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AMENDMENT OF FLOOR PLAN OF 1210-1214 Howard Street, a condominium

Howard Street Condominium hereby files an amendment to the Floor plan of real estate located in the County of Douglas, State of Nebraska, more particularly described as follows to-wit:

The East 44' of Lot 6 and the West 44' of Lot 7, Block 150, Original City of Omaha

and previously described in a Floor plan Recorded on November 15, 1990 in Book 1887 of Page 256 to 263 in the records on the County recorder of Douglas County, Nebraska is hereby replaced with the attached foregoing floor plans.

Howard Street Partnership by: Spaghetti Works Restaurants, Inc.

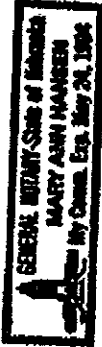
[Signature]

By Brent Lambi, President, Spaghetti Works Restaurants, Inc., a Partner in Howard Street Partnership

STATE OF NEBRASKA)) ss. COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 23rd day of January, 1992, by Brent Lambi, President Spaghetti Works Restaurants, Inc., a Partner in Howard Street Partnership, on behalf of said corporation and partnership.

[Signature] Notary Public



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RECEIVED JAN 23 3 26 PM '92 GEORGE J. DUGLEWICZ REGISTER OF DEEDS DOUGLAS COUNTY, NE

EX-994 N C/O FEE 4/50 PG 142-148-9/1 DEL-CK MC (W) OF [Signature] F/B 23-17695 03-80000



1210 Building
 1210 Howard Street Omaha, NE
 KHA Project No. 350791 12-20-91

AREA BREAKDOWN SUMMARY

Unit No.	Common Area Access	Area in Net Useable/ Saleable Square Feet	Percentage Interest
1. 201	All	Living Area 2287 SF Garage 452 Storage 735 Total 3684 SF	10.624
2. 202	All	Living Area 2279 SF Garage 452 Storage 945 Total 3466 SF	9.995
3. 203	All	Living Area 2325 SF Garage 452 Storage 420 Total 3197 SF	9.219
4. 204	All	Living Area 2448 SF Garage 452 Storage 420 Total 3320 SF	9.574
5. 205	All	Living Area 2391 SF Garage 452 Storage 725 Total 3568 SF	10.289
6. 206	All	Living Area 2448 SF Garage 452 Storage 725 Total 3568 SF	10.289
7. 307	All	Living Area 2287 SF Garage 480 Storage 735 Total 3502 SF	10.099
8. 308	All	Living Area 2279 SF Garage 484 Storage 735 Total 3498 SF	10.088

TOTAL RESIDENTIAL.....27,803 SF 80.177

Rental Bay No.	Elevator/ Main Corridor/ Lobby	2007 SF	5.788
1. Street Level SW			
2. Street Level SE			
3. Basement SW			

TOTAL COMMERCIAL.....6,874 SF 19.823
 TOTAL USEABLE/SALEABLE AREA.....34,677 SF
 COMMON AREA.....7,422 SF
 TOTAL GROSS AREA.....42,099 SF

-The Net Square Feet of Area shown is the Net Useable square footage of the Unit as computed in accordance with the standard for such computations established by the Building Owners and Managers Association (BOMA).
 -The Percentage Interest shown, representing the percentage interest of the Unit Owner in the Common Elements, is equal to the percentage obtained by dividing the total useable/saleable area by the unit useable/saleable area.



Kenneth Hahn
Architects, Inc.

Architecture/Planning/Interior Design/Engineering

4101 Farnam Street
Omaha, Nebraska 68131
402/344-4400
FAX 344-2078

CERTIFICATE OF ARCHITECT

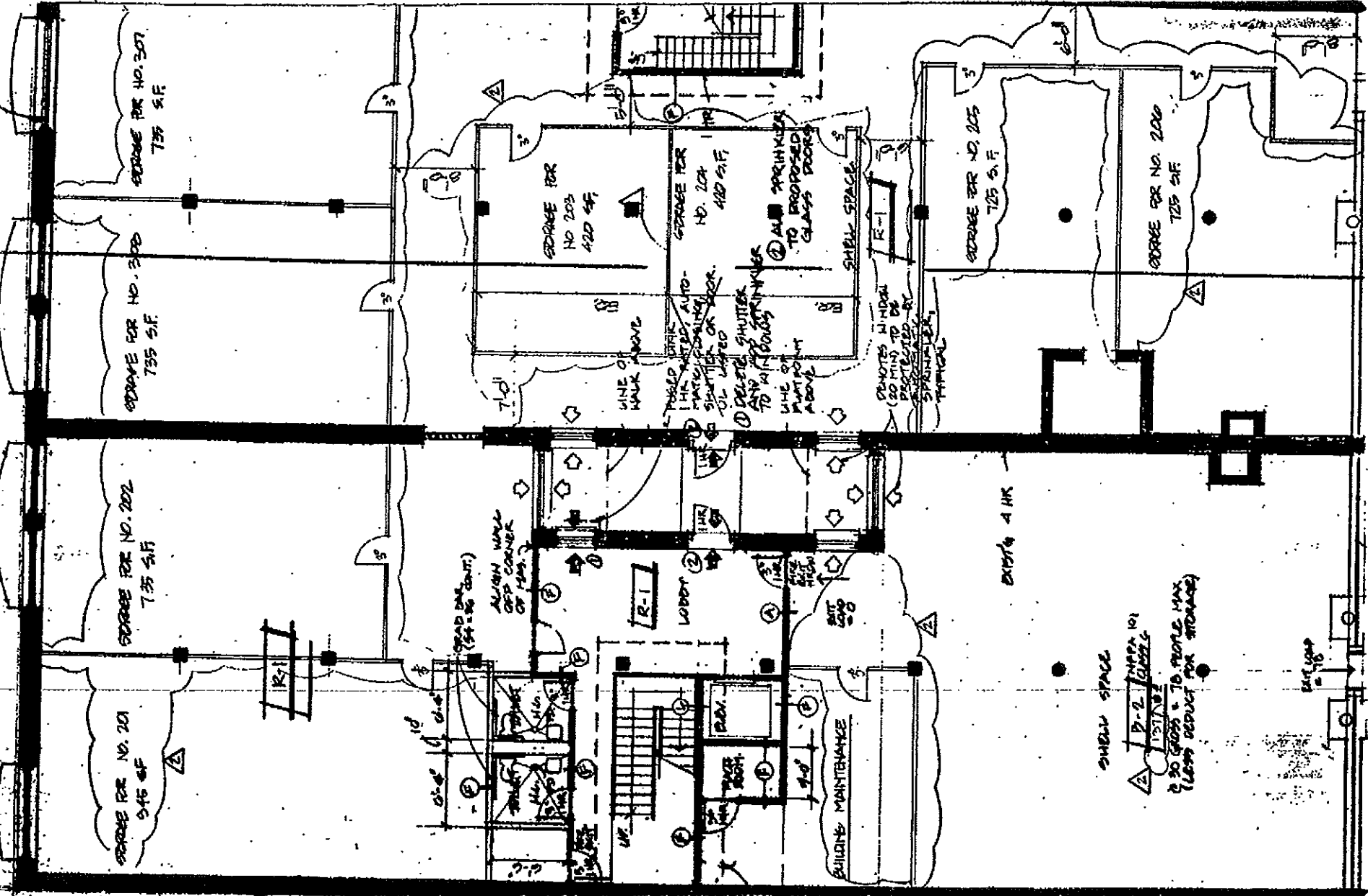
The undersigned (hereinafter referred to as the "Architect") hereby certifies that the foregoing drawings represent the existing building as of the date hereof; that said drawings represent the Architect's best judgment as to the planned configuration of the proposed condominium units and common elements and have been prepared under my direct personal supervision; that the square footages have been determined on the basis of said drawings and are as accurate as is feasible to determine therefrom, and that I am a duly registered architect under the laws of the state of Nebraska

Dated this 15th day of January, 1991.

Kenneth Hahn AIA

Kenneth J. Hahn, AIA
A-1576
4101 Farnam Street
Omaha, NE 68131



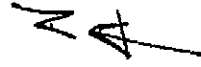


Kenneth A. Olson
 ARCHITECT
 1-15-92

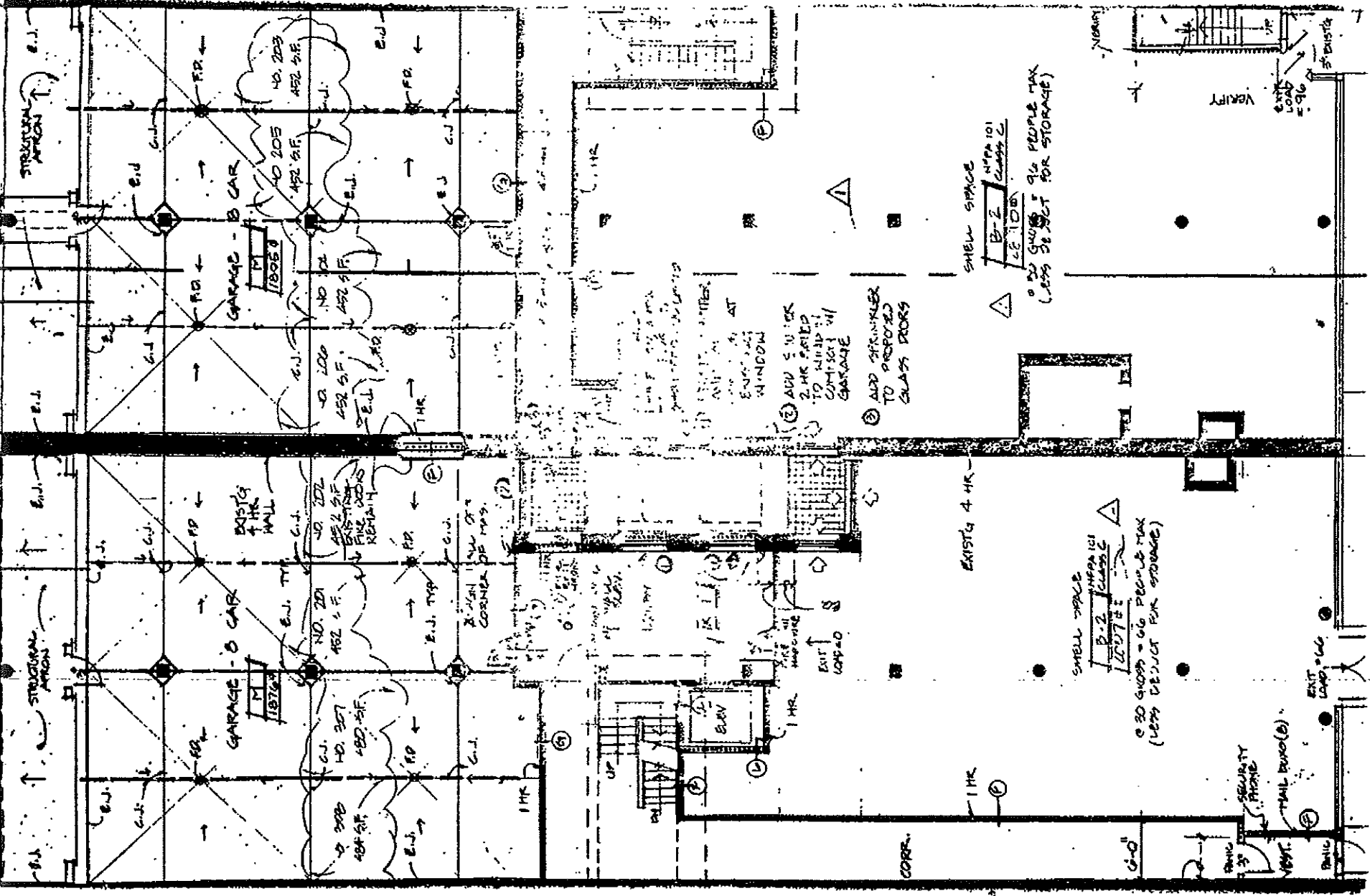


BASEMENT

SHOW SPACE
 2'-2" MIN. CLEARANCE
 2'-0" CROSS TO PEOPLE MAX.
 (LESS REDUCT FOR STORAGE)

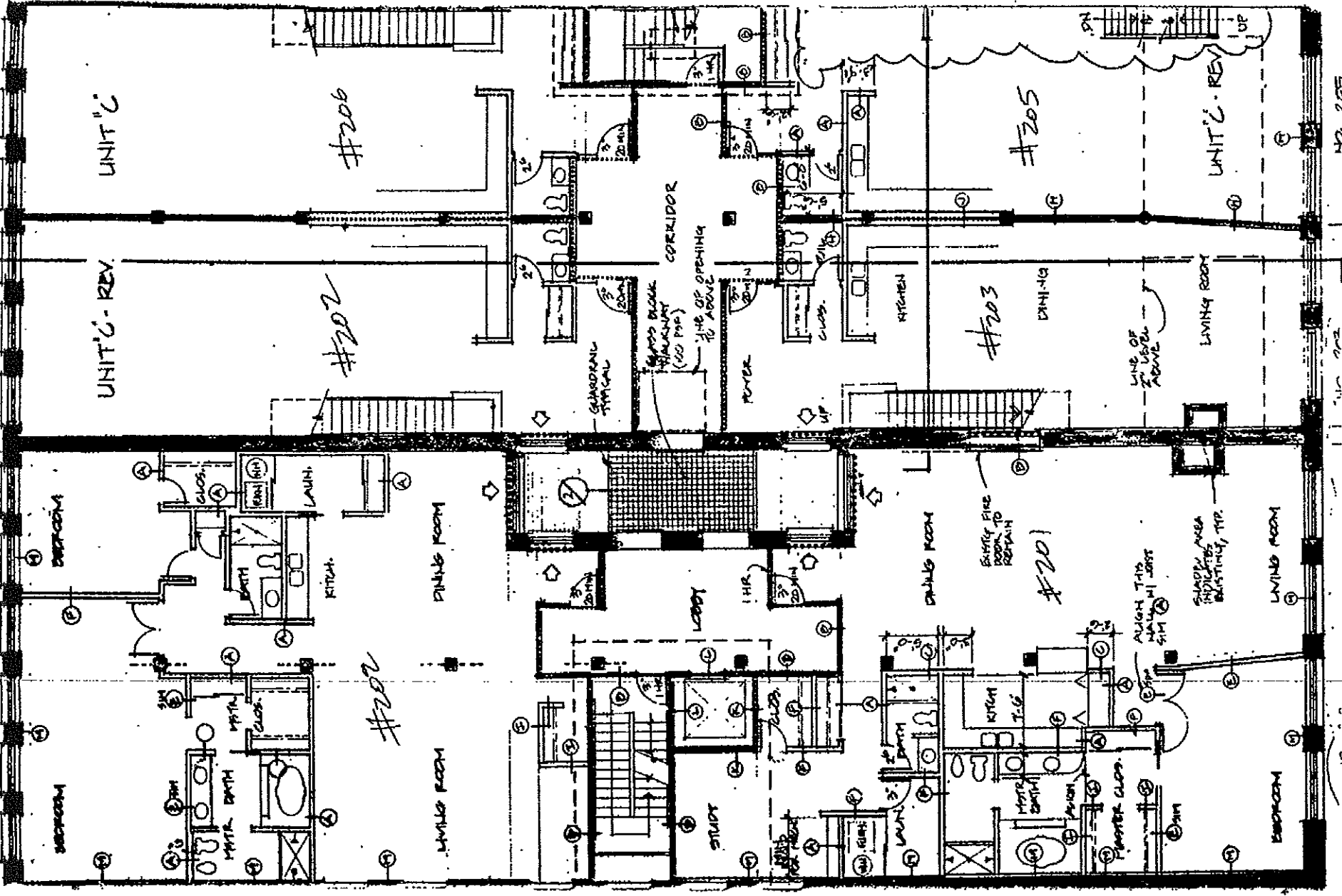


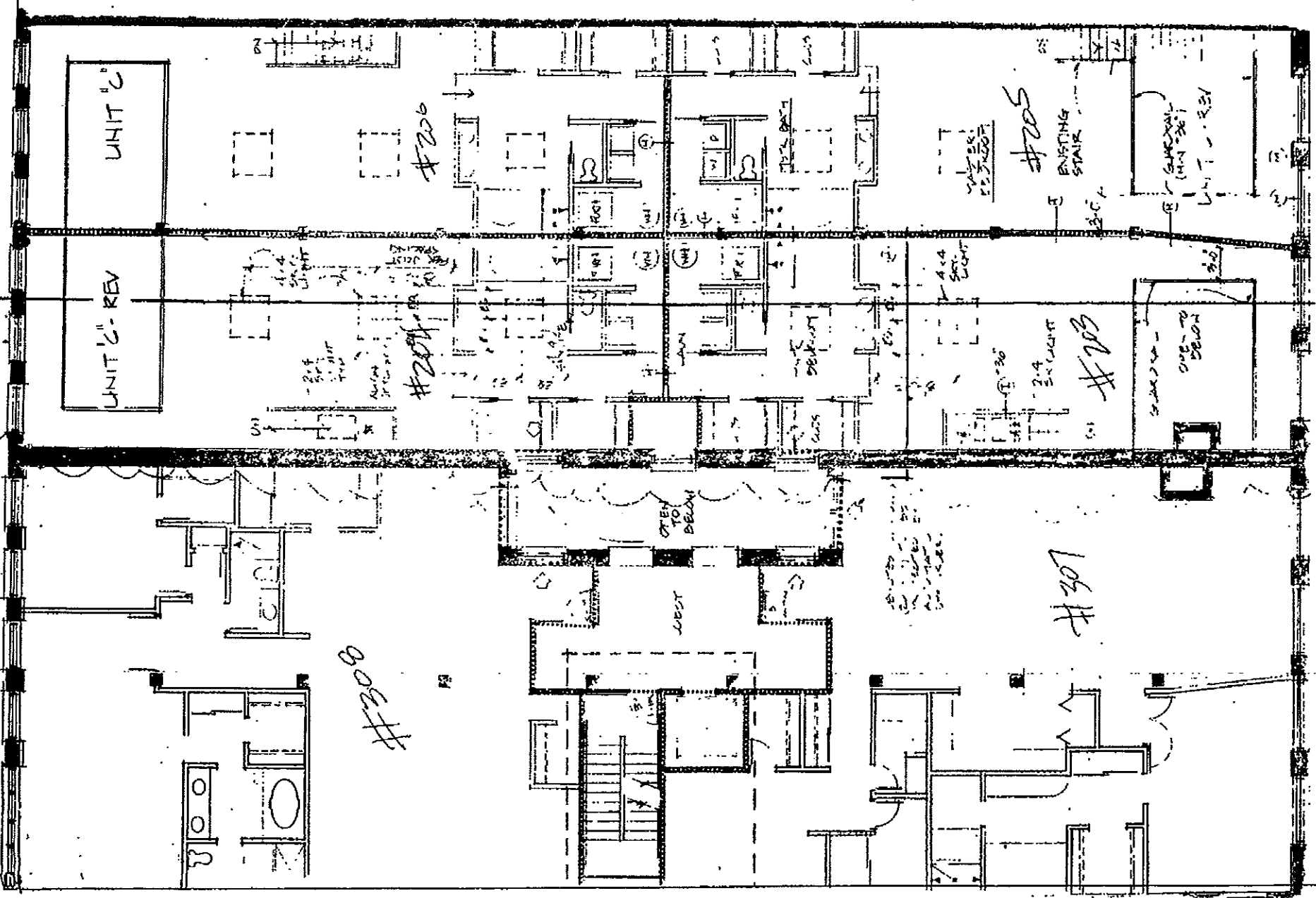
STREET Level





1st LEVEL ↑





↑
NO Level



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AMENDMENT TO
DECLARATION OF SUBMISSION TO
HORIZONTAL PROPERTY REGIME

1210-121A HOWARD STREET A CONDO - AMENDED 2-24-92
The following amendment is to a declaration of a Horizontal Property Regime
and Floor Plan originally recorded November 15, 1990 in Book 1887 at Page 236 in the
Register of Deeds Office of Douglas County, Nebraska and amended by Amendment of
Floor Plan of Howard Street Condo, recorded January 16, 1992 in Book 993 at Page 1387
and amendment of the Floor Plan also on January 23, 1992 in Book 994 at Page 142.

The following items are amended to read as follows:

16. Insurance.

16 (b) The Association shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage, debris removal, cost of demolition and water damage endorsements, ensuring the Common Elements and the Units and covering the interests of the Association, the Board and all Units Owners and their mortgages, as their interests may appear (subject, however to the loss payment and adjustment provisions in favor of the Board and the Insurance Trustee contained in paragraphs (f), (g) and (h) of this Section 16), in an amount equal to 100% of the then current replacement cost of the Common Elements and the Units (exclusive of the Parcel, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amounts to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). Such policy shall also provide:

16 (e)(v) A "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner.

The Board shall review such limits once a year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

16 (d) The Association may obtain and maintain:

16 (j) The Owner of any Condominium Unit (including any mortgagee thereof) may obtain additional insurance at his own expense; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Association, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Section 16 or if written by another carrier, shall provide that it shall be without contribution as against the same. The Declarant recommends to be obtained by the Association, a "tenant's Policy", or equivalent, to insure against loss or damage to personal property (including but not limited to furniture, furnishings, equipment and other personally used or incidental to the use or occupancy of the Unit) from fire, vandalism, or malicious mischief, theft, personal liability and the like.

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BK 997 N Comp C/O FEE 12-50
PG 23-103 DEL IN MC X
OF Mus Comp F/B 23-39235

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GEORGE J. BUSLEY, C.Z.
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

IN WITNESS WHEREOF, the undersigned partnership owns at least 67% of all of the condominium units which are the subject of the foregoing Declaration of Submission Horizontal Property Regime, and said partnership does hereby approve and consent to the execution and recordation thereof.

HOWARD STREET PARTNERSHIP

By *[Signature]*
Spaghetti Works Restaurants, Inc.,
Managing Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 21 day of February, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally known, who being by me duly sworn did say that he is a partner of Howard Street Partnership, the partnership named in the foregoing instrument, and said Brent Lambi acknowledged said instrument to be his own free act and deed and thus the free act and deed of said corporation.

[Signature]
Notary Public
