



Return to:

Seacrest & Kalkowski, PC, LLO
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

HISTORIC PRESERVATION FEATURES RESTRICTIONS

Commercial Club Enterprises, LLC, a Nebraska limited liability company, and its successors and assigns ("Enterprises") hereby establish as of December 22, 2017 the following Historic Preservation Restrictions on the following described real estate (as defined in Neb. Rev. Stat. 76-201) ("Property"):

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 December 26, 2017 as Inst. No. 2017 053599, and any amendments thereto.

RECITALS

A. The Property contains certain historic and/or architectural features (collectively "**Features**") as more particularly described on Exhibit 1 and incorporated herein by this reference and located within the interior of the Property.

B. Enterprises hereby irrevocably establish these Historic Preservation Features Restrictions during the Term defined below regarding certain restrictions, rights and obligations with respect to the Features located within the Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Enterprises here by irrevocably establish following restrictions, rights and obligations with respect to the Features located within the Property:

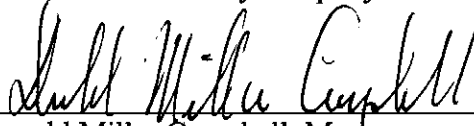
1. Features Restrictions. The owner and its tenants, guests and users of the Property (collectively "**Owner**") during the Term stated below shall observe and comply with the following restrictions ("**Features Restrictions**"):

- a. Owner shall not intentionally demolish, remove or raze the Features.
 - b. Owner shall not undertake, or allow to be undertaken, any material changes to the Features, without the express written consent of Enterprises. Changes to the Features include, but are not limited to any material change in the Features, including the demolition, removal, or physical or structural change with respect to the assembly or construction of the Features, wear and tear accepted.
2. Permitted Maintenance: Notwithstanding Paragraph 1 above,
 - a. Owner shall not be precluded from implementing any ordinary or necessary care, cleaning, changing color, maintenance, repair, reconstruction, refinishing, re-painting or re-wallpapering (collectively "**Maintenance**").
 - b. Owner shall not be precluded from installing, operating, maintaining, repairing updating, and replacing lighting, audio, visual, data and communication systems, provided that Owner shall take reasonable care to minimize the damage or impact to the Features.
 - c. Owner shall not be precluded from temporarily hanging decorations, banners or signs from the Features or from temporarily covering a Feature, provided that Owner or its guests and customers shall take reasonable care to remove said items after an event in a manner that minimizes damage or impact to the Features.
4. Maintenance Duty. Owner shall perform Maintenance on the Features to preserve the Features' appearance and structural soundness and to prevent any accelerated deterioration of the Features, wear and tear accepted.
5. Casualty Damage. In the event that the Features or any part thereof shall be damaged by fire or other casualty, then Owner shall use reasonable effort to reconstruct the Features to the extent practicable. If the Property is damaged to such an extent that Owner determines that reconstruction of said Property improvements are not economically or structurally feasible and provides Grantee with a statement from an independent engineer to the same effect, then these Features Restrictions shall be void and of no further force or effect with respect to the Property.
6. Inspection. During the Term, Enterprises shall be permitted to have reasonable access to the Property upon reasonable prior notice (minimum of 48 hours) to Owner to inspect the Features for the purpose of determining conformance with the Features Restrictions. The right of inspection shall include the right to take photographs and prepare written descriptions of the Features. Owner shall have no obligation to allow the general public to view the Features.
7. Remedies. In the event of a violation of these Features Restrictions, in addition to any remedy now or hereafter provided by law, Enterprises may, following reasonable notice to Owner, institute suit to enjoin said violation and to require, at the expense of Owner, the restoration of the Features to the condition and appearance required by the Features Restrictions.

8. Term and Binding Effect. These Features Restrictions shall be in effect until December 31, 2067 ("**Term**") and be appurtenant to and run with the Property. The grant of these Features Restrictions shall be binding upon the owner of the Property and its executors, administrators, successors and assigns. Executed by Enterprises as of the date written above.

"Enterprises"

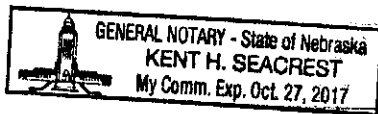
Commercial Club Enterprises, LLC, a
Nebraska limited liability company

By: 
Donald Miller Campbell, Manager

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 21st 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)




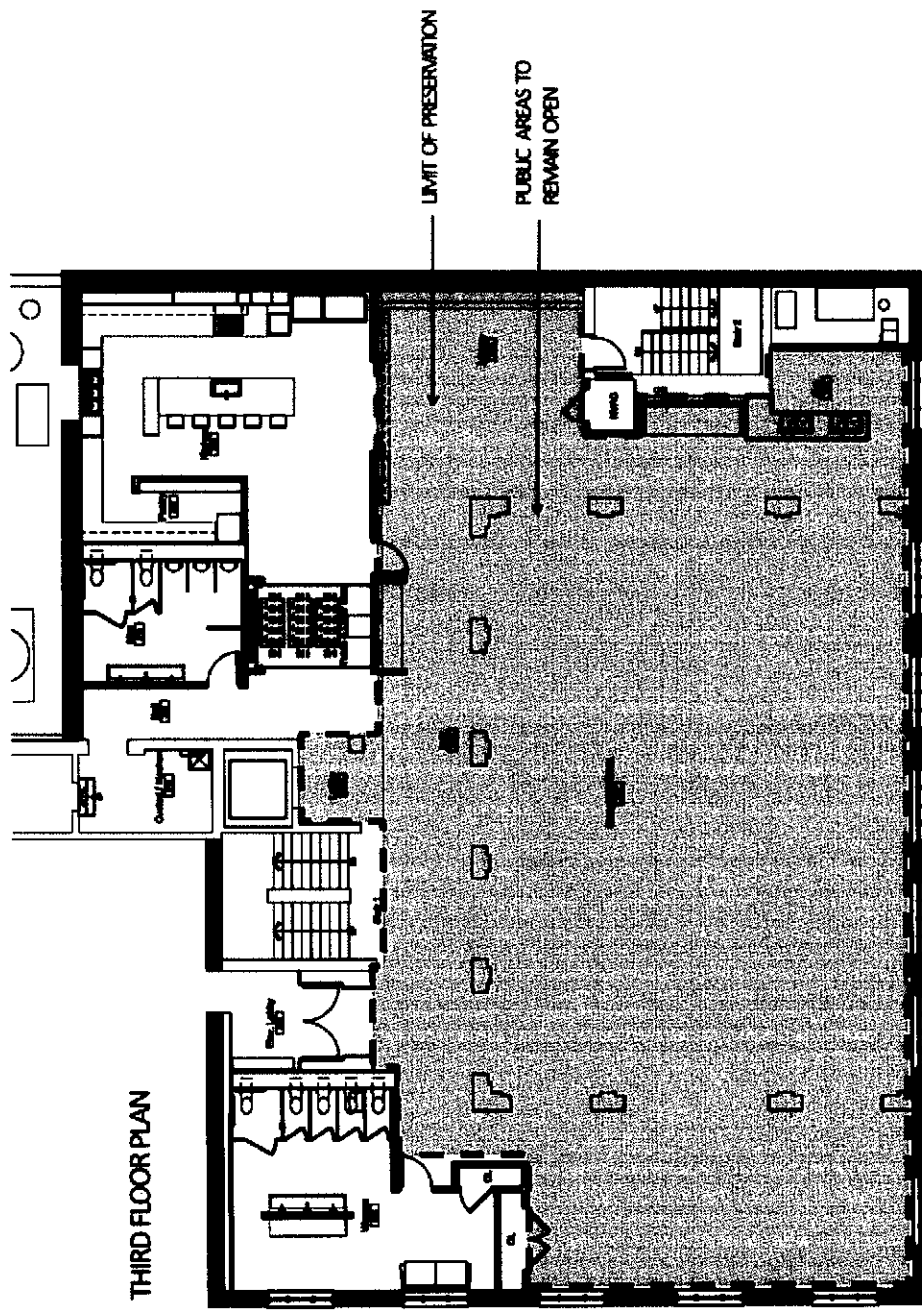
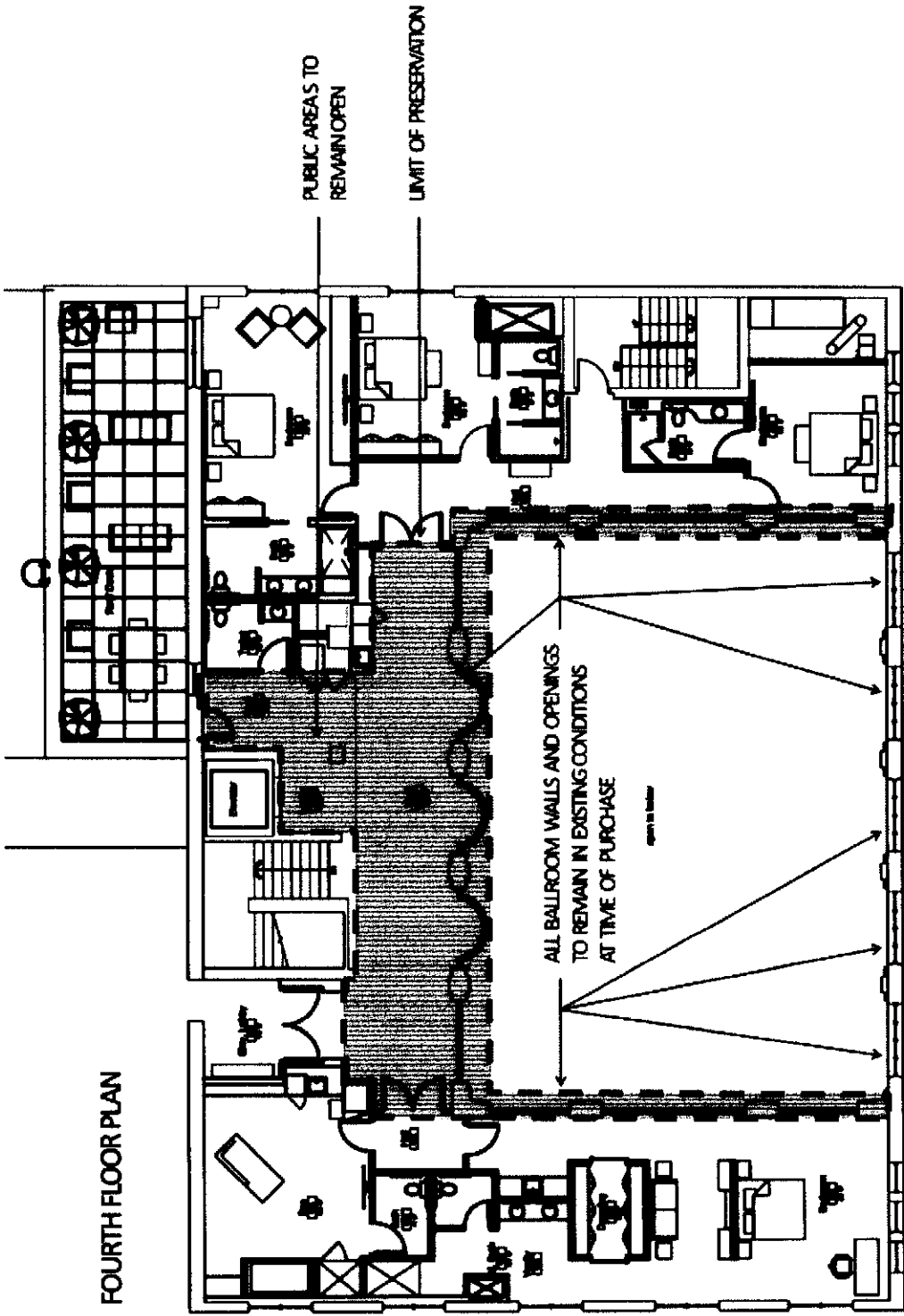
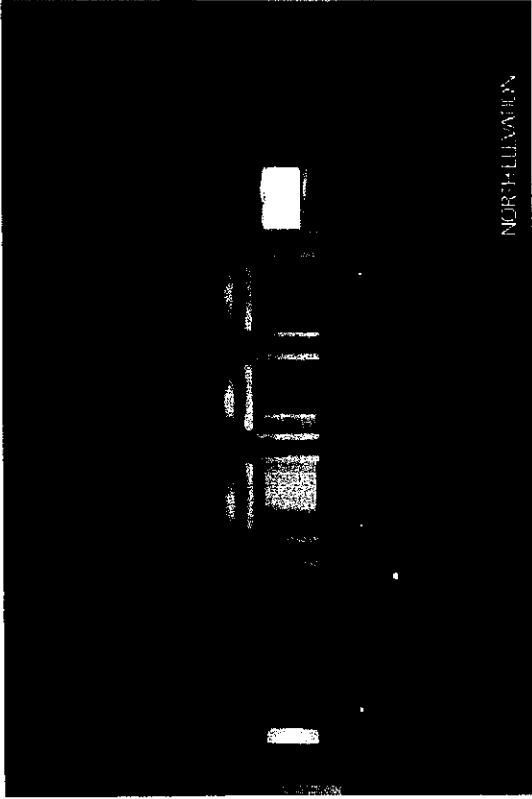

Notary Public

Exhibit "1"

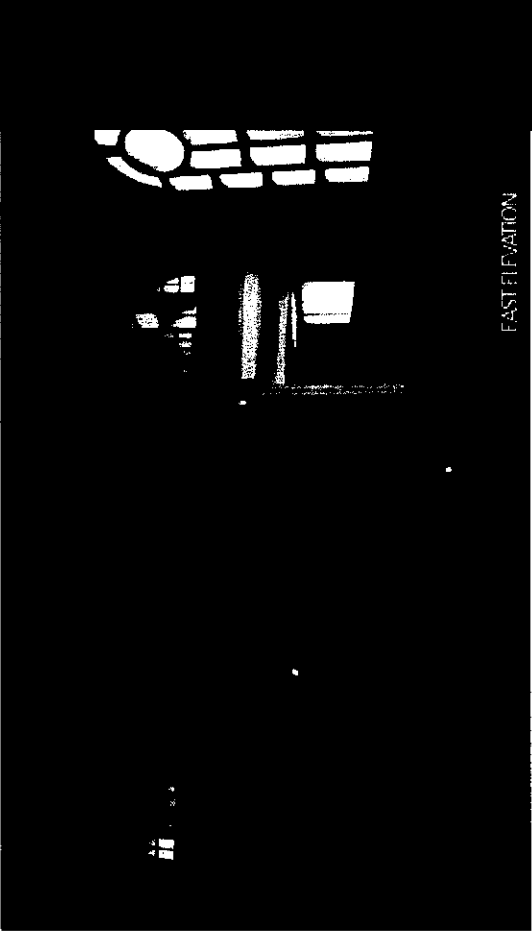




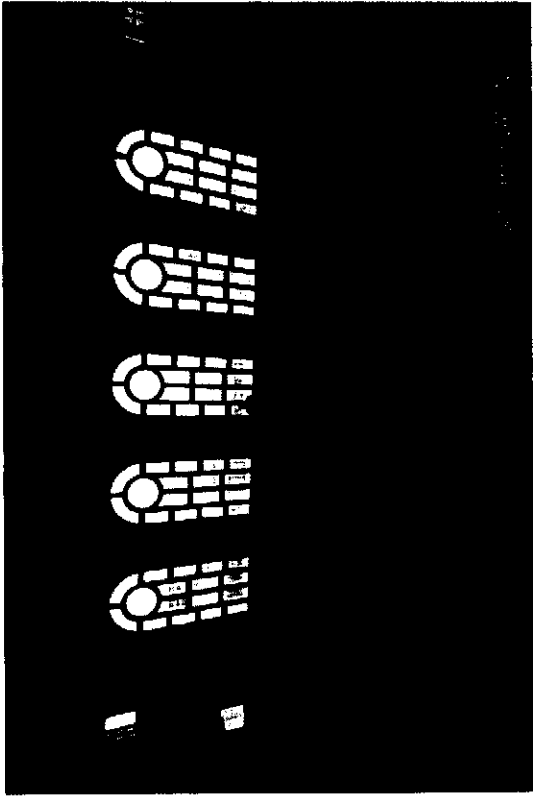
Color photo



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION