

29441

**DECLARATION OF HAYWARD PLACE,
A Condominium**

This Declaration made this 24 day of October, 1985, by Star City Enterprises, a Nebraska partnership, Grantor, herein called the ("Declarant"), for itself, its successors, grantees and assigns.

WITNESSETH:

1. Declaration of Purpose. The purpose of this Declaration is to submit the land herein described together with all easements, rights and appurtenances, and improvements thereon, ("Property") to the condominium form of ownership and use in the manner established by Sections 76-825 to 76-894 **Neb. Rev. Stat.** (Cum. Supp. 1984), ("Nebraska Condominium Act").

2. Property Submitted.

(a) The real estate owned by said Grantors which are hereby submitted to the Condominium is described as follows:

Lots 1, 2, 3, 24, 25, and 26, together with the vacated alleys abutting thereto, Block 12, Cahn, Metcalf & Farwell's Subdivision of Lincoln, Lancaster County, Nebraska.

(b) The improvements which are hereby submitted to Hayward Place include the existing structure before renovation situated on Lots 1, 2, 25 and 26, of Block 12, more fully described above, and all improvements, additions and refinements made to the structure pursuant to the renovation of the Property, and the parking lot and landscape screening situated on Lots 3 and 24, Block 12, as described above.

3. Definitions. The terms used herein and in the By-laws, shall have the meanings stated in the Nebraska Condominium Act, as amended, unless otherwise defined or unless the context otherwise requires. The following terms used in this Declaration and in the attached By-laws of the Association shall have the following meanings:

- (1) Hayward Place, a Condominium, shall mean this project whereby 41 condominium property Units are created (hereinafter called Units) and all of such Units are separately offered or proposed to be offered for sale.
- (2) Declarant, Developer, or Grantor, shall all mean Star City Enterprises, a Nebraska partnership.
- (3) Association or Unit Owners Association shall mean the Hayward Place Owners' Association ("Association").
- (4) Allocated interests or allocated share shall be the interest set forth in Exhibit "C" attached hereto for each Unit under separate identifying number. Such interest or share is calculated by the ratio of the original purchase price of the Unit divided by the sum of the original purchase price for all 41 Units of the project.
- (5) A majority of Unit Owners shall mean the owners of more than 50% of the allocated interests of the Property as a whole defined in Exhibit "C".

- (6) **By-laws** means the By-laws of the Hayward Place Owners' Association as amended from time to time.
- (7) **Common elements, general and limited**, means all parts of the Property set forth in 2(a) above, other than the Units as more fully set forth in paragraph 4 of this Declaration.
- (8) **Nebraska Condominium Act** means Sections 76-825 to 76-894 **Neb. Rev. Stat. (1984 Cum. Sup.)**.
- (9) **Voting member** shall mean a Unit Owner or the designee of a Unit not individually owned, each representing a Unit who shall have voting privileges on Association matters as defined herein and in the By-laws.
- (10) **Declaration** shall mean the deed establishing Hayward Place, a Condominium, together with all exhibits hereto and all amendments and supplements.
- (11) **Property** shall mean and include the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto or any of them alone.
- (12) **Condominium documents** shall mean this Declaration, Articles of Incorporation of the Association, By-laws adopted by the Association, and Rules and Regulations adopted pursuant to the By-laws, and shall include any exhibits, amendments or modifications thereto.
- (13) **To record** shall mean to record in accordance with the provisions of applicable recording statutes.
- (14) All pronouns used herein shall include the male, female and neuter genders and include the singular and plural numbers, as the case may be.

4. General Description of Building, and Identification of Units. The condominium building will be two stories above ground plus basement of a portion of the building. The building is anticipated to contain 41 residential Units, subject to amendment. The building contains approximately 40,000 square feet. The first floor of the building contains an area set aside for laundry and an area for individual storage storage lockers. Each Unit is numerically identified uniquely.

- (a) Plans. Attached to this Declaration are plans prepared by the Declarant's architects, Alfieri Sinclair & Hille, for Hayward Place. Exhibit "A" is a site plan, general scheme of the project showing external common elements; Exhibit "B" is a plan graphically defining the Units, the interior general common areas, and, the interior limited common elements. The exhibits are incorporated herein by this reference.
- (b) Unit Boundaries. Each Unit shall include that part of the Property containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:
 - (1) Upper and lower boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

- (i) **Upper boundaries.** The horizontal plane of the undecorated uppermost ceiling.
 - (ii) **Lower boundaries.** The horizontal plane of the undecorated lowermost floor.
- (2) **Vertical boundaries.** The vertical boundaries of the Unit shall be the vertical planes of the undecorated interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.
- (c) **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:
 - (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.
 - (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.
 - (3) **Maintenance easements.** Easements for service, alteration and maintenance, throughout the Property.
 - (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.
 - (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.
 - (6) Prior to the completion of the renovation or remodeling of the Property, 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. **Developer of the Property.** Declarant shall develop the Property and will make substantial renovation and improvements to the Property as shown in Exhibits "A" and "B", subject to the following provisions:

- (a) 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 as discussed in subsection (b) below. If such changes affect the proposed price as set forth in Exhibit "C" of one or more Units, the Declarant shall apportion between the Units the shares in the common elements and limited common elements which are appurtenance to the Units concerned, and shall amend the schedule of allocated interests (Exhibit "C").
- (b) Amendment to the Declaration: An amendment to the Declaration shall be accomplished according to the Nebraska Condominium Act by vote or agreement of 67% of the Unit Owners at the time of the amendment.
- (c) 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:
 - (i) to complete the improvements indicated on the plats and plans filed with the Declaration, if any;
 - (ii) to add real estate to the condominium, until the first Unit is transferred from Declarant, but in such event, Declarant shall reallocate interests as appropriate;
 - (iii) Declarant may use any Unit owned or leased by the Declarant as a model, sales office or management offices plus place signs advertising the condominium; and
 - (iv) the Declarant may until the first Unit is transferred from the Declarant withdraw real estate from the condominium. Transfer of the special Declarant rights shall be according to the Nebraska Condominium Act.

6. The Units; 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 and property recognized by law, shall include the following appurtenances:
 - (i) An undivided interest in the general common elements;
 - (ii) An undivided interest in any limited common elements associated with such Unit;
 - (iii) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.
 - (iv) The right to use, occupy and enjoy the common elements and limited common elements, subject to the provisions of the Condominium Documents;

- (v) The easements described in paragraph 4(c) above.
- (vi) Membership in the Association.
- (b) Identification of Units. All Units are located on the first and second floors of the structure. Plans showing the location, size and designation of the Units are attached hereto as Exhibit "B".
- (c) Liability for Common Elements Expenses. Each Unit Owner shall be liable for a proportionate share of the expenses of the general common element Property, in accordance with the allocated interest as shown in Exhibit "C".
- (d) 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 his 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.

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:

- (a) Unit. It shall be the responsibility and expense of the owner or owners of record of the Unit to:
 - (i) Maintain, repair and replace, when necessary, at his expense, all portions of his Unit within the boundaries as defined in paragraph 4(b) and Exhibit "B" hereof including but not limited to, all mechanical and electrical appliances, equipment, devices located therein.
 - (ii) Promptly report to the Association any defect or need for repair regardless of responsibility for such defect or repair.
 - (iii) Maintain and repair his/her property without disturbing or impairing the rights or property of others.
- (b) General Common Elements. The maintenance, repairs and alterations of the common elements shall be the responsibility of the Association, at its expense.
- (c) 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.
- (d) Alterations and Improvements by Unit Owners. Except as otherwise reserved to the Declarant, no Unit Owner shall make any alterations to a Unit which alters the appearance of the exterior of the structure or any common element or limited common element therein without approval of the Executive Board. 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 other such 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/her 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/her 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 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.

- (e) 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 of a majority of the Unit Owners against whom such improvements will be assessed.

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

- (a) 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.
- (b) By-laws. The By-laws of the Association shall be the By-laws of Hayward Place Owners' Association as amended from time to time.
- (c) Membership. The Association shall be a membership association 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 By-laws of the Association.
- (d) Limitation of Vote for Unpaid Assessments. The Executive Board may restrict or deny the vote of any Association membership when the assessments due from the membership for a Unit are in default.

9. 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.

10. 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:

- (a) Share of common and limited common expense. Each Unit Owner shall be assessed according to allocated interest in Exhibit "C" of this Declaration and the provisions here and in the By-laws with regard to insurance and 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; and (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 By-laws.
- (b) Interest. Application of Payments. Assessments and installments on such assessments paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 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.
- (c) Lien for Assessments. When shown of record, each assessment shall be a lien against the Unit assessed.
- (d) Limitation of Vote for Unpaid Assessments. The Executive Board may restrict or deny the vote of any Association membership when the assessments due from the membership for a Unit are in default.
- (e) Budget. Annually, the Executive Board shall propose a budget, as set forth in the By-laws, 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 By-laws shall control the procedure regarding a budget.

11. Restraint Upon Separation.

- (a) 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.
- (b) A share in common elements or limited common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.
- (c) The shares in the common elements or limited common elements appurtenant to Units shall remain undivided and no action for partition of the common elements or limited common elements shall lie.

12. 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 By-laws.

13. 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 By-laws.

14. Use Restrictions. Use of the Property shall be in accordance with the following provisions as long as Hayward Place exists and the structure, in useful condition, exists upon the land, and these restrictions shall be covenants running with the land:

- (a) 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.
- (b) 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.
- (c) 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 or her 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.
- (d) 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.
- (e) Rules and Regulations. Reasonable rules and regulations concerning the use of the Property may be adopted and amended from time to time by the Board in the manner provided by its Articles of Incorporation and By-laws. 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.
- (f) Sale of Units. Until the Declarant has completed all of the contemplated improvements and closed the sales of all of the Units, neither the Unit Owners, the Association nor the use of the Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, a model Unit or Units, the showing of the Property and other activities relating to the marketing of such Units.
- (g) Rental and rental pool. All Units shall be rented, leased and subleased until December 31, 1990 through a rental pool under the terms similar to

those terms contained in the Rental Pool Agreement, attached hereto as Exhibit "D" and incorporated herein by this reference; provided that the Units may be occupied by Unit Owners or Unit Owners' immediate family, business clients or employees (hereinafter referred to collectively as "personal use") and not participate in the rental pool; provided further that if the Unit has been used for personal use initially after the Unit Owners acquired title to the Unit, the owner cannot participate in the rental pool until after August 31, 1986, unless the Declarant in the Declarant's sole discretion determines that such Units participation in the rental pool will not cause Hayward Place to exceed the lawful number of unaccredited investors under Federal and State securities laws. The rental pool shall be operated on behalf of the participating Unit owners by the Declarant or its designee.

- (h) Residential Purposes. Except Units in which the Declarant is exercising special Declarant rights, Units shall be used for residential purposes only.

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

- (a) 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.
- (b) Any Institutional Lender shall upon request have the right to:
- (i) inspect the books and records of the Association during normal business hours; and
 - (ii) receive notice of any default in the payment of any assessment installments which is more than sixty (60) days in arrears.
- (c) 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).
- (d) 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.

16. Rental Pending Foreclosure. In any foreclosure of the lien for assessments, the Association shall be entitled to the appointment of a receiver which may be the management of the rental pool associated with the Condominium.

17. 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:

- (a) 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.
- (b) 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.
- (c) Limitations on Mortgagee Liabilities: Where the mortgagee of a mortgage of record, or the purchaser or purchasers of a Unit, obtains title to the Unit as a result of foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, 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 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.

18. Amendments to the Declaration. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

- (a) Notice: Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) Resolutions: Resolutions for the adoption of a proposed amendment may be proposed by either the Executive Board or by the voting members of the Association. Board members and voting members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided,

such approval must be by voting members who represent not less than 67% of the allocated value of the Property as defined in Exhibit "C".

- (c) Proviso: No amendment shall unlawfully discriminate against any Unit Owner nor against any Unit or class or group of Units; and no amendment shall change any Unit or the share in the common elements appurtenant to it, nor increase the Unit Owner's share of the common expenses unless the record Unit Owner of the Unit concerned shall in writing consent to the amendment.

19. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association. The amendment shall be effective when such certificate and copy of the amendment are recorded in the office of the Register of Deeds of Lancaster County, Nebraska.

20. Termination. Hayward Place may be terminated in the manner provided by the Nebraska Condominium Act. Otherwise, Hayward Place may be terminated by the written approval of Unit Owners who represent not less than 80% of the allocated value of the Property and the written approval of all mortgagees. Termination shall be subject to the following provisions:

- (a) Certificate: Termination of the Condominium shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the office of the Register of Deeds of Lancaster County, Nebraska.
- (b) Shares of Unit Owners after Termination: After termination of Hayward Place, 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 "C".
- (c) Amendment of Termination Provision: The provision herein concerning termination cannot be amended without consent of the Unit Owners who represent 80% of the allocated value of the Property and the written approval of all mortgagees.

21. Severability. 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.

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.

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

STAR CITY ENTERPRISES,
A Nebraska Partnership, Grantor

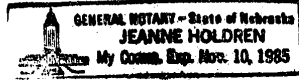
By Ward F. Hoppe, Partner
Ward F. Hoppe, Partner

By Kevin F. Rhodes, Partner
Kevin F. Rhodes, Partner

By Phillip L. Perry, Partner
Phillip L. Perry, Partner

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

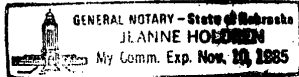
The foregoing Declaration was acknowledged before me on the 24 day of October, 1985, by Ward F. Hoppe.



Jeanne Holdren
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The foregoing Declaration was acknowledged before me on the 24 day of October, 1985, by Kevin T. Rhodes.



Jeanne Holdren
Notary Public

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The foregoing Declaration was acknowledged before me on the 24 day of October, 1985, by Philip L. Perry.



Jeanne Holdren
Notary Public

Fred Hoppe

**EXHIBIT "C" TO DECLARATION
HAYWARD PLACE, A Condominium
TABLE OF ALLOCATED INTERESTS**

<u>UNIT</u>	<u>ALLOCATED INTEREST</u>
101	2.493%
102	1.918%
103	1.918%
104	1.918%
105	3.151%
106	2.334%
107	2.630%
108	2.671%
109	2.970%
110	2.121%
111	2.573%
112	3.151%
113	2.630%
114	2.767%
115	3.151%
116	2.573%
117	3.151%
118	2.573%
201	2.219%
202	1.918%
203	2.000%
204	2.000%
205	1.918%
206	2.192%
207	2.334%
208	2.630%
209	2.671%
210	2.970%
211	2.121%
212	2.493%
213	2.000%
214	2.121%
215	2.334%
216	1.918%
217	3.151%
218	2.767%
219	2.047%
220	2.192%
221	2.192%
222	1.973%
<u>223</u>	<u>3.151%</u>

41 units

100.000%

13

EXHIBIT "D"
RENTAL POOL AGREEMENT
HAYWARD PLACE A CONDOMINIUM
LINCOLN, NEBRASKA

This Rental Pool Agreement ("Agreement") is made this _____ day of _____, 19____, by and between the undersigned Purchaser of a condominium unit(s) ("Owner"), and STAR CITY ENTERPRISES, a Nebraska Partnership ("Agent").

WHEREAS, the Owner is a Purchaser under a Purchase Agreement(s) dated _____, 19____ ("Purchase Agreement") of a condominium unit(s) located in Hayward Place, a Condominium, on 9th Street between Charleston and New Hampshire Streets, Lincoln, Nebraska (the condominium unit(s) hereinafter referred to individually and collectively as "Unit), described as follows:

Condominium Unit No. _____, Hayward Place, a Condominium, in accordance with the Declaration recorded as Instrument No. _____ in the office of the Register of Deeds of Lancaster County, Nebraska. (The Instrument Number shall be filled in upon the recording of the Master Deed.)

WHEREAS, the Owner in the Purchase Agreement elected to either participate in the rental pool, by having the Unit available for rent, lease or sublease along with owners of other condominium units in the condominium project known as "Hayward Place", or to reserve the right as set forth below to occupy his/her Unit personally or to have the Unit occupied by Owner's immediate family, business clients or employees.

WHEREAS, the Declaration requires all Hayward Place residential condominium units to be subject to a rental pool under the terms of this Agreement until December 31, 1990.

NOW, THEREFORE, in consideration of the execution of the Purchase Agreement herewith and the covenants and agreements set forth below, and other valuable consideration, the parties agree as follows:

1. Use Restriction on Rental. Until December 31, 1990, the Unit shall be rented, leased and subleased through and placed in Hayward Place rental pool in accordance with the terms set forth herein.
2. Agency Appointment. Owner designates Agent as the exclusive agent on behalf of the Unit and the Owner to manage the Unit's rental pool participation and the rental, leasing and subleasing of his/her Unit until December 31, 1990, and the Agent hereby accepts such appointment, all in accordance with the terms as set forth herein.

3. Reservation of Unit for Personal Use. The Owner may reserve the right to have the unit occupied by the Owner or the Owner's immediate family, business clients or employees (hereinafter collectively referred to as "Personal Use"). Unless the Owner reserves the Unit for Personal Use, the Owner's Unit shall be available for rent, lease or sublease (hereinafter referred to as "Rental Use"). The reservation of the Unit for Personal Use and not for Rental Use is based upon the following terms and conditions:

(a) The Owner must elect to use the Unit for Personal Use in the Purchase Agreement, or else must give the Agent written notice that the Owner desires that the Unit be reserved for Personal Use.

(b) In turn, the Agent shall give proper and lawful notice of termination or nonrenewal of any Unit lease, sublease or rights of parties in possession, if any.

(c) The right to possess the Unit for Personal Use shall not be effective until all leases, subleases and contracts to rent have been terminated, cancelled or expired and all parties in possession have lawfully vacated the Unit.

All the Owner's Liabilities, as defined in paragraph 12, and the Agent's authority therein shall continue until the Owner's Liabilities are paid in full even if the Owner's Unit is occupied for Personal Use.

4. Rental Use Availability. Unless the Owner reserves the Unit for Personal Use as described above, the Unit shall be available for Rental Use. Any Unit which has been reserved for Personal Use may be made available for Rental Use participation by complying with the following terms and conditions:

(a) The Owner must give the Agent written notice that the Owner desires that the Unit be available for Rental Use.

(b) The Owner must give proper and lawful notice of termination to any party in possession of the Owner's Unit.

(c) Rental Use availability shall not be effective until all parties in possession have lawfully vacated the Unit and there is no party claiming a right of possession.

(d) If the Owner elected in the Purchase Agreement to use the Unit for Personal Use, the Owner's right to have the Unit participate in Rental Use shall not be effective until after August 31, 1986, unless the Agent in

the Agent's sole discretion, determines that such Unit's participation in Rental Use prior to September 1, 1986 will not cause Hayward Place or Agent to exceed the lawful number of unaccredited investors under federal and state securities laws, and the Agent notifies the Owner in writing that this limitation is waived.

(e) Any Unit initially reserved for Personal Use and subsequently made available for Rental Use shall not share in the Receipts, Rental Pool Management Fees, Turnover Fee, or Disbursements as those terms are defined herein until the earlier of: (i) the date of a lease signed for such unit, or (ii) the date 60 days after the owner and Unit have fully complied with the terms and conditions of 4(a) through 4(d) above.

5. Termination of Agreement. If the Agent fails to carry out its material duties and responsibilities as set forth herein, after being given 30 days' written notice to cure, the Owner may cancel this Agreement upon giving 90 days' written notice. If the Owner fails to carry out its material duties and responsibilities as set forth herein, after being given 30 days' written notice to cure, the Agent may cancel this Agreement upon giving 30 days' written notice.

6. Delegation of Owner's Authority. The Owner, by execution of this Agreement, acknowledges that participation in the rental pool is dependent upon the Owner's willingness to maintain the Owner's Unit in a first class rental occupancy condition.

If the Unit is available for Rental Use, or the Owner gives the Agent written notice that the Unit is available for Rental Use, then Owner hereby delegates the following authority to Agent, at Agent's sole and good faith discretion subject to the terms and conditions of this Agreement.

(a) Maintain the Unit in first class standards, including, but not limited to redecoration, replacement, repairs, and maintaining walls, ceilings, floors, draperies or window covering, carpeting, appliances, heating, ventilation, air conditioning equipment, and other Unit equipment and items constituting the Owner's property.

(b) Make all decisions regarding the selection of tenants and subtenants; setting of all rental pool rents, fees and charges, and the collection and distribution of all income and revenues from the operation of the rental pool. Agent shall make a good faith effort to collect rental pool rents, revenues, fees and charges from tenants and subtenants, but Agent is not a guarantor or a surety to Owner for such rents, revenues, fees and charges.

(c) Enter into and execute contracts, leases, subleases, addenda and modifications regarding the operation of the Unit.

(d) All other proper and necessary authority for renting, leasing, subleasing, redecorating, repairing, replacing, and maintaining the Unit and improvements contained therein or appurtenant thereto.

The management of the Units available for Rental Use described herein assumes the provision of a manager by the Association and the availability of such manager's services to Units available for Rental Use as well as to Units reserved for Personal Use. In the event that such management is no longer provided for by the Association, or is no longer made available to those Units available for Rental Use, Agent may provide for additional management at the sole expense of those Owner's whose Units are available for Rental Use.

7. Responsibilities of Agent. The Agent shall maintain a Unit available for Rental Use and its properties in a first class rental occupancy condition and shall exercise his/her best efforts in maintaining a first class rental pool operation, showing and renting the Unit, maintaining and enforcing the rules and regulations governing the use of Hayward Place, selecting tenants, and in determining rents and incurring expense which the Agent, in its sole good faith and discretion deems to be in the best interests of the Owner. The Agent will cause the Unit or its properties to be redecorated, repaired, replaced and maintained with materials and equipment of similar or comparable quality as the materials and equipment originally placed in the Unit.

8. Responsibilities of Owner. In addition to, and not in limitation of, the obligations at law or in equity of Owner as a lessor, an Owner whose Unit is available for Rental Use or an Owner who gives the Agent written notice that the Unit is available for Rental Use agrees as follows:

(a) To punctually and fully perform Owner's obligation as a condominium Unit Owner in the Association.

(b) Not to alter any lock or install any new lock on any Unit doors without the written consent of the Agent and, if such consent is given, the Agent shall be provided a key.

(c) The Owner shall have no voting rights or incidences of control of the rental pool unless expressly stated herein.

9. Allocation and Definition of Receipts, Disbursements and Capital Expenses. All Units available for

Rental Use shall share in the Receipts, Rental Pool Management Fees, Disbursements, and Turnover Fee, as those terms are defined herein, without regard to any actual condition of rental occupancy, maintenance or repair which may, from time to time, apply to a particular Unit. Association Assessment, Capital Expenditures and Initial Leasing Fee, as those terms are defined herein, are not share and share alike, but rather are the sole responsibility and expense of the Unit and Unit Owner for which the expenditure was incurred.

"Receipts" for purposes of this Agreement shall mean all receipts from the rental pool operations including, but not limited to, rents, royalties, revenues and proceeds. Net rents after the deduction of rental pool expenses shall be allocated to the rental pool participants in proportion to the ratio of the allocated interest of the unit from which participation is derived bears to the total of all allocated interests of the units in the rental pool. Adjustment for capital improvements to a particular unit shall be against the net rental pool allocation for such unit. The Unit Owner's allocation of receipts shall be deposited in a custodial account as described in paragraph 15.

"Rental Pool Management Fee" for purposes of this Agreement shall mean the monthly management fee, payable to the Agent and calculated as 5% of the Receipts for the previous month. The monthly Rental Pool Management Fee shall be allocated among the Units in Rental Use that month in the same proportion that the particular advertised monthly rental price of the Owner's Unit bears to the aggregate advertised monthly rental price of all Hayward Place units available for Rental Use.

"Disbursements" for purposes of this Agreement shall mean all expenditures and expenses not otherwise defined herein arising from the operation of the rental pool including, but not limited to, the expenses to rent, lease, sublease, advertise, insure, pay governmental charges and fees, pay audit fees, pay legal fees, redecorate, repair, replace and maintain the Owner's Unit in first class condition. The monthly Disbursements shall be allocated monthly among the Unit's in Rental Use that month in the proportion that the Owner's Allocated Interests (as defined in Table of Allocated Interests in Exhibit "E" of the Declaration) of the Unit bears to the aggregate Allocated Interests of all Hayward Place Units in Rental Use.

"Capital Expenditures" for purposes of this Agreement are those expenditures which are not currently deductible under the provisions of the Internal Revenue Code and applicable regulations including, but not limited to, recarpeting and replacement of fixtures, appliances, heating, ventilating and cooling equipment located within the Unit.

The Agent may but is not required to incur Capital Expenditures on behalf of the Owner out of the Owner's allocation of the Receipts in the event of an emergency to life or property or in order to preserve the Unit in first class condition as determined by the Agent in its sole and good faith discretion.

"Association Assessments" for purposes of this Agreement shall mean the monthly and special assessments made against the Unit by Hayward Place Owners' Association ("Association") under the Nebraska Condominium Act, Declaration, and the Association's Articles of Incorporation and Bylaws. The Agent may but is not required to pay the Association Assessments on behalf of the Owner out of the Owner's allocation of the Receipts.

10. Management Fee and Other Charges. The Agent shall receive a Rental Pool Management Fee equal to 5% of the total Receipts collected from the rental pool operation. The fee shall be payable no later than the 10th day of each month, and shall be based on the Receipts collected from the 1st day of the preceding month through the last day of the preceding month. Any late fees charged to tenants for late payment of rent shall be paid to the Agent, and shall not be considered a Receipt of the Rental Pool. No further charge shall be made by the Agent for the Services of its professional or management staff, except as otherwise expressly provided in this Agreement. The Agent shall be reimbursed each month for any clerical services performed or other charges for the rental pool. A schedule of certain proposed charges for 1985 is attached to the Rules and Regulation. The schedule of certain charges shall increase annually commencing January 1, 1987 based upon the cost of living. The United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U. S. City Average by Expenditure Category-- "All Items, Unadjusted for Seasonal Variation", hereinafter referred to as the "Index" shall be used to determine the annual increase. For the first increase, the Index for the preceding October shall be the denominator and the Index for the second preceding October shall be the numerator and this fraction shall be multiplied by the then current charges to determine the new charges, but in no event shall charges decrease.

11. Leasing Fees. Each Owner whose Unit is available for Rental Use shall pay a one-time leasing fee for the initial leasing of the Unit equal to 7% of the gross rents to be collected under the lease, sublease or agreement to rent; provided that the 7% leasing fee be calculated using no more than the first 12 months of the gross rents ("Initial Leasing Fee"). The Initial Leasing Fee shall be payable by the Owner at the later of the date on which a lease, sublease or agreement to rent is executed, or at the closing on the Owner's purchase of a Unit. If the Initial Leasing Fee is

payable on the date on which a lease, sublease or agreement to rent is executed, then the Agent shall have the power to take such amount from the Custodial Account as defined in paragraph 14. The Initial Leasing Fee is the Owner's sole responsibility and is not shared or allocated.

After the initial leasing or renting of the Unit, the Agent shall also receive a fee of \$50 each time a new lease or agreement to rent is signed (excluding renewals or subleases) for any Unit available for Rental Use ("Turnover Fee"). The Turnover Fee is allocated in the same manner as Disbursements.

The Initial Leasing Fee and Turnover Fee are individually and collectively referred to as "Leasing Fees."

12. Agent Authority to Pay Owner's Liabilities. Owner authorizes Agent to deduct from the Unit's allocation of receipts the Unit's allocation of liabilities in the following order: payment of prior month's balance due of owner's liabilities (if any), Rental Pool Management Fees, Disbursements, Leasing Fees, Capital Expenditures, and Association Assessment (hereinafter referred to individually and collectively as "Owner's Liabilities"). If the Unit's allocation of Receipts is insufficient to fully defray the Owner's Liabilities, Agent may bill the Owner and the Owner agrees to promptly and fully compensate the Agent for the balance within 30 days. If the balance is not paid within 30 days, the Agent shall have the right to charge 16% interest per annum on such delinquent balance. If the balance is not paid within 60 days after the initial billing by the Agent, the Agent shall have the non-exclusive rights and remedies defined in paragraph 13.

13. Assignment of Rent; Remedies. To the extent of the Owner's rights, title and interest in the Unit, each Owner irrevocably grants and assigns to the Agent all rents, royalties, receipts and revenues, prepaid rents, Receipts and proceeds ("Rents") of the Unit or from any lease, sublease or agreement pertaining thereto, now or hereafter entered into or extended and any proceeds thereof, for the purpose of securing due, prompt and complete observance, performance and discharge by the terms of this Agreement, including payment of any balance due, advances made thereunder by the Agent on behalf of the Owner, or any Owner's Liabilities (as defined in paragraph 12), due and payable to Agent, together with the specified interest thereon ("Assignment of Rents"). Agent consents to the Owner receiving such Rents and the allocation of Receipts so long as Owner is not, at such time, delinquent in the payment of any sum due under this Agreement or in the performance of any terms herein ("Default").

To further protect the Agent's interest in the Assignment of Rents, Owner hereby irrevocably appoints Agent

as Owner's true and lawful attorney-in-fact, coupled with an interest, effective upon a Default by Owner in the Owner's name and instead to (1) take possession of the Unit and in its own name or the name of the Owner to sue, collect and receive Rents, including those past due and unpaid, (2) lease the Unit for such rental terms and upon such conditions as Agent's good faith judgment may dictate, and (3) perform such acts of repairs or protection as may be necessary or proper in order to rent the Unit.

In addition to the Assignment of Rents, the Agent shall have the following non-exclusive rights and remedies in the event of Default: the right to terminate this Agreement (paragraph 3); the right to place any statutory or common law lien against the Unit or property of the Unit for work, materials or services made to the Unit or property of the Unit, and the right to exercise any other remedies at law or in equity including specific performance. No delay or omission of the Agent in exercising its rights or powers shall impair any right or power or be construed as a waiver or acquiescence therein.

14. Accounting Records. The Agent shall cause appropriate books and records to be maintained for the rental pool, which shall be subject to examination by any Owner whose Unit is available for Rental Use or its agent at any and all reasonable times.

The Agent shall issue to any Owner whose Unit is participating in the rental pool a quarterly report showing occupancy status of Hayward Place units, the Receipts and Owner's allocation of Receipts, Rental Pool Management Fee, Disbursements, Leasing Fees, Capital Expenditures, Custodial Account balances, and Association Assessment. If Owner's allocation of Receipts exceeds the Owner's Liabilities and the Custodial Account balance is deemed sufficient by Agent, the Owner is entitled to receive the available cash on a monthly basis. If Owner's allocation of Receipts is less than the Owner's Liabilities, the Owner will be billed the balance due as described in paragraph 12.

Within 45 days after the end of each calendar year, the Agent shall submit to the Owners whose Units were available for Rental Use in the prior year, the prior year's summary of all allocated Receipts, Rental Pool Management Fees, Disbursements, Leasing Fees, and Owner's Capital Expenditures and Association Assessment relating to the rental pool for the preceding year, including available cash distributed to the Owner. In addition, the Agent shall file an Internal Revenue Service Form 1099 with the State of Nebraska and federal authorities and shall submit a copy to the Owner for use in preparing the Owner's tax returns.

Where practical, Receipts, Rental Pool Management Fees,

Disbursements and Leasing Fees will be prorated in the event of a change in a Unit's availability for Rental Use.

15. Custodial Account. The Agent agrees that all Receipts collected by it on behalf of all Hayward Place Owners whose units are available for Rental Use shall be deposited in a single "Custodial Account", separate and apart from Agent's own funds, in a state or national bank where such deposits are insured by the federal government. Any interest paid on such accounts shall be payable to said account and shall be a Receipt.

The Agent may maintain a minimum balance in the Custodial Account for the purpose of providing "working capital" for the operation of the rental pool. Initially, this balance shall be \$6,000. Agent may adjust this amount during ongoing operations if Agent in its sole and good faith discretion determines that less or more working capital is required.

Owner hereby appoints the Agent as Owner's true and lawful attorney-in-fact, coupled with an interest, to pay by check or otherwise the Owner's allocation of Receipts, Rental Pool Management Fee, Disbursements, Leasing Fees, Capital Expenditures and Association Assessment, at any time from the Custodial Account without prior notice to the Owner.

16. Advancement of Funds. The Agent shall have no obligation whatsoever to advance funds to the Owner. At Agent's option, however, the Agent may advance funds to the Owner who shall pay the Agent interest on such advances at the rate of 16% per annum. Owner agrees to promptly and fully compensate the Agent for the advanced funds within thirty days of such advancement. Failure by the Owner to promptly or fully pay the Agent shall give the Agent the rights and remedies described in paragraph 13.

17. Audit. Agent will engage an independent certified public accountant(s) to produce annual audited financial statements for all Hayward Place Owners whose units were available for Rental Use during the audited year.

18. Insurance. In addition to the property and public liability insurance coverage provided by the Association, the Agent will secure an additional insurance policy (or riders to the insurance policy carried by the Association) for Hayward Place Owners whose Units are available for Rental Use insuring against loss of rents for a period of up to 12 months on each Unit, in the event a Unit becomes uninhabitable as a result of basically all risks except flood, war, earthquake, radiation and the like.

Owner recognizes that the maintenance of liability and property insurance coverage insuring the Owner and persons in

possession from personal liability and loss or damage to their property, which is not otherwise insured under the Association's insurance coverage, is the responsibility of the Owner and/or the person in possession, and not the Agent's responsibility. Whether or not an Owner's Unit is available for Rental Use, the Owner is advised to consult his/her insurance adviser to determine what additional insurance coverage may be appropriate.

19. Assignment. If Agent or Owner, as assignor, assigns all or part of its rights and delegates its obligations and authorities under this Agreement to an assignee, the assignor and Agent shall remain liable to the other party for such assignments and delegations, unless a specific release in writing is given by the other party to this Agreement.

20. Notices. Any notice to be given hereunder by one party shall be in writing and delivered in person or sent by mail, to the other party at the address given below, or at such other address as either party may hereafter designate to the other in writing. The postmark date shall be deemed to be the date of the giving of notice.

21. Successors and Assigns. All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the Unit and shall apply to, bind and inure to the benefit of all parties hereto, their heirs, legatees, devisees, personal representatives, successors, and assigns. In the event Owner is composed of more than one party, the obligations, covenants and agreements contained herein as well as the obligations arising therefrom are and shall be joint and several as to such party. In the event an action is brought to enforce the terms hereof, the prevailing party shall be entitled to recover the expenses of such action, including reasonable attorney's fees.

22. Nonmerger. All terms, conditions and agreements made herein are intended to survive Closing and shall not be merged in the Special Warranty Deed.

23. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

24. Interest. If any stated rates of interest herein exceed the lawful rate of interest at any time, the interest rate charged herein shall then be the highest rate allowable by law at that time.

25. Severability. In the event any provisions of this Agreement or the application thereof to Owner or any other persons or circumstances shall, to any extent, be held by a court of competent jurisdiction to be held invalid or

unenforceable, the remainder of this Agreement or the application of such provision or provisions to Owner or such other persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and each and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Interpretation. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

27. Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties. A memorandum of this Agreement and any modifications shall be recorded but not until after the Closing of the sale of the Unit and Owner takes possession; provided that a copy of this Agreement or a similar Agreement is or will be filed as an Exhibit to the Declaration.

28. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

29. No Partnership Status. It is not the intention of the parties hereto to create any partnership or joint venture agreement among them nor to create any mutual agency, sharing of profits or losses or other partnership relationships.

The Agent and the undersigned Owner have executed this Rental Pool Agreement on the day and year first above written.

OWNER

OWNER

Signature of Purchaser

Signature of Purchaser

Printed Name of Purchaser

Printed Name of Purchaser

Address

Address

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 19____, before me the undersigned a Notary Public duly commissioned and qualified for said State personally came _____, to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal on the day and year last above written.

Notary Public

AGENT
STAR CITY ENTERPRISES
A Nebraska Partnership

Kevin T. Rhodes, Partner

Philip L. Perry, Partner

Ward F. Hoppe, Partner

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

On this _____ day of _____, 19____, before me the undersigned a Notary Public duly commissioned and qualified for said State personally came Kevin T. Rhodes, Philip L. Perry and Ward F. Hoppe, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Notary Public

25
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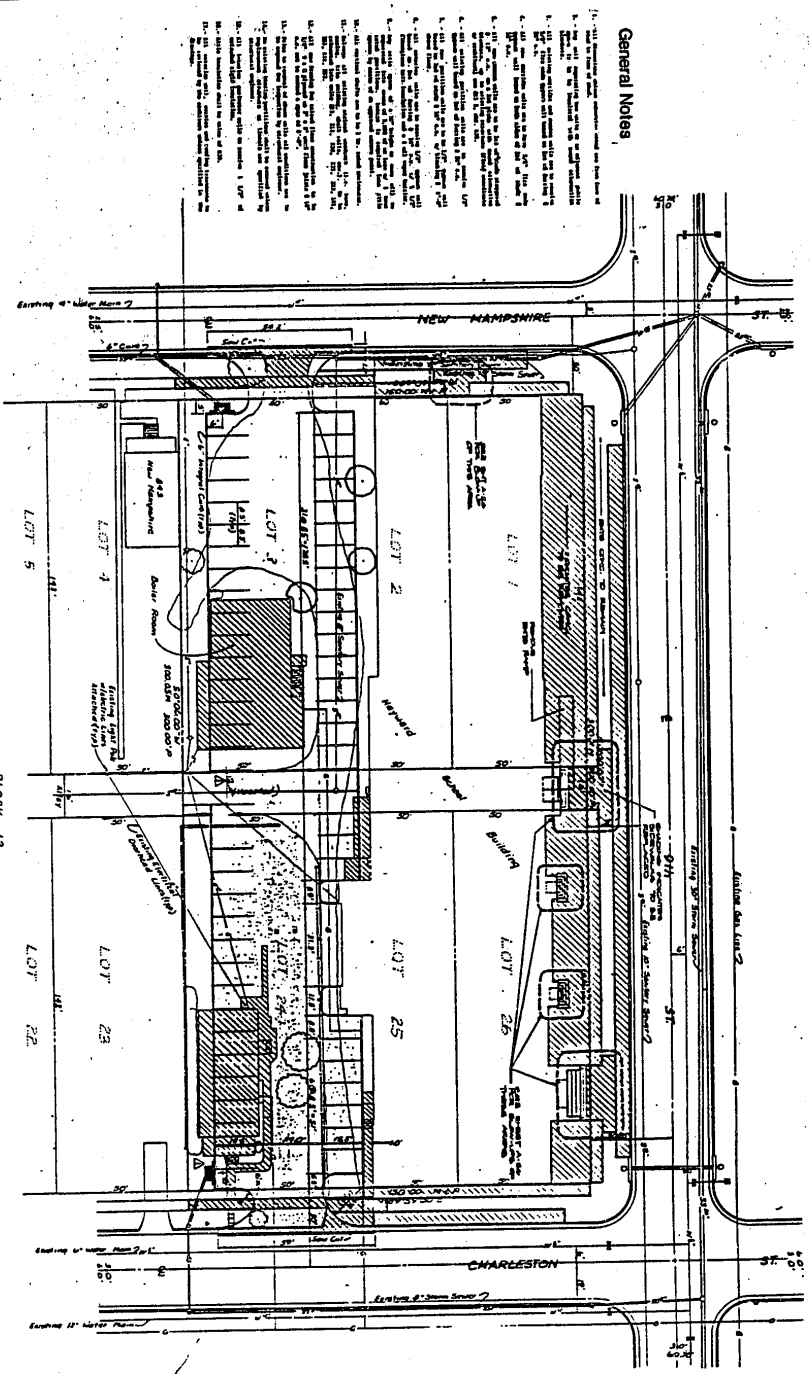
Alfred Smith & Hill Architects
 1010 Stuart Bldg
 Lincoln, Ne. 68508
 (402) 476-5679
 4/17/74

ROSS
 ENGINEERING, INC.

Division of Hayes

Hayward Place

A.1



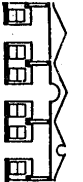
General Notes

1. This plan shows the proposed demolition and construction of the Hayward Place building.
2. The existing building is shown with dashed lines and the proposed building is shown with solid lines.
3. The proposed building is to be constructed on the site of the existing building.
4. The proposed building is to be constructed on the site of the existing building.
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25. The proposed building is to be constructed on the site of the existing building.
26. The proposed building is to be constructed on the site of the existing building.

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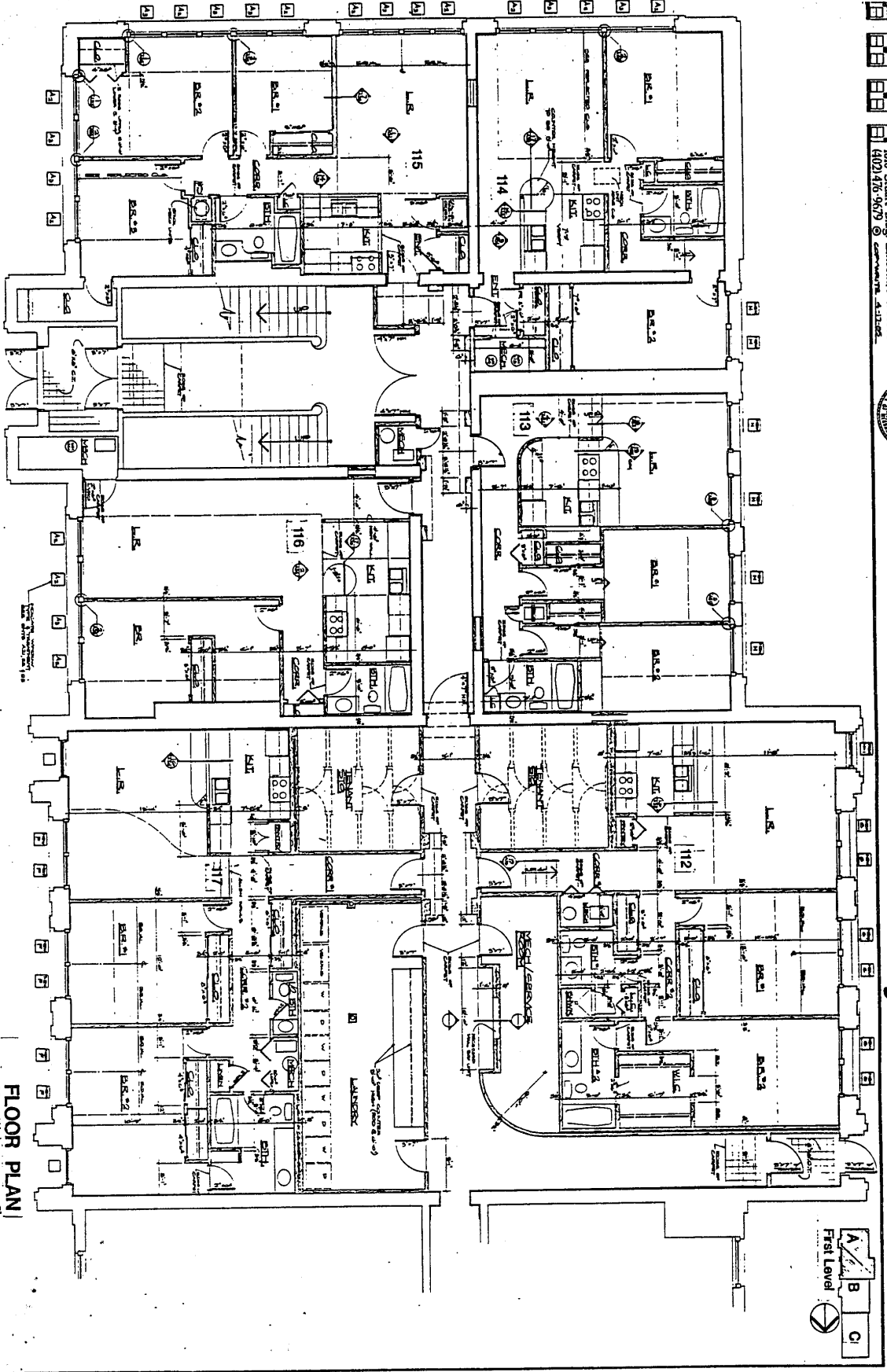
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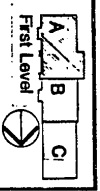
Allen, Sinclair & Hill Architects
 1000 Stuart Bldg
 402/476-9679
 Lincoln, NE 68508



Hayward Place | A.8



FLOOR PLAN

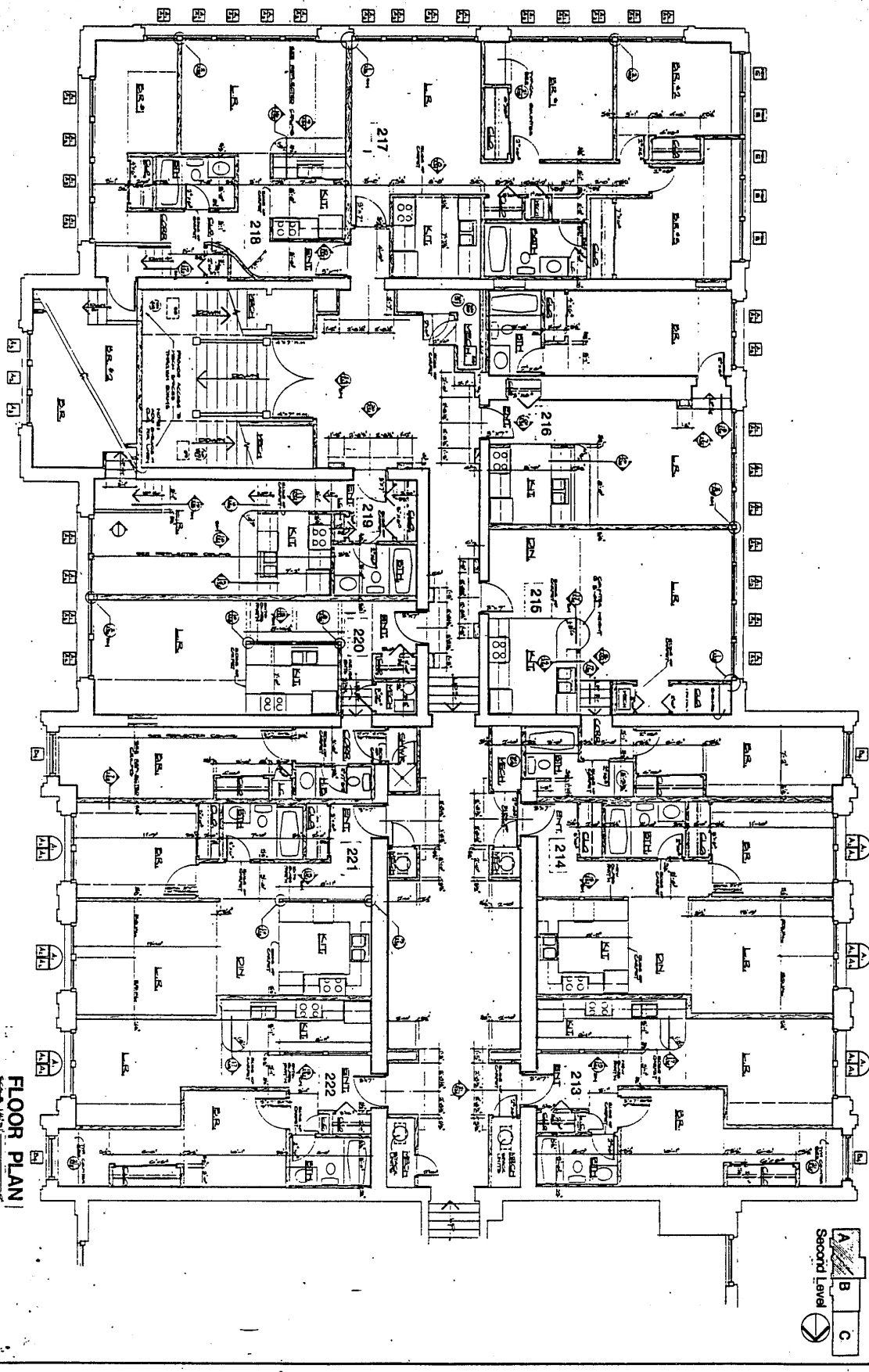




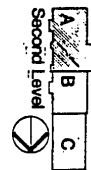
Alferri, Sinclair & Hill, Architects
100 Stuart Bldg. Lincoln, N.E. 68508
(402) 476-9679




Hayward Place A.9



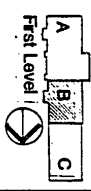
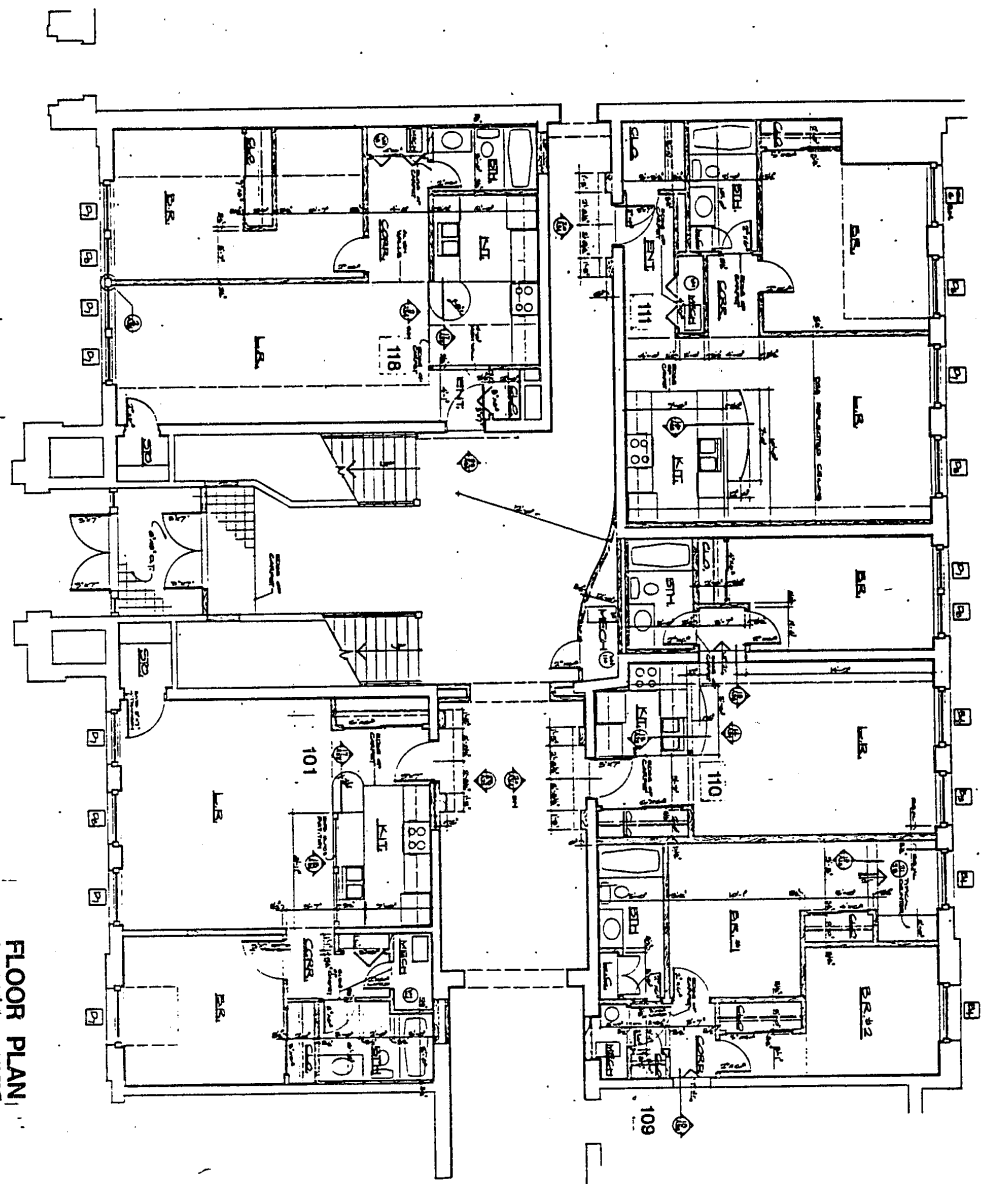
FLOOR PLAN




 Alfred Simchik & Hill - Architects
 1010 Stuart Blvd, Lincoln, NE 68508
 (402) 476-9679



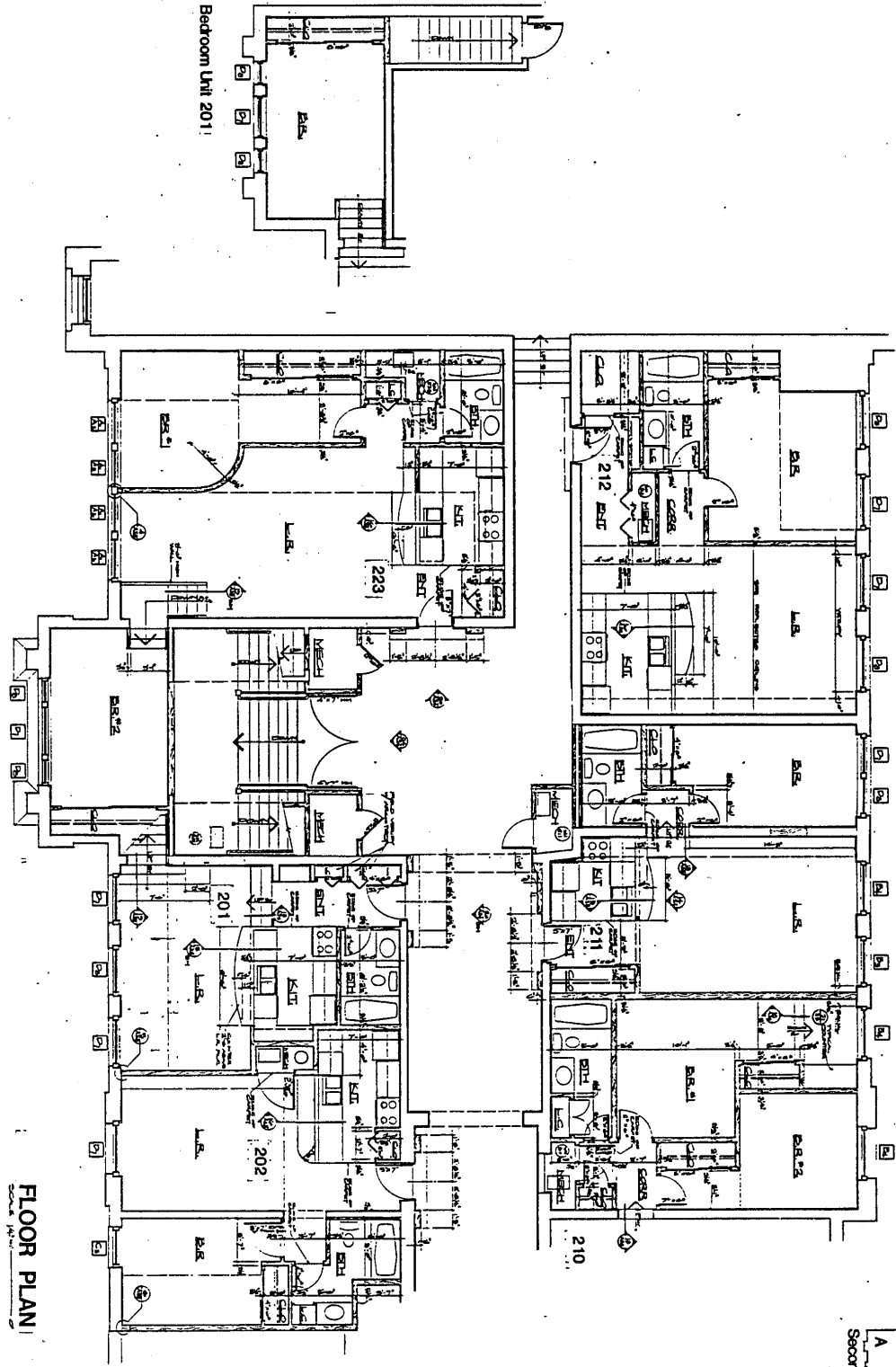
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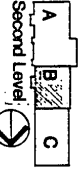
FLOOR PLAN



Hayward Place
 A.11



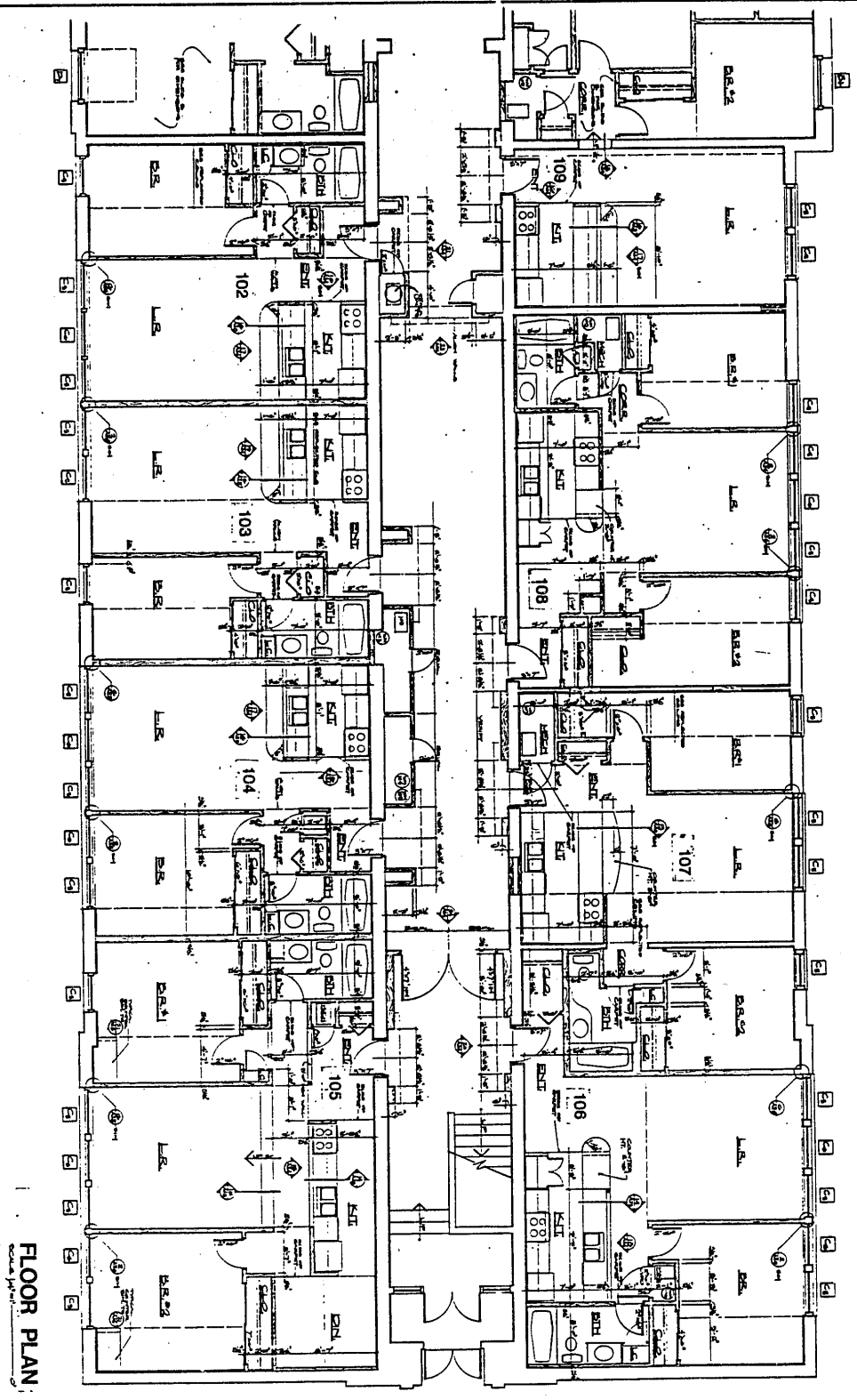
FLOOR PLAN
 Second Level



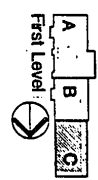
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Hayward Place A.12



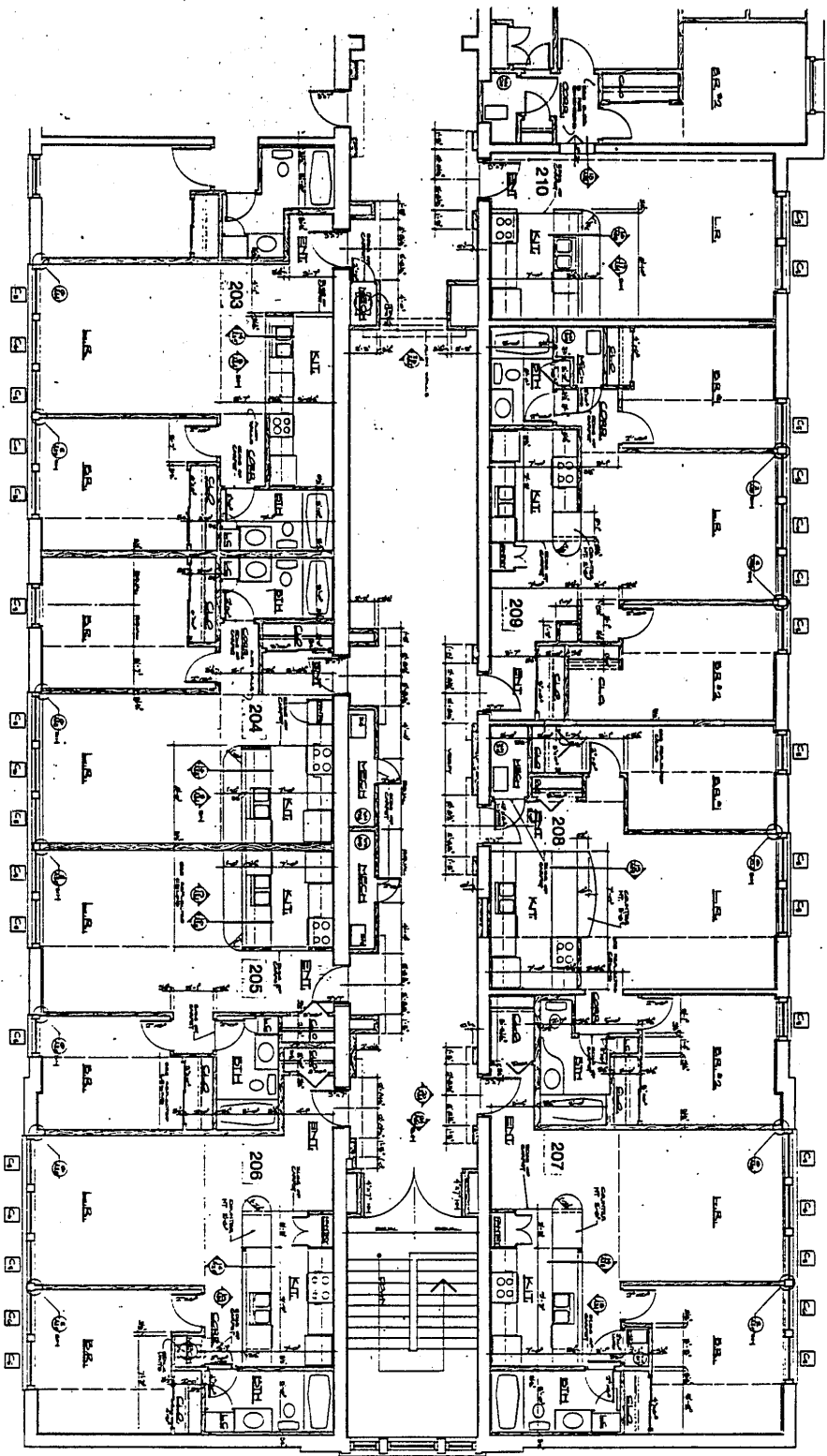
FLOOR PLAN
 SCALE 1/8" = 1'-0"



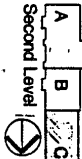
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 402-465-3679



Hayward Place A.13



FLOOR PLAN
 SCALE 1/4" = 1'-0"



LANCASTER COUNTY, NEAR

REGISTER OF DEEDS

1985 OCT 30 PM 3:38

ENTERED ON NUMERICAL INDEX FILED FOR RECORD

INST. NO. 85 29441

41-287
 239
 241
 3A-349
 356

INDEXED
 MICRO-FILED
 GENERAL

162.50

Fred Hoppe
 1440 F. 1st
 1st Nat Bank

SFS