

SEP 5 11 54 AM '97

102.50

INST. NO 97

036526

BLOCK

CODE

CHECKED

ENTERED

EDITED

DECLARATION

The undersigned (Declarant) creates a Condominium in the manner established by the Nebraska Condominium Act.

1. **NAMES:** The name of the Condominium is Twelfth and Que Condominium. The name of the Association is Twelfth and Que Condominium Association, an unincorporated association.

2. **DESCRIPTION:** The Condominium is situated in Lancaster County on the following described real estate:

The North 92 feet of Lots 4, 5 and 6, Block 37, Lincoln, Lancaster County, Nebraska.

The Condominium is subject to a facade easement and restrictions in favor of the City of Lincoln, Nebraska.

3. **NUMBER OF UNITS:** The anticipated number of units to be created, either initially or by the exercise of special declarant rights, is two (2).

4. **BOUNDARIES:** The boundaries of each unit, including the unit's identifying number, are shown on Exhibit "A" (plat and plan). The boundaries are the unfinished surface of the walls, the unfinished surface of the floor, the unfinished surface of the ceiling, and the extension of those surfaces where the unit includes unenclosed space.

5. **COMMON ELEMENTS:** The common elements are all portions of the Condominium other than the units. The limited common elements, other than as shown on Exhibit "A," are:

- a. 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.
- b. Any shutters, awnings, window boxes, 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.

- c. The elevator, stairways and second floor lobby are limited common elements allocated to Unit B.
- d. All additional advertising signs and devices for the Condominium are limited common elements allocated to the Unit it is intended to serve. Any new advertising signs or devices shall be approved by the Executive Board and shall become a limited common element. The Executive Board shall not approve advertising in the area of the Unit B elevator and stairway access without the consent of the Unit B owner.

6. **ALLOCATED INTERESTS AND VOTES:** The allocated interests for each unit are shown on Exhibit "B." The formula used to establish the allocated interests is the approximate square footage of each unit with the first floor (Unit A) having a value adjustment factor of 1.2. The formula to be used to establish the allocated interests, after any units are added to, withdrawn from, or reconfigured within the Condominium, is the same. The voting percentage is the same as allocated interests percentage.

7. **CONVEYANCES:** Any unit may be conveyed or encumbered subject to the provisions of this Declaration.

8. **SUBDIVISION:** With the written approval of the Executive Board, units may be combined or divided and incorporated within the boundaries of one or more other units and adjoining common elements. Additional commons may be created or eliminated with the approval of the affected unit owners as may be reasonably necessary to accommodate the reconfigured units. A division of any unit shall not increase the allocated interests or voting percentage for the unit divided. Upon approval, the Executive Board shall record an Amendment to this Declaration, and the allocated interests and voting percentage shown on Exhibit "A" shall be reallocated. The expense of preparation of the Amendment, reallocation of the allocated interests and voting percentage, and recording fees shall be assessed against the units affected.

9. **MAINTENANCE AND IMPROVEMENT OF UNITS AND LIMITED COMMONS:** Each unit and associated limited commons shall be maintained by the unit owner. Each unit owner shall promptly report to the Executive Board any need for repairs for which the Association is responsible. Notwithstanding the general provisions for maintenance, the Executive Board may establish specific maintenance responsibilities which shall be uniform as to all units and limited commons.

A unit owner may make any improvements or alterations to the unit or associated limited commons that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. A unit owner shall cooperate in good faith and in a commercially reasonable manner with all other unit owners including tenants of unit owners when undertaking any improvement, alteration or maintenance of a unit or associated limited commons. The Executive Board may establish specific requirements and rules in conformity with this requirement. A unit owner may not change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the Condominium, without the written approval of the Executive Board.

In the event a unit owner fails or refuses to perform necessary maintenance, the maintenance may be performed by the Association and the cost assessed as a lien against the unit.

10. USE OF UNITS: No unit shall be used for any residential or adult entertainment or similar such uses which will detract from or hinder high quality, first class commercial uses within the Condominium.

11. NUISANCE: No noxious or offensive activity shall be permitted within any unit, or anything which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of the other units.

12. EASEMENTS FOR SUPPORT: Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

13. ASSOCIATION: Twelfth and Que Condominium Association (Association), acting through a Board, provides for the management of the Condominium. The Executive Board shall be elected in accordance with the By-Laws of the Association.

14. MEMBERSHIP: Every person or entity who becomes a unit owner shall be a member of the Association. Any person who holds an interest in a unit merely as security for an obligation shall not be a member. Unit A and B shall each be entitled to select one (1) member of the Executive Board. Any additional members of the Executive Board shall be elected by the members based upon their respective voting percentage.

15. MAINTENANCE OF COMMON ELEMENTS: The Association shall maintain all common elements except the limited commons and shall have the right to enter any unit at reasonable times to perform maintenance.

16. EXTERIOR SURFACES: The Association may maintain any exterior surface within the boundaries of any unit, consistent with other comparable exterior surfaces, and shall have the right to enter the unit at reasonable times to perform maintenance. The cost of maintenance performed by the Association shall be added to the next assessment against the unit.

17. INSURANCE: The Association shall insure the Condominium and the Association against risk, including tort liability, in the manner set forth in the Bylaws. A unit owner may obtain insurance, for the unit owner's account and benefit, covering the unit and contents. Each policy shall be issued in the name of the Association for the benefit of unit owners in proportion to the allocated interest. The limits of coverage shall be established by resolution of the Executive Board. The resolution may also allocate the coverage to the units on a basis other than allocated interests. Premiums for such insurance shall be a common expense, subject to adjustment as provided for in paragraph 24.

18. DAMAGE: Any damage to the Condominium caused by fire or other casualty shall be promptly repaired by the Association in the manner set forth in the Bylaws, unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) the unit owners holding 65 percent of the allocated interest as well as the unit owner of every unit which will not be rebuilt and every unit to which

a limited common element is assigned which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, (1) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (2) the insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed consistently with any coverage allocations established by resolution of the Executive Board, to the owners of those units and the owners of the units to which those limited common elements were assigned, or the lienholders, as their interests may appear, and (3) the remainder of the proceeds must be distributed to all the unit owners or lienholders, as their interests may appear, in proportion to relative units valuation as reasonably determined by the Executive Board. In the event the Executive Board is unable to reasonably determine value, the distribution shall be in accordance with the unit's appraised valuation as of the date of the loss. If the unit owners vote not to rebuild any unit, that unit's allocated interest is automatically reallocated, and the Association shall record an amendment to this Declaration reflecting the reallocation.

19. **LIABILITY:** Any tort liability arising from the use of common elements shall be a common expense. Any deficiency in insurance coverage of such liability shall be borne by all unit owners in proportion to the allocated interest.

20. **CONDEMNATION:** If any part of the common elements is condemned for public use, the award shall be payable to the Association. Actual damage to physical improvements shall be repaired and the fund created by the award shall be administered as insurance proceeds in the manner set forth in the Bylaws.

21. **USE OF COMMON ELEMENTS:** The Association and each unit owner shall have the right to use the common elements, other than limited common elements, and shall have an easement over the common elements for that use.

The Association, and each unit owner of a unit to which a limited common element is assigned, shall have the right of reasonable access to and use of such limited common element and shall have an easement over or interest in such limited common element for that use.

22. **EASEMENTS OVER COMMON ELEMENTS:** The Executive Board may grant easements, leases, licenses and concessions over the common elements for the installation and maintenance of utilities and for such other purposes as the board deems to be in the best interests of the Condominium.

23. **COMMON EXPENSES AND LIEN:** The members shall pay annual and special assessments for the common expenses. The assessments shall be made in proportion to the allocated interests shown on Exhibit "B". Each assessment shall be the personal obligation of the member who is the unit owner of the unit assessed at the time of the assessment, shall bear interest at the rate of 18 percent per annum from the date established by the Executive Board until paid and, when shown of record, shall be a lien upon the unit assessed.

24. **SPECIAL COMMON EXPENSE ALLOCATIONS.** The Executive Board may elect to assess the following common expenses without regard to the allocated interest percentages and based upon the following:

- a. Any common expense which benefits fewer than all of the units may be assessed exclusively against the units benefitted;
- b. the costs of insurance may be allocated to the units in proportion to risk and valuation; and
- c. the costs of utilities which are not separately metered shall be assessed in proportion to usage, if reasonably determined

25. **REPAIRS:** The Executive Board may assess a member with the cost of maintenance or repair of common elements or exterior surfaces necessitated by willful or negligent conduct of the member by adding such cost to the next assessment against the member's unit.

26. **PRIORITY OF LIENS:** The lien of any annual or special assessment is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a First Mortgage or Deed of Trust on the unit recorded before the date on which the assessment sought to be enforced was recorded, and (3) liens for real estate taxes and other governmental assessments or charges against the unit.

27. **CAPITAL IMPROVEMENTS:** Annual and special assessments, other than for capital improvements in excess of \$1,000.00 per year, may be levied by the Executive Board. A capital improvement shall mean any improvement that improves or extends the useful life of any common element which is not immediately necessary for the continued operation of the Condominium or will not be funded by the established repair and replacement reserve account. Any special assessment for capital improvements shall be approved by the affirmative vote of unit owners representing not less than 65 percent of the allocated interests, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members if notice of the special assessment is contained in the notice of the special meeting.

28. **BINDING EFFECT:** The covenants contained in this Declaration shall run with the land and shall bind the Declarant and all persons claiming under the Declarant.

29. **ENFORCEMENT:** Enforcement of the covenants contained in this Declaration may be by proceedings at law or in equity against any person violating or attempting to violate any covenant. The proceedings may be to restrain the violation or recover damages and, by the Association, may be to enforce any lien or obligation created by the Covenants.

30. **AMENDMENTS:** The Condominium established by this Declaration may be amended or terminated, in writing, by the unit owners holding not less than 65 percent of the allocated interests.

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

DALE ENTERPRISES, a Nebraska general partnership,

By: *Dale Lange*
Dale Lange, Partner

By: *Dale E. Gruntorad*
Dale E. Gruntorad, Partner

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22 day of August, 1997, by Dale Lange and Dale E. Gruntorad as general partners, on behalf of Dale Enterprises a Nebraska general partnership.

Ronald F. Smith
Notary Public

(C:WPKLPK1-2-7F.R3)



EXHIBIT "A"

1. **Name of Condominium**
2. **Survey (plat)**
3. **Encroachments and easements**
4. **Plans showing**
 - (a) **Unit numbers**
 - (b) **Vertical boundaries of units**
 - (c) **Horizontal boundaries of units, with reference to established datum.**
 - (d) **Limited common elements**

The foregoing items are shown and depicted on the attached sheets labelled A-1, A-2, A-3 and A-4.

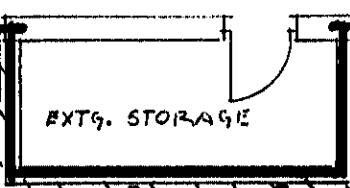
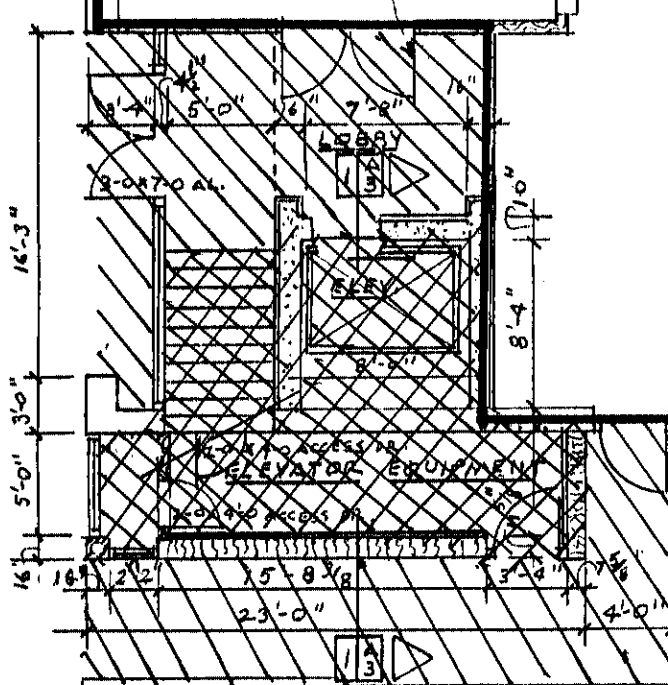
EXHIBIT "B"

FLOOR	<u>UNIT</u>	<u>APPROXIMATE AREA (Sq. Ft.)</u>	<u>VALUE ADJUSTMENT FACTOR</u>	<u>ALLOCATED INTEREST</u>	<u>ALLOCATED INTEREST AND VOTING PERCENTAGE</u>
First	A	10,582	1.2	12,698.4	54%
Second	B	<u>11,033</u>	<u>1.0</u>	<u>11,033</u>	<u>46%</u>
Totals		21,615		23,731.4	100%

12TH STREET

KINKUS

EXISTING DOORS RELOCATED



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

UNIT BOU

August

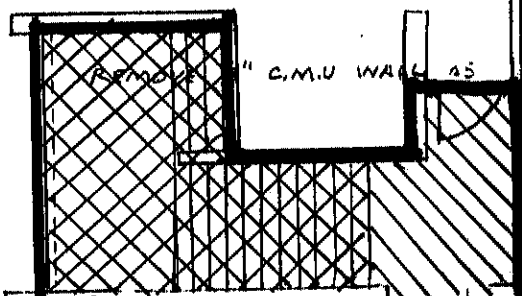
TWELFTH & QUE
12TH & Q STREET
LINCOLN, NEBRASKA

Q STREET

NE

2x4 WD STUD WALL @ 16" O.C.
ROOF DECK, 5/8" 1-HR. D.
BOTTOM PLATS TO BE T

UNIT A

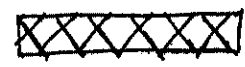
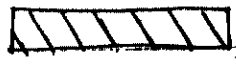


EXTERIOR COMMONS

UNIT BOUNDARY

COMMON AREAS

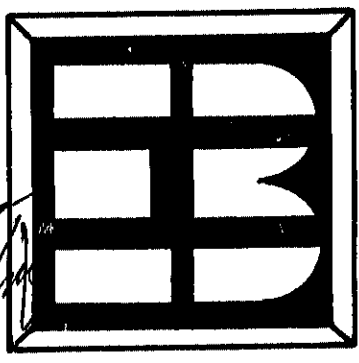
LIMITED COMMONS UNIT B



H & QUE
STREET
NEBRASKA

CONDOMINIUM

July 8 1997
Walt J. [unclear]
Dale [unclear]
[unclear]



**ERICH BROE
ARCHITECT**

1800 S.W. 40th.
LINCOLN, NEBRASKA
68522 438 474-21

NEW STOREFRONT

EXISTING DOOR TO REMAIN

2x4 WD STUD WALL @ 16" O.C. FL. TO UNDER
ROOF DECK, 5/8" 1-HR. DRYWALL EACH SIDE,
BOTTOM PLATE TO BE TREATED.

EXISTING STAIR TO
LOWER LEVEL TO
REMAIN, MODIFY 8"
C.M.U. WALL AS NEEDED.

COMMONS EXTENDS
TO BOILER ROOM
IN BASEMENT

EXISTING C.M.U.

8" C.M.U. TO UNDER-SIDE OF 2ND FL.

REMOVE 8" C.M.U. WALL AS SHOWN

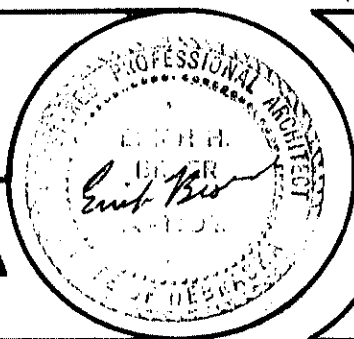
LIMITED COMMONS UNIT B



REVISED 7-10-97 E.A.B.

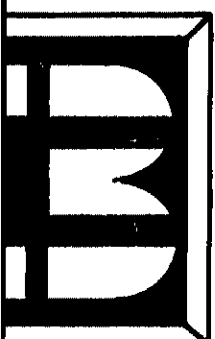
**ERICH BROER
ARCHITECT**

1800 S.W. 40th.
LINCOLN, NEBRASKA
68522 438 474-2165



DATE
7-8-97
PROJECT
0797

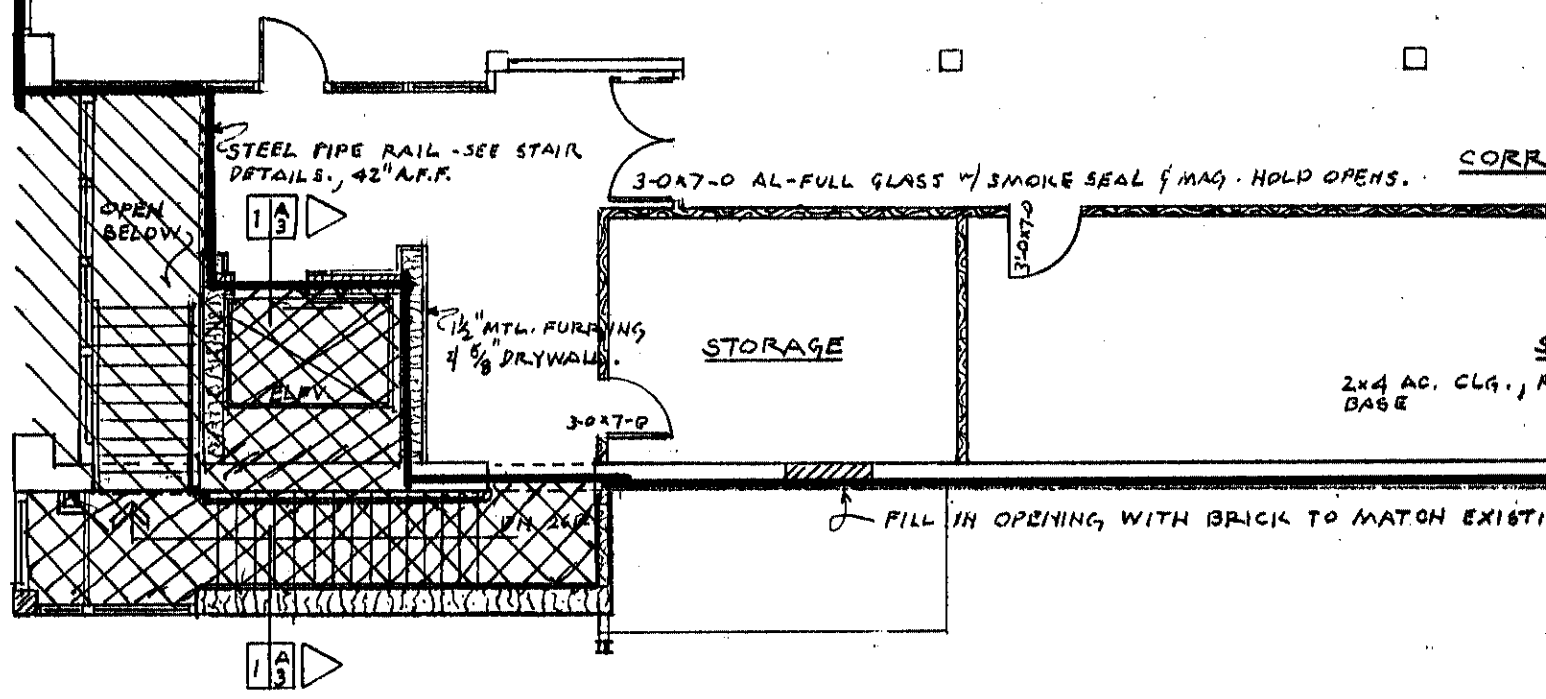
SHEET
A 1



12TH STREET

UNIT
FUTURE

NOTE: R
INSTALL



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

UNIT 6

TWELFTH & QUE CO
12TH & Q STREET
LINCOLN, NEBRASKA

UNIT B

FUTURE OFFICE SPACE

NOTE: REMOVE ALL FLOOR TILE,
INSTALL 3/4" GYP CRETE TOPPING

OPENS. CORRIDOR

STORAGE
2x4 AC. CLG., FLOOR SEALER, VINYL
BASE

EXISTING STAIR TO REMAIN,
PATCH DRYWALL AS NEEDED.

ALINE WITH STAIRWALL.

3'-0" x 7'-0"

110P
CL.

3'-0" x 7'-0"

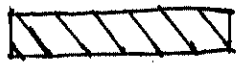
WREN TO

o MATCH EXISTING

UNIT BOUNDARY

COMMON AREAS

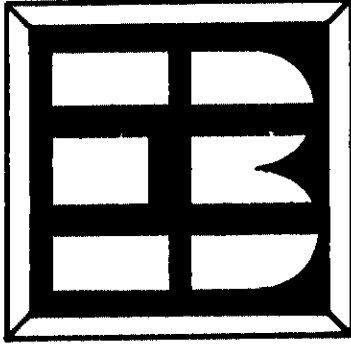
LIMITED COMMONS UNIT B



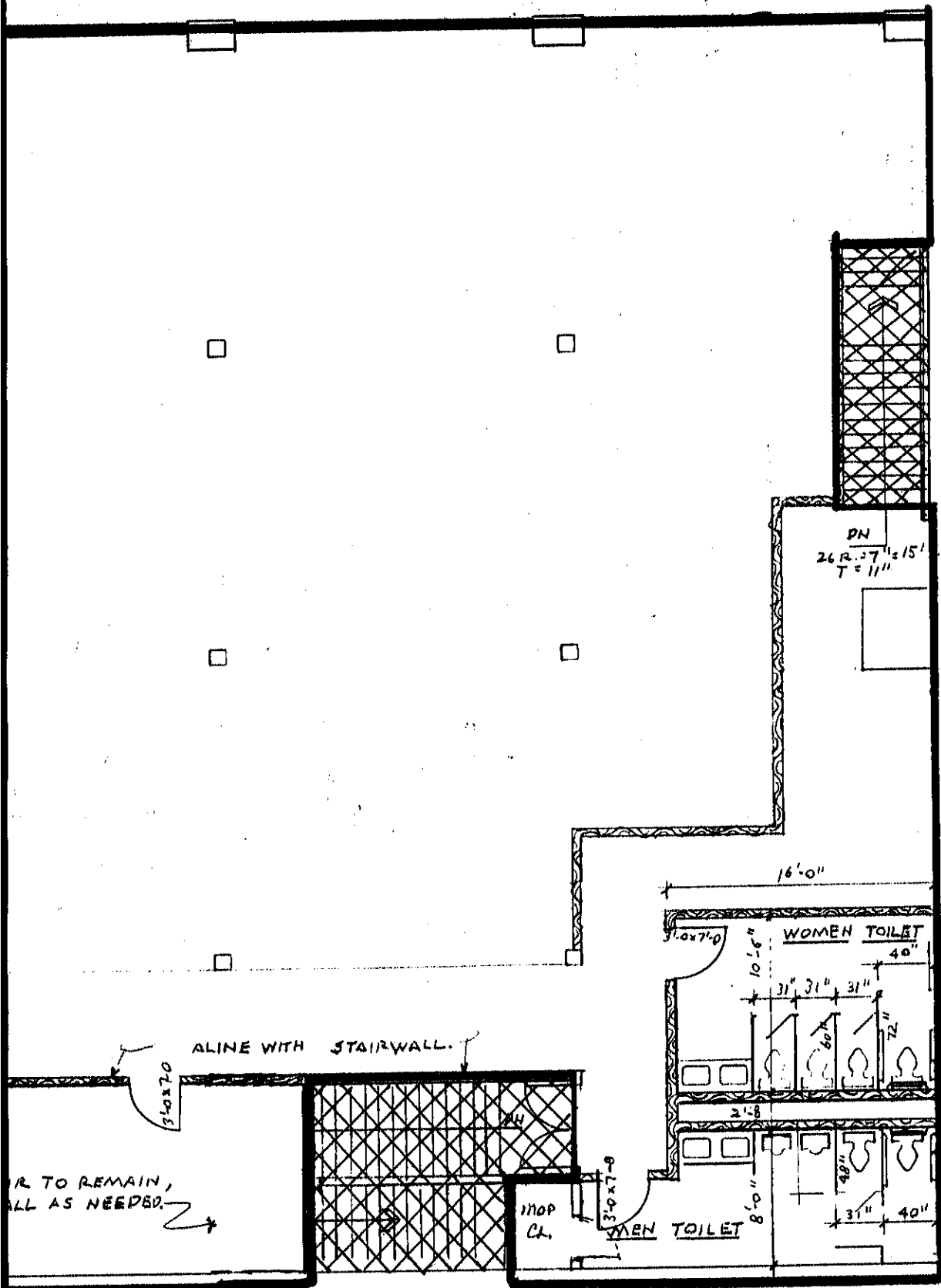
QUE CONDOMINIUM

ET
BKA

*Bob S. [unclear]
Dale [unclear]
Amy [unclear]*



**ERICH BROER
ARCHITECT**
1800 S.W. 40th.
LINCOLN, NEBRASKA
68522 438 474-2165



AIR TO REMAIN,
ALL AS NEEDED.

ALINE WITH STAIRWALL.

DN
26 R. 27 1/2 15'
T = 11"

16'-0"

WOMEN TOILET

5.5. GRAB BARS.
2'-10" A.F.F.

MOP
CL.

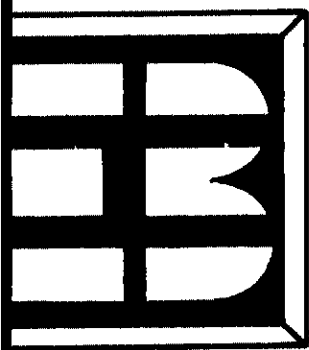
MEN TOILET

EAS

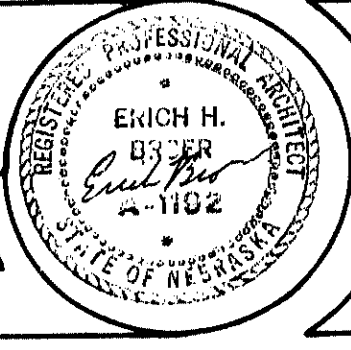
LIMITED COMMONS UNIT B



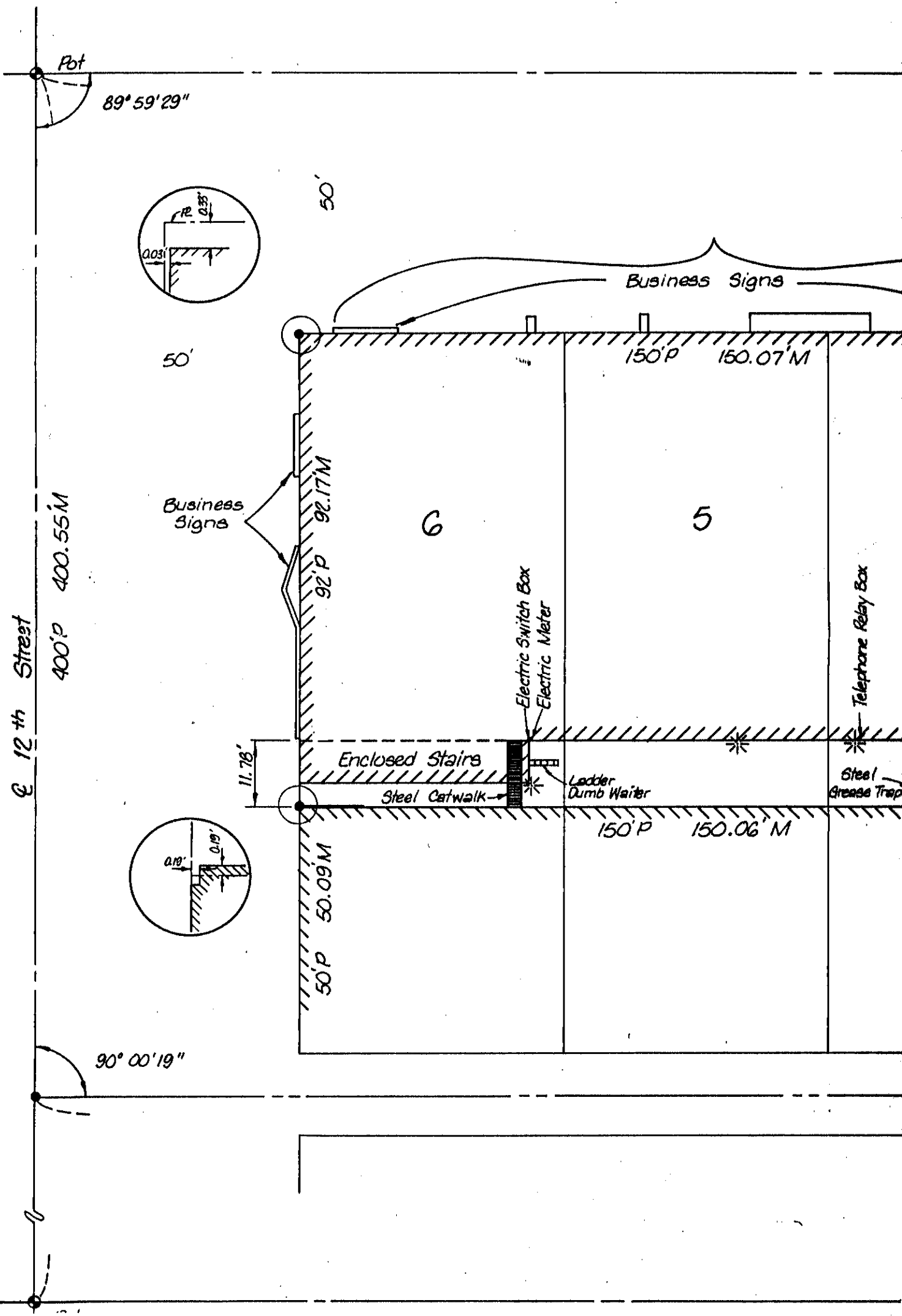
REVISED 7-10-97 E.N.73

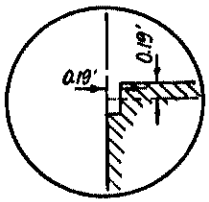
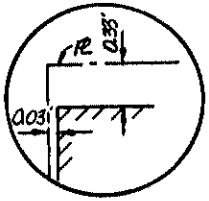
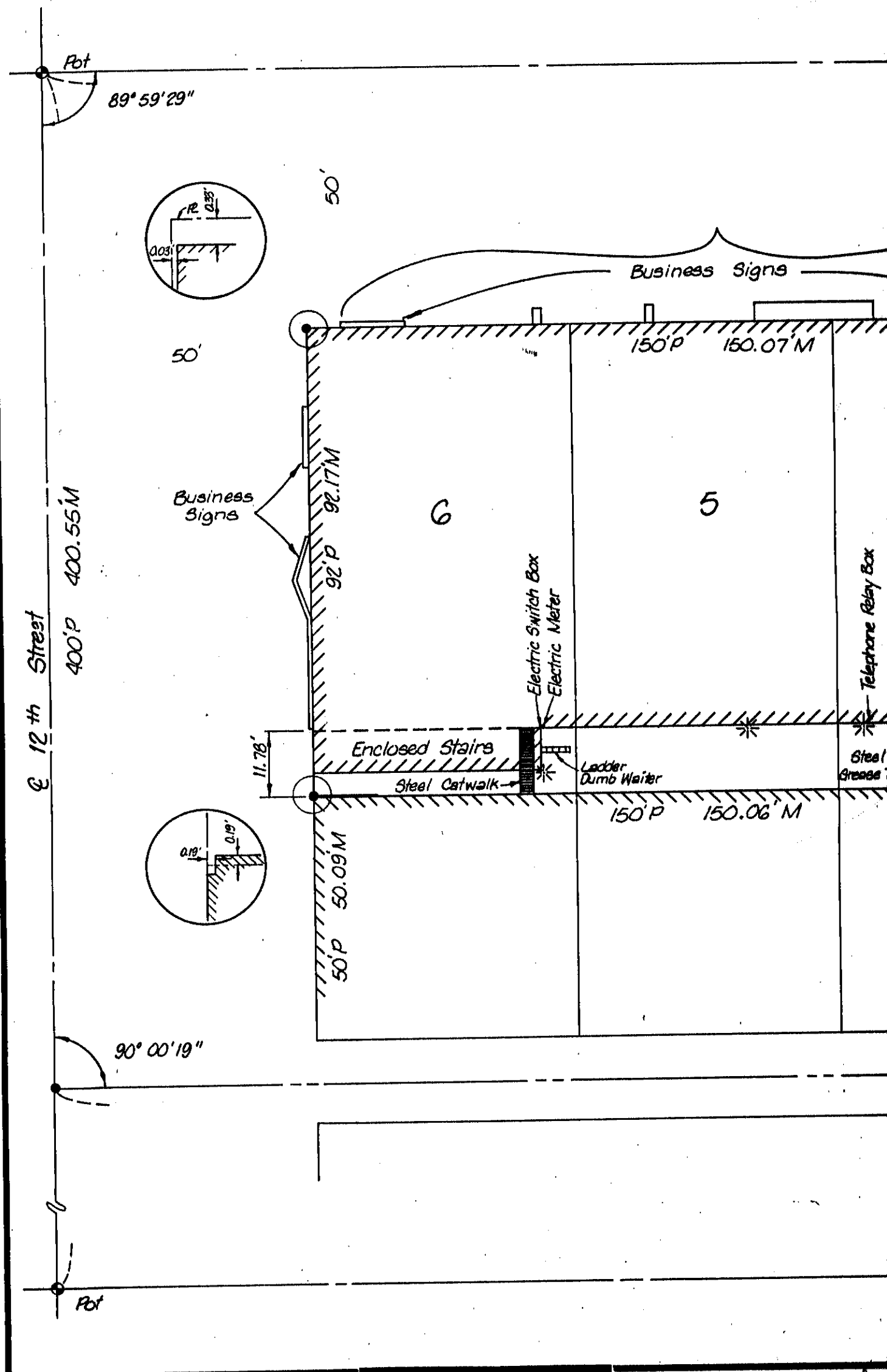


**ERICH BROER
ARCHITECT**
1800 S.W. 40th.
LINCOLN, NEBRASKA
68522 438 474-2165



DATE
7-8-97
PROJECT
0797
SHEET
A 2





1 of 1	Sheet no. 28 C 82	Title no. 1280	Field Book 81/3551	Cont. No.	6-30-81	Date 1-20	Scale 1" = 20'
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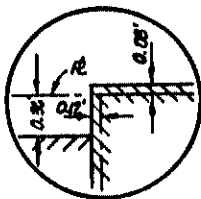


Scale: 1" = 20'

● = PK Nails

@ "Q" Street

400' P 400.15' M



Signs

150.07' M

I hereby certify that this plat, map, survey or map was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

LEGAL DESCRIPTION
North 92' of Lots 4, 5, & 6 Block 37, Old Plat of Lincoln, Lancaster County, Nebraska

4

Party Wall

Telephone Relay Box

Electric Exhaust Fan

Air Duct

2" Steam Lines

4" Electric Services

92' P 92.15' M

Steel Grease Trap

Tele Crossing

Elec. Crossing

11.78'

2.36'

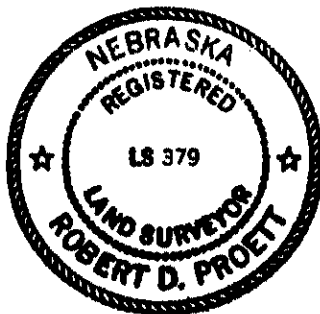
0.06' M

50' P 50.09' M

400' P - 400.12' M

BLOCK 37

@ "P" Street



Robert Proett
Robert Proett

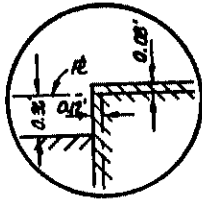
June

Scale: 1" = 20'

● = PK Nails Set

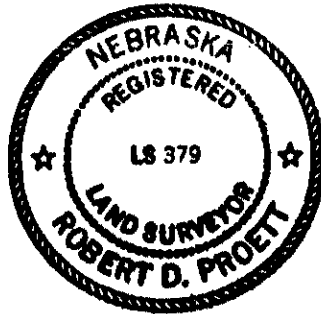
@ "Q" Street

400' P 400.15' M



I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

LEGAL DESCRIPTION
North 92' of Lots 4, 5, & 6 Block 37, Original Plat of Lincoln, Lancaster County, Nebraska.



Robert D. Proett
Robert Proett

June 30, 19

Party Wall

4

92' P 92.15' M

4" Electric Services

Air Duct

2" Steam Lines

Electric Exhaust Fan

Telephone Relay Box

Steel Grease Trap

Tele Crossing

Elec. Crossing

11.78'

2.36'

50' P 50.09' M

400' P - 400.12' M

BLOCK 37

@ "P" Street

SHEET

HOSKINS & V
ENGINEERS

N



Scale: 1" = 20'

● = PK Nails Set

89° 59' 10"

50'

I certify that this plat, map, survey or report
by me or under my direct personal
and that I am a duly Registered Land
under the laws of the State of Nebraska.

DESCRIPTION
of Lots 4, 5, & 6 Block 37, Original
Lincoln, Lancaster County, Nebraska.


Robert Proett LS 379
Robert Proett

June 30, 1981

2 7 ●
1 5 ●
1

300

Scale: 1" = 20'

● = PK Nails Set

89° 59' 10"

50'

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

LEGAL DESCRIPTION
North 92' of Lots 4, 5, & 6 Block 37, Original Plat of Lincoln, Lancaster County, Nebraska.



Robert D. Proett LS 379
Robert Proett

June 30, 1981

SHEET A-4

HOSKINS-WESTERN-SONDEREGGER
ENGINEERS ARCHITECTS PLANNERS

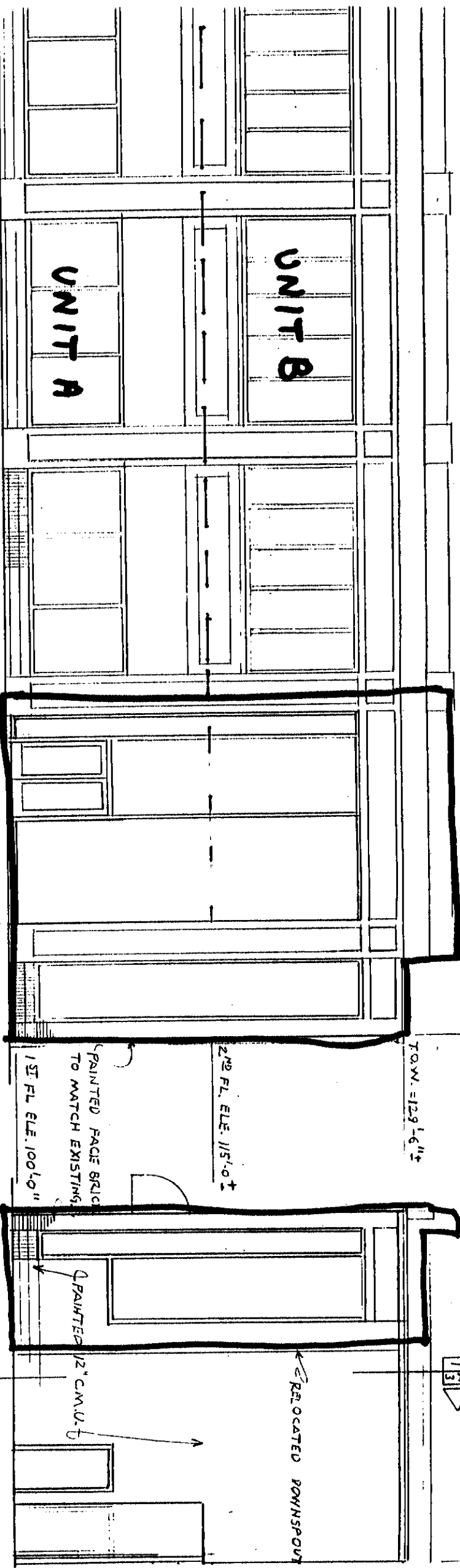
925 I ST. P. O. BOX 80558 LINCOLN, NEBRASKA 68501 (402) 475-4241

TWELFTH & QUE CONDOMINIUM
 12TH & Q STREET
 LINCOLN, NEBRASKA

EXISTING BUILDING

NEW STAIR TOWER

NEW STAIR TOWER



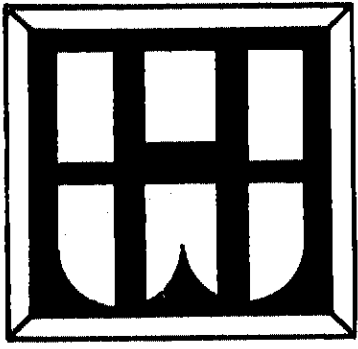
WEST ELEVATION
 SCALE 1/8" = 1'-0"

UNIT B SIGNAGE PRIORITY

PARTIAL SOUTH ELEVATION
 SCALE 1/8" = 1'-0"

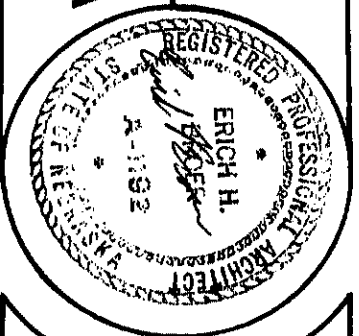
REVISED 7-10-97 EJM

Handwritten signature



ERICH BROER
ARCHITECT

1800 S.W. 40th.
 LINCOLN, NEBRASKA
 68522 438 ~~434~~-2165



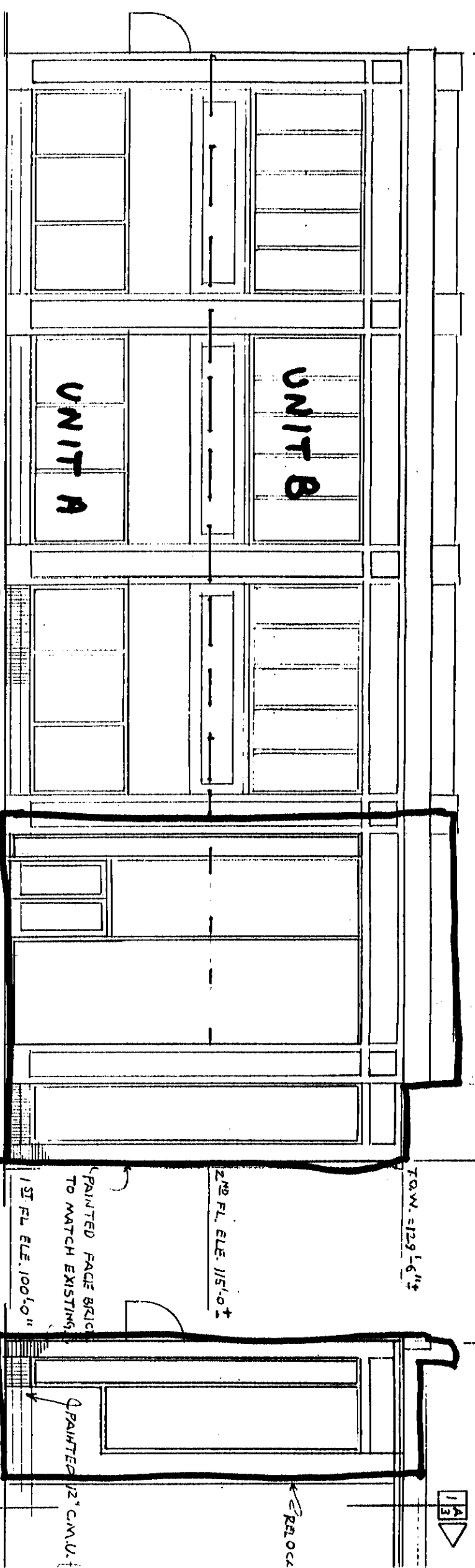
DATE 7-8-97
 PROJECT 0797

SHEET A 3

EXISTING BUILDING

NEW STAIR TOWER

NEW STAIR TOWER



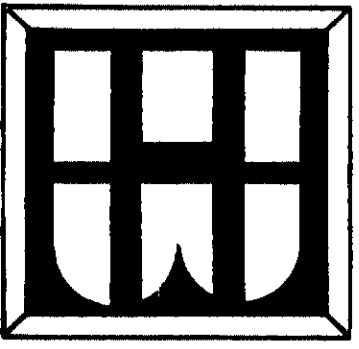
WEST ELEVATION
SCALE 1/8" = 1'-0"

UNIT B SIGNAGE PRIORITY

REVISED 7-10-97 C.H.M.

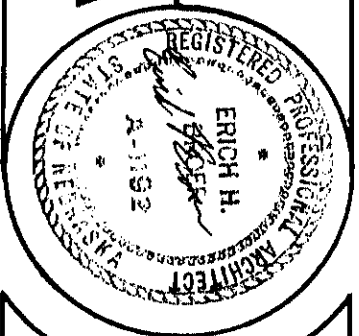
PARTIAL SOUTH EL
SCALE 1/8" = 1'-0"

Eric H. Broer
Architect
7-8-97



ERICH BROER
ARCHITECT

1800 S.W. 40th.
 LINCOLN, NEBRASKA
 68522 438 ~~474~~-2165



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