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DECLARATION

The undersigned (Declarant) creates a condominium this 20th day of May, 1994 in the manner established by the Nebraska Condominium Act.

1. Names. The name of the Condominium is **Taylor Meadows Office Park**, a condominium. The name of the association is **Taylor Meadows Office Park Owners' Association**, a non-profit corporation.

2. Description. The Condominium is situated in Lancaster County on the following described real estate ("Property"):

Lots 1, 2 and 3 and Outlot "A", Taylor Meadows Office Park Addition, Lincoln, Lancaster County, Nebraska.

3. General Description of Buildings, and Identification of Units. The to-be-constructed buildings comprising the Condominium are two office buildings (one located on Lot 1 and the other located on Lot 3) connected with a center atrium (located on Lot 2), as illustrated on the conceptual rendering attached as Exhibit A. The office buildings are anticipated to contain three office units, subject to amendment.

3.1. Plans. Attached to this Declaration are plats and plans prepared by the Declarant's architects, John H. Thiessen & Associates:

- Exhibit B is a site plan showing Lot lines;
- Exhibit C is a site plan showing building lines;
- Exhibit D is a site plan showing common elements outside of the two office buildings;
- Exhibit E shows external limited common elements; and
- Exhibit F shows the boundaries of each unit in the Lot 1 building and the internal common elements and limited common elements.

3.2. Identification of Units and Unit Boundaries. Unit 101 shall comprise a portion of first floor and all of the basement of the Lot 1 building. Unit 102 shall comprise second floor and a portion of the first floor of the Lot 1 building. Until specific plans for the Lot 3 building have been prepared and filed as an amendment to this Declaration, Unit 301 shall comprise the Lot 3 building, the boundaries for which are shown on Exhibit C. The boundaries of Units 101 and 102, including each unit's identifying number, are shown on Exhibit F. The boundaries are the unfinished interior surface of the walls, the unfinished interior surface of the floor, the unfinished interior

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surface of the ceiling, and the extension of those surfaces where the unit includes unenclosed space.

3.3 Common Elements. The common elements are all portions of the Condominium other than the Units. Common elements include Outlot "A", Lot 2, and those portions of Lots 1 and 3 that are not a part of Units 101, 102 or 301.

3.4 Limited Common Elements. The limited common elements are:

3.4.1 if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the boundaries of a unit, any portion serving only that unit is a limited common element allocated to that unit, and any portion serving more than one unit or any portion of the common elements is a part of the common elements.

3.4.2 any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, 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 to that unit.

3.4.3 the drive-up teller window with canopy, the driveway serving the drive-up teller window, the Unit 101 basement fire exit, and the duct chase area shown on Exhibit F are limited common elements allocated to Unit 101.

3.4.4 the corridors and stairwells shown on Exhibit F in the Lot 1 Building are limited common elements allocated to Units 101 and 102.

4. Easements.

4.1 Grant of Easements.

4.1.1 The owner of Unit 102 hereby grants the owner of Unit 101 an easement for the duct chase area serving Unit 101's first floor space, which duct chase is located on second floor.

4.1.2 The Association hereby grants the owners of Units 101 and 102 an easement between the first floor ceiling and the second floor deck for plumbing, sanitary sewer, water and other utility lines.

4.2 Non-exclusive Easements. In addition to the easements as provided by the Nebraska Condominium Act, easements of record and elsewhere provided herein and in the exhibits attached hereto, the Association and each Unit Owner shall have the following non-exclusive easements which will run with the land:

4.2.1 Utility easements. Utility easements to the Property as may be required for utility installation, maintenance, service and repair in order to adequately serve the Units, common elements and limited common elements.

4.2.2 Ingress and egress easements. Easements for ingress and egress, including all exits, passageways to exits, and any combination thereof which may be required by codes, ordinances and/or authorities having jurisdiction over requirements for the life and safety of the occupants of the structure in the Units located therein.

4.2.3 Maintenance easements. Easements for service, alteration and maintenance, throughout the Property.

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

4.2.5 Lateral and subjacent support. Each Unit, common element and limited common element shall have an easement for lateral and subjacent support for every other Unit, common element, and limited common element.

4.2.6 Prior to the completion of construction of the buildings, Declarant has the right to grant or reserve any other easements and rights of way within the Property owned by Declarant, which may be required to facilitate sharing of access, service and utilities within the Property.

5. Development of the Property. Declarant shall develop the Property and will construct, or cause to be constructed, improvements on the Property as shown on the attached Exhibits, subject to the following provisions:

5.1 Alteration of Plans. Declarant reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between Units, so long as the Declarant owns the Units so altered. No change shall increase the number of Units nor alter the boundaries of the common elements, except between Units, without amendment of this Declaration as described herein. If Declarant shall make any changes in Units, such changes shall be reflected by an amendment to the Declaration pursuant to section 15 below. If such changes affect the square footage of one or more Units, the Declarant shall apportion between the Units the shares in the common elements and limited common elements that are appurtenant to the Units concerned, and shall amend the schedule of allocated interests (Exhibit G).

5.2 Reserved Rights to Declarant. Declarant reserves special rights in this Declaration. Without restricting or limiting the special rights of the Declarant as otherwise stated in the Declaration, the Declarant reserves and/or creates the following special rights:

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5.2.1 to complete the improvements indicated on the plats and plans filed with this Declaration;

5.2.2 to subdivide any Unit owned by Declarant, and in particular to convert Unit 301 into one or more units and common elements or limited common elements.

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

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

6.1.1 An undivided interest in the general common elements;

6.1.2 An undivided interest in any limited common elements associated with such Unit;

6.1.3 The right to use, occupy and enjoy the common elements and limited common elements, subject to the provisions of the Condominium Documents;

6.1.4 The easements described in section 4 above; and

6.1.5 Membership in the Association.

6.2 Restraint Against Separation.

6.2.1 The undivided share in the common elements and/or limited common elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.

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

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

6.3 Waiver. Each Unit owner, by acceptance of a deed conveying a unit to such owner, waives the requirements of NEB. REV. STAT. §§ 76-878 to 76-894.

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6.4 Allocations; Liability for Common Elements Expenses.

6.4.1 In general. Each Unit Owner shall have an undivided interest in the common elements of the Property and shall have voting rights in the Association, in accordance with the allocated interests as shown in Exhibit G; provided, however, if a Unit is owned by multiple parties, voting rights shall nonetheless be limited on a per Unit basis.

6.4.2 Formula used to established allocations. Allocations are expressed as a percentage based on square footage of each Unit compared to total square footage of all Units in the Condominium; provided, however, basement square footage is excluded in establishing such allocations.

6.4.3 Liability for Common Elements Expenses. Each Unit Owner shall be liable for a proportionate share of the expenses of the general common elements of the Property, in accordance with the allocated interests shown in Exhibit H, implemented in the following fashion. All common element expenses of the Property shall first be attributed to (i) the Lot 1 Building, (ii) the Lot 3 Building, (iii) Lot 2 and/or Outlot "A", or (iv) the Association. Unit Owners in the Lot 1 Building shall be liable for general common element expenses attributed to the Lot 1 Building, allocated as shown on Exhibit H; Unit Owners in the Lot 3 Building shall be liable for general common element expenses attributed to the Lot 3 Building, allocated as shown on Exhibit H. All Unit Owners shall be liable for their respective proportionate shares of expenses attributed to Lot 2, Outlot "A", or the Association in accordance with the allocated interests as shown in Exhibit H.

6.5 Liability for Limited Common Element Expenses. Each Unit Owner shall be liable for a proportionate share of expenses for each limited common element associated with such Unit in proportion to the benefit conferred upon the Unit by such limited common element. When the limited common element benefits two or more Units equally, then the allocation shall be the proportion that the allocated interest of the benefited Unit bears to the sum of the allocated interests for all Units benefited by the limited common element.

6.6 Easements and Restrictions of Record. Each Unit Owner shall be bound by and subject to all easements and restrictions of record against the Property, including, but not limited to, the restrictions of Use Permit No. 60A filed with the Lancaster County Register of Deeds as Inst. No. 93-37603, as amended.

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

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

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

7.1.1 maintain, repair and replace, when necessary, at such owner's expense and without disturbing or impairing the rights or property of others, all portions of that owner's Unit within the boundaries as defined in 3.2 hereof including, but not limited to, all mechanical and electrical appliances, equipment, and devices located therein; and

7.1.2 promptly report to the Association any defect or need for repair regardless of responsibility for such defect or repair.

7.2 General Common Elements. The maintenance, repairs and alterations of the common elements shall be the responsibility of the Association, at its expense.

7.3 Limited Common Elements. The maintenance, repairs and alterations of the limited common elements shall be the responsibility of the Association and shall be at the expense of the Unit Owners benefited by such limited common elements.

7.4 Alterations and Improvements by Unit Owners. Except as otherwise reserved to the Declarant, no Unit Owner shall make any alterations to a Unit which alter the appearance of the exterior of the structure or any common element or limited common element therein without approval of the Executive Board of the Association. Except as authorized by the rules and regulations, no Unit Owner shall make any structural additions, removal or alterations to a Unit; or alter or remove or extend any mechanical or electrical services servicing a Unit; or permit the use of any mechanical or electrical device, equipment or attachment, or take any such other action that would affect, impair, disturb or damage the property of any Unit Owner or other Unit Owner's rights to the use and enjoyment of his property; or alter, damage or impair any property owned and/or maintained by the Association. Except as authorized by the rules and regulations, no proposed additions, removals or alterations by a Unit Owner of his Unit, shall be commenced without obtaining written approval of the Executive Board, or its agent. A request for such approval shall be accompanied by a copy of the plans and specifications for the proposed work prepared by an architect or engineer licensed to practice in the State of Nebraska and such approval when granted, shall be subject to the assumption by the Unit Owner of all responsibility for any damage to the property or persons. The Unit Owner shall be responsible for and shall pay any and all expenses associated with changes to the Condominium Documents required by the Nebraska Condominium Act or the Condominium Documents, necessitated by alterations and improvements by Unit Owner.

7.5 Alterations and Improvements by the Association. Alterations and/or improvements of common elements or limited common elements, other than customary maintenance and repair or replacements, may be undertaken by the Executive Board with the approval a majority of the voting rights of the Unit Owners against whom such improvements will be assessed.

8. Association. The operation of Taylor Meadows Office Park, a condominium, shall be by the Association, which shall fulfill its duties pursuant to the Condominium Documents and the following provisions:

8.1 Articles of Incorporation. Articles of Incorporation of the Association are filed with the office of the Secretary of State of the State of Nebraska and copies of the Articles of Incorporation shall be furnished by the Association to all Unit Owners upon request.

8.2 Bylaws. The Bylaws of the Association shall be the Bylaws of Taylor Meadows Office Park Owners' Association as amended from time to time.

8.3 Membership. The Association shall be a nonprofit corporation with one class of membership. The owners of the Units shall be the members. There shall be one membership for each Unit of the condominium. One person or entity may have more than one membership; the number corresponding to the number of Units owned by such person or entity. Membership and vote shall be as set forth in the Articles of Incorporation of the Association and the Bylaws of the Association. Allocation of voting rights shall be as set forth in Exhibit G.

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

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

9.1 Share of common and limited common expense. Each Unit Owner shall be assessed according to allocated interest in Exhibit G of this Declaration and the provisions here and in the Bylaws with regard to assessments. Such assessments shall include, but not be limited to: (1) all sums lawfully assessed by the Association and/or government entities, against Unit Owners or associations; (2) expenses of administration, insurance, maintenance, repairs or replacement of common elements and limited common elements; and (3) assessments imposed by the Executive Board of the Association in accordance with the Bylaws.

9.2 Interest: Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate established by law, unless otherwise determined by the Executive Board, from the date when due until paid. All payments upon accounts shall be first applied to interest and then to assessment payment first due.

9.3 Lien for Assessments. When shown of record, each assessment shall be a lien against the Unit assessed.

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

9.5 Budget. Annually, the Executive Board shall propose a budget, as set forth in the Bylaws, which budget shall be ratified by the membership of the Association at a meeting set therefor (which may be the annual meeting) unless rejected by two-thirds of all the outstanding votes of the members of the Association at such meeting in person or by proxy, regardless of whether or not there is a quorum at the said meeting of the members. The Bylaws shall control the procedure regarding a budget.

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

11. Insurance. The Association shall insure the Property and the Association against risk, including tort liability, without prejudice to the right of each Unit Owner or occupant to insure themselves or their Unit and/or contents thereof. Such insurance shall be governed by the provisions set forth in the Bylaws.

12. Use Restrictions. Use of the Property shall be in accordance with the following provisions as long as Taylor Meadows Office Park, a condominium, exists and the structure, in useful condition, exists upon the land, and these restrictions shall be covenants running with the land:

12.1 Units. Except as reserved to Declarant, no Unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected.

12.2 Common elements and limited common elements. The common elements and limited common elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of the Units.

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

12.4 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part of it; and all valid laws, zoning ordinances and

regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

12.5 Rules and Regulations. Reasonable rules and regulations concerning the use of the Property may be adopted and amended from time to time by the Executive Board in the manner provided by the Articles of Incorporation and Bylaws. Copies of such rules and regulations as amended shall be furnished by the Association to all Unit Owners and occupants of the Property upon request.

12.6 Office Purposes. Except Units in which the Declarant is exercising special Declarant rights (including completion of construction), Units shall be used for office purposes only. Unit 101 may also be used for purposes incidental to the operation of a financial institution.

13. Protective Provisions for the Benefit of Institutional Lenders. Anything to the contrary in this Declaration or the Bylaws or the Articles of Incorporation notwithstanding, the following shall apply with respect to each Institutional Lender.

13.1 Any lien the Association may have on any Unit in the Condominium for the payment of assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first security lien or interest held by an Institutional Lender on the Unit recorded prior to the date any such assessments become due.

13.2 Any Institutional Lender shall upon request have the right to:

13.2.1 inspect the books and records of the Association during normal business hours; and

13.2.2 receive notice of any default in the payment of any assessment installments which are more than sixty (60) days in arrears.

13.3 If any Unit or portion thereof, or the common elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then every Institutional Lender holding a first mortgage on a Unit so affected is entitled to timely written notice from the Association of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution of the proceeds of any award or settlement allocable to such Unit(s).

13.4 Any Institutional Lender who obtains title to a Unit as a result of foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, or any purchaser of a Unit in such a foreclosure sale, or their respective successors and assigns, shall not be liable for the share of assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to such acquisition of title. Such unpaid share of assessments shall be deemed to be Common Expenses

collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

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

14.1 Negligence. Neither the Association nor Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by their negligence or by that of any member of their family or other guests, employees, agents, lessees or occupants if such expense is caused by damage of a type covered by a standard policy of fire and extended coverage insurance.

14.2 No waiver of rights. The failure of the Association, the Declarant or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Property Act or the Condominium Documents shall not constitute a waiver of the rights to do so thereafter, unless such waiver is explicit, such as the waiver set forth in Section 6.3 of this Declaration.

14.3 Limitations on mortgagee liabilities. Where the mortgagee of a mortgage of record, beneficiary of a Deed of Trust, or the purchaser or purchasers of a Unit, obtains title to the Unit as a result of foreclosure of a mortgage, sale by Trustee to satisfy an obligation of Deed of Trust, or by voluntary conveyance in lieu of such foreclosure or sale, said mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such Unit, chargeable to the former Unit Owner of such Unit, which became due prior to the acquisition of title by said mortgagee or purchaser as a result of foreclosure or trustee's sale or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the Unit Owners, including the mortgagee or its successors or assigns. The waiver of liability granted herein for the payment of past-due assessments shall not apply to any Unit Owner who holds a purchase money mortgage or land contract.

15. Amendments to the Declaration. Except as elsewhere provided otherwise, this Declaration may be amended in accordance with the Nebraska Condominium Act by vote or agreement of Unit Owners of Units to which at least sixty-seven percent of the votes in the Association are allocated.

16. Termination. Taylor Meadows Office Park, a condominium, may be terminated by agreement of all Unit Owners, in the manner provided by the Nebraska Condominium Act. Termination shall be subject to the following provisions:

16.1 Agreement. Termination of the Condominium shall be evidenced by a termination agreement, which shall become effective upon being recorded in the office of the Register of Deeds of Lancaster County, Nebraska.

16.2 Shares of Unit Owners after termination. After termination of Taylor Meadows Office Park, a condominium, the Unit Owners shall own the Property and all assets of the Association as tenants in common, in undivided shares, according to the allocated values as shown in Exhibit G.

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

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

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

CPW, a Nebraska general partnership

By: Donald W. Linscott
Donald W. Linscott, partner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Declaration was acknowledged before me on the 20 day of May, 1994 by Donald W. Linscott, partner in CPW, a Nebraska general partnership, on behalf of the partnership.

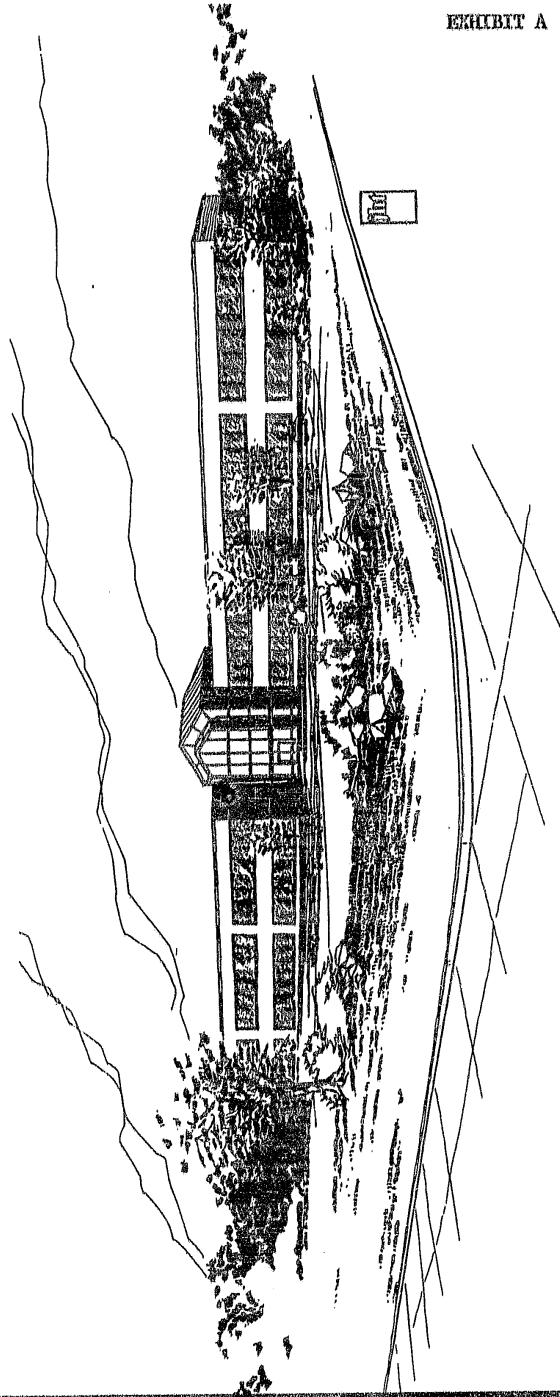


Christie Schwartzkopf Schrott
Notary Public

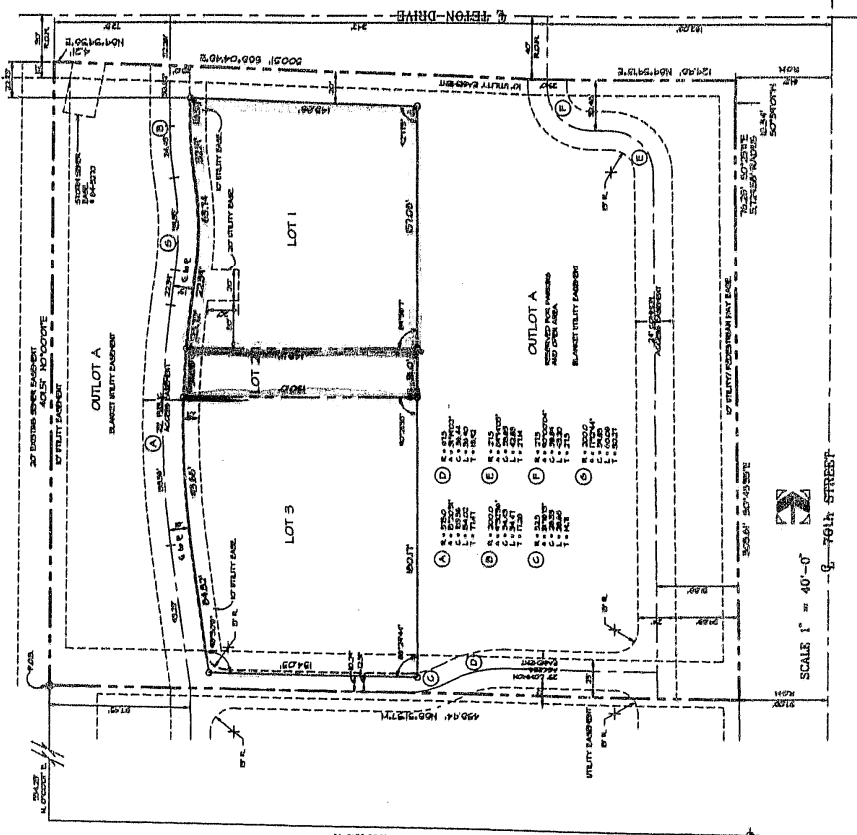
My Commission Expires: _____

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EXHIBIT A



TAYLOR MEADOWS OFFICE PARK ADDITION



SCALE 1" = 40'-0"

79th STREET

NOTES:
 ALL DRIVE DISTANCES ARE GROUND MEASUREMENTS.
 ALL CORNERS FOUND EXCEPT THOSE LOCATIONS INDICATED WITH 'O'.
 ALL DIMENSIONS ARE TO CENTER OF CURVE UNLESS NOTED OTHERWISE.

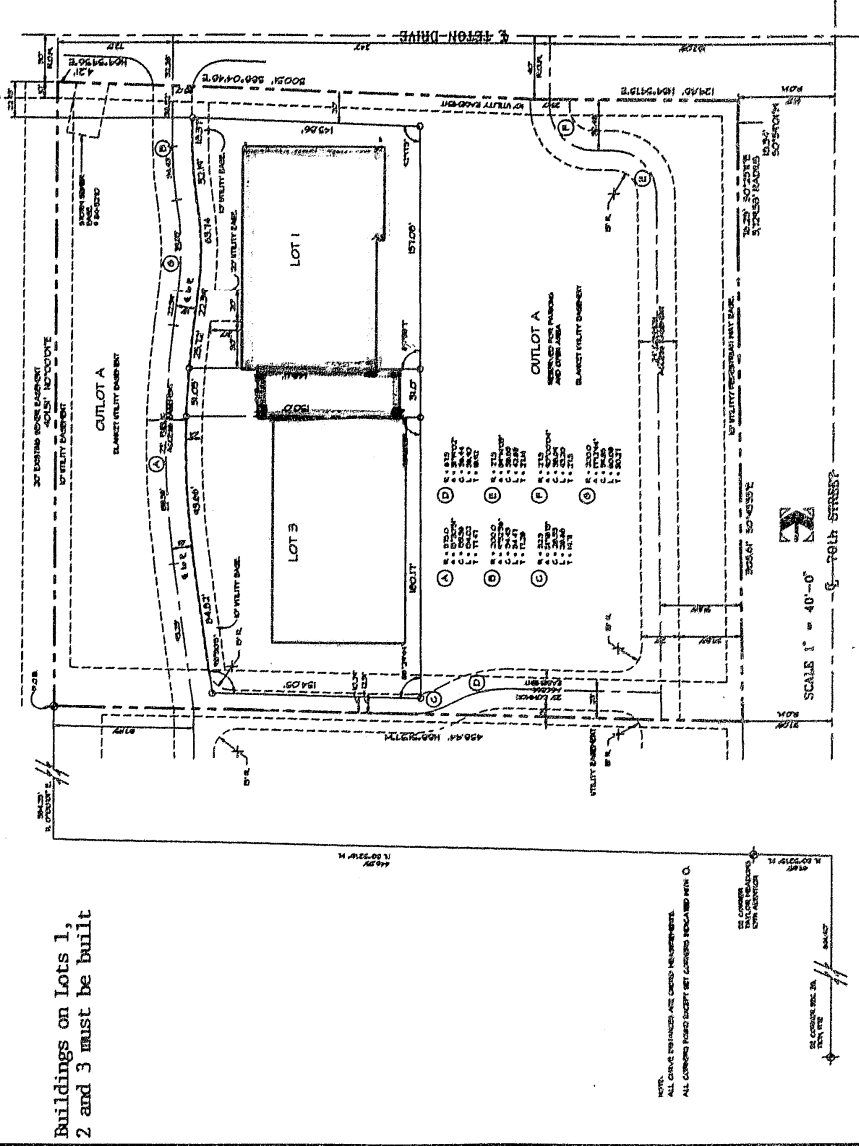


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EXHIBIT C

TAYLOR MEADOWS OFFICE PARK ADDITION

Buildings on Lots 1, 2 and 3 must be built



NOTE: ALL DRIVE ENHANCED AND DRIVE IMPROVEMENTS. ALL DRIVE ENHANCED EXCEPT SET BACKS INDICATED WITH 'C'.

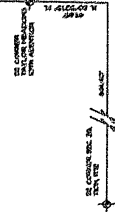
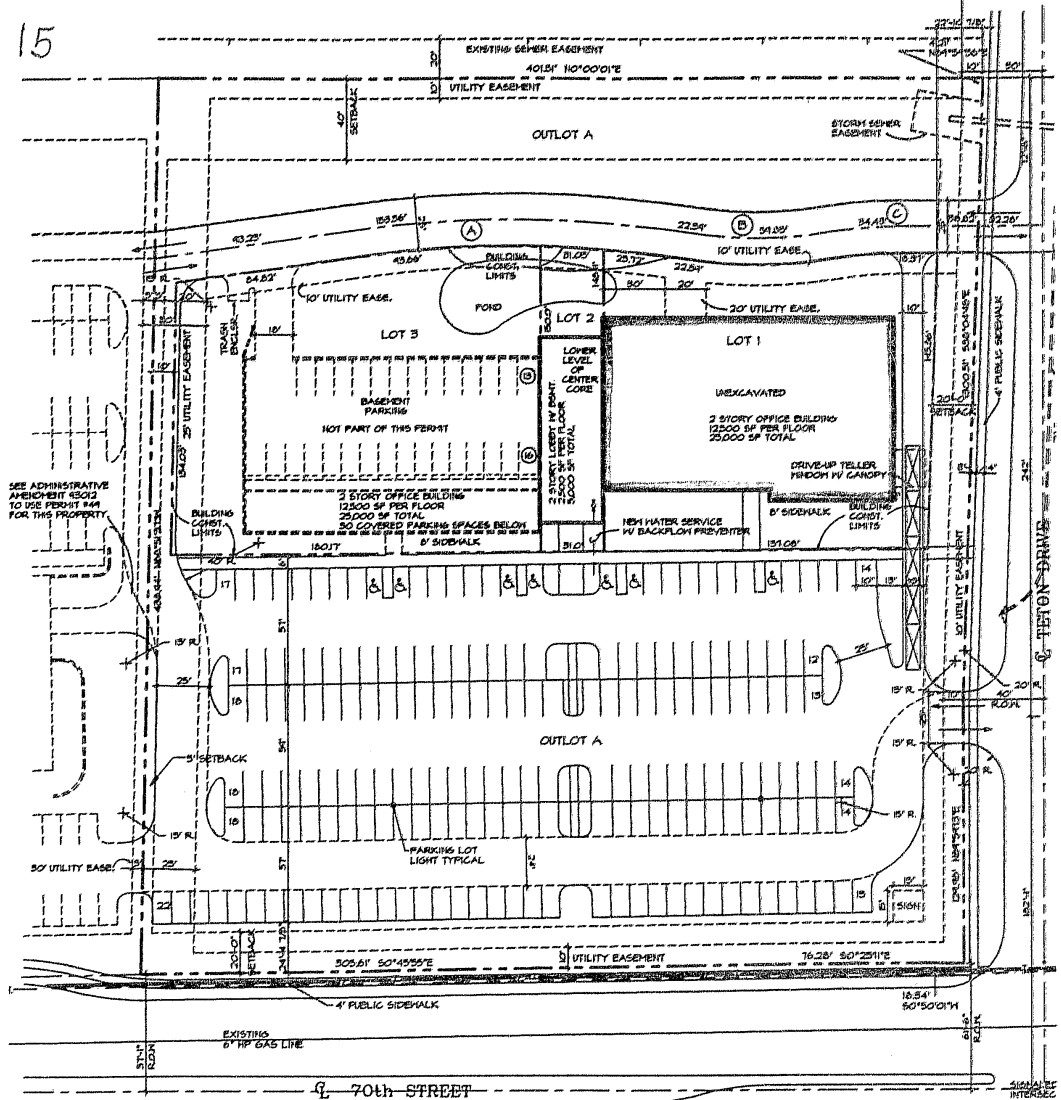


EXHIBIT D

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SEE ADMINISTRATIVE APPEALMENT #3012 TO USE PERMIT #14 FOR THIS PROPERTY

SITE PLAN



- ° Site plan shows common elements: all property outside of the two office buildings outlined.
- ° Outlot A improvements must be built

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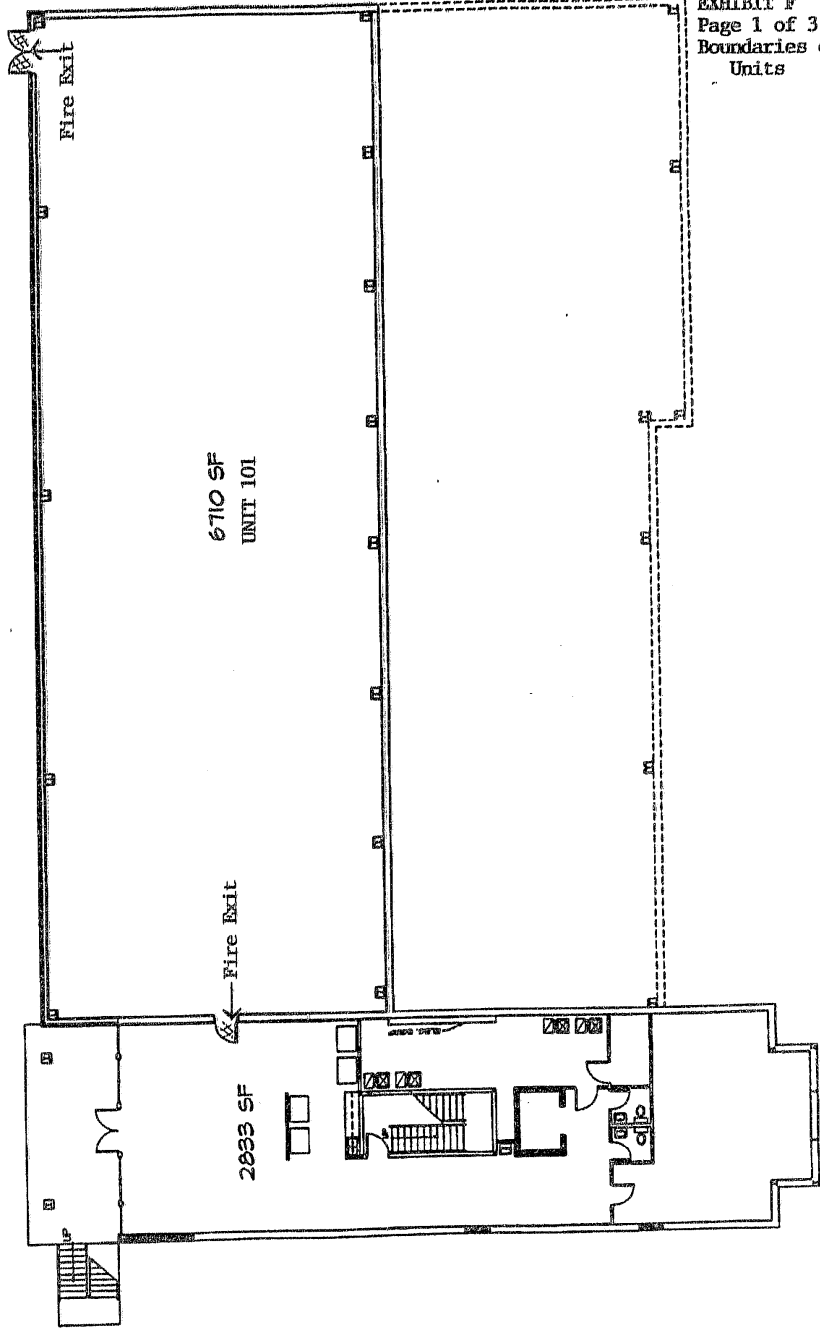
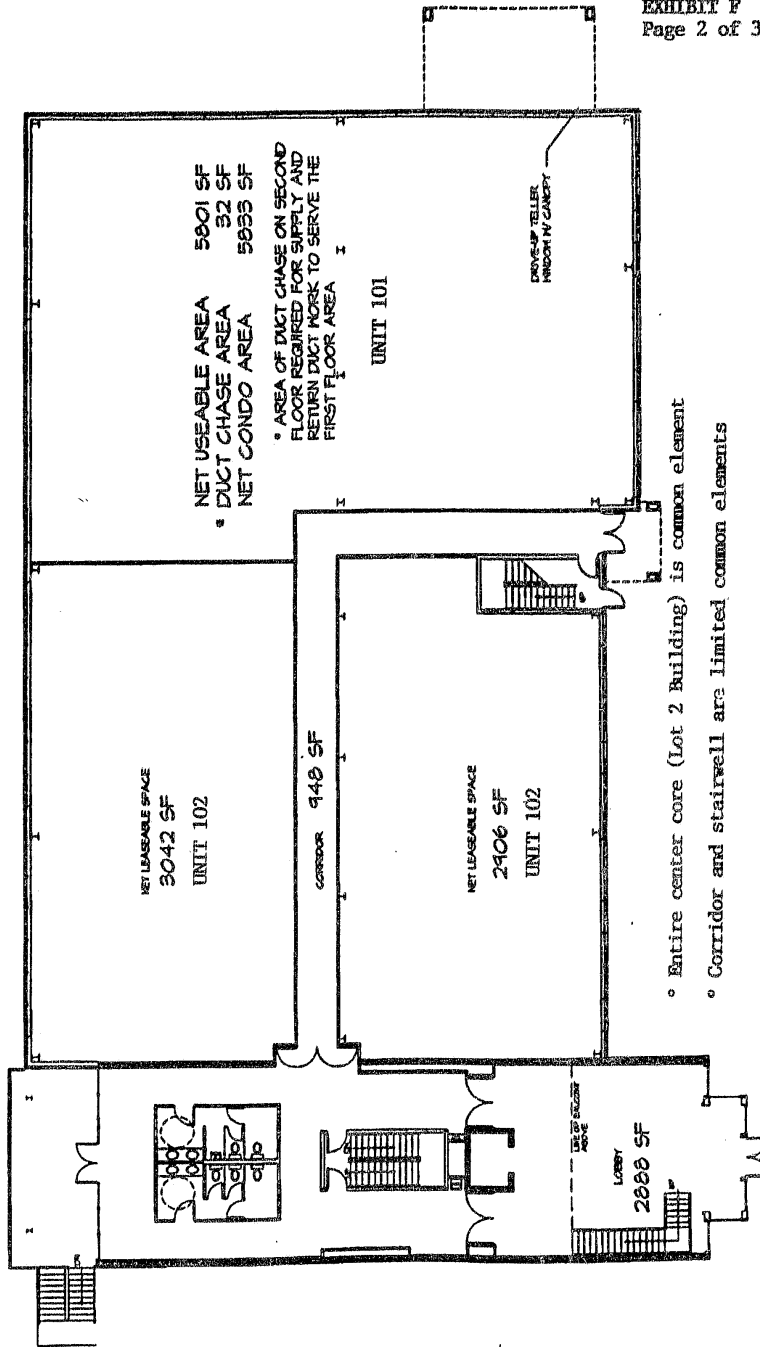


EXHIBIT F
Page 1 of 3
Boundaries of
Units

BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

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EXHIBIT F
Page 2 of 3

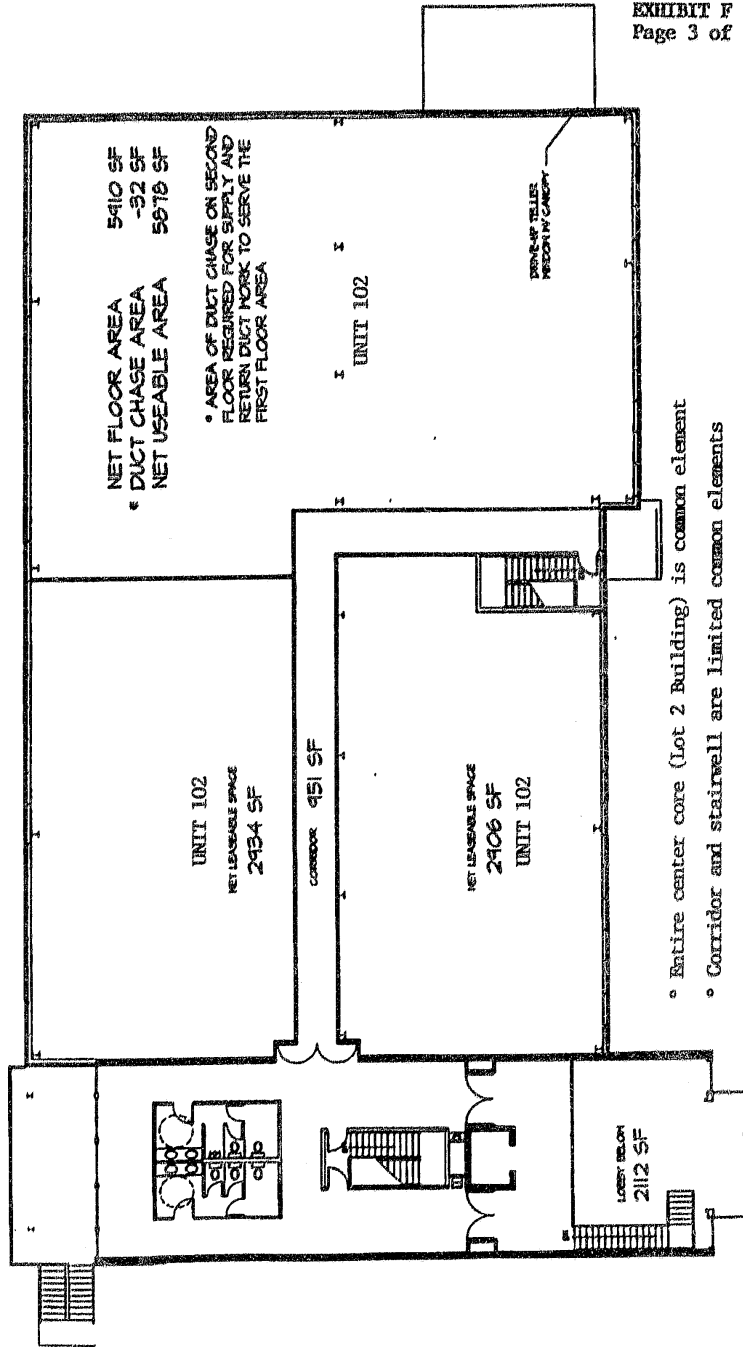


GROSS 12,697 SF
NET LEASABLE 11,749 SF
(USEABLE)

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

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EXHIBIT F
Page 3 of 3



NET FLOOR AREA 5410 SF
 DUCT CHASE AREA 52 SF
 NET USEABLE AREA 5076 SF

• AREA OF DUCT CHASE ON SECOND FLOOR REQUIRED FOR SUPPLY AND RETURN DUCT WORK TO SERVE THE FIRST FLOOR AREA

UNIT 102
 NET LEASABLE SPACE
 2434 SF

CORRIDOR 451 SF

NET LEASABLE SPACE
 2406 SF
 UNIT 102

LOBBY BELOW
 2112 SF

- Entire center core (Lot 2 Building) is common element
- Corridor and stairwell are limited common elements

GROSS 12647 SF
 NET LEASABLE 11597 SF
 (USEABLE)

SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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EXHIBIT G

ALLOCATION OF UNDIVIDED INTEREST IN COMMON ELEMENTS AND OF
VOTING RIGHTS

<u>Unit</u>	<u>Square Footage</u>	<u>Percentage</u>
Unit 101	5,833	12.5%
Unit 102	17,503	37.5%
Unit 301	<u>23,336</u>	<u>50%</u>
Total	46,672	100%

EXHIBIT H

ALLOCATION OF LIABILITY FOR COMMON ELEMENTS EXPENSES

Expenses attributed to the Lot 1 Building.

<u>Unit</u>	<u>Percentage</u>
Unit 101	25%
Unit 102	75%

Expenses attributed to the Lot 3 Building.

<u>Unit</u>	<u>Percentage</u>
Unit 301	100%

Expenses attributed to Lot 2, Outlot "A", or the Association.

<u>Unit</u>	<u>Percentage</u>
Unit 101	12.5%
Unit 102	37.5%
Unit 301	50%

BLOCK
NO. TAMEOFPA
CODE TAMEOFPA
CHECKED
KZ
ENTERED
EDITED
7680 zek

LARGEST CITY, NEB
MAY 20 3 35 PM '94

\$100.00

INST. NO. 94- 24113

S. Chudde