Condo Units”** means individually and collectively the three separate Units located upon portions of the basement, first floor and second floor Unit space of the South Building as shown on Exhibit “A” and sometimes referred to herein as S100 (including South Building basement) and S200.

Z. **“LCC Property”** means the real estate, building and improvements located upon Lots 8, and the South 70 feet of Lot 7, and the East 3 feet of the North 72 feet of Lot 7, Block 36, Original City of Lincoln, Lancaster County, Nebraska.

AA. **“Maintain”** or **“Maintenance”** means the maintenance, operation, repair and replacement.

BB. **“Member”** means every individual or entity who is a record Owner of a fee or undivided fee interest in any Unit. If the ownership of a Unit is held in more than one name, the Owners shall designate one person for voting purposes (**“Voting Member”**). There shall be one class of membership in the Association.

CC. **“Mortgage”** means any mortgage, deed of trust, or other document pledging a Unit as security for the payment of a debt or obligation.

DD. **“Mortgage Lender”** means any person, corporation, partnership, trust, company, association, or other legal entity which takes, owns, holds, or receives a Mortgage.

EE. **“North Building”** means the 216 N. 11th Street building and its expansion located upon the CAS Property (including the Walkway) and located north of and connected to the South Building.

FF. **“Not to Protest Valuation”** means each Units’ Not to Protest Valuations as shown on Exhibit “C”, which is attached hereto and incorporated herein by this reference.

GG. **“Owner”** means any individual, corporation, partnership, association, or other legal entity, holding legal title to a Unit, but does not include any such person or entity having an interest solely as security for an obligation.


HH. **“Parking Garage”** means the City’s Que Place Parking Garage (1111 “Q” Street).

II. **“Plats and Plans”** are attached as Exhibit “A”. References to **“Civil”** elevations on Exhibit “A” refers to the NAVD88 (City Datum).

JJ. **“Projected Value Allocated Interest”** means the undivided interest in the Common Elements, Limited Common Elements and votes of the Association allocated to each Unit based upon the Projected Values of the Units as shown on Exhibit “B”, but excluding (i) the North

Building—North Elevator and South Elevator Allocated Interest, (ii) Skywalk Allocated Interest and (iii) South Building Elevator, North Stairway and South Stairway, South Building Roof & South Building First Floor Access Easement Allocated Interest.

KK. **“Property”** means the CAS Property and the LCC Property.

LL. **“Redevelopment Agreement”** means (i) the City of Lincoln, Nebraska Redevelopment Agreement (11th & P Hotel & Lincoln Commercial Club Redevelopment Project) executed on May 4, 2017 and related exhibits and easements, between the City of Lincoln, Nebraska (“City”) and Declarants, regarding development and use of the Property, streetscape, and utilities, use of the Building façade and Skywalk, responsibilities to Maintain certain improvements and imposing certain restrictions and obligations upon the Declarants and future owners as provided for in the Redevelopment Agreement, including, but not limited to, Section 210 and Section 304 hereof, Façade Enhancements & Encroachment Easements (Exhibit “E”), Hotel Improvements Agreement (Exhibit “G”), Skywalk Agreement (Exhibit “H”), and 5th Floor Condo Unit’s Projected TIF Calculation and Projected Uses and Sources of Funds (“Exhibit “M”). A copy of the Redevelopment Agreement is available from the City Clerk for the City of Lincoln, Nebraska. A Memorandum of the Redevelopment Agreement is filed of record against the Property, as Instrument No. 

MM. **“Roof”** means individually and collectively the North Building Roof and South Building Roof.

- a. The **“North Building Roof”** means the exterior roof and related improvements located on the North Building as shown on the Plan in Exhibit “A”. The North Building Roof is a limited common element of the Kindler Condo Unit.
- b. The **“South Building Roof”** means the exterior roof and related improvements located on the South Building as shown on the Plan in Exhibit “A”. The South Building Roof is a limited common element of the LCC Condo Unit and the Enterprises Condo Unit and the Unit Allocated Interest and votes of the Association in the South Building Roof is shown on Exhibit “B”.

“Rules and Regulations” means the rules and regulations adopted by the Board pursuant to the terms of the Bylaws, as they may be amended.

NN. **“Skywalk”** means a skywalk over the east-west alley located on Block 36, Original City of Lincoln, Lancaster County, Nebraska, along with any related improvements and connecting (i) the 4th floor hallway corridor of the Kindler Condo Unit and (ii) the Parking Garage, including obtaining the necessary City Chapter 14.54 License and other necessary governmental approvals of said Skywalk and connecting points. The Allocated Interest and votes of the Association in the Skywalk is shown on Exhibit “B”.

OO. **“South Building”** means the 200 N. 11th Street building and its potential expansion located upon the LCC Property (excluding the Walkway) and located south of and connected to the North Building.

- a. **“Two/Three Story Building”** means that portion of the South Building that is located upon the northeast portion of the LCC Property that contains a two/three-story building.
- b. **“Four Story Building”** means that portion of the South Building that is located upon the south portion of the LCC Property that currently contains a four-story building and in the future could increase in height to five-story building by construction of the 5th Floor Condo Units.

PP. **“Square Feet Allocated Interest”** means the percentage interest of each Unit based upon the square feet size of the Units, as shown on Exhibit “B”.

QQ. **“Stairways”** means individually and collectively the North Building Stairways and South Building Stairways.

- a. The **“North Building North Stairway”** means the vertical stairway and emergency exiting located on the north side of the Kindler Condo Unit with available public stops on the first and fourth floor of the Kindler Condo Unit and Skywalk as shown on the Plan in Exhibit “A”. The North Building North Stairway is a limited common element of the Kindler Condo Unit.
- b. The **“North Building South Stairway”** means the vertical stairway and emergency exiting located on the south side of the Kindler Condo Unit. The North Building South Stairway is a limited common element of the Kindler Condo Unit.
- c. The **“South Building 11th Street Stairway”** means the vertical stairway and emergency exiting located on the north side of the LCC Condo Unit and Enterprises Condo Unit (i) with available stops on the basement, first, and second floor of the LCC Condo Unit and (ii) on the third and fourth floor of the Enterprises Condo Unit and (ii) with available future stop on the fifth floor of the 5th Floor Condo Unit as shown on the Plan in Exhibit “A” and exiting on to 11th Street. The Allocated Interest and votes of the Association in the South Building 11th Street Stairway is shown on Exhibit “B”.
- d. The **“South Building “P” Street Stairway”** means the vertical stairway and emergency exiting located on the south side of the LCC Condo Unit and Enterprises Condo Unit (i) with available stops on the basement, first, and second floor of the LCC Condo Unit and on the third and fourth floor of the Enterprises Condo Unit and (ii) with an available future stop on the fifth floor of the 5th Floor Condo Unit, as shown on the Plan in Exhibit “A” and exiting on to “P” Street. The Allocated Interest and votes of the Association in the South Building “P” Street Stairway is shown on Exhibit “B”.

RR. **“Total Allocated Interest”** means (i) the North Building—North Elevator and South Elevator Allocated Interest, (ii) Skywalk Allocated Interest, (iii) South Building Elevator, North

Stairway and South Stairway, South Building Roof & South Building First Floor Access Easement Allocated Interest, and (iv) Projected Value Allocated Interests of the undivided interest in the remaining balance of the Common Elements, Limited Common Elements and votes of the Association allocated to each Unit as shown on Exhibit "B".

SS. **"Two/Three Story Building"** means that portion of the South Building that is located upon the northeast portion of the LCC Property that contains a two/three-story building.

TT. **"Unit"** is that portion of the Condominium shown or designated in the Plats and Plans for individual ownership and having a separate identifying number. The Unit boundaries are more particularly described in Section 4 below.

UU. **"Walkway"** means the north/south walkway (approximately 10 feet wide) as shown on Exhibit "A" and currently located upon the LCC Property and related improvements located therein which is located east of the CAS Property and west of the existing Two/Three Story Building.

WW. **"5th Floor Condo Units"** means the potential one story 5th Floor Condo Unit(s) that the owner of Unit S400 elects to create on the fifth floor of the South Building pursuant to Section 7 below.

2. NAMES. The name of the Condominium is 200 & 216 N. 11th Street Condominium (the **"Condominium"**). The name of the Association is 200 & 216 N. 11th Street Condominium Association, a Nebraska nonprofit corporation.

3. DESCRIPTION. The Condominium is situated on the Property in Lancaster County, Nebraska on the following described real estate:

Lots 7 and 8, Block 36, Original City of Lincoln, Lancaster County, Nebraska.

4. UNITS; BOUNDARIES. The Condominium shall initially contain four (4) Units:

- I. Unit N100, 200 & 216 N. 11th Street Condominium, a condominium property regime organized and existing under the laws of the State of Nebraska, pursuant to the Declaration of 200 & 216 N. 11th Street Condominium, recorded _____, 2017 as Inst. No. 2017 _____.
- II. Unit S100, 200 & 216 N. 11th Street Condominium, a condominium property regime organized and existing under the laws of the State of Nebraska, pursuant to the Declaration of 200 & 216 N. 11th Street Condominium, recorded _____, 2017 as Inst. No. 2017 _____.
- III. Unit S200, 200 & 216 N. 11th Street Condominium, a condominium property regime organized and existing under the laws of the State of Nebraska,

pursuant to the Declaration of 200 & 216 N. 11th Street Condominium,
recorded _____, 2017 as Inst. No.
2017 _____.

- IV. Unit S300-400, 200 & 216 N. 11th Street Condominium, a condominium property regime organized and existing under the laws of the State of Nebraska, pursuant to the Declaration of 200 & 216 N. 11th Street Condominium, recorded _____, 2017 as Inst. No. 2017 _____.

The boundaries of each Unit, including the Unit's identifying number, are shown on Exhibit "A", which is attached hereto and incorporated herein by this reference. The boundaries of each Unit are the unfinished interior surface of the walls around the exterior of the Unit, and the unfinished surfaces of the ceiling and floor of the Unit. All space, interior partitions, and other fixtures and improvements located within the boundaries of a Unit are part of the Unit, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the walls, floor and ceiling are part of the Unit.

5. COMMON ELEMENTS.

- A. All portions of the walls, floors, ceilings, improvements or spaces that are not part of the Units are a part of the Common Elements.
- B. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture or improvement lies partially within and partially outside the boundaries of a Unit, any portion serving any portion of that Unit is a Limited Common Element allocated to that Unit. Any portion serving any portion of two Units is a Limited Common Element allocated to those two Units.
- C. Any space or spaces designated as Limited Common Element on Exhibit "A" located outside a Unit's boundary that serves or benefits any portion of two or more Units is a Limited Common Element allocated to those two Units.
- D. Any permitted signs, shutters, awnings, window boxes, doorsteps, stoops, balconies, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

6. SPECIAL DECLARANT RIGHTS. Notwithstanding any contrary provision herein, each Declarant reserves the right, at any time, to exercise any or all of the following rights:

- A. To complete improvements indicated on the Plats and Plans attached as Exhibit "A", at its sole cost and expense;
- B. Modify a Declarant's Unit boundaries of any Unit owned by said Declarant, combining or subdividing Units, adding to or subtracting from the total number of

Units, Common Elements or both, including designation of specified portions of the Common Elements as Limited Common Elements. To exercise this right, a Declarant shall prepare, execute and record an Amendment to this Declaration including the Plats and Plans, assigning an identifying number to each new Declarant's Unit created and reallocating the Total Allocated Interests shown on Exhibit "B" and Not to Protest Valuations shown on Exhibit "C" among said Declarant's Units. The Amendment must also describe any Common Elements created thereby, designating Limited Common Elements and the Declarant's Units to which each is allocated. The boundaries of any Declarant Unit not owned by Declarants, including any Limited Common Elements allocated thereto, shall not be altered pursuant to this Section 6.B. without the prior written consent of the Owner of such Unit;

- C. A Declarant may maintain sales offices, management offices, signs advertising the Condominium, and models. Any Units within the Condominium owned by a Declarant may from time to time be used for such purposes in the Declarant's sole discretion;
- D. Create or use easements through the Common Elements and Limited Common Elements within the Condominium for the purpose of completing improvements shown on the Plats and Plans or making other improvements within the Condominium, in a reasonable manner;
- E. Final Plats and Plans for the North Building and the South Building improvements are preliminary and subject to change. Except as provided in the Redevelopment Agreement, CAS may modify the Plats and Plans and the Total Allocated Interests for the CAS Condo Unit(s), LCC may modify the Plats and Plans and the Total Allocated Interests for the LCC Condo Unit(s) and Enterprises may modify the Plats and Plans and the Total Allocated Interests for the Enterprises Condo Unit(s).. Except as provided in the Redevelopment Agreement, No Owner of a Condo Unit may modify the Plats and Plans and the Total Allocated Interests as they touch and concern the Common Element, without the prior approval of the other applicable Owner(s) of a Condo Unit(s) whose Condo Unit touches or concerns said Common Element and said parties execute and record an amendment to this Declaration to reflect the changes to the Common Elements
- F. Said Declarant(s) shall prepare and record an Amendment to this Declaration including the revised Plats and Plans, and the revised Total Allocated Interests for said Building. The expense of preparation of the Amendment, revisions of the Plats and Plans, the reallocation of the Total Allocated Interests, and recording fees shall be paid by said Declarant(s);
- G. To enforce the Redevelopment Agreement provisions applicable to the Owners and Association; and
- H. To carry out and implement the Development Rights described in Section 7 below.

A Declarant's rights under this Section may be transferred in accordance with the Redevelopment Agreement by written instrument recorded in the office of the Register of Deeds of Lancaster County, Nebraska and indexed against every Declarant's Unit of the Condominium.

7. DEVELOPMENT RIGHTS. The following Declarants hereby reserve the following Development Rights to be exercised at a later date:

- A. Subdivide Units. A Declarant hereby reserves the right to further subdivide the Declarant's Units and amend the Total Allocated Interests and exhibits accordingly. Said Declarant must file an amendment to the Declaration to reallocate all the Total Allocated Interests of the Declarant's Unit among the Units created by the subdivision in a reasonable manner.
- B. Potential 5th Floor Condo Units. The Owner of the Enterprises Condo Unit, at its expense, hereby reserves the right to further develop, design, construct, Maintain, define, create and subdivide the area designated as the 5th Floor Condo Units above a portion of Unit 400 and construct residential unit(s).
 - i. Prior to the preparation and construction of the Fifth Floor Condo Units, the Owner of the Enterprises Condo Unit, at its expense, shall prepare an amendment to this Declaration ("**5th Floor Condo Units Declaration Amendment**") that provides for the following:
 - a. Separate, distinct and defined residential 5th Floor Condo Unit(s) and Common Elements, including plans to be incorporated into Exhibit "A" (collectively "**5th Floor Condo Units Plans**");
 - b. A fair reallocation of the Allocated Interests in Exhibit "B" and the Not to Protest Valuation amounts in Exhibit "C"; and
 - c. Notwithstanding any contrary provision herein, the 5th Floor Condo Unit(s) may be granted the equivalent rights, title, interests and obligations as the Enterprises Condo Unit.
 - ii. Prior to the preparation and construction of the Fifth Floor Condo Units, the Owner of the Enterprises Condo Unit, at its expense, shall comply with the terms and conditions of the Redevelopment Agreement and shall submit said 5th Floor Condo Units Declaration, including the 5th Floor Condo Unit Plans, to the Board for its prior approval, which approval shall not be unreasonably withheld or delayed. Upon the Board's approval, the Owner of the Enterprises Condo Unit, at its expense, shall file said 5th Floor Condo Units Declaration with the Lancaster County Register of Deeds Office and provide the Board a filed stamped original of the 5th Floor Condo Units Declaration.
 - iii. Prior to and during construction of the 5th Floor Condo Unit and related Common Elements and Limited Common Elements, the Owner of the

Enterprises Condo Unit and the Owner(s) of the 5th Floor Condo Unit(s), at their expense, shall cause the contractor to (a) properly protect and waterproof the exterior roof of the South Building, the Units and other related Common Elements from the elements and (b) continue to provide the HVAC and utility services that are then located upon the 4th floor roof or temporarily or permanently relocate any such HVAC equipment or other equipment and improvements.

- iv. During the construction of the 5th Floor Condo Units and until there is substantial completion, the Owner of the Enterprises Condo Unit and the Owner(s) of the 5th Floor Condo Unit(s) will require its construction contractor to carry "builder risk" insurance, which provides said parties as the initial Unit Owner reasonable property insurance protection. After substantial completion of the Condominium, the Association shall obtain property insurance on the 5th Floor Condo Units and new Common Elements as described in Section 23 below.
- v. As part of the construction of the 5th Floor Condo Unit(s), the Owner of the Enterprises Condo Unit and Owner(s) of the 5th Floor Condo Unit(s), at their expense, shall (i) properly permanently relocate any HVAC equipment or other equipment and improvements then located on the fourth floor roof to the new roof over the 5th Floor Condo Unit and (ii) design and construct the new façade and new roof over the 5th Floor Condo Unit(s).
- vi. Upon completion of the 5th Floor Condo Unit(s), the exterior roof, exterior walls, exterior floor and decking shall be Common Elements of the Condominium.

8. TOTAL ALLOCATED INTERESTS. 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 Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements on a nonexclusive basis 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 Owner's Unit. Each Unit's allocated percentage of undivided interest in the various Common Elements and the formulas utilized to establish those allocations are set forth on Exhibit "B". The same formulas shall be used to revise the Total Allocated Interests in the event any Units are subdivided or boundaries of a Unit are changed.

9. SUBDIVISION; REALLOCATION OF BOUNDARIES.

- A. Subdivision of Units. With the written approval of the Board, a Unit may be subdivided into two or more units by the Owner of such Unit. Upon approval, the Board shall prepare and record an Amendment to this Declaration including the Plats and Plans, and the Total Allocated Interests shown on Exhibit "B" shall be reallocated. The expense of preparation of the Amendment, reallocation of the Total Allocated Interests, and recording fees shall be paid in advance or assessed against

the Units affected. This Section shall not be deemed to modify or limit any rights of Declarants under Section 6 above.

- B. Reallocation of Unit Boundaries. The boundaries between adjoining Units may be reallocated by an Amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of the Total Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty (30) days that the reallocations are unreasonable, the Board shall prepare and record an Amendment to this Declaration including the Plats and Plans, and the Total Allocated Interests shown on Exhibit "B" shall be reallocated. The expense of preparation of the Amendment, reallocation of the Total Allocated Interests, and recording fees shall be paid in advance or assessed against the Units affected.

10. USE OF COMMON ELEMENTS AND EASEMENTS.

- A. Common Elements. Each Owner shall have the right to use the Common Elements for their intended purpose and shall have an easement over the Common Elements for that use.
- B. Limited Common Elements. Each Owner shall have the right to use any Limited Common Elements assigned to their Unit and shall have an easement over the assigned Limited Common Elements for that use.
- C. Support Easement. Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and Common Elements.
- D. Encroachment Easement. In the event any Unit or Common Element was constructed so as to or due to reconstruction or movement of the Building, does encroach upon an adjoining Unit or the Common Elements, the Owner of the Unit or the Association, if it is a Common Element, shall have an easement upon the adjoining Unit or Common Elements to the extent of the encroachment.
- E. Association Easement. The Association, its employees, agents and contractors shall have a blanket access and use easement throughout the Condominium, specifically including any Unit, which may be necessary or desirable to enable the Association, Board or Managing Agent to perform their obligations and duties under the Condominium Documents; provided that such party shall provide at least twenty-four (24) hours prior written notice to a Unit Owner for access and use of a Unit (except for emergencies in which written notice shall not be required).
- F. Easements. The Board may grant easements, leases, licenses and concessions over the Common Elements and Limited Common Elements for the installation and Maintenance of utilities and service to the Units and for such other purposes as may be necessary or desirable to enable the Association, Board or Managing Agent to perform their obligations and duties under the Condominium Documents.

- G. Agreement to Grant Future Easements for Sign. Subjection to Section 14 E. below, it is recognized and agreed by Unit Owners hereto that their mutual cooperation is desirable for the design, construction, installation, and Maintenance of future Unit signage abutting the exterior façade of its Unit and visible from the public right-of-ways (directly or including the intervening Common Element wall of said Unit) and a Limited Common Elements wall that is exclusively designated to said Unit. The Unit Owners agree to grant to each other and the Condominium Association the necessary and desired rights, licenses and easements to enter and make use of portions of their respective Units and Common Elements during design, construction, installation, and Maintenance of signage, without additional consideration, in order for the Units and Common Elements and any and all of their related improvements to be functional and useful. Such sign easements, licenses and rights as are then presently definable or describable are to be granted by the Board in one or more operating agreements or other documents and instruments.
- H. Specific Utility and Improvement Easements.
- i. Walkway Utilities Easement. Each Owner shall have the right to use for utility and service improvements and shall have a nonexclusive easement on, over or under the Walkway for utility and service improvements and for the benefit of the Units and Common Elements in the North Building and South Building as shown on the Plan in Exhibit "A" (individually and collectively "**Walkway Utilities Easement**"). Said easement shall be used in a reasonable and safe location, condition and manner that does not materially impact the Walkway Access described in Subsection J. below, including, but not limited to install and Maintain heating, air-conditioning, venting, electrical, communication, cable and data equipment, pipes, lines and connections. The Maintenance costs of the easement shall be paid by the Owner of the Kindler Condo Unit; provided that each Unit Owner shall be responsible for any of its Unit's utilities and service improvements and that the Board shall be responsible for the Common Element utilities and service improvements.
 - ii. North Building Roof Utilities Easement. Each Owner shall have the right to use for utility and service improvements and shall have an nonexclusive easement on and over the roof of the North Building for utility and service improvements and for the benefit of the Kindler Condo Unit and Common Elements as shown on the Plan in Exhibit "A" (individually and collectively "**North Building Roof Utilities Easement**"). Said easement shall be used in a reasonable and safe location, condition and manner, including, but not limited to installation and Maintenance of skylights, heating, air-conditioning, venting, electrical, communication, cable and data equipment, pipes, lines and connections. Each Unit Owner of the Kindler Condo Unit shall be responsible

for any of its Unit utilities and service improvements and that the Board shall be responsible for the Common Element utilities and service improvements.

- iii. South Building Roof Utilities Easement. Each Owner shall have the right to use for utility and service improvements and shall have a nonexclusive easement on and over the roofs of South Building (Second/Third Floor Building and Fourth Floor Building) for utility and service improvements and for the benefit of the LCC Condo Units, Enterprises Condo Unit and Common Elements as shown on the Plan in Exhibit "A" (individually and collectively "**South Building Roof Utilities Easement**"). Said easement shall be used in a reasonable and safe location, condition and manner, including, but not limited to installation and Maintenance of skylights, heating, air-conditioning, venting, electrical, communication, cable and data equipment, pipes, lines and connections. In the event the 5th Floor Condo Units are created, then this easement shall apply to the 5th floor roof of the 5th Floor Condo Unit. Each Unit Owner of the LCC Condo Unit and Enterprises Condo Unit shall be responsible for any of its Unit utilities and service improvements and that the Board shall be responsible for the Common Element utilities and service improvements.

I. Specific Access Easements.

- i. Walkway Access Easement. Each Owner shall have the right to use for access and shall have a nonexclusive easement on and over the Walkway for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users of the Units and Common Elements in the North Building and South Building as shown on the Plan in Exhibit "A" (individually and collectively "**Walkway Access Easement**"). Said easement shall be in a reasonable and safe location, condition and manner and subject to reasonable security rules and regulations established from time to time by the Board. The Maintenance costs of the easement shall be paid by the Owner of the Kindler Condo Unit.
- ii. North Building North Elevator and South Elevator Access Easement. Each Owner shall have the right to use for access and shall have a nonexclusive easement on and over the North Building North Elevator and South Elevator for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users of for the North Building North Elevator and South Elevator as shown on the Plan in Exhibit "A" (individually and collectively "**North Building North Elevator and South Elevator Access Easement**"). Said vertical easement shall be in a reasonable and safe location, condition

and manner and subject to reasonable security rules and regulations established from time to time by the owner of the Kindler Condo Unit. The Allocated Interest in the North Building North Elevator and South Elevator is shown on Exhibit "B". The Allocated Interest in the North Building Elevator and South Elevator is shown on Exhibit "B".

- iii. North Building North Stairway and South Stairway Access Easement. Each Owner shall have the right to use for access and shall have a nonexclusive easement on and over the North Building North Stairway and South Stairway for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users of the North Building North Stairway and South Stairway as shown on the Plan in Exhibit "A" (individually and collectively "**North Building North Stairway and South Stairway Access Easement**"). Said easement shall be in a reasonable and safe location, condition and manner and subject to reasonable security rules and regulations established from time to time by the owner of the Kindler Condo Unit. The design, construction and Maintenance costs of the easement shall be paid by the Owner of the Kindler Condo Unit.
- iv. Kindler Condo Unit First Floor Access Easement. Each Owner shall have the right to use for access and shall have a nonexclusive easement on and over the Kindler Condo Unit first floor for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users generally between the first floor front door of the Kindler Condo Unit and its entryway/hallway to the North Building North Elevator and South Elevator and North Building North Stairway and South Stairway as shown on the Plan in Exhibit "A" (individually and collectively "**North Building North Elevator and South Elevator Access Easement**"). Said easement shall be in a reasonable and safe location, condition and manner and subject to reasonable security rules and regulations established from time to time by the owner of the Kindler Condo Unit. The design, construction and Maintenance costs of the easement shall be paid by the Owner of the Kindler Condo Unit.
- v. Kindler Condo Unit Fourth Floor Access Easement. Each Owner shall have the right to use for access and shall have a nonexclusive easement on and over the Kindler Condo Unit fourth floor for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users between the Skywalk, North Building North Elevator, North Building North Stairway, North Building South Elevator, North Building South Stairway and Enterprises Condo Unit as shown on the Plan in Exhibit "A" (individually and

collectively “**Kindler Condo Unit Fourth Floor Access Easement**”). Said easement shall be in a reasonable and safe location, condition and manner and subject to reasonable security rules and regulations established from time to time by the owner of the Kindler Condo Unit. The design, construction and Maintenance costs of the easement shall be paid by the Owner of the Kindler Condo Unit.

- vi. South Building Elevator Access Easement. The Owners of the LCC Condo Unit and the Enterprises Condo Unit shall have the right to use for access and shall have an nonexclusive easement on and over the South Building Elevator for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users of the South Building Elevator as shown on the Plan in Exhibit “A” (individually and collectively “**South Building Elevator Access Easement**”). Said vertical easement shall be in a reasonable and safe location, condition and manner and subject to reasonable security rules and regulations established from time to time by the owners of the LCC Condo Unit and Enterprise Condo Unit. The Allocated Interest in the South Building Elevator is shown on Exhibit “B”.
- vii. South Building 11th Street Stairway and “P” Street Stairway Access Easement. Each Owner shall have the right to use for access and shall have an nonexclusive easement on and over the South Building 11th Street Stairway and “P” Street Stairway for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users of the South Building 11th Street Stairway and “P” Street Stairway as shown on the Plan in Exhibit “A” (individually and collectively “**South Building 11th Street Stairway and “P” Street Stairway Access Easement**”). Said vertical easements shall be in a reasonable and safe location, condition and manner and subject to reasonable security rules and regulations established from time to time by the Owner of the LCC Condo Unit and the Owner Enterprises Condo Unit. The Allocated Interest in the South Building 11th Street Stairway and “P” Street Stairway is shown on Exhibit “B”.
- viii. South Building First Floor Access Easement. Each Owner shall have the right to use for access and shall have an nonexclusive easement on and over the South Building first floor hallways for pedestrian access, emergency exiting, ingress, egress, circulation and easement for Users as shown on the Plan in Exhibit “A” (individually and collectively “**South Building First Floor Access Easement**”). Said easement shall provide access between (i) the N. 11th Street first floor front door of the South Building and its

entryway/hallway to the South Building 11th Street Stairway and South Building Elevator and (ii) the “P” Street first floor front door of the LCC Condo Unit and its entryway/hallway to the South Building “P” Street Stairway. Said easement shall in a reasonable and safe location, condition and manner and be subject to reasonable security rules and regulations established from time to time by the owner of the LCC Condo Unit. The design, construction and Maintenance costs of the easement shall be paid by the Owner of the LCC Condo Unit. The Allocated Interest and votes of the Association in the South Building First Floor Access Easement is shown on Exhibit “B”.

- ix. Enterprises Vertical Access to Two/Three Story Building Roof Easement. The Owner of the LCC Condo Units shall have the right to use for access and shall have an nonexclusive easement on and over the Enterprises Condo Unit for pedestrian access for Maintenance Users between the South Building Elevator, South Building 11th Street Stairway and the roof of the Two/Tree Story Building as shown through the Enterprises Condo Unit on the Plan in Exhibit “A” (individually and collectively “**Enterprises Vertical Access to Two/Three Story Building Roof Easement**”). Said Maintenance User shall provide at least forty-eight (48) hours prior written notice to the Owner of the Enterprises Unit for access. Said easement shall be in a reasonable and safe location, condition and manner and subject to reasonable security rules and regulations established from time to time by the owner of the Enterprises Condo Unit. The design, construction and Maintenance costs of the easement shall be paid by the Owner of the LCC Condo Unit.
- x. Third Story Roof Deck Easement. The Owner of the Enterprises Condo Unit shall have the right to exclusively design, construct and Maintain a roof deck and patio and shall have an exclusive use and access easement on and over the roof of the third story of the Second/Third Story Building for a roof deck and patio purposes and for the benefit of the Enterprises Condo Unit as shown on the Plan in Exhibit “A” to install and Maintain decking, rails, heating, electrical, communication, cable and data equipment, pipes, lines and connections (individually and collectively “**Third Story Roof Deck Easement**”). The design, construction and Maintenance costs of the easement shall be in a reasonable and safe location, condition and manner and be paid by the Owner of the Enterprises Condo Unit.

J. Air Rights and Restrictions.

- i. Walkway.

- a. Replat and Transfer of Walkway Fee to CAS Property. The Owners of the Units agree to cooperate and seek the City of Lincoln's approval to replat the Walkway from the LCC Property and include the Walkway fee ownership ("**Walkway Fee**") as part of the CAS Property in order to allow the North Building to have windows and openings on the east side of the North Building that meet building and fire code, laws and regulations and to permanently preserve the east direction view corridor of the Kindler Condo Unit. The cost of the replat and any City of Lincoln replat conditions shall be paid by the owner of the Kindler Condo Unit; provided that, LCC, at its expense, shall be required to bring current and pay the property taxes for the LCC Property which will be a City of Lincoln required condition to replat the Walkway. The Owners of the Units (and their lenders) will agree to sign the Plat, if required.
 - b. Walkway Air Rights. Subject to the Walkway Utilities Easement described in Subsection H. i. above, any future building improvements of the air space over the Walkway is prohibited in order to allow the Kindler Condo Unit to have windows and openings on the east side of the Kindler Condo Unit and meet the City's and State's building and fire code, laws and regulations and to permanently preserve the east direction view corridor of the Kindler Condo Unit (individually and collectively "**Walkway Air Rights**").
- ii. North Building Air Rights. Subject to the North Building Roof Utilities Easement described in Subsection H. ii. above, any future building improvements of the air space over the roof of the North Building is prohibited (individually and collectively "**North Building Air Rights**").
 - iii. South Building--Second/Third Story Building Air Rights. Subject to the Second/Third Story Roof Utilities Easement described in Subsection H. iii. above and the Third Story Roof Deck Easement described in Subsection I. iv. below, any future building improvements of the air space over the roof of the Second/Third Story Building is prohibited in order to allow the Kindler Condo Unit to preserve the east direction view corridor of the Kindler Condo Unit and north direction view corridor of the Enterprises Condo Unit (individually and collectively "**South Building Second/Third Story Building Air Rights**").
 - iv. South Building--Four Story Building Floor Air Rights. Except for the 5th Floor Condo Units and subject to the South Building Roof Utilities Easement, any future building improvements of the air space over the roof of the Four Story Building is prohibited (individually and collectively "**South Building Fourth Story Building Air Rights**").

- v. South Building—Future Fifth Story Building Floor Air Rights. Subject to the South Building Roof Utilities Easement, any future building improvements of the air space over the roof of the future 5th Floor Condo Unit is prohibited (individually and collectively “**South Building Fifth Story Building Air Rights**”).

11. UNIT OWNERSHIP, RIGHTS AND RESPONSIBILITIES. Ownership of the Units and the rights and responsibilities of the Unit Owners shall be pursuant to the Condominium Documents and shall be subject to the following provisions:

- A. Condominium Unit. Each Unit, which may be held in fee or any other estate recognized by law, shall include the following appurtenances:
 - i. an undivided interest in the Common Elements;
 - ii. the right to use, occupy and enjoy the Common Elements and Limited Common Elements, subject to the provisions of the Condominium Documents;
 - iii. the easements and licenses described in Section 10 above; and
 - iv. membership in the Association.
- B. Restraint against Separation.
 - i. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.
 - ii. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.
 - iii. The shares in the Common Elements and Limited Common Elements appurtenant to the Units shall remain undivided and no action for partition of the Common Elements or Limited Common Elements shall lie.
- C. Allocations; Liability for Common Elements Expenses. Each Unit Owner shall have an undivided interest in the Common Elements and be liable for a portion of the Common Expenses, in accordance with the Total Allocated Interests as shown in Exhibit “B”.
- D. Easements and Restrictions of Record. Each Unit Owner shall be bound by and subject to all easements and restrictions as described herein and shown on the Plats and Plans.

- E. Separate Taxation of Units. Each Unit shall be separately taxed and assessed and each Unit Owner shall pay all taxes and assessments therefore. A Unit Owner shall not protest the valuation of any Unit so long as it does not exceed the amount established in Exhibit "C", which is attached hereto and incorporated herein by this reference, and, if the valuation of a Unit exceeds the minimum assessed value established in Exhibit "C", the Unit Owner shall not, at any protest of the valuation, seek to have the valuation reduced below the minimum assessed value established in Exhibit "C", all as provided in the Redevelopment Agreement. A Declarant's obligation under the Redevelopment Agreement not to protest any total value of the Declarant's Unit is being allocated among the individual Units by said Declarant in accordance with this Section 10.E. and Exhibit "C" and shall be enforced by the Association. A Unit Owner's not to protest any total value of the Unit commencing the first tax year following the completion of the Redevelopment Project and continuing for a period of not to exceed fifteen (15) years after the Effective Date as described in the Redevelopment Agreement or so long as any portion of the TIF Indebtedness remains outstanding and unpaid, whichever period of time is shorter.

12. ASSOCIATION RESPONSIBILITY AND MEMBERSHIP.

- A. Responsibility. The Association shall be responsible for the administration, Maintenance, repair, replacement, operation and management of the Condominium and the Common Elements, and shall fulfill its duties pursuant to the Condominium Documents. The Association shall have the right to hire one or more persons or entities, including a Managing Agent, contractors and employees to perform its obligations.
- B. Membership. Every person or entity who becomes an Owner shall be a member of the Association. Any person or entity who holds an interest merely as security for an obligation shall not be a member.
- C. Membership Appointment Rights for Directors. The number of directors for the Association shall be four (4). Subject to the qualification requirements for such directors provided in these Bylaws, the Owner of the Kindler Condo Unit shall have the right to appoint two (2) directors of the Board, the Owner of the LCC Condo Unit shall have the right to appoint one (1) director of the Board and the Owner of the Enterprises Condo Unit shall have the right to appoint one (1) director of the Board.
- D. Membership Voting Rights for All Other Matters. Unless otherwise stated herein, all other voting rights in the Condominium Association shall be allocated to the Owner(s) of a Unit based upon the Unit's Total Projected Value Allocated Interests as shown on Exhibit "B".

13. ADMINISTRATION MANAGEMENT.

- A. Duty of Board. The administration and management of the Condominium shall be the responsibility of the Board whose actions shall be governed by the Condominium

Documents. The Board shall dutifully manage the Condominium for the mutual benefit of all Owners.

- B. Management Contracts. The Board is authorized to enter into contracts or other agreements necessary or desirable for the performance of its duties and obligations under the Condominium Documents. It is expressly contemplated that the Board will contract for professional property management for the day-to-day administration and operations of the Association.
- C. Annual Budget. The Board shall adopt an annual budget for the Condominium and within thirty (30) days of its adoption provide a summary of the budget to all Owners, and set a meeting date to consider ratification of the budget not less than fourteen (14) or more than thirty (30) days after mailing of the summary ("**Ratification Meeting**"). The budget shall be ratified unless rejected at the Ratification Meeting by eighty percent (80%) of the total votes of the Association whether or not a quorum is present. In the event the proposed budget is rejected, the annual budget last ratified by the Owners shall be continued until the Owners ratify a new budget proposed by the Board.
- D. Rules and Regulations. The Board shall have the power to approve Rules and Regulations and to alter, replace or create additional Rules and Regulations.

14. USE AND OCCUPANCY.

- A. Unit Balconies. The Board may adopt decoration, use, operation and Maintenance standards for Unit balconies.
- B. Restrictions During Tax Increment Period. During the Tax Increment Period, defined in the Redevelopment Agreement, no portion of the Condominium included as part of the Redeveloper Property under the Redevelopment Agreement shall be used for any of the uses listed in Section 304 of the Redevelopment Agreement.
- C. Nuisance. No noxious or offensive activity shall be permitted within the Condominium, or anything which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Units. The Board may adopt in its Rules and Regulations specific requirements to control and remedy any nuisance.
- D. Smoking. Smoking shall not be allowed anywhere within any Common Elements located within the Property.
- E. Unit Signage. The two existing blade signs located on the exterior of the South Building and the signs shown on the Redevelopment Agreement and the Plans in Exhibit "A" for the North Building are approved signs. No other building sign or window sign or other Unit sign or signage visible from any public right-of-way, Common Elements or Limited Common Elements shall be allowed to be placed, hung

or attached on a Unit or Common Elements without the prior written approval of the Board, which approval shall not to be unreasonably withheld, conditioned or delayed. The Board may adopt design and operation standards for Unit signs or signage. Any Unit sign that is approved by the Board shall also comply with the City of Lincoln's sign ordinance.

- F. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish shall be permitted on any portion of the exterior walls of the Building, but shall be permitted on the roof of the Building, subject to the approval of the Board as to location, specifications of said equipment and rules and regulations. Heating, ventilation and air conditioning units, dryer pipes and dryer hoods and other utilities shall be permitted on the roof of the Building, subject to the approval of the Board as to location, specifications of said equipment and rules and regulations. Subject to the Owner of the Enterprises Condo Unit Enterprises Declarants Rights described in Section 7 B. above, no Owner or its visitors or guests shall be permitted to use the roof for any other purposes, unless otherwise authorized by the Board of the Association.
- G. Legal Compliance. The Condominium and each Unit shall comply with and observe all laws, zoning and building code requirements, and other rules, regulations and requirements of governmental bodies having jurisdiction over the Condominium.

15. MAINTENANCE, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SERVICES.

- A. Units. Each Unit shall be Maintained by the Unit Owner at the Unit Owner's sole expense. Notwithstanding this general provision for Maintenance, the Board may adopt specific Maintenance requirements which shall be uniform. If any Unit Owner fails or refuses to Maintain their Unit, the Association may perform the required Maintenance and assess the costs against the Unit and Unit Owner.
- B. Common Elements. The Common Elements shall be administered and Maintained by the Association for the benefit of all Owners. The cost of such administration and Maintenance shall be a Common Expense of all Owners, subject to and in accordance with this Declaration.
- C. Limited Common Elements. The Limited Common Elements shall be administered and Maintained for the benefit of the Owners of the Unit(s) to which the Limited Common Elements are assigned. The cost of such administration, Maintenance, repair and replacement shall be a Common Expense of such Units.
 - i. Streetscape Improvements. Any ground level or attached ground level improvements located within the N. 11th Street right-of-way and "P" Street right-of-way, including the Hotel Improvements described in the Hotel Improvements Agreement (Exhibit G of the Redevelopment Agreement) (collectively "**Streetscape Improvements**"), are part of the Condominium and insurance requirements described in Section 23 below. The Streetscape

Improvements abutting the Kindler Condo Unit shall be Limited Common Elements to the Kindler Condo Unit. The Streetscape Improvements abutting the Unit S100 shall be Limited Common Elements to the Owner of Unit S100. The Owner of the Kindler Condo Unit, at its expense, is responsible for the design, construction and Maintenance of the Streetscape Improvements and snow removal from the public sidewalks and entryways abutting the Kindler Condo Unit. The Owner of Unit S100, at its expense, is responsible for the design, construction and Maintenance of the Streetscape Improvements and snow removal from the public sidewalks and entryways abutting Unit S100. The Allocated Interest in the Streetscape Improvements are shown on Exhibit "B".

- D. Negligent or Intentional Damage. An Owner shall be solely responsible for any damage anywhere in the Condominium caused by negligent or intentional actions of the Owner or the Owner's guests or invitees. The Association may repair such damage and all costs and expenses incurred by the Association shall be assessed against the responsible Owner's Unit. In the event insurance covers any portion of the expenses or costs, the Owner shall be responsible for the balance.
- E. Association Services. The Association shall provide to the Owners the following services which shall be paid for out of the Common Expense assessment:
- i. exterior Maintenance and repairs of the Buildings and other improvements situated within the Common Elements;
 - ii. administration and management of the Condominium, including the following:
 - (1) enforcement of the covenants, conditions, and restrictions set forth in the Condominium Documents, together with enforcement of all obligations owed to the Association by the Owners, and
 - (2) performing all other acts required of the Association by the Condominium Documents;
 - iii. inspection, Maintenance, repair and replacement of: Common Elements;
 - iv. trash removal from designated collection points and cost allocations as determined by the Board;
 - v. utility services for those utilities not separately metered for any Unit; and
 - vi. except as otherwise provided herein, inspection, Maintenance, and repair of all utility lines and facilities within the Condominium which are not inspected and Maintained by the supplier of such service or other entity.

- F. Hiring Assistance or Managing Agent. The Board, on behalf of the Association, shall have the right to hire a Declarant or one or more persons or entities, including a Managing Agent, contractors, and employees, to perform certain aspects of its obligations.
- G. Maintenance And Other Responsibilities During Tax Increment Period. Notwithstanding any provision above to the contrary, during the Tax Increment Period defined in the Redevelopment Agreement, each Unit Owner, at its expense, shall comply with the following provisions (collectively the “**Applicable Provisions**”):
- i. shall Maintain its respective Unit, and the Association shall Maintain the Common Elements and Limited Common Elements in accordance with Section 210 of the Redevelopment Agreement;
 - ii. shall be, along with the Declarants, and the Association, subject to the use restrictions contained in Section 304 of the Redevelopment Agreement;
 - iii. finish the Unit Owner’s Private Improvements that a Unit Owner has contracted to complete and pay, obtain and supply the City with lien waivers for Unit Owner’s Private Improvements, if requested by the City, pursuant to Section 301 of the Redevelopment Agreement. The City is entitled to inspect at reasonable times all records of the Unit Owner or its agents regarding such lien waiver procedures;
 - iv. shall not convey its respective Unit or Private Improvements or any portion thereof, to any entity which will result in such property being exempt from ad valorem taxes as described in Section 407 of the Redevelopment Agreement;
 - v. shall pay all real property taxes levied upon its respective Unit and Private Improvements prior to the time the taxes become delinquent pursuant to Section 408 of the Redevelopment Agreement and Exhibit “C”;
 - vi. shall meet the insurance requirements and conditions for its respective Unit and Private Improvements stated in Section 409 of the Redevelopment Agreement;
 - vii. shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, religion, sex, color, national origin, ancestry, disability, age or marital status pursuant to requirements of Section 1003 of the Redevelopment Agreement; and
 - viii. shall meet the other terms and conditions of the Redevelopment Agreement that the Owner is responsible for under the Condominium Documents.

16. COMPLIANCE WITH PROVISIONS OF THE REDEVELOPMENT AGREEMENT AND CONDOMINIUM DOCUMENTS.

- A. Each Owner, by acceptance of a deed, and each guest or visitor by entry upon the Condominium, agrees to comply strictly with the provisions of the Condominium Documents, and the decisions and resolutions of the Association, as the same may be amended from time to time. The Association, or any Owner, shall have the power to enforce the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, and the decisions and resolutions of the Association by any of the following means:
 - i. by commencing actions to restrain and enjoin any breach or threatened breach of the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, or decisions and resolutions of the Association;
 - ii. by commencing actions to recover damages for breach of any of the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, or decisions and resolutions of the Association; or
 - iii. by levying and collecting from any Owner, after notice and an opportunity for hearing as provided in the Bylaws, reasonable and uniformly applied nondiscriminatory fines, penalties and assessments established or in the Rules and Regulations of the Association for breach of the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, or decisions and resolutions of the Association and its Board by such Owner, visitor or guest.
- B. All attorneys' fees and other costs of enforcing the Redevelopment Agreement and Condominium Documents, or decisions and resolutions of the Association, incurred by the Association, or an aggrieved Owner, shall be assessed (to the extent permitted by law) against the Owner found to be in violation, and such assessment shall become a lien against such Owner's Unit and shall be enforced and collected in the same manner as all other assessments.

17. ASSESSMENT FOR COMMON EXPENSES.

- A. All Owners shall pay the annual and special assessments levied by the Association to meet the Common Expenses and reasonable reserves. Assessments shall be based upon the Total Allocated Interests of the Units as established in Exhibit "B", except in the case of assessments for Maintenance or repair of Limited Common Elements or other assessments provided in the Condominium Documents, which will be assessed against the particular Units benefited or affected.

- B. Annual assessments for the estimated Common Expenses shall be payable in installments and due as reasonably determined by the Board. The Association shall cause to be prepared and delivered or mailed to each Owner at least once each year a payment statement setting forth the estimated Common Expense assessments for the ensuing year. At the end of each calendar year, the Board shall use commercially reasonable efforts to reconcile actual expenses against the estimated expenses and properly allocate all expenses in accordance with this Declaration, including reimbursing a Unit Owner for any overpayment in assessments and invoicing a Unit Owner for any underpayment in assessments. Upon the request of any Unit Owner, the Association, including its property manager, shall make available the books and records of the Association and such property manager for purposes of such Unit Owner auditing the assessments charged, at the Unit Owner's expense.
- C. Common Expense assessments shall be the amount the Board shall reasonably determine in its budget, at least thirty (30) days in advance of each fiscal year, necessary to provide for the payment of all estimated expenses of administration, Maintenance, ownership, repair, operation, addition, alteration, and improvement of the Common Elements, and personal property owned by the Association. The budget may include, but shall not be limited to, reasonable expenses for management; premiums for insurance; landscaping and care of grounds, snow removal from sidewalks, entrances and exits; common lighting; utilities not separately metered on behalf of each Unit and the Common Elements; repairs and renovations; trash collection; wages; legal and accounting fees; reasonable management fees; expenses and liabilities incurred by the Board on behalf of the Owners under the Condominium Documents; the creation of reasonable contingency reserves, working capital, and/or sinking funds; and any and all other costs and expenses relating to the Condominium. The costs of insurance may at the discretion of the Association be reasonably assessed in proportion to risk. Written notice of the annual assessment for insurance shall be sent to every Owner. The due dates shall be established by the Board.
- D. Each Owner shall be obligated to pay all charges for any separately metered utilities, including but not limited to water, electricity, gas, internet and cable television, servicing his/her Condominium Unit. In the event that any utilities are master metered, then such utility service shall be part of the Common Expense assessments and shall be allocated to the Units benefiting from such service as determined by the Board.
- E. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or release of the Owner from the Owner's obligations to pay the Common Expenses.
- F. The Association may levy a special assessment for the purpose of defraying, in whole or in part, any deficit remaining from a previous period and the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolition, replacement, or Maintenance of the Common Elements, including any related fixtures and personal property. Such assessments shall be levied in the same manner as other

assessments and shall be due and payable as the Board may provide in the Notice of Assessment.

- G. The Board may levy a special assessment on any Unit for specific service performed for or delivered to said Unit by the Association (i) under a contract between the Unit Owner and the Association; (ii) due to the failure of the Unit owner or its visitors and guests to comply with the Condominium Documents; and (iii) due to the actions of the Unit Owner or its visitors and guests which causes damage anywhere in the Condominium.

18. LIEN OF ASSESSMENTS. The owners of each Unit shall pay the annual and special assessments levied pursuant to the Condominium Documents. Each assessment shall be a personal obligation of the member who is the Unit Owner of the Unit assessed at the time of the assessment, shall bear interest at the rate of sixteen percent (16%) per annum from the date established by the Board until paid and, when shown of record, shall be a lien upon the Unit assessed to the extent permitted by law.

19. CAPITAL IMPROVEMENTS. Annual and special assessments, other than for capital improvements, may be levied by the Board. Any special assessment for capital improvements shall be approved by the affirmative vote of Unit Owners representing eighty percent (80%) of the Total Projected Value Allocated Interest shown on Exhibit "B", for the applicable Common Element, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members if notice of the special assessment is contained in the notice of the special meeting, subject to the following. Replacements of or reasonable upgrades to existing improvements (i.e. new elevator, new roof, etc.), and improvements required by a governing jurisdiction in order to continue to legally operate the Condominium shall not be considered "new" capital improvements to the Property for purposes of this Section. The Declarants acknowledges and agrees that in no event shall any of the Unit Owners be allocated any assessment, cost or expense relating to the initial development of the Condominium and each of the Buildings located thereon, but rather such costs and expenses are the obligation of the Declarants.

20. PRIORITY OF LIEN FOR NONPAYMENT OF ASSESSMENTS. The lien of any annual or special assessment is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the recordation of the Declaration, (ii) a First Mortgage on the Unit recorded before the date on which the assessment sought to be enforced was recorded, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The lien may be foreclosed in the same manner as a mortgage.

21. ALTERATIONS OF UNITS.

- A. Except as limited by other provisions of law or this Declaration, a Unit Owner:
 - i. may make any improvements or alternations to a Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

- ii. may not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without written approval of the Board, not to be unreasonably withheld, conditioned or delayed; and
 - iii. after acquiring an adjoining Unit or part of an adjoining Unit, a Unit Owner may remove or alter any intervening partition even if the partition is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. However, such alteration shall not be commenced until the plans for such alteration have been approved in writing by the Board, not to be unreasonably withheld, conditioned or delayed. Removal of partitions or creation of apertures under this Section is not an alteration of boundaries.
- B. Except as authorized in this Declaration, no Owner shall make any structural additions, removals or alterations to a Unit or any mechanical or electrical services, or take any other action that would affect the property of any other Owner, or any property owned and/or Maintained by the Association. No proposed addition, removal or alteration by an Owner of a Unit, shall be commenced without obtaining written approval of the Board, not to be unreasonably withheld, conditioned or delayed.

22. CONDEMNATION. If any part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. Any portion of any award attributable to the acquisition of Limited Common Elements must be allocated among the Owners of the Units to which use of the Limited Common Elements are assigned at the time of acquisition.

23. INSURANCE.

- A. The Association shall obtain and Maintain property insurance on the Property including the Common Elements and, to the extent reasonably available, the Units (but excluding removable trade fixtures, betterments and personal property installed by the Unit Owners), insuring against all risks of direct physical loss commonly insured against, for the benefit of the Association and the Owners. In addition, during the rehabilitation and construction of the Condominium improvements in 2017 and 2018 the Association shall carry "builder risk" insurance on such rehabilitation and construction on the Common Elements and, to the extent reasonably available, the units. Such builder risk and property insurance described above shall be in the minimal amount after application of any deductibles of not less than the replacement value (as required by the Redevelopment Agreement) at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
- B. The Association shall obtain and Maintain Liability insurance, including medical payments insurance, in an amount determined by the Board, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out

of or in connection with the use, ownership, or Maintenance of the Common Elements. In addition, worker compensation insurance is being provided by the construction contractor during construction of the Condominium. After substantial completion of the Condominium, the Condominium Association shall obtain worker's comp insurance pursuant to State of Nebraska law.

- i. The Association shall Maintain the liability insurance described in Section B above, with a general aggregate limit of not less than \$2,000,000.00, and with a per occurrence limit of not less than \$1,000,000.00 and a \$3,000,000 Excess policy. Provided that the amount of such coverage or coverages does not decrease below the limits stated above, the Board of the Association, in its sole and absolute discretion may periodically reevaluate the scope of the risks covered and the liability limits of such insurance policies and, if necessary, increase such coverage or liability limits in order to provide coverage of risks and liability limits which a prudent businessperson would provide under similar circumstances.
- ii. Individual Unit Owners, at their expense, shall Maintain (a) a policy or policies of "commercial general liability" insurance in form and with coverage satisfactory to and approved by the Association, with limits not less than a general aggregate limit of not less than \$2,000,000.00, and with a per occurrence limit of not less than \$1,000,000.00 and (b) such other liability insurances to cover the specific exposures of their businesses and workers compensation policy for their own employees, with insurance amounts and coverages satisfactory to and approved by the Association. Such liability insurances shall name the Association as an additional insured, and shall specifically insure performance by the Unit Owner of the provisions of this Declaration. Unit Owners shall also increase the liability limits or the scope of the risks covered by such insurance policies to such higher levels or such broader scope of risks as the Association may from time to time reasonably specify.

C. Insurance policies carried pursuant to subsection A. and B. must provide that:

- i. Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association. In the event the Association obtains builder's risk or property insurance for the Units, then each Unit Owner is an insured person under such policy. In addition, a Mortgage Lender may be added as an additional insured party at the expenses of said Unit Owner;
- ii. The insurer waives its right to subrogation under the policy against any Unit Owner or member of his, her or its household;

- iii. No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- iv. If, at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Any loss covered by the property policy under subsection A. and B must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Mortgage Lender under a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in a trust for Unit Owners and lienholders as their interests may appear. Except as set forth below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property covered by the policy has been completely repaired or restored, or the Condominium is terminated.

Any portion of the Condominium covered by insurance as described herein which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) one hundred percent (100%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear, and (iii) the remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under **Neb. Rev. Stat. §76-831(a)**, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the foregoing, the Nebraska Condominium Act governs the distribution of insurance proceeds if the Condominium is terminated.

- D. The Association shall obtain and Maintain Directors and Officers (D & O) Liability Insurance covering such risks and liabilities and such insurance policies limits which a prudent businessperson would provide under similar circumstances.

- E. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit, including, but not limited to property insurance for a Unit Owner's removable trade fixtures, betterments and personal property.
- F. An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or Mortgage Lender. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and Mortgage Lender to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

24. TORT AND CONTRACT LIABILITY. Notwithstanding the duty of the Association to Maintain parts of the Condominium, the Association shall not be liable to Owners for injury or damage, other than the cost of Maintenance, caused by any latent condition of the Property to be Maintained by the Association, or caused by natural elements or other Owners or persons.

25. ADDITIONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the benefit of the Owners real property any tangible and intangible personal property that is part of an approved annual budget or has been approved by eighty percent (80%) of the Unit Owners (provided that the acquisition and/or holding of real estate other than the Property or other assets is not directly related to the management and operation of the Condominium, and the beneficial interest in any such property shall be owned by the Condominium Owners in the same proportion as their Total Allocated Interest in the Common Elements and shall not be transferable except with the transfer of a Unit. Each Owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

26. FIRST MORTGAGE LENDER'S RIGHTS. The First Mortgage Lender on any Unit, upon written request to the Association which shall state the name and address of the First Mortgage Lender, the name of the owner and the Unit number, will be entitled to written notice of:

- A. Any proposed amendment of this Declaration affecting a change in (1) the boundaries of any Unit or any appurtenant exclusive easement rights; (2) the interest in the Common Elements or the liability for Common Expenses appurtenant to any Unit; (3) the number of votes of the Association appurtenant to any Unit; or (4) the purposes to which any Unit or the Common Elements are restricted;
- B. Any proposed termination of the Condominium;
- C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a First Mortgage by a First Mortgage Lender;

- D. Any delinquency in the payment of assessments or charges owed by a Unit owner of a Unit subject to which there is a First Mortgage by a First Mortgage Lender, where such delinquency has continued for a period of sixty (60) days; and
- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.
- F. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the Plans;
- G. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium; and
- H. Any material amendments which establish, provide for, govern or regulate the following in the Declaration: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for Maintenance of the Common Elements; (4) insurance or fidelity bonds; (5) rights to use the Common Elements; (6) responsibility for Maintenance of the separate portions of the Condominium; (7) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (8) boundaries of any Unit; (9) the interests in the Common Elements; (10) conversion of Units into Common Elements or of Common Elements into Units; and (11) establishment of self-management by the Association where professional management has been required by any of the agencies of corporations or the federal government which have an interest or prospective interest in the Condominium.

The approval of First Mortgage Lenders on Units, to which at least eighty percent (80%) of the votes of Units subject to a First Mortgage held by such First Mortgage Lenders are allocated, shall be required to amend any provisions in this Section 26.

27. NOTICE AND MAILING BY U.S. MAIL AND BY EMAIL; REGISTRATION BY OWNER AND FIRST MORTGAGE LENDER OF MAILING/EMAIL ADDRESSES. Each Owner shall register his/her mailing address with the Association, and except for routine statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by United States mail, postage prepaid and addressed in the name of the Owner of such registered mailing address. In addition, an Owner may request or consent to notices to be sent by email, in addition to United States mail; provided that an Owner's request or consent can be revoked at any time and is deemed revoked if two consecutive emails are returned as undelivered. A First Mortgage Lender may register his/her mailing address and email address with the Association pursuant to Section 26 above and all required notices or demands intended to be served upon a First Mortgage Lender under Section 26 above shall be sent by United States mail, postage prepaid and addressed in the name of the First Mortgage Lender to such mailing address. In addition, a First Mortgage Lender may request or consent to notices to be sent by email, in addition to United States mail; provided that a First Mortgage Lender's request or consent can be revoked at any time and is deemed revoked if two consecutive emails are returned as undelivered.

28. REDEVELOPMENT AGREEMENT. The Declarants, at their election and at any time, may assign in writing its rights, titles and interests to the Association without additional consideration and the Association shall then agree to assume said rights, titles and interests in writing for all or portions of the following:

- A. Parking rights as described in Article VIII, Parking Rights, in the Redevelopment Agreement;
- B. Façade Enhancement & Encroachment Easements as described in Exhibit E of the Redevelopment Agreement;
- C. Hotel Improvement Agreement as described in Exhibit G of the Redevelopment Agreement; and
- D. Skywalk Agreement as described in Exhibit H of the Redevelopment Agreement.

29. HOTEL IMPROVEMENTS. The Owner of the Kindler Condo Unit, at its expense, shall have the exclusive right and responsibility for the design, construction, reconstruction, inspection, support, insure, operation, maintenance, repair and replacement of the Hotel Improvements pursuant to the Hotel Improvement Agreement.

30. AMENDMENT TO DECLARATION. The Condominium established by this Declaration may be amended, in writing, by the Unit Owners of at least eighty percent (80%) of the applicable Total Projected Values Allocated Interests as shown on Exhibit "B", at any time, unless a greater percentage is required by the Nebraska Condominium Act or by this Declaration, subject to the following:

- A. During the term of the Redevelopment Agreement, any provision requiring compliance with the provisions of the Redevelopment Agreement may not be amended without the prior consent of the City of Lincoln.

31. TERMINATION. The Condominium may be terminated in the manner provided by the Nebraska Condominium Act.

32. SEVERABILITY. The invalidation of any one of the provisions of this Declaration shall not affect the validity of the remaining provisions.

33. COUNTERPARTS. This Declaration may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Declarants have executed this Declaration as of this _____ day of _____, 2017.


[SIGNATURE PAGES TO FOLLOW]

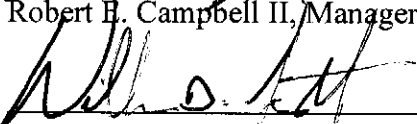
“DECLARANTS”


Executed as of the date written above by LCC:

“LCC”

Lincoln Commercial Club, LLC, a
Nebraska limited liability company

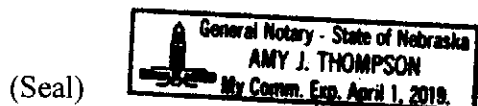
By: 
Robert E. Campbell II, Manager

By: 
William D. Scott, Manager

By: 
David M. Schmidt, Manager

[illegible]

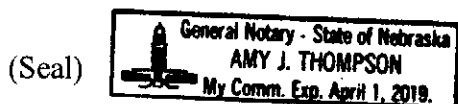
The foregoing instrument was acknowledged before me this 31 day of July, 2017 by Robert E. Campbell II, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Amy A. Thompson
Notary Public

[illegible]

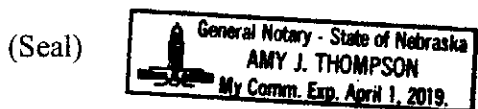
The foregoing instrument was acknowledged before me this 4 day of August, 2017 by William D. Scott, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Arney G. Thompson
Notary Public

[illegible]

The foregoing instrument was acknowledged before me this 31 day of July, 2017 by David M. Schmidt, Manager of Lincoln Commercial Club, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Amy G. Thompson
Notary Public

Executed as of the date written above by CAS:

"CAS"

Cas-Neb-neda, LLC, a Nebraska limited liability company

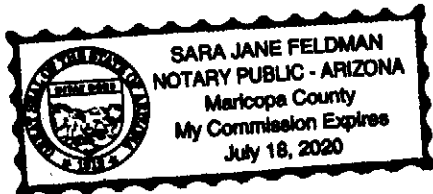
By:

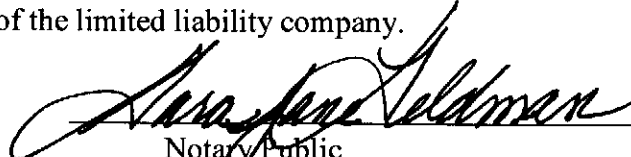

Nicolas B. Castaneda, Manager

STATE OF Arizona)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 23 day of August, 2017 by Nicolas B. Castaneda, Manager of Cas-Neb-neda, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

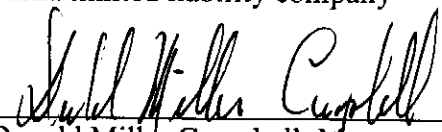



Notary Public

Executed by Enterprises as of the date written above.

“Enterprises”

Commercial Club Enterprises, LLC, a
Nebraska limited liability company

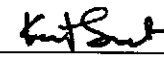
By: 
Donald Miller Campbell, Manager

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

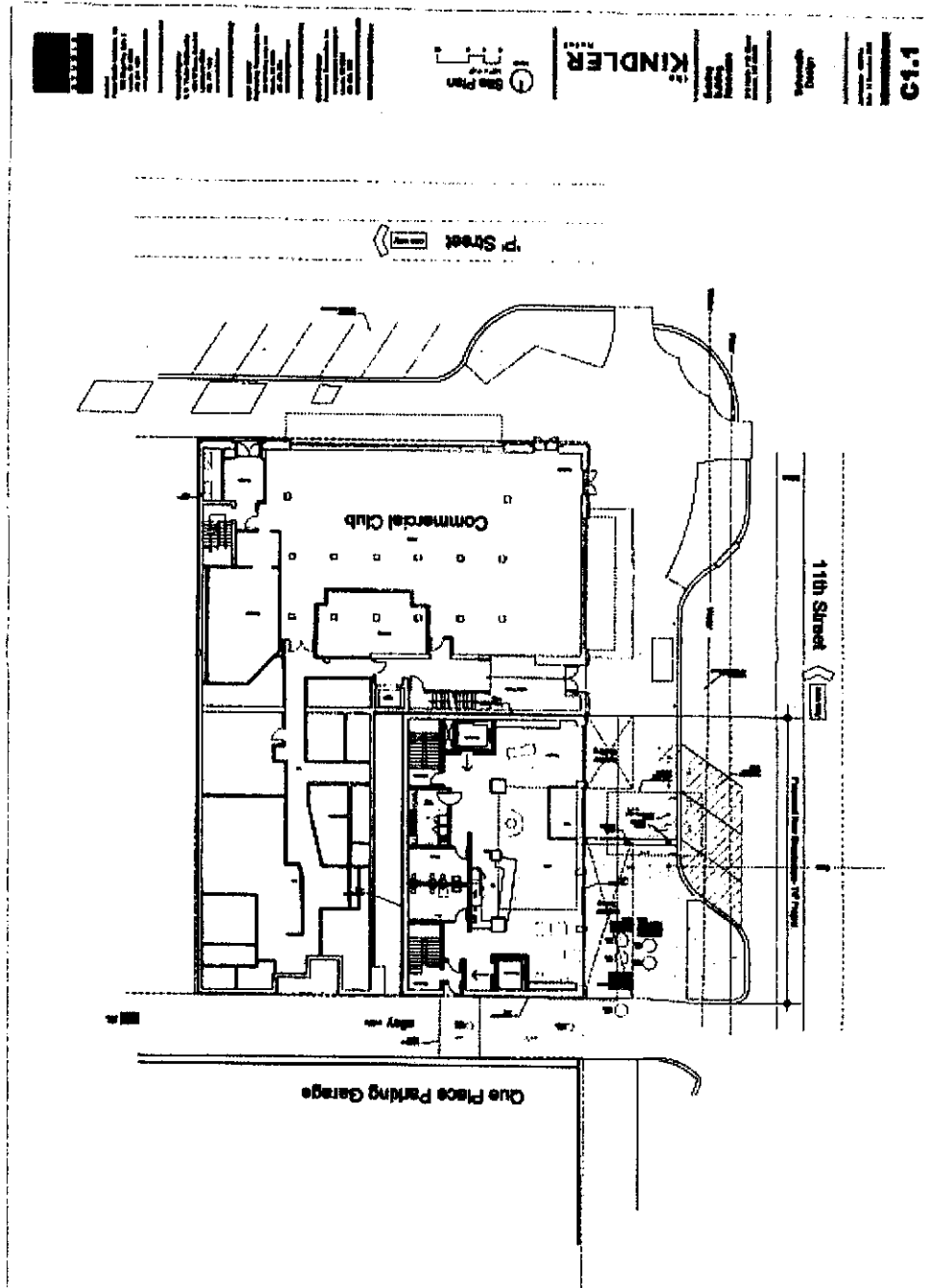
The foregoing instrument was acknowledged before me this 26th day of August, 2017 by Donald Miller Campbell, Manager of Commercial Club Enterprises, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

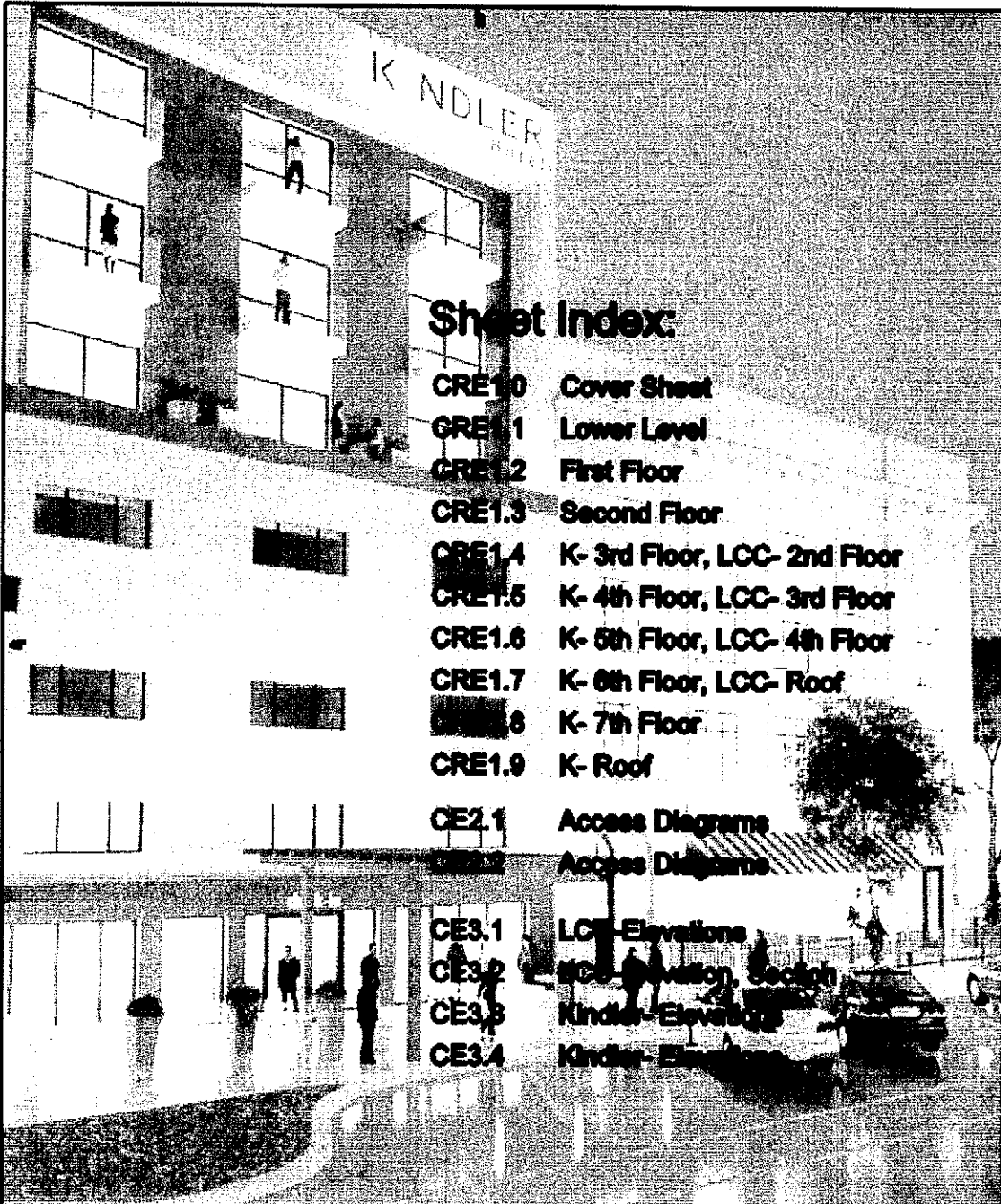
(Seal)




Notary Public

Site Plan





Sheet Index:

CRE1.0	Cover Sheet
GRE1.1	Lower Level
CRE1.2	First Floor
CRE1.3	Second Floor
CRE1.4	K- 3rd Floor, LCC- 2nd Floor
CRE1.5	K- 4th Floor, LCC- 3rd Floor
CRE1.6	K- 5th Floor, LCC- 4th Floor
CRE1.7	K- 6th Floor, LCC- Roof
CRE1.8	K- 7th Floor
CRE1.9	K- Roof
CE2.1	Access Diagrams
CE2.2	Access Diagrams
CE3.1	LCC Elevations
CE3.2	LCC Elevation, Section
CE3.3	Kindler Elevations
CE3.4	Kindler Elevations

Architect: 10/10/00
Date: 9/10/2007



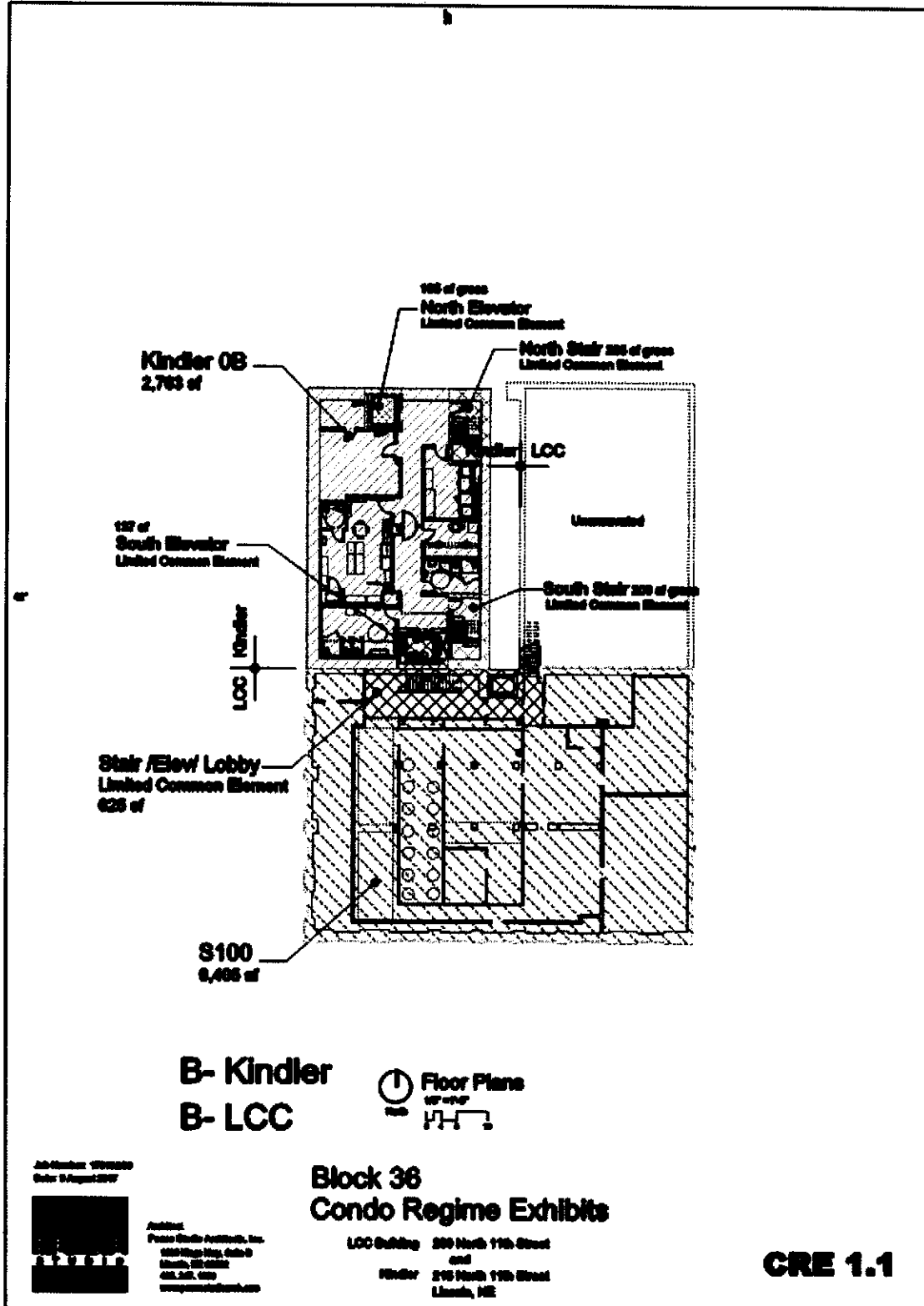
Architect:
Peters & Smith Architects, Inc.
4000 Maple Ridge, Suite 200
Lincoln, NE 68502
402.491.1100
www.petersandsmith.com

Block 36 Condo Regime Exhibits

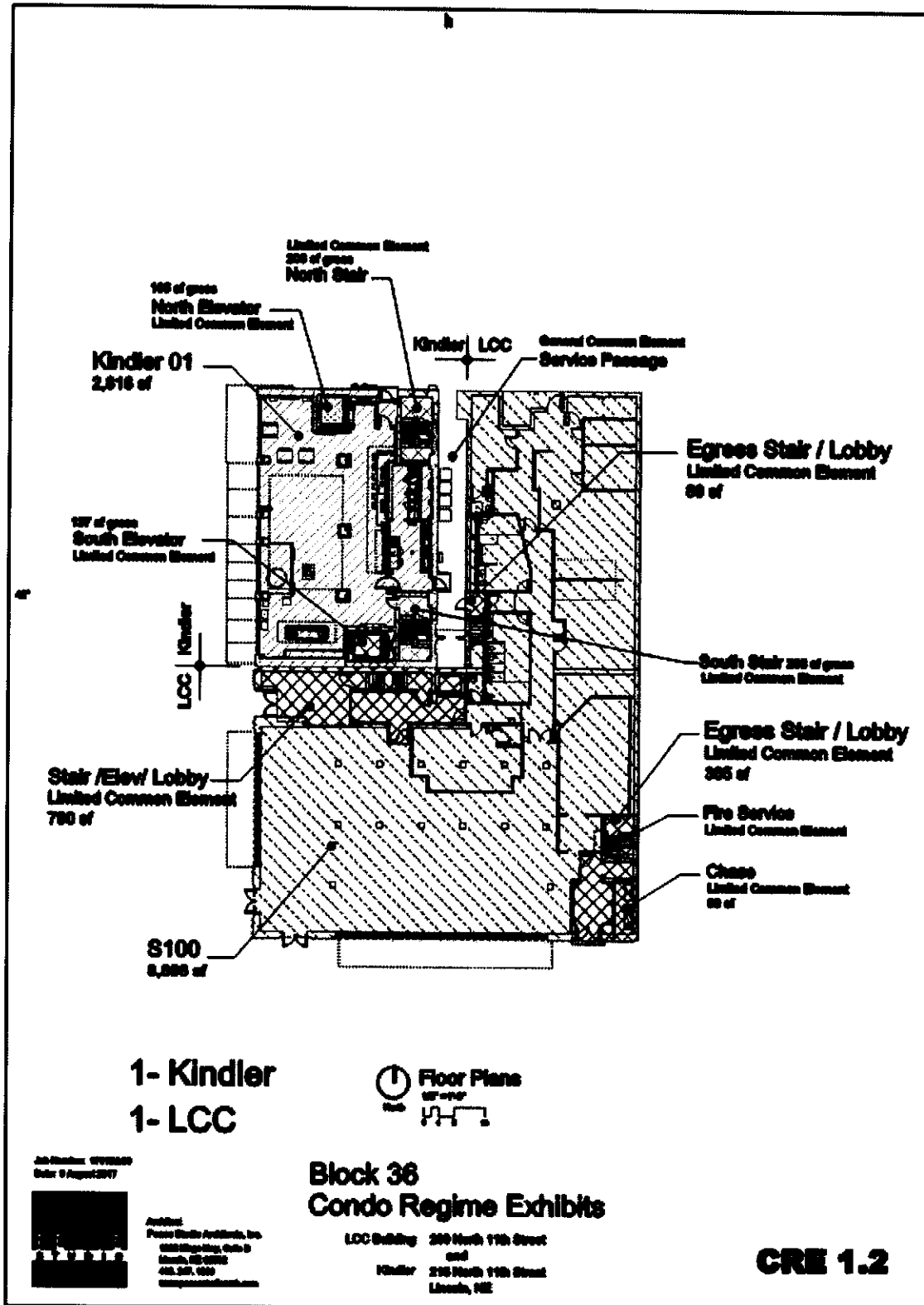
LCC Building 300 North 11th Street
and
Kindler 210 North 11th Street
Lincoln, NE

CRE 1.0

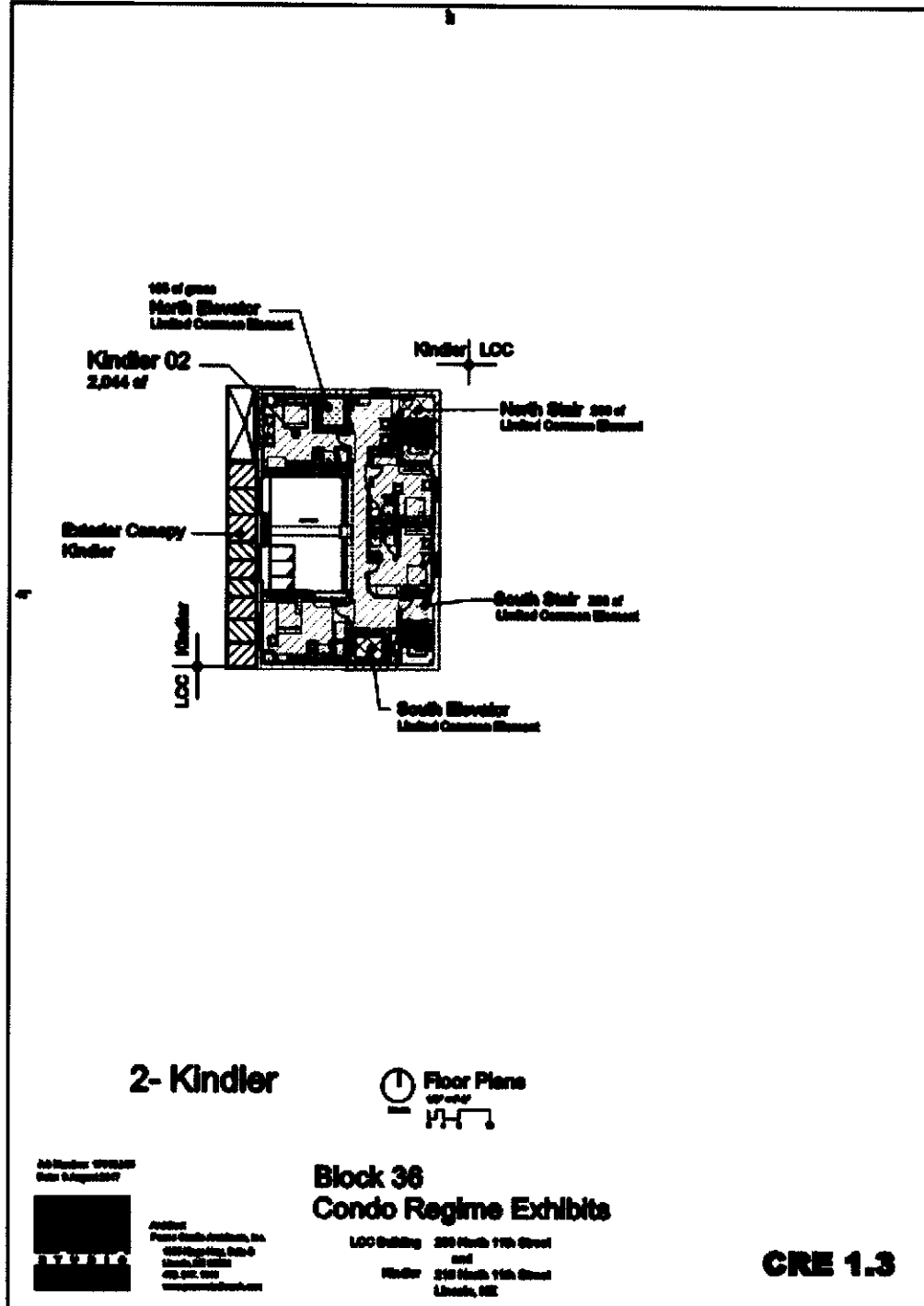
Basement



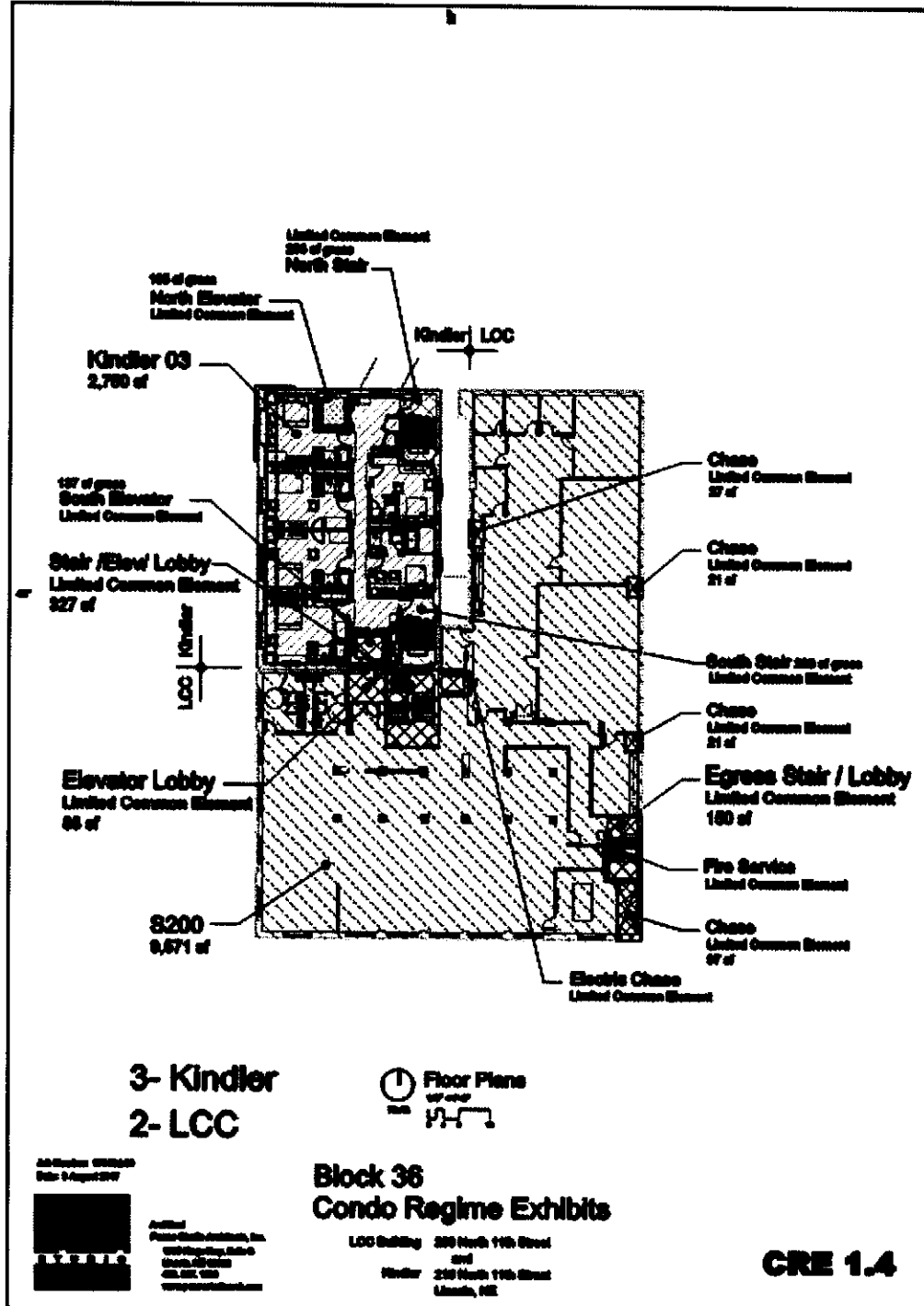
1st Floor



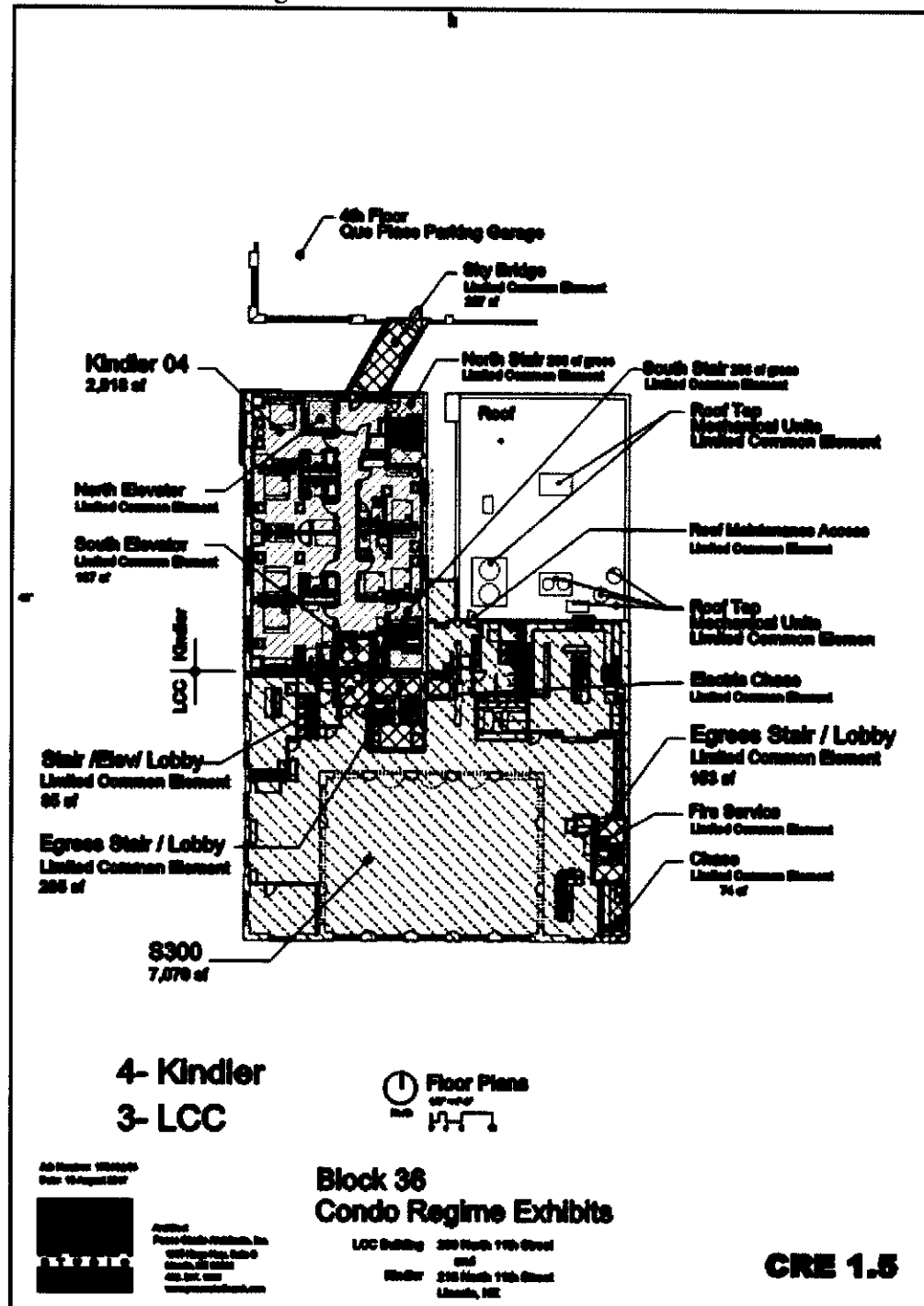
North Building—2nd Floor



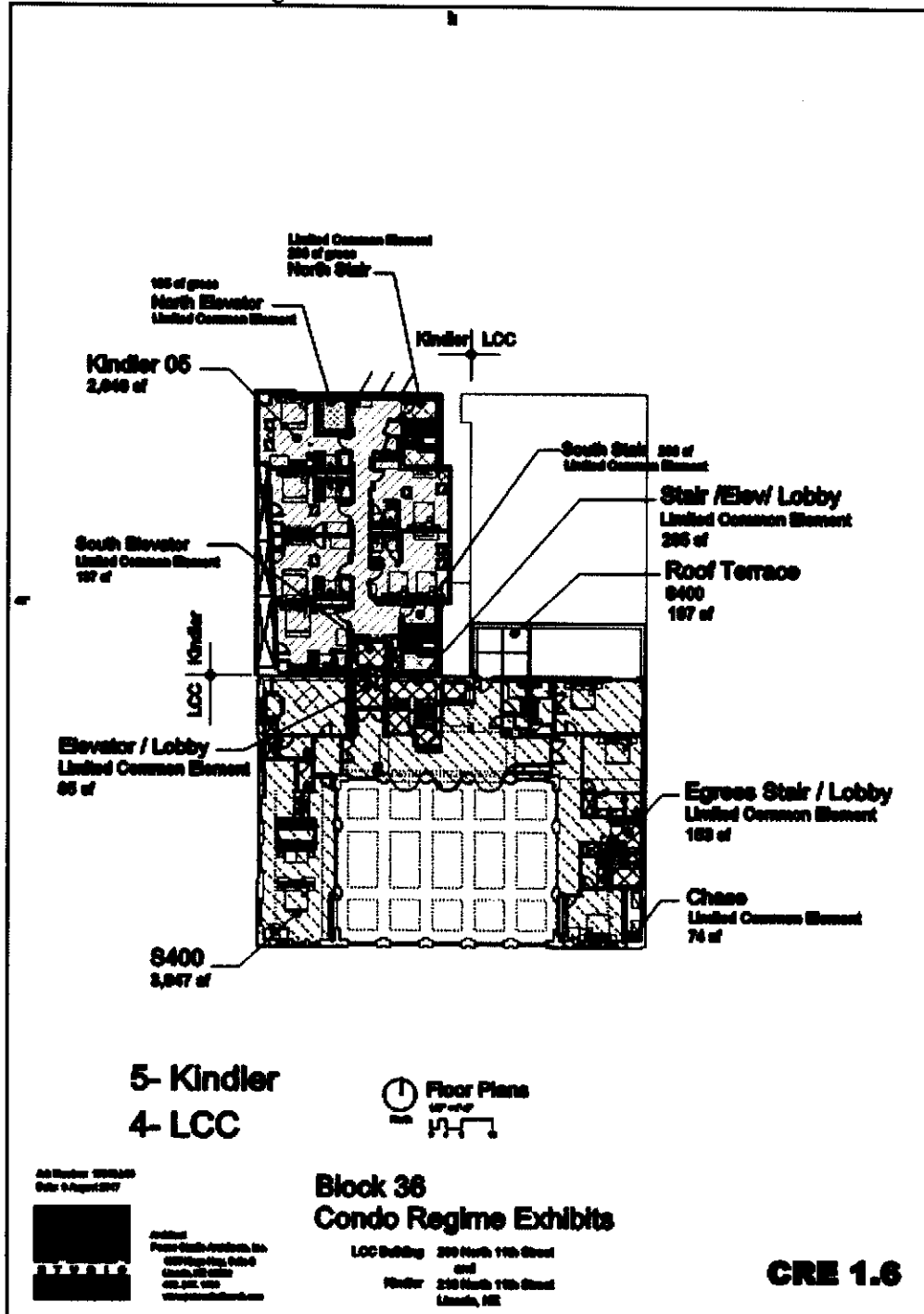
3rd Floor Kindler Building
 2nd Floor LCC Building



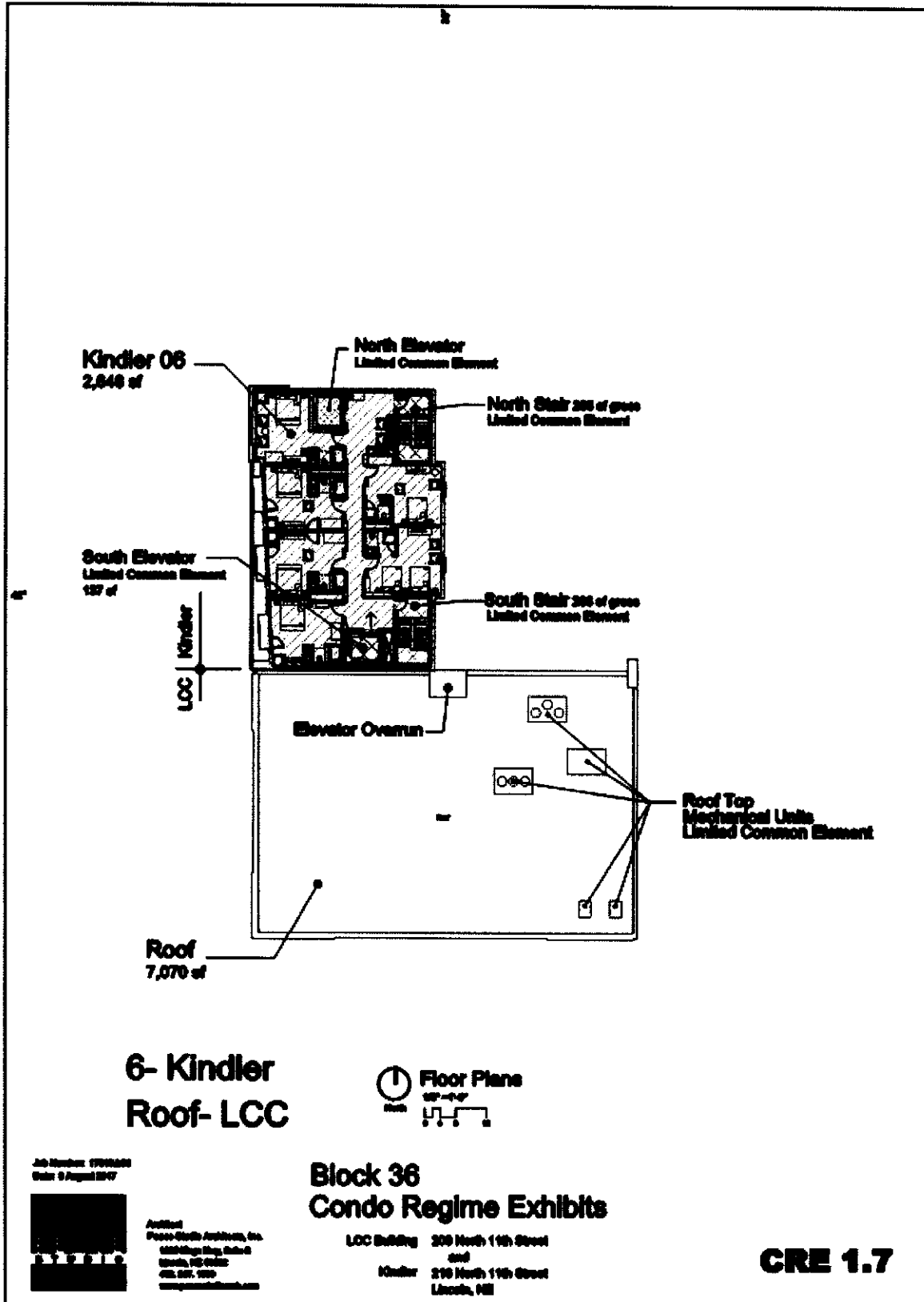
4th Floor Kindler Building
3rd Floor LCC Building



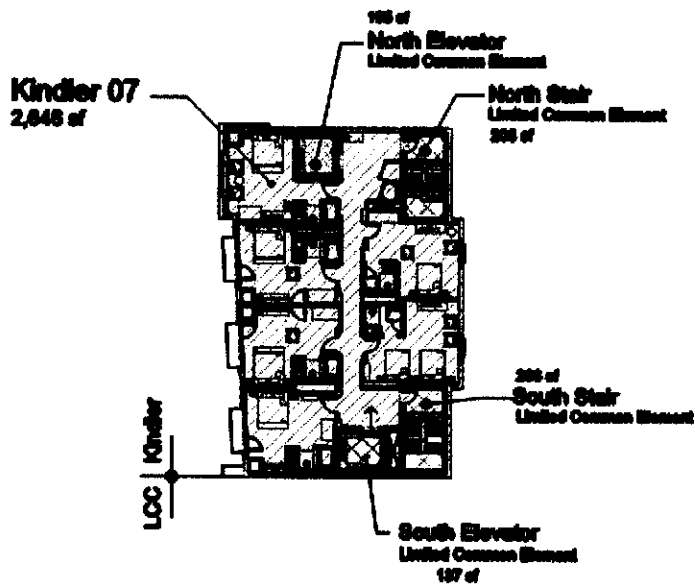
5th Floor Kindler Building
4th Floor LCC Building



6th Floor Kindler Building
Roof LCC Building



7th Floor Kindler Building



7- Kindler



Job Number: 0705000
Date: 6 August 2017



Architect:
Paceo Studio Architects, Inc.
1000 Maryland Drive SE
Atlanta, GA 30316
404.247.1000
www.paceostudio.com

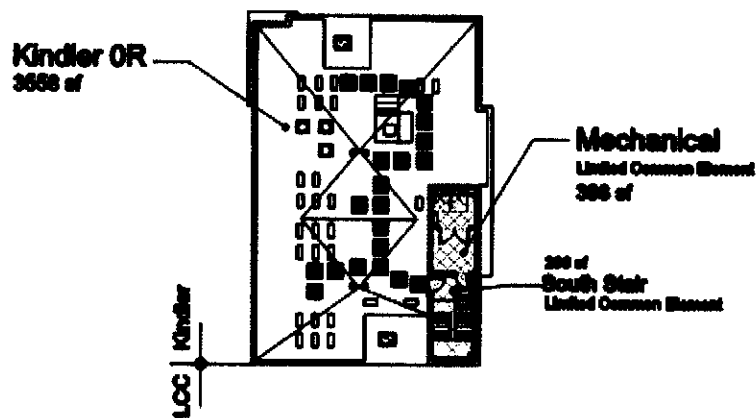
Block 36 Condo Regime Exhibits

LOC Building 200 North 11th Street
and
Kindler 210 North 11th Street
Lincoln, NE

CRE 1.8

Roof Kindler Building

Roof- Kindler



Job Number: 17070000
Date: 9 August 2007



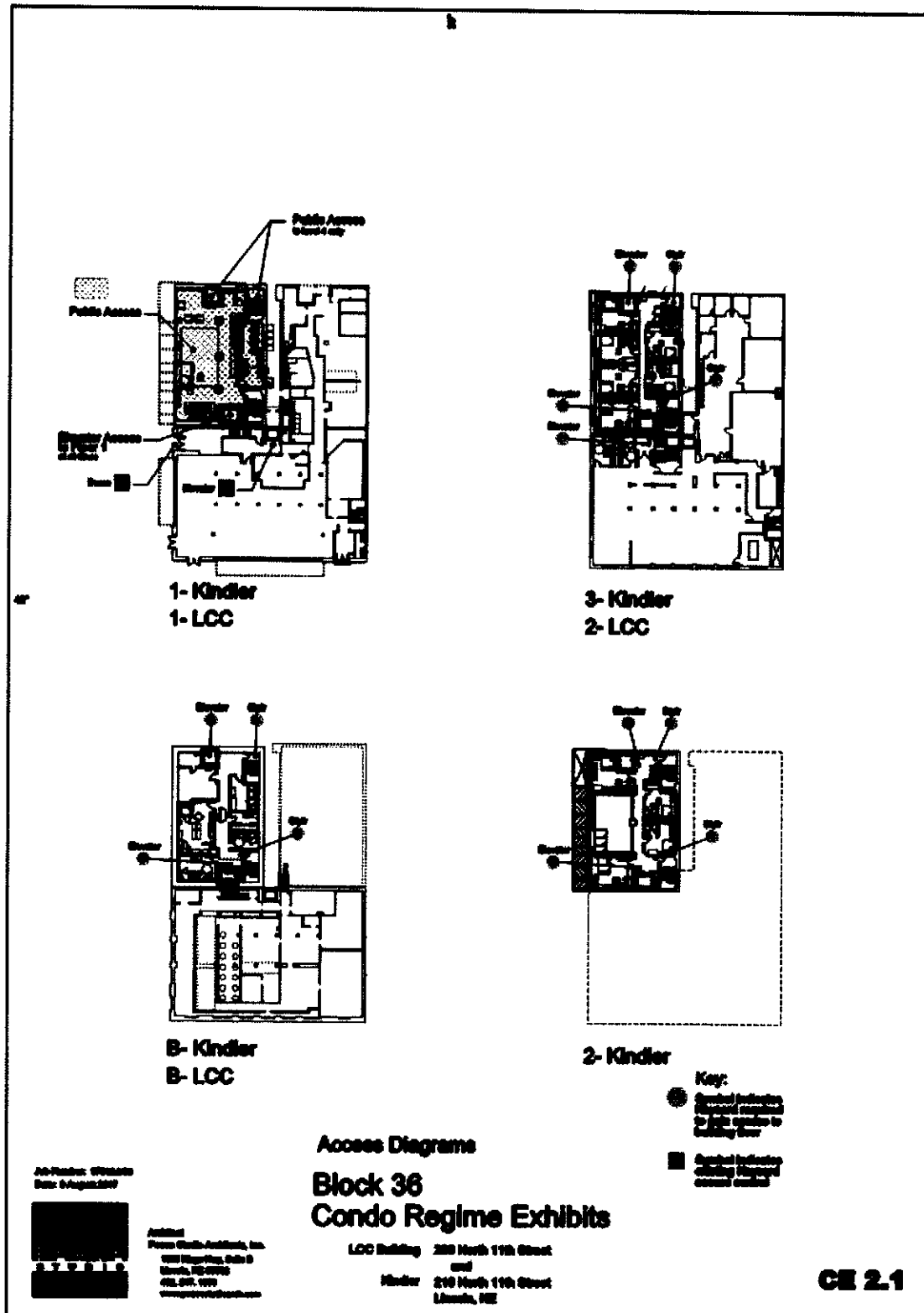
Architect
Prosser-Stall Architects, Inc.
1400 High Ridge Road
Baltimore, MD 21202
410.527.1200
www.prosser-stall.com

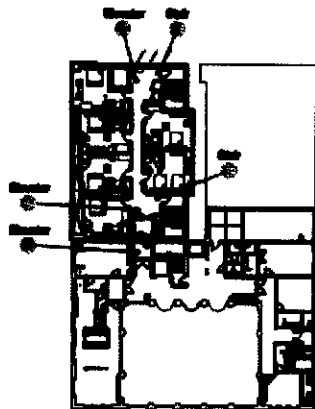
Block 36 Condo Regime Exhibits

LCC Building 200 North 11th Street
and
Kindler 210 North 11th Street
Lincoln, NE

CRE 1.9

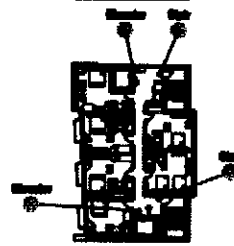
Access Diagrams



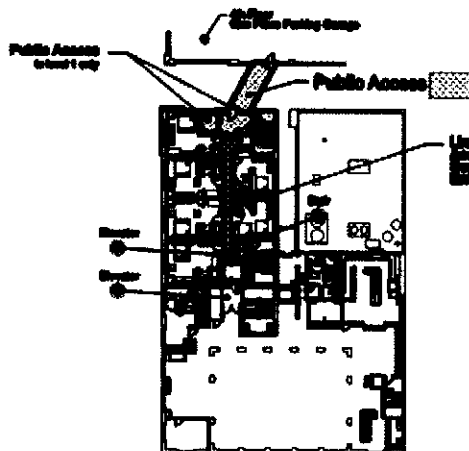


5- Kindler
4- LCC

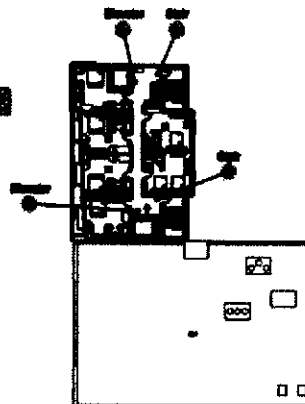
Roof- Kindler



7- Kindler



4- Kindler
3- LCC



6- Kindler
Roof- LCC

- Key:**
- Symbol indicating ground access to building floor
 - Symbol indicating ground access

Access Diagrams

Block 36 Condo Regime Exhibits

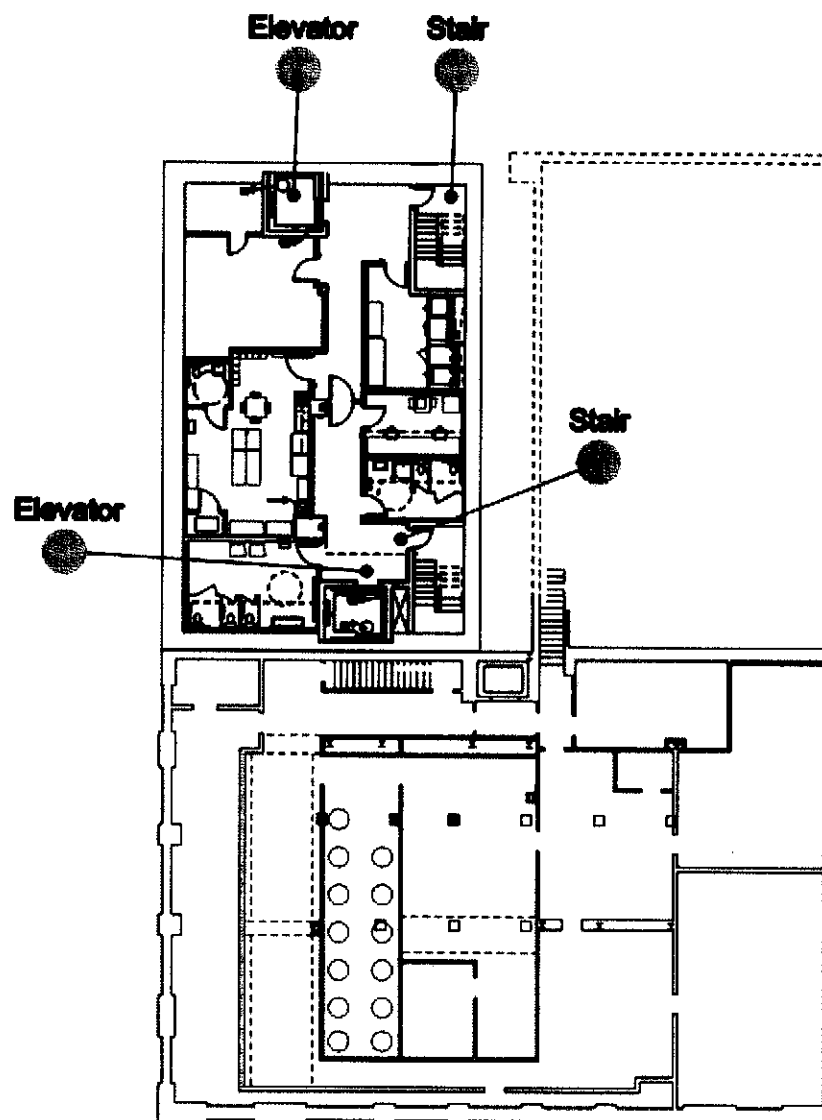
LCC Building 380 North 11th Street
and
Kindler 210 North 11th Street
Lincoln, NE

Job Number: 07000000
Date: 8 August 2007

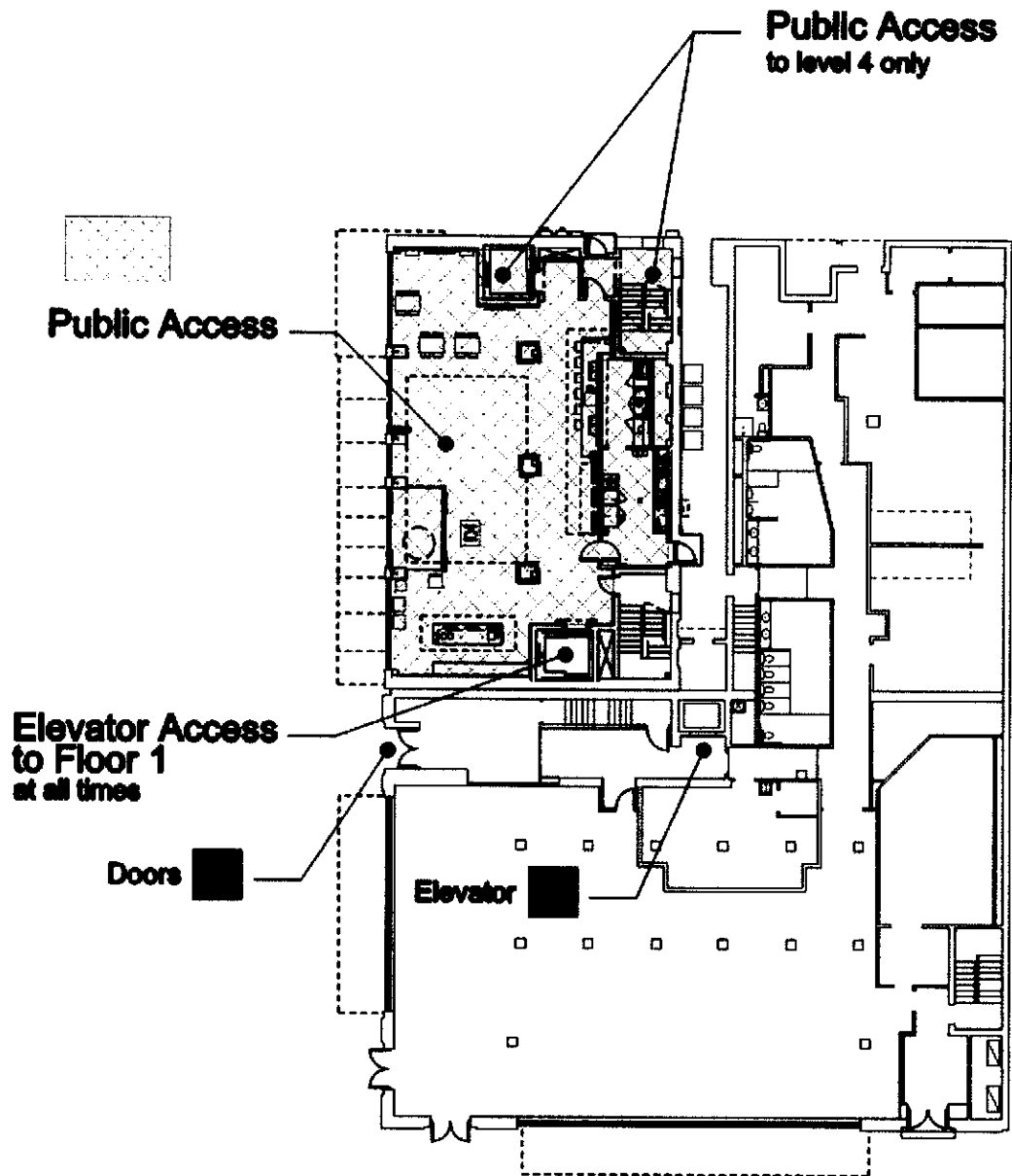


Architect
Pace Smith Architects, Inc.
1000 Virginia Ave, Suite 9
Lincoln, NE 68502
402.527.1000
www.pace-smith.com

CE 2.2

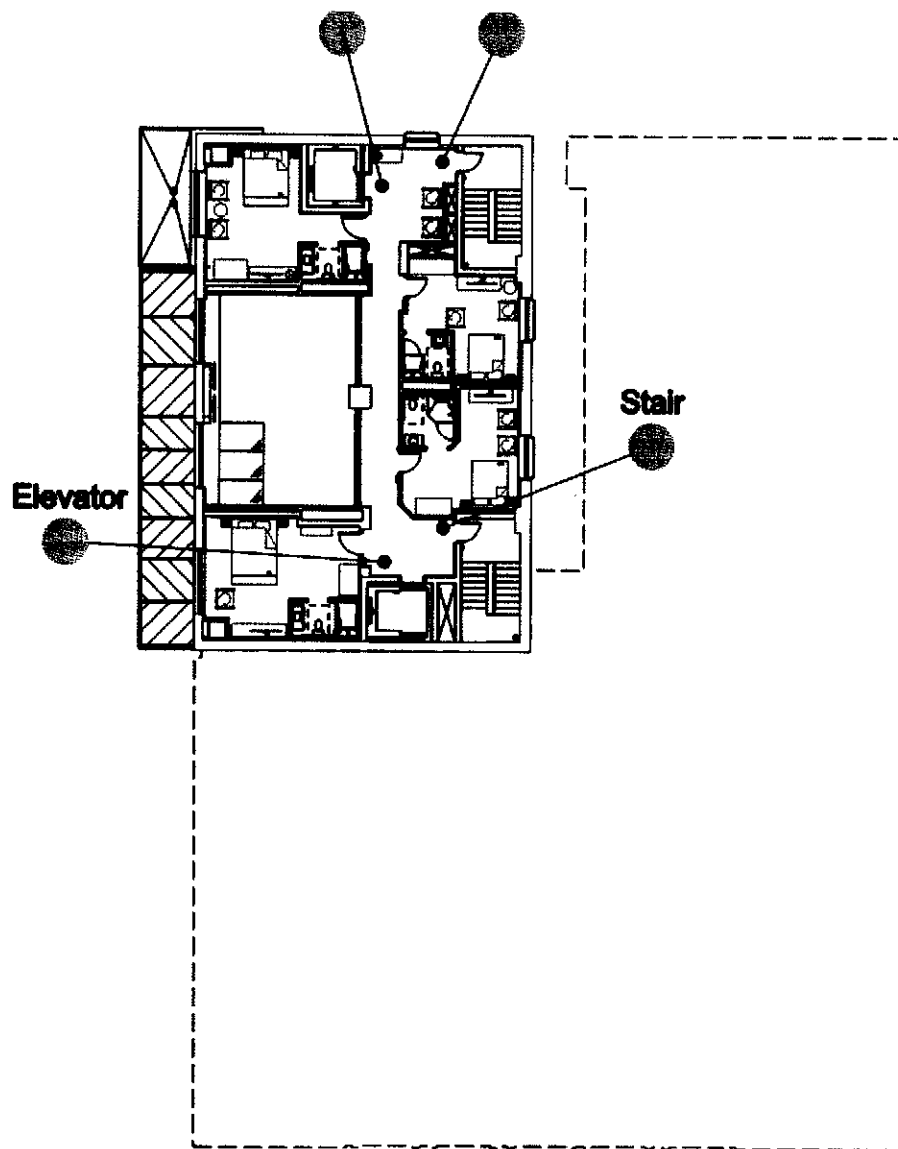


B- Kindler
B- LCC

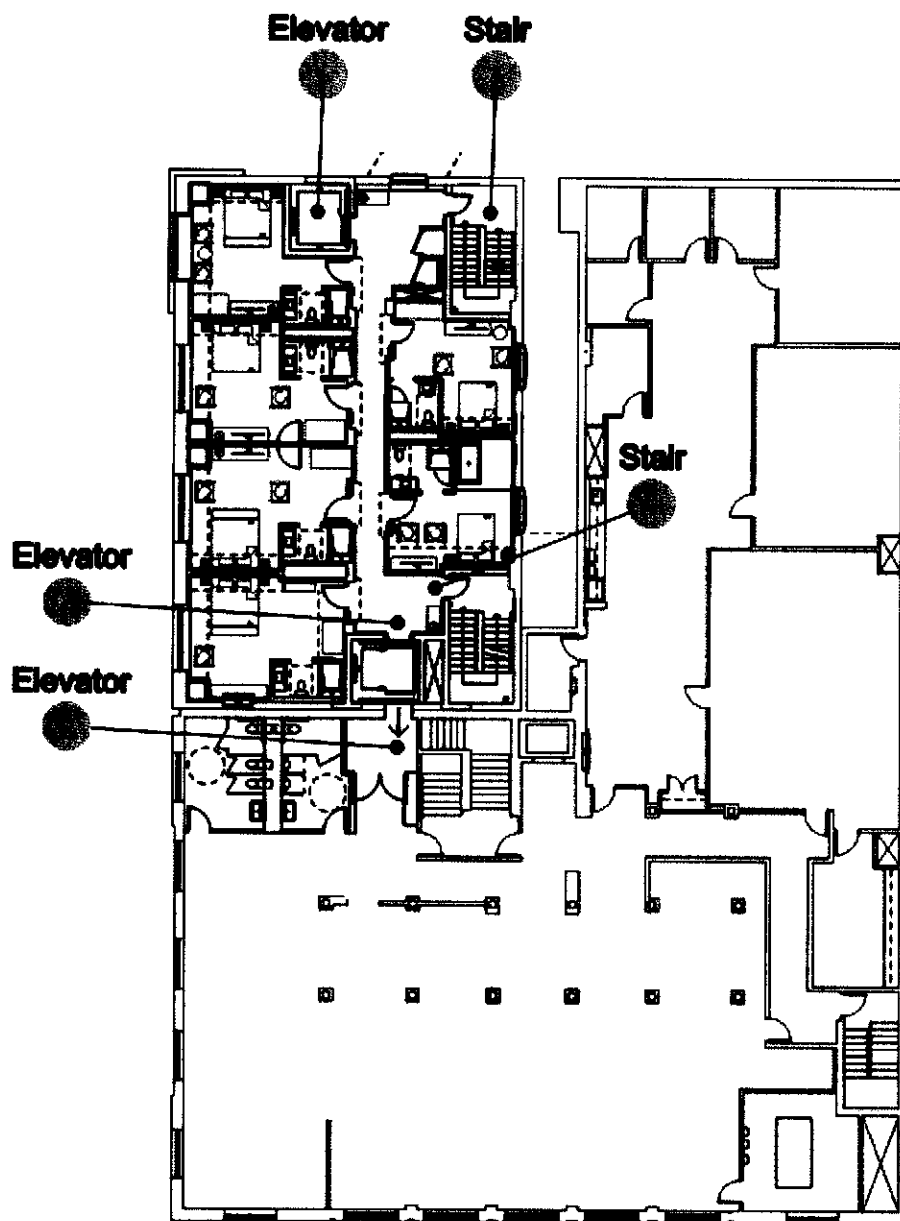


1- Kindler

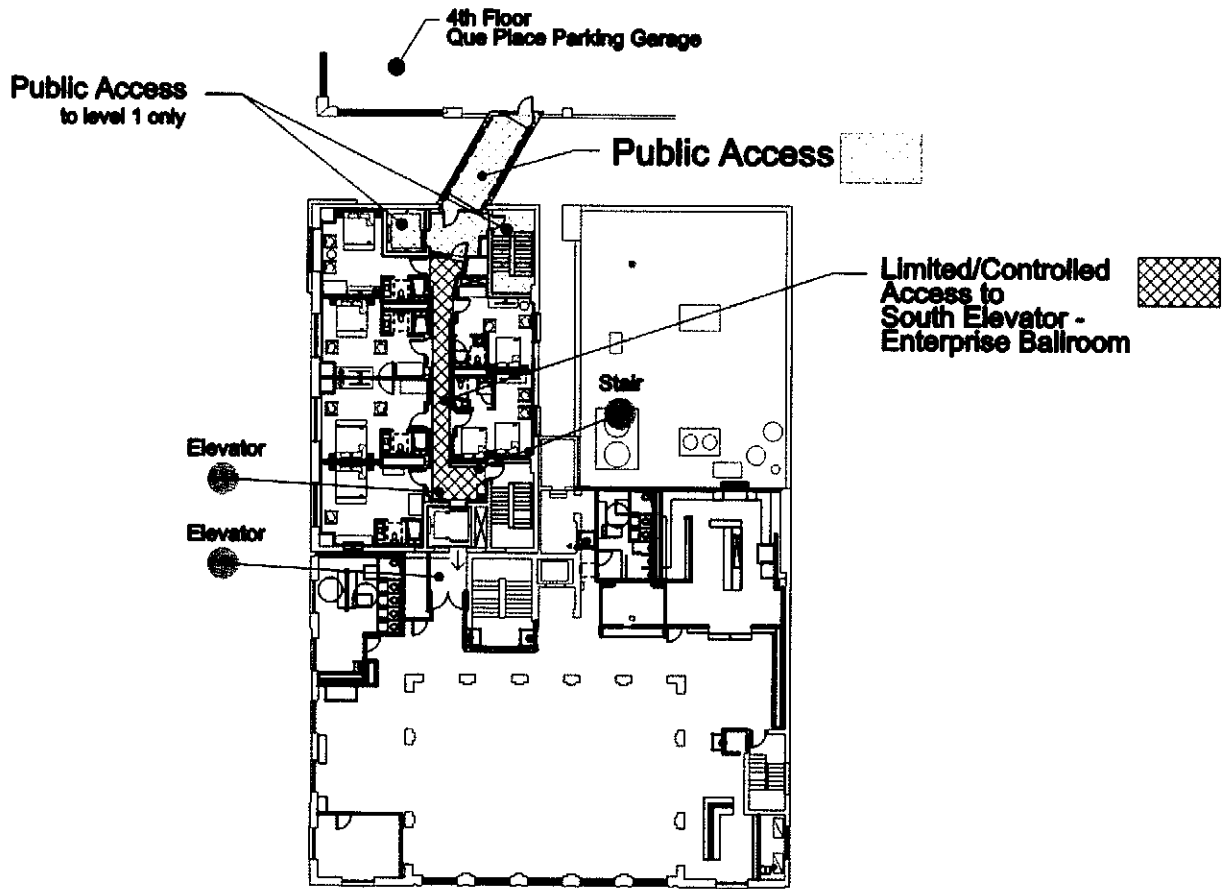
1- LCC



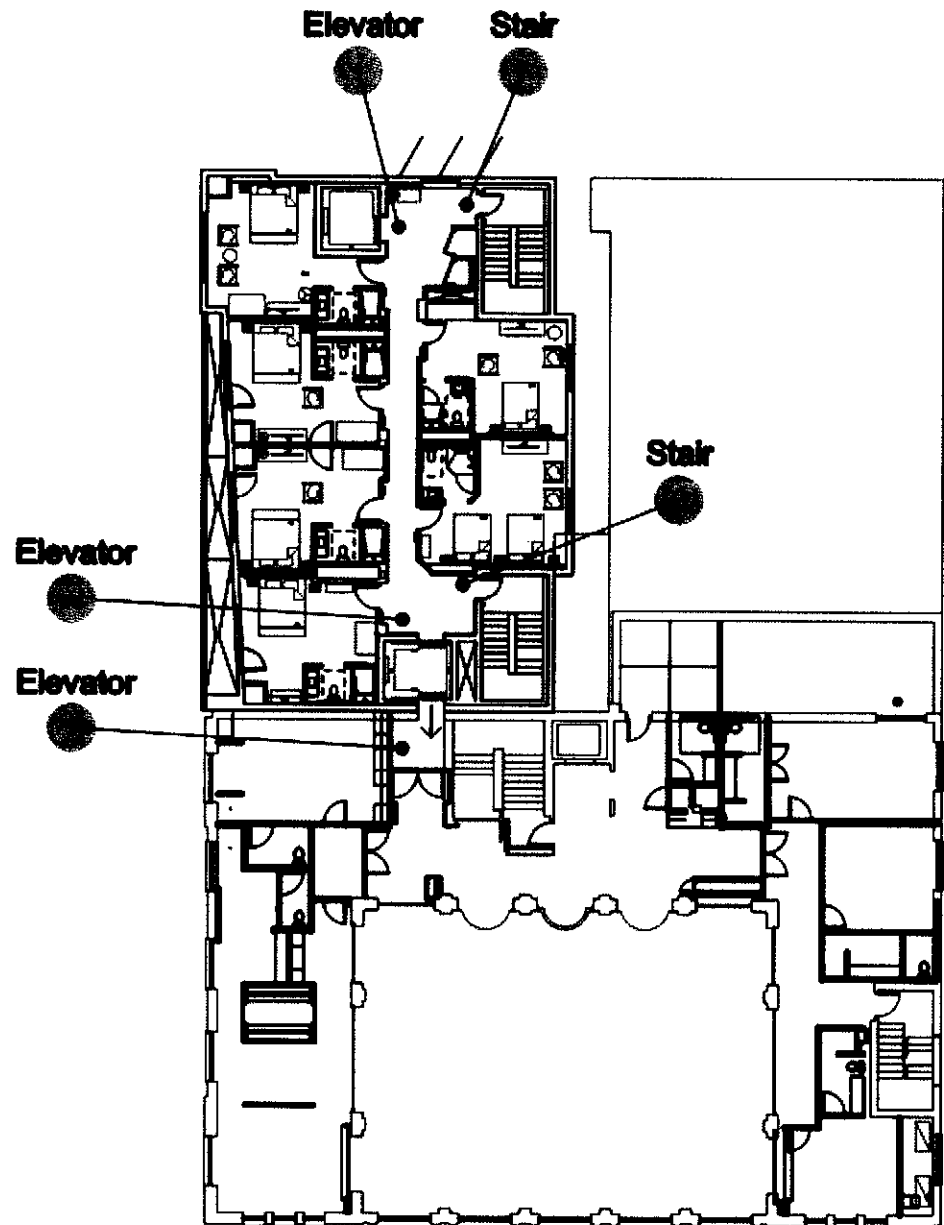
2- Kindler



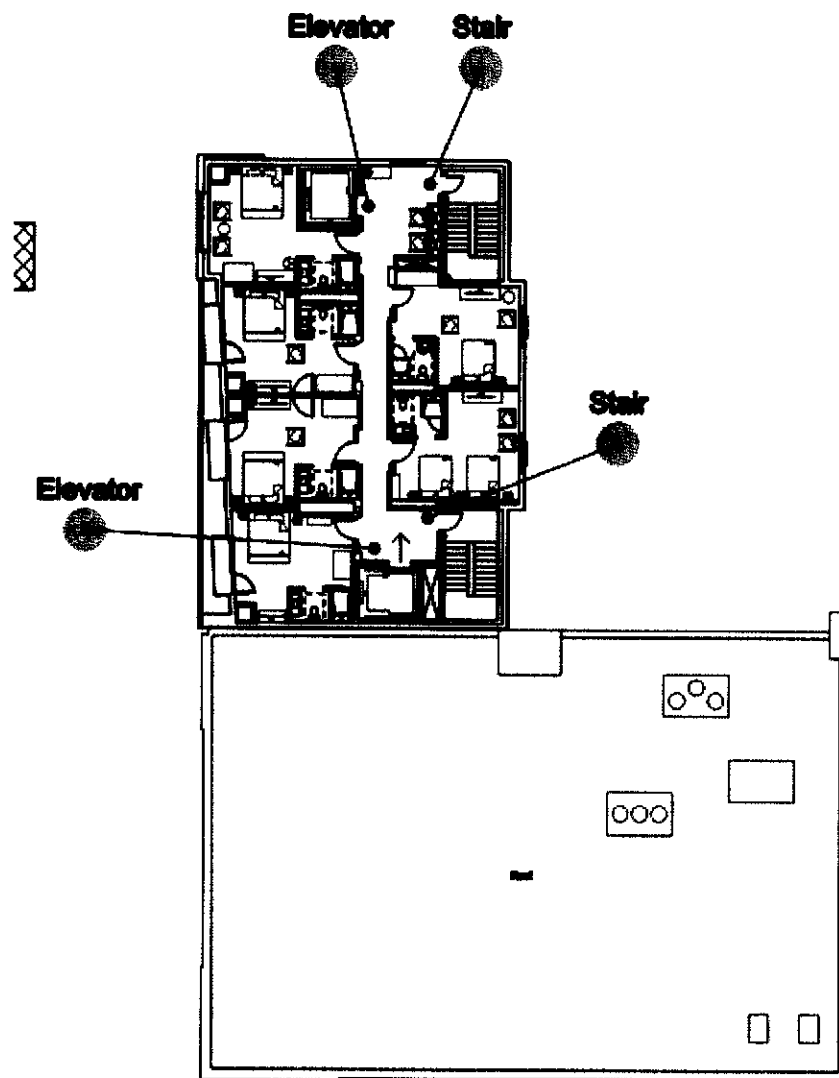
3- Kindler
2- LCC



4- Kindler



5- Kindler
4- LCC



6- Kindler Roof- LCC

Key:



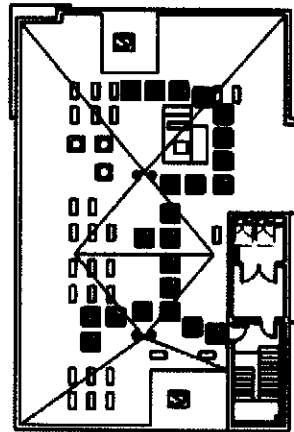
Symbol indicates
Keycard required
to gain access to
building floor



Symbol indicates
existing Keycard
access control

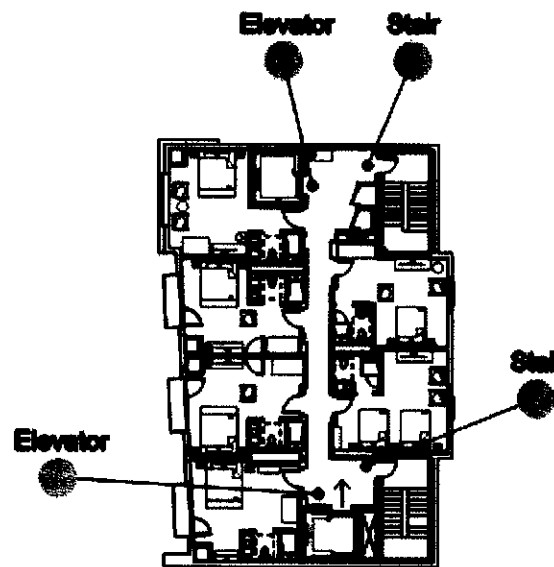
Intentionally
left Blank

Roof- Kindler



Elevator

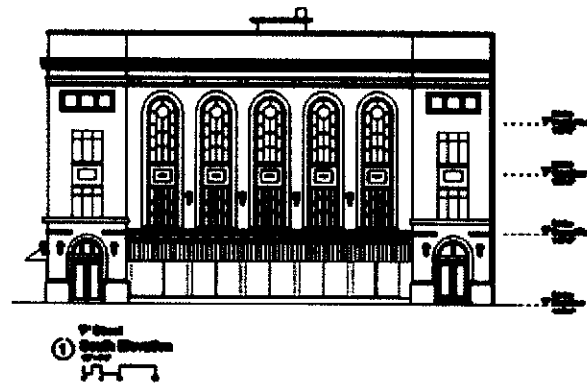
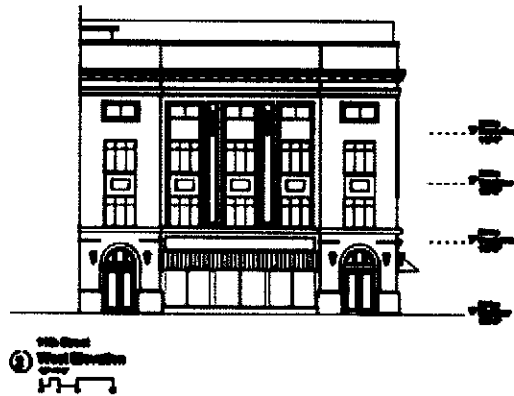
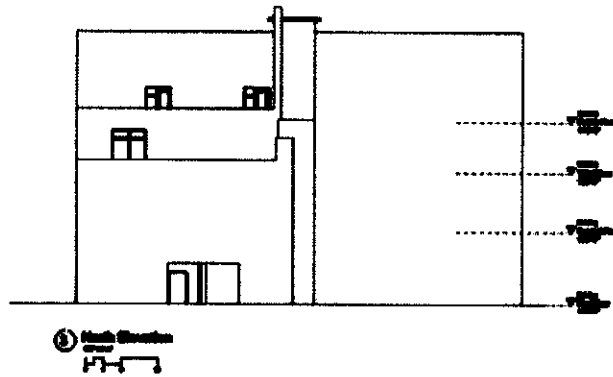
Stair



Elevator

Stair

7- Kindler



Job Number: 1700000
Date: 14 August 2017



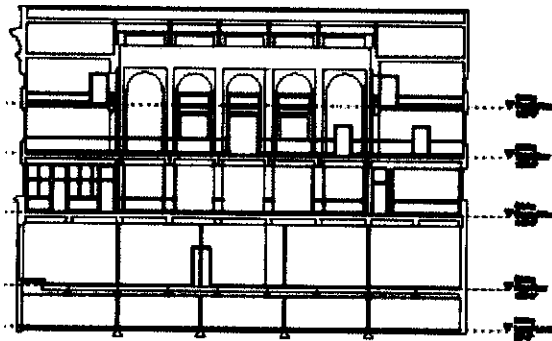
Architect
P. J. Smith Architects, Inc.
1000 Maple Ridge Drive
Suite 100
Lincoln, NE 68502
402.441.1000
www.pjsmitharch.com

Block 36 Condo Regime Exhibits

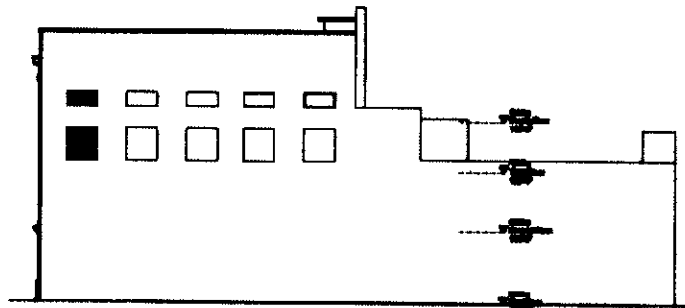
LCC Building 200 North 11th Street
and
Kinkor 210 North 11th Street
Lincoln, NE

LCC Building

CE 3.1



② Section, West-East



① West Elevation

Job Number: 1000000
Date: 9 August 2007



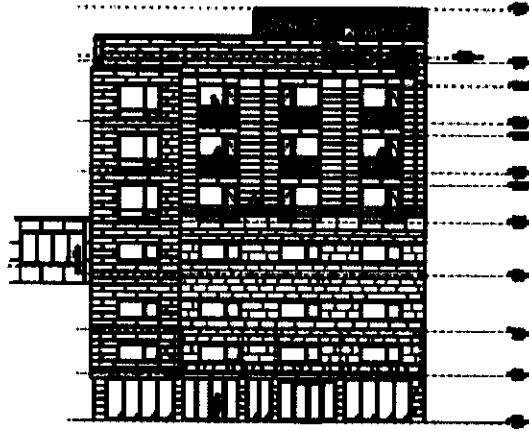
Architect
Pico Studio Architects, Inc.
1000 Rte 100, Suite 100
Lynch, VA 22080
434.591.1000
www.picostudio.com

Block 36 Condo Regime Exhibits

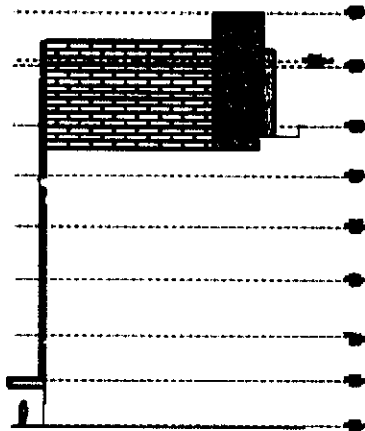
LCC Building 200 North 11th Street
and
Keller 210 North 11th Street
Lynch, VA

LCC Building

CE 3.2



100 West
West Elevation
100 West



100 West
East Elevation
100 West

Job Number: 100 West
Date: 8 August 2007



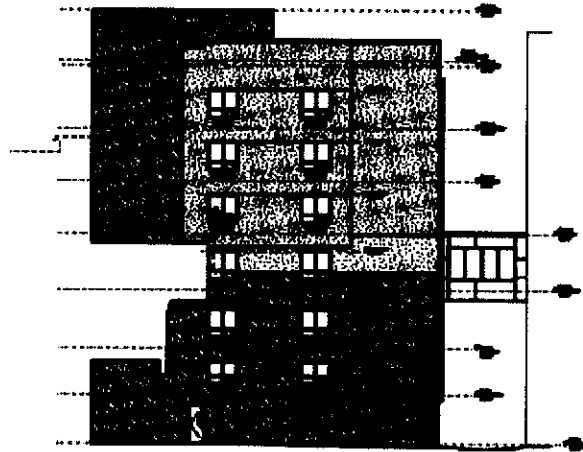
Architect
Peters-Groth Architects, Inc.
100 Westinghouse, Suite 100
Lincoln, NE 68502
402.325.1000
www.petersgroth.com


Block 36 Condo Regime Exhibits

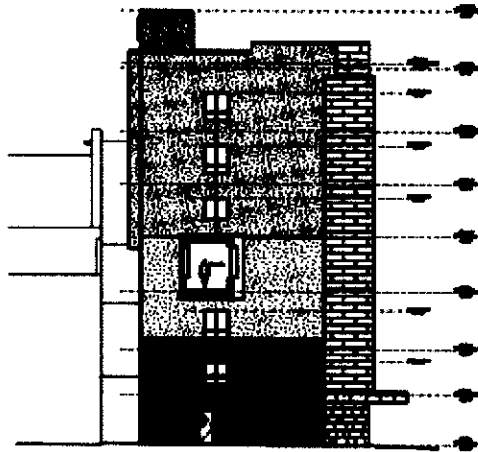
100 Building 200 North 11th Street
and
Kindler 210 North 11th Street
Lincoln, NE

Kindler Building

CE 3.3



② East Elevation




① North Elevation


Job Number: W000000
 Date: 8 August 2017



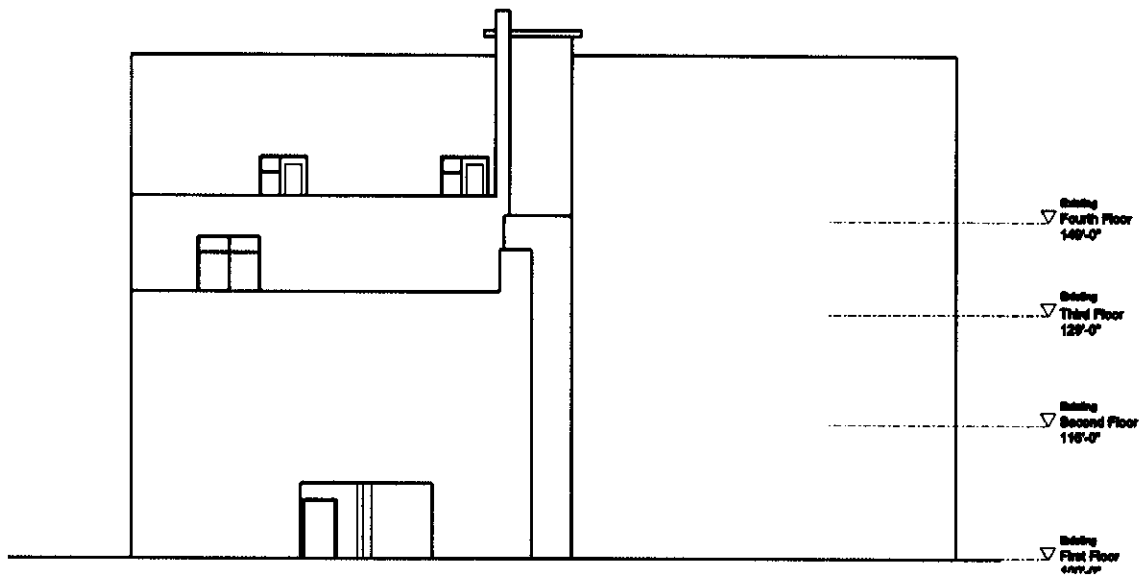
Architect:
 Pease Studio Architects, Inc.
 1000 College Ave., Suite 2
 Lincoln, NE 68502
 402.392.1000
www.peasestudio.com

Block 36 Condo Regime Exhibits

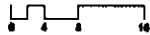
LOC Building 300 North 11th Street
 and
 Kinder 210 North 11th Street
 Lincoln, NE

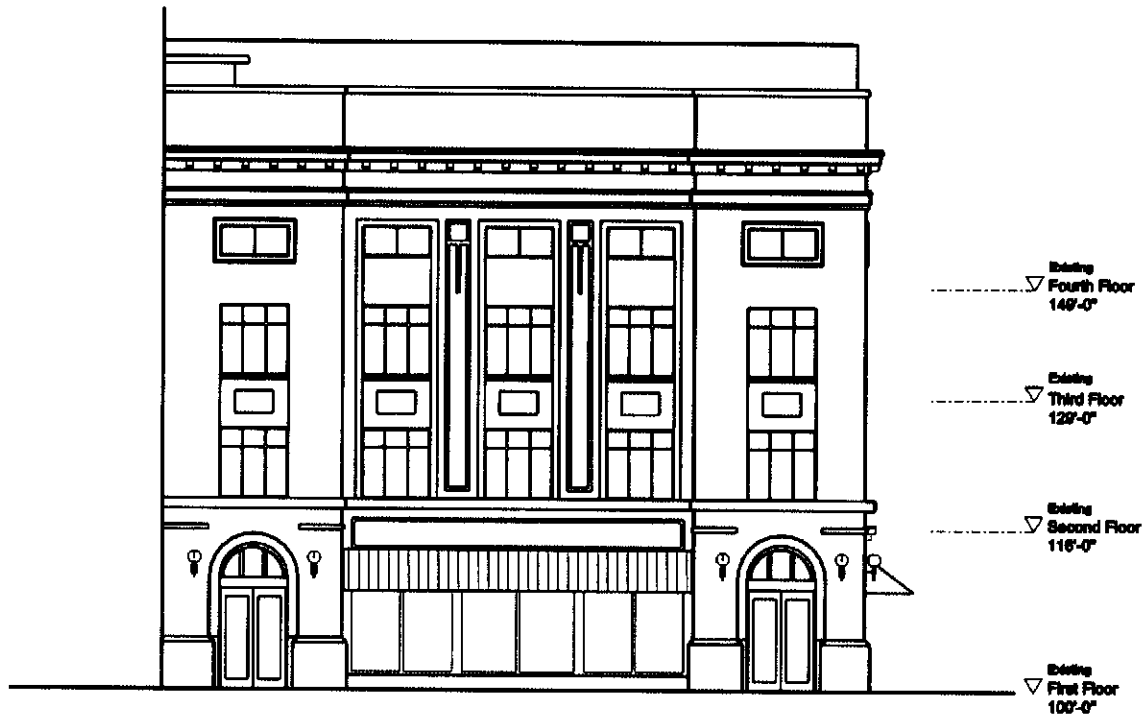
Kindler Building

CE 3.4



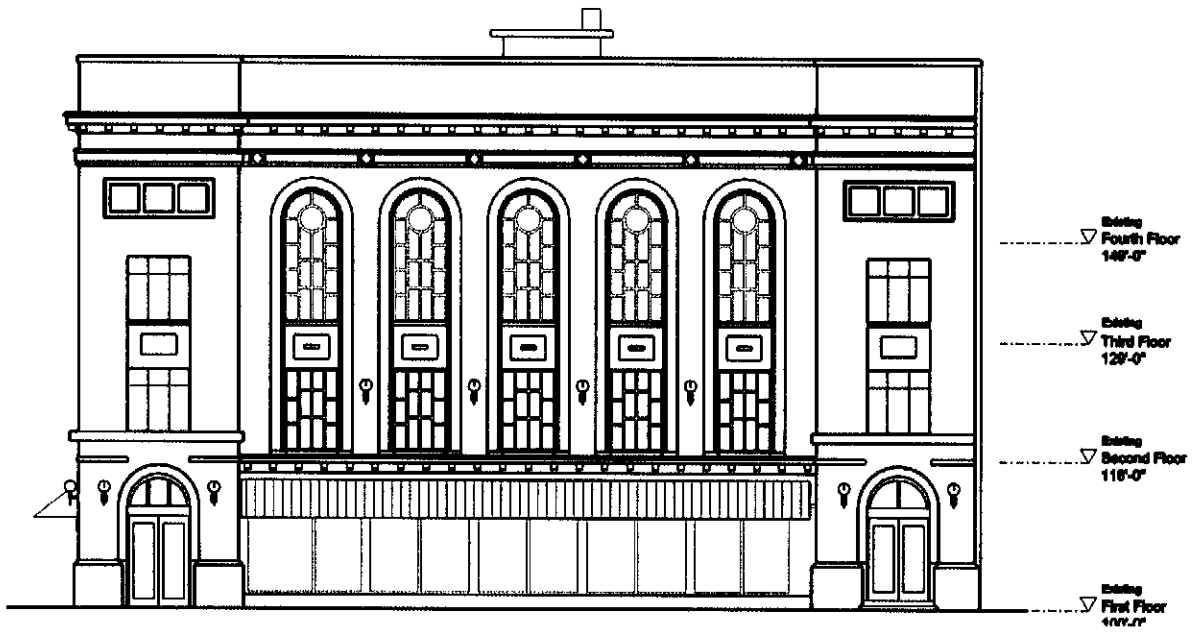
③ North Elevation
1/8" = 1'-0"



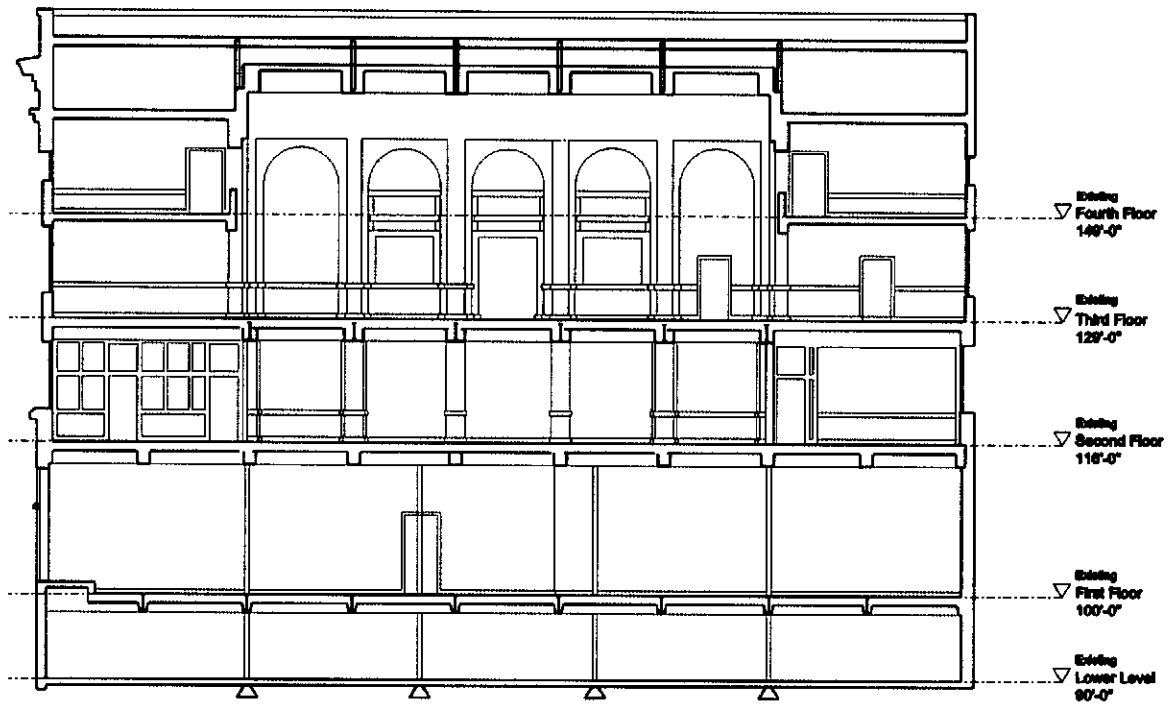


11th Street
 ② West Elevation
 1/8" = 1'-0"

0 4 8 16

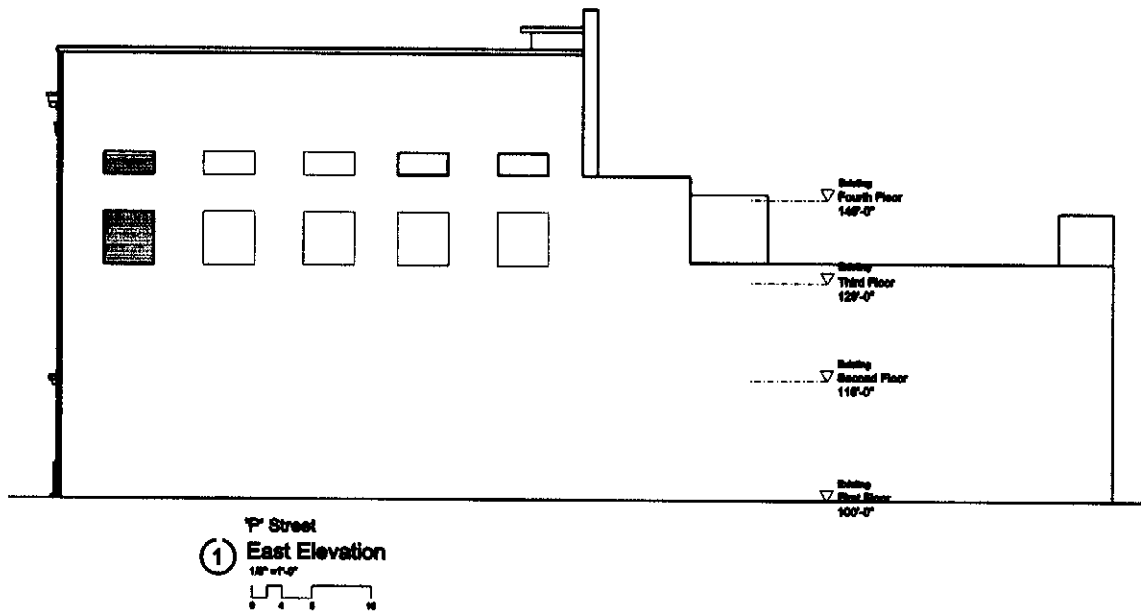


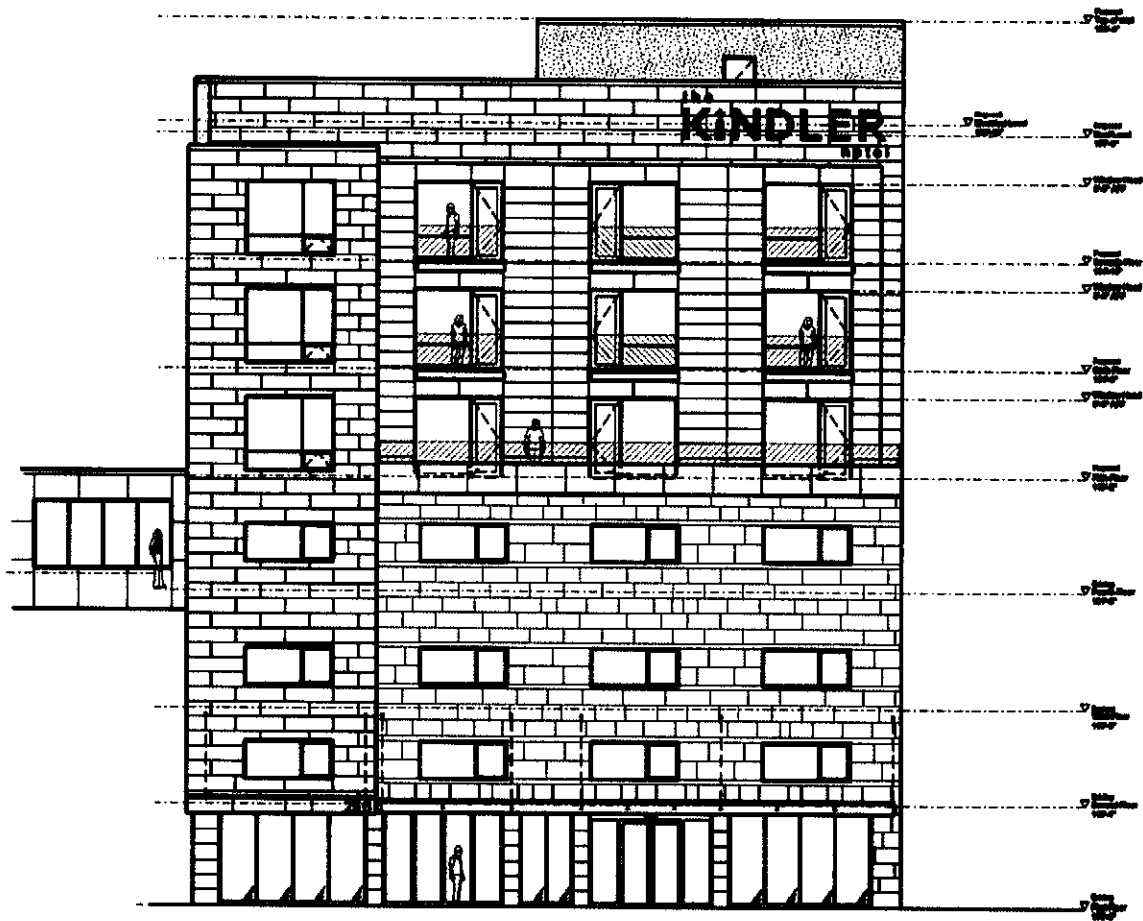
P Street
 ① South Elevation
 1/8" = 1'-0"
 0 4 8 16



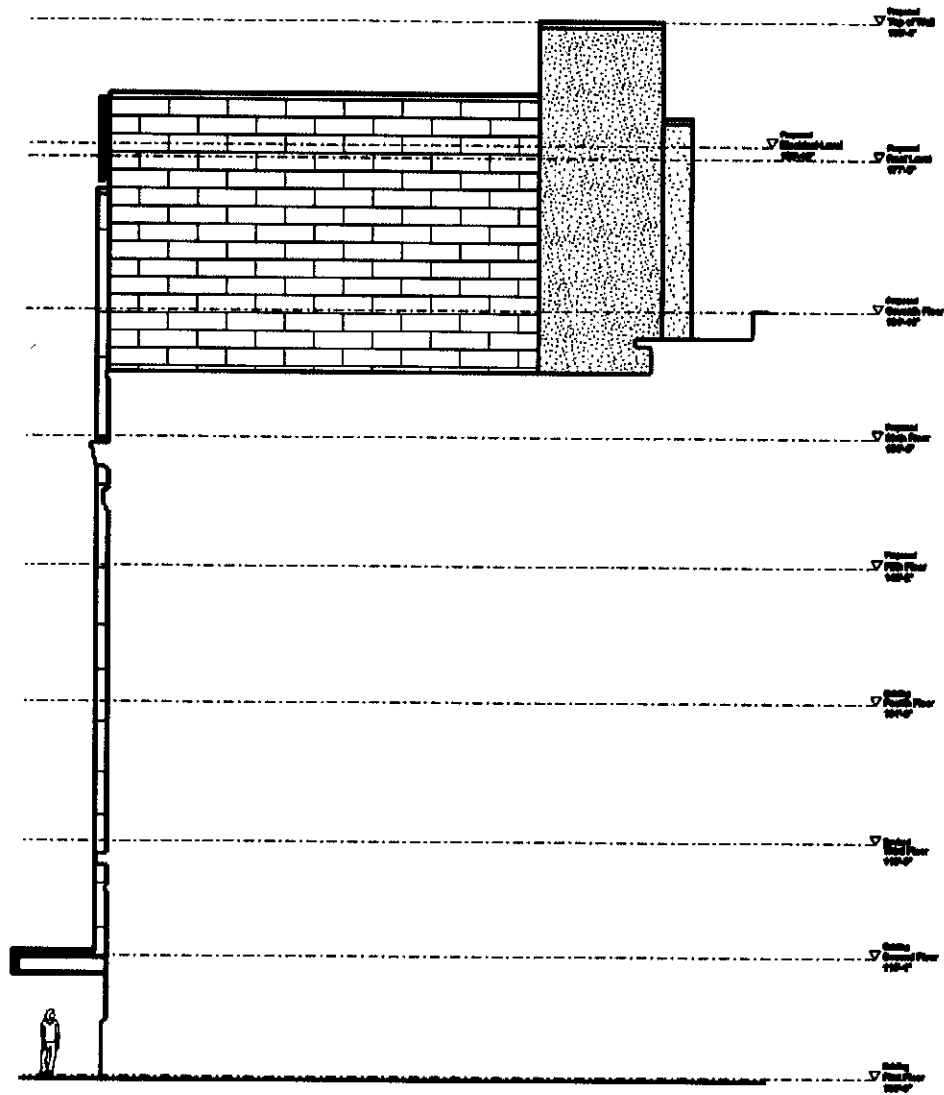
② Section, West-East
1/8" = 1'-0"

0 4 8 16

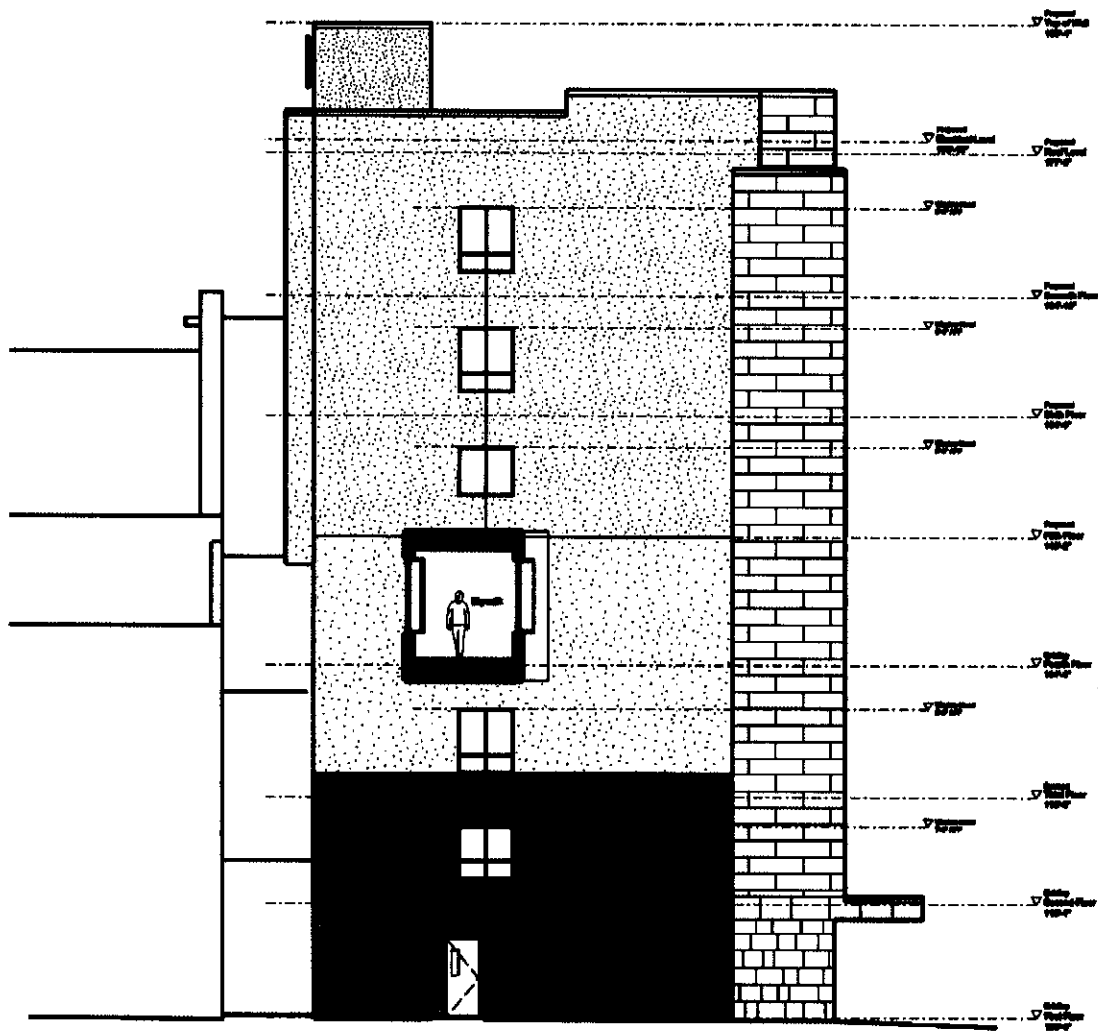




11th Street
 (2) West Elevation
 1/8" = 1'-0"

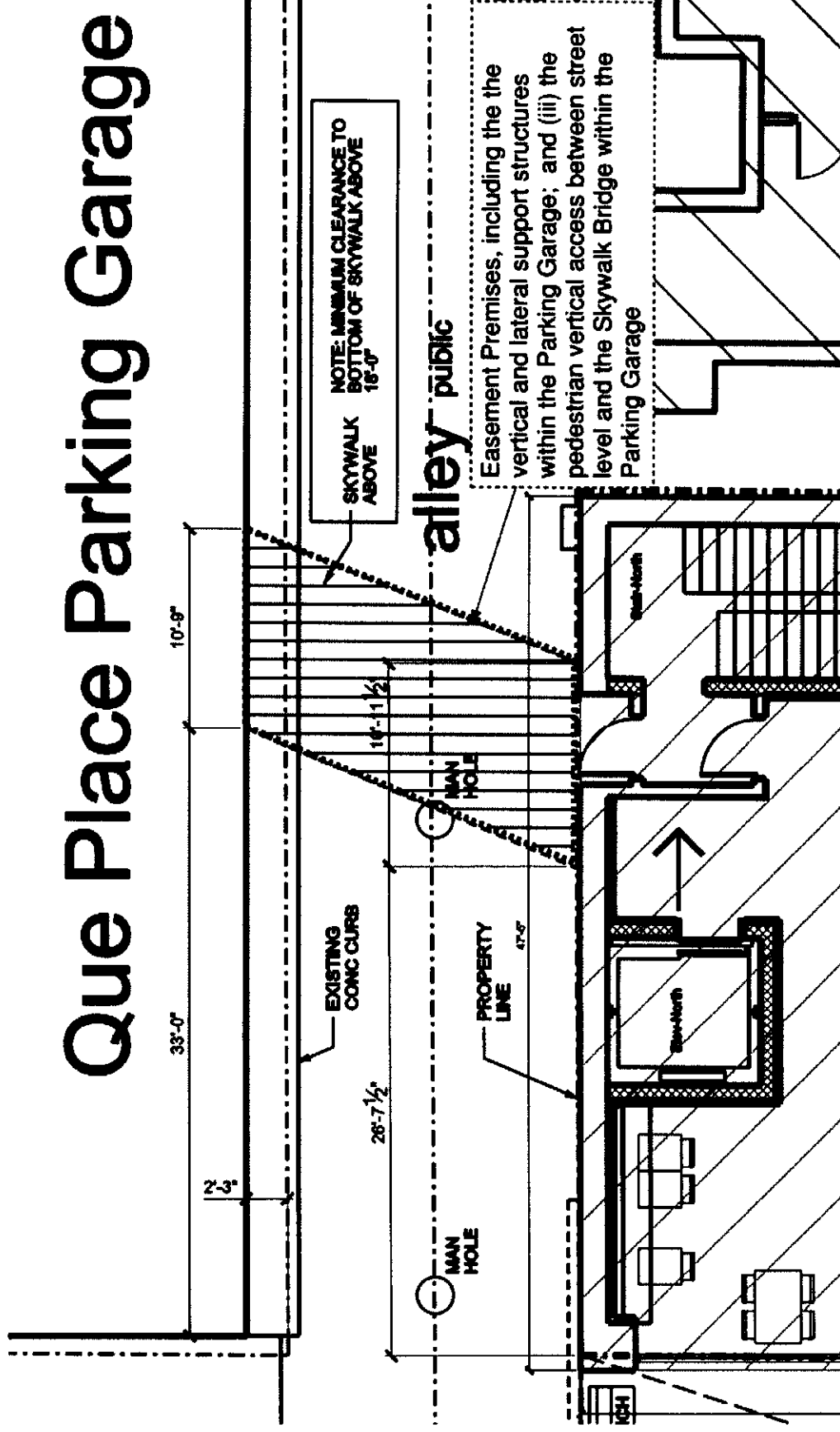


'P' Street
 ① South Elevation
 1/8" = 1'-0"
 0 4 8 16

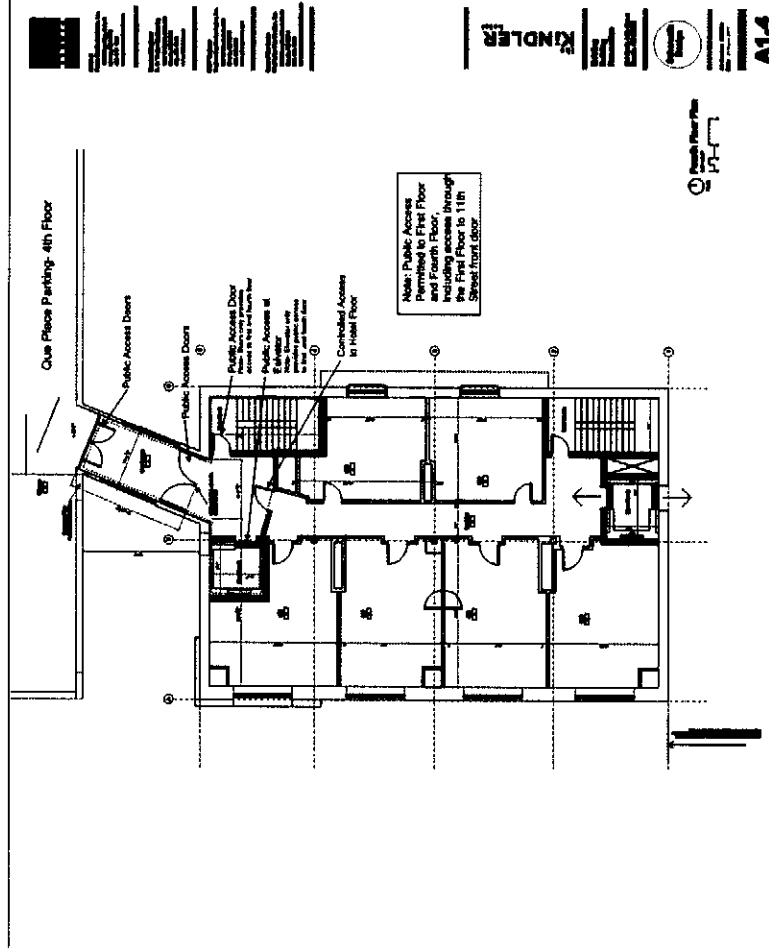


① North Elevation
1/8" = 1'-0"

Que Place Parking Garage



Public Access in the Kindler Hotel Property



200 N 11 St Co

EXHIBIT "B"

200 AND 216 N STREET CONDOMINIUM

Allocated Interest

8/19/2017

Unit	A Condo Unit Size (Square Feet)	B Square Feet Allocated Interest	C Projected Values (Not to Protest Value)	D Projected Values Allocated Interest	E North Building-- North Elevator and South Elevators	F Skywalk Allocated Interest	G South Building Elevator, South Building 11th Street Stairway, South Building "P" Street Stairway, South Building Roof & South Building First Floor Access Easement
Kindler Condo Unit Total Unit N100		100%	\$7,082,836.28	100%	76.0%	50.0%	
LCC Condo Unit (Including Basement) Unit S100							
Unit S200							
LCC Condo Units Total		100%	\$1,415,796	100%	12.9%		60.0%
Enterprises Condo Unit Unit S300-400							
Enterprises Condo Unit Total		100%	\$2,518,686	100%	24.0%	50.0%	40.0%
Total Condominium			\$11,017,319	100%	100.0%	100.0%	100.0%

Formulas:

1. The Project Values Allocated Interest percentages were determined and formulated based upon the Projected Values (Not to Protest Value).
2. The North Building—North Elevator and South Elevators Allocated Interest were mutually determined by CAS and Enterprises.
3. The Skywalk Allocated Interest percentages were mutually determined by CAS and Enterprises.
4. The South Building Elevator, South Building 11th Street Stairway, South Building "P" Street Stairway, South Building Roof & South Building First Floor Access Easement Allocated Interest were determined based upon The LCC Condo Unit having three of the five floors and the Enterprises Condo Unit having two of the five floors.

EXHIBIT "C"

E

D

C

B

A

200 AND 216 N STREET CONDOMINIUM

Not to Protest

8/19/2017

	C	D	E
Unit	Projected Values (Not to Protest Value)	Projected Values Allocated Interest	Not to Protest Values
Kindler Condo Unit Total	\$7,082,836.28	100%	\$ 7,082,836
Unit N100			
LCC Condo Unit			
(including basement) Unit S100			
Unit S200			
LCC Cond Units Total	\$1,415,796	100%	\$ 1,415,796
Enterprises Condo Unit			
Unit S300-400			
Enterprises Condo Unit Total	\$2,518,686	100%	\$ 2,518,686
Total Condominium	\$11,017,319	100.0%	\$ 11,017,319