



**THE DECLARATION OF
TEN40 O CONDOMINIUM**

mail
After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

The undersigned (“**Declarant**”) creates a Condominium in the manner established by the Nebraska Condominium Act, Neb. Rev. Stat. § 76-825 to 76-894 (“**Act**”).

1. DEFINITIONS.

The terms used in this Declaration (“**Declaration**”) shall have the meanings state in the Act, unless otherwise defined. Additional and supplemental definitions are as follows:

A. “**Articles**” means the Articles of Incorporation of the Association as they may be amended.

B. “**Association**” means Ten40 O Condominium Association, a Nebraska nonprofit corporation.

C. “**Executive Board**”, “**Board of Directors**” or “**Board**” means the governing body of the Association.

D. “**Building**” means the building located upon the Property containing the Units and Common Elements as shown on the Plats and Plans.

E. “**Bylaws**” means the Bylaws of the Association adopted by the Board pursuant to the terms of the Bylaws, as they may be amended.

F. “**Commercial Units**” shall include the lower level and first floor commercial Units of the Building, subject to the Development Rights described in paragraph 7 below.

G. “**Common Expenses**” means the expenses and liabilities incurred by the Association for the administration, maintenance, repair, replacement, operation, insurance and management of the Condominium pursuant to the requirements imposed upon the Association by this Declaration and the expenses and liabilities described in this Declaration.

H. “**Condominium Documents**” means this Declaration, the Articles, the Bylaws and the Rules and Regulations.

I. “**First Mortgage**” means a first mortgage, deed of trust, or other document pledging a Unit as security for the payment of a debt or obligation.

J. “**First Mortgage Lender**” a means any person, corporation, partnership, trust, company, association, or other legal entity which takes, owns, holds, or receives a First Mortgage.

K. “**Member**” means every individual or entity who is a record Owner of a fee or undivided fee interest in any Unit. If the ownership of a Unit is held in more than one name, the Owners shall designate one person for voting purposes (“**Voting Member**”). There shall be one class of membership in the Association.

L. “**Mortgage**” means any mortgage, deed of trust, or other document pledging a Unit as security for the payment of a debt or obligation.

M. “**Mortgage Lender**” means any person, corporation, partnership, trust, company, association, or other legal entity which takes, owns, holds, or receives a Mortgage.

N. “**Owner**” means any individual, corporation, partnership, association, or other legal entity, holding legal title to a Unit, but does not include any such person or entity having an interest solely as security for an obligation.

O. “**Plats and Plans**” are attached as Exhibit “A” and incorporated herein by this reference. References to “**Civil**” elevations on Exhibit “A” refers to the NAVD88 (City Datum).

P. “**Redevelopment Agreement**” means the City of Lincoln, Nebraska Redevelopment Agreement (1040 O Street Redevelopment Project) dated March 4, 2021, and related exhibits and easements, between the City of Lincoln, Nebraska (“**City**”) and BIC Development, LLC, predecessor in interest to Declarant, regarding development and use of the Property, use of the Building façade, and imposing certain restrictions and obligations upon the Declarant and future owners as provided for in the Redevelopment Agreement, including, but not limited to, Section 302.B. and Section 503 hereof, the Façade Easement Agreement which is filed of record against the Property, as Instrument No. 2021033128, and the Memorandum of Redevelopment Agreement & Use Restrictions which is filed of record against the Property, as Instrument No. 2021031544. The Redevelopment Agreement was assigned from BIC Development, LLC to Declarant pursuant to an Assignment and Assumption of Redevelopment Documents dated April 20, 2021, which is filed of record against the Property, as Instrument No. 2021056438.

Q. “**Residential Units**” shall include the residential Units of the Building, subject to the Development Rights described in paragraph 7 below.

R. “**Residential Units Limited Commons**” shall mean the undivided interest in the Limited Common Elements that serve or benefit the Residential Units and the corresponding votes

in the Association allocated to each Unit based upon Residential Limited Common Square Feet Allocated Interest as shown on Exhibit "B".

S. **"Rules and Regulations"** means the rules and regulations adopted by the Board pursuant to the terms of the Bylaws, as they may be amended.

T. **"Total Allocated Interest"** means the undivided interest in the Common Elements, Limited Common Elements, and Residential Units Limited Common Elements, and votes in the Association allocated to each Unit as shown on Exhibit "B".

U. **"Unit"** is that portion of the Condominium shown or designated in the Plats and Plans for individual ownership and having a separate identifying number. The Unit boundaries are more particularly described in paragraph 4 below.

2. **NAMES.** The name of the Condominium is Ten40 O Condominium (the **"Condominium"**). The name of the Association is Ten40 O Condominium Association, a Nebraska nonprofit corporation.

3. **DESCRIPTION.** The Condominium is situated in Lancaster County, Nebraska on the following described real estate (**"Property"**):

Lots 20-21, Block ⁴²43, Original Plat of Lincoln, Lancaster County, Nebraska.

4. **UNITS; BOUNDARIES.** The Condominium shall initially contain twenty-two (22) Units. The boundaries of each Unit, including the Unit's identifying number, are shown on Exhibit "A", which is attached hereto and incorporated herein by this reference. The boundaries of each Unit are the unfinished interior surface of the walls around the exterior of the Unit, and the unfinished surfaces of the ceiling and floor of the Unit. All space, interior partitions, and other fixtures and improvements located within the boundaries of a Unit are part of the Unit, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the walls, floor and ceiling are part of the Unit.

5. **COMMON ELEMENTS.** The Common Elements are all portions of the Condominium other than the Units. Certain Common Elements serving or benefiting one or more Units described below are sometimes referred to herein as a **"Limited Common Element"**.

A. All portions of the walls, floors, ceilings, improvements or spaces that are not part of the Units are a part of the Common Elements.

B. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture or improvement lies partially within and partially outside the boundaries of a Unit, any portion serving any portion of that Unit is a Limited Common Element allocated to that Unit. Any portion serving any portion of two Units is a Limited Common Element allocated to those two Units.

- C. Any space or spaces designated as Limited Common Element on Exhibit "A" located outside a Unit's boundary that serves or benefits any portion of two or more Units is a Limited Common Element allocated to those two or more Units.
 - D. All chases located within the interior walls of the Units that are identified on Exhibit "A" are Limited Common Elements allocated to those Units served.
 - E. Any permitted signs, shutters, awnings, window boxes, doorsteps, stoops, balconies, 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 exclusively to that Unit.
6. SPECIAL DECLARANT RIGHTS. Notwithstanding any contrary provision herein, the Declarant reserves the right, at any time, to exercise any or all of the following rights:
- A. To complete improvements indicated on the Plats and Plans attached as Exhibit "A", at its sole cost and expense;
 - B. Modify Unit boundaries of any Unit owned by Declarant, combining or subdividing Units, adding to or subtracting from the total number of Units, Common Elements or both, including designation of specified portions of the Common Elements as Limited Common Elements. To exercise this right, Declarant shall prepare, execute and record an Amendment to this Declaration including the Plats and Plans, assigning an identifying number to each new Unit created and reallocating the Total Allocated Interests shown on Exhibit "B" and Not to Protest Valuations shown on Exhibit "C" among all Units. The Amendment must also describe any Common Elements created thereby, designating Limited Common Elements and the Units to which each is allocated. The boundaries of any Unit not owned by Declarant, including any Limited Common Elements allocated thereto, shall not be altered pursuant to this subparagraph 6.B. without the prior written consent of the Owner of such Unit.
 - C. Declarant may maintain sales offices, management offices, signs advertising the Condominium, and models. Any Units within the Condominium owned by the Declarant may from time to time be used for such purposes in the Declarant's sole discretion.
 - D. Create or use easements through the Common Elements and Limited Common Elements within the Condominium for the purpose of completing improvements shown on the Plats and Plans or making other improvements within the Condominium, in reasonable manner.
 - E. Final Plats and Plans for the Building improvements are preliminary and subject to change. Except as provided in the Redevelopment Agreement, Declarant may modify the Plats and Plans and the Total Allocated Interests as they touch and concern the Building. The Declarant shall prepare and record an Amendment to

this Declaration including the revised Plats and Plans, and the revised Total Allocated Interests for the Building. The expense of preparation of the Amendment, revisions of the Plats and Plans, the reallocation of the Total Allocated Interests, and recording fees shall be paid by the Declarant.

- F. To enforce the Redevelopment Agreement provisions applicable to the Owners and Association.
- G. To carry out and implement the Development Rights described in paragraph 7 below.

Declarant's rights under this paragraph may be transferred in accordance with the Redevelopment Agreement by written instrument recorded in the office of the Register of Deeds of Lancaster County, Nebraska and indexed against every Unit of the Condominium.

7. DEVELOPMENT RIGHTS. The Declarant hereby reserves the following Development Rights to be exercised at a later date:

- A. Subdivide Units. Declarant hereby reserves the right to further subdivide the Units and amend the Total Allocated Interests and exhibits accordingly. Declarant must file an amendment to the Declaration to reallocate all the Total Allocated Interests of the Unit among the Units created by the subdivision in a reasonable manner.

8. TOTAL ALLOCATED INTERESTS. The Owner of each Unit shall own an undivided interest in the Common Elements as a tenant (or tenants) in common with all the other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements on a nonexclusive basis for the purposes incidental to the use and occupancy of said Unit, and such other incidental uses as may be permitted by this Declaration, which right shall be appurtenant to and run with such Owner's Unit. Each Unit's allocated percentage of undivided interest in the various Common Elements and the formulas utilized to establish those allocations are set forth on Exhibit "B". The same formulas shall be used to revise the Total Allocated Interests in the event any Units are subdivided or boundaries of a Unit are changed.

9. SUBDIVISION; REALLOCATION OF BOUNDARIES.

- A. Subdivision of Units. With the written approval of the Board, a Unit may be subdivided into two or more units by the Owner of such Unit. Upon approval, the Board shall prepare and record an Amendment to this Declaration including the Plats and Plans, and the Total Allocated Interests shown on Exhibit "B" shall be reallocated. The expense of preparation of the Amendment, reallocation of the Total Allocated Interests, and recording fees shall be paid in advance or assessed against the Units affected. This paragraph shall not be deemed to modify or limit any rights of Declarant under paragraph 6 above.
- B. Reallocation of Unit Boundaries. The boundaries between adjoining Units may be reallocated by an Amendment to the Declaration upon application to the

Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of the Total Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty (30) days that the reallocations are unreasonable, the Board shall prepare and record an Amendment to this Declaration including the Plats and Plans, and the Total Allocated Interests shown on Exhibit "B" shall be reallocated. The expense of preparation of the Amendment, reallocation of the Total Allocated Interests, and recording fees shall be paid in advance or assessed against the Units affected.

10. USE OF COMMON ELEMENTS AND EASEMENTS.

- A. Common Elements. Each Owner shall have the right to use the Common Elements for their intended purpose and shall have an easement over the Common Elements for that use.
- B. Limited Common Elements. Each Owner shall have the right to use any Limited Common Elements assigned to their Unit and shall have an easement over the assigned Limited Common Elements for that use.
- C. Support Easement. Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and Common Elements.
- D. Encroachment Easement. In the event any Unit or Common Element was constructed so as to or due to reconstruction or movement of the Building, does encroach upon an adjoining Unit or the Common Elements, the Owner of the Unit or the Association, if it is a Common Element, shall have an easement upon the adjoining Unit or Common Elements to the extent of the encroachment.
- E. Association Easement. The Association, its employees, agents and contractors shall have a blanket access and use easement throughout the Condominium, specifically including any Unit, which may be necessary or desirable to enable the Association, Board or Managing Agent to perform their obligations and duties under the Condominium Documents; provided that such party shall provide at least twenty-four (24) hours prior written notice to a Unit Owner for access and use of a Unit (except for emergencies in which written notice shall not be required).
- F. Easements. The Board may grant easements, leases, licenses and concessions over the Common Elements and Limited Common Elements for the installation and maintenance of utilities and service to the Units and for such other purposes as may be necessary or desirable to enable the Association, Board or Managing Agent to perform their obligations and duties under the Condominium Documents.
- G. Agreement to Grant Future Easements for Sign. It is recognized and agreed by Unit Owners hereto that their mutual cooperation is desirable for the design, construction, installation, and maintenance of future Commercial Unit signage

abutting the exterior façade of its Unit (directly or including the intervening Common Element wall of said Commercial Unit) and a Limited Common Elements wall that is exclusively designated to said Commercial Unit. The Commercial Unit Owners agree to grant to each other and the Condominium Association the necessary and desired rights, licenses and easements to enter and make use of portions of their respective Units and Common Elements during design, construction, installation, and maintenance of signage, without additional consideration, in order for the Commercial Units and Common Elements and any and all of their related improvements to be functional and useful. Such sign easements, licenses and rights as are then presently definable or describable are to be granted by the Board in one or more operating agreements or other documents and instruments. The Board may adopt design standards for signs or signage. Any sign that is approved by the Board shall also comply with the City of Lincoln sign ordinance.

11. UNIT 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 recognized by law, shall include the following appurtenances:
 - i. an undivided interest in the Common Elements;
 - ii. the right to use, occupy and enjoy the Common Elements and Limited Common Elements, subject to the provisions of the Condominium Documents;
 - iii. the easements and licenses described in paragraph 10 above; and
 - iv. membership in the Association.
- B. Restraint against Separation.
 - i. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.
 - ii. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.
 - iii. The shares in the Common Elements and Limited Common Elements appurtenant to the Units shall remain undivided and no action for partition of the Common Elements or Limited Common Elements shall lie.

- C. Allocations; Liability for Common Elements Expenses. Each Unit Owner shall have an undivided interest in the Common Elements and be liable for a portion of the Common Expenses, in accordance with the Total Allocated Interests as shown in Exhibit "B".
- D. Easements and Restrictions of Record. Each Unit Owner shall be bound by and subject to all easements and restrictions as described herein and shown on the Plats and Plans.
- E. Separate Taxation of Units. Each Unit shall be separately taxed and assessed and each Unit Owner shall pay all taxes and assessments therefore. A Unit Owner shall not protest the valuation of any Unit so long as it does not exceed the amount established in Exhibit "C", which is attached hereto and incorporated herein by this reference, and, if the valuation of a Unit exceeds the minimum assessed value established in Exhibit "C", the Unit Owner shall not, at any protest of the valuation, seek to have the valuation reduced below the minimum assessed value established in Exhibit "C", all as provided in the Redevelopment Agreement. The Declarant's obligation under the Redevelopment Agreement not to protest any total value of the Property of less than Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000) is being allocated among the individual Units by the Declarant in accordance with this subparagraph 11.E. and Exhibit "C" and shall be enforced by the Association.

12. ASSOCIATION RESPONSIBILITY AND MEMBERSHIP.

- A. Responsibility. The Association shall be responsible for the administration, maintenance, repair, replacement, operation and management of the Condominium and the Common Elements, and shall fulfill its duties pursuant to the Condominium Documents. The Association shall have the right to hire one or more persons or entities, including a Managing Agent, contractors and employees to perform its obligations.
- B. Membership. Every person or entity who becomes an Owner shall be a member of the Association. Any person or entity who holds an interest merely as security for an obligation shall not be a member.
- C. Membership Voting Rights for Directors. The Members of the Condominium Association shall have the right to elect the directors of the Board of Directors, subject to the qualification requirements for such directors provided in the Bylaws, and subject to the terms and conditions of the Declaration. For the election of directors, voting rights in the Condominium Association shall be allocated to the Owner(s) of a Unit based upon that Unit's Total Square Feet Allocated Interests as shown on Exhibit "B". The Members may only cumulate voting for the purpose of electing the directors of the Board.

- D. Membership Voting Rights for All Other Matters. All other voting rights in the Condominium Association shall be allocated to the Owner(s) of a Unit based upon the Unit's Total Square Feet Allocated Interests as shown on Exhibit "B".

13. ADMINISTRATION MANAGEMENT.

- A. Duty of Board. The administration and management of the Condominium shall be the responsibility of the Board whose actions shall be governed by the Condominium Documents. The Board shall dutifully manage the Condominium for the mutual benefit of all Owners.
- B. Management Contracts. The Board is authorized to enter into contracts or other agreements necessary or desirable for the performance of its duties and obligations under the Condominium Documents. It is expressly contemplated that the Board will contract for professional property management for the day-to-day administration and operations of the Association.
- C. Annual Budget. The Board shall adopt an annual budget for the Condominium and within thirty (30) days of its adoption provide a summary of the budget to all Owners, and set a meeting date to consider ratification of the budget not less than fourteen (14) or more than thirty (30) days after mailing of the summary ("**Ratification Meeting**"). The budget shall be ratified unless rejected at the Ratification Meeting by two-thirds (2/3) of the total votes in the Association whether or not a quorum is present. In the event the proposed budget is rejected, the annual budget last ratified by the Owners shall be continued until the Owners ratify a new budget proposed by the Board.
- D. Rules and Regulations. The Board shall have the power to approve Rules and Regulations and to alter, replace or create additional Rules and Regulations.

14. USE AND OCCUPANCY.

- A. Residential Units. A Residential Unit shall be used primarily for residential purposes; provided that, a residential Owner may reasonably operate a business within the Unit. If a business is operated within a Unit, there shall be no window or door business signage and no business signage permitted that is visible from any public street, public alley, Common Element or Limited Common Element.
- B. Rental of Units. Residential Units may be rented on a short or long term basis; provided, any rental shall comply with all applicable local, state and federal laws and regulations. amendment to this provision shall require the unanimous written consent of all Unit Owners.
- C. Restrictions During Tax Increment Period. During the Tax Increment Period, defined in the Redevelopment Agreement, no portion of the Condominium included as part of the Redeveloper Property under the Redevelopment Agreement

shall be used for any of the uses listed in Section 503 of the Redevelopment Agreement.

- D. Nuisance. No noxious or offensive activity shall be permitted within the Condominium, or anything which is an annoyance or nuisance or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Units. The Board may adopt in its Rules and Regulations specific requirements to control and remedy any nuisance.
 - E. Smoking. Smoking shall not be allowed anywhere within any Common Elements located within the Property.
 - F. Signage. No building sign, Commercial Unit sign, Commercial Unit window sign or other Commercial Unit sign or signage visible from any public street, public alley, Common Elements or Limited Common Elements shall be allowed to be placed, hung or attached on a Unit, Common Elements, or Limited Common Elements without the prior written approval of the Board, which approval shall not be unreasonably withheld, conditioned or delayed. The Board may adopt design and operation standards for Commercial Unit signs or signage. Any building or Commercial Unit signage that is approved by the Board shall also comply with the City of Lincoln sign ordinance.
 - G. Exterior Restrictions. No exterior television or radio antenna, satellite receiving station or dish shall be permitted on any portion of the exterior walls of the Building, but shall be permitted on the roof of the Building, subject to the approval of the Board as to location, specifications of said equipment and rules and regulations. Heating, ventilation and air conditioning units, dryer pipes and dryer hoods and other utilities shall be permitted on the roof of the Building, subject to the approval of the Board as to location, specifications of said equipment and rules and regulations. Unless otherwise authorized by the Board of the Association, no Owner or its visitors or guests shall be permitted to use the roof for any other purposes.
 - H. Legal Compliance. The Condominium and each Unit shall comply with and observe all laws, zoning and building code requirements, and other rules, regulations and requirements of governmental bodies having jurisdiction over the Condominium.
15. MAINTENANCE, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SERVICES.
- A. Units. Each Unit shall be maintained by the Unit Owner at the Unit Owner's sole expense. Notwithstanding this general provision for maintenance, the Board may adopt specific maintenance requirements which requirements shall be uniform. If any Unit Owner fails or refuses to maintain their Unit, the Association may perform the required maintenance and assess the costs against the Unit and Unit Owner.

- B. Common Elements. The Common Elements shall be administered, maintained, repaired, and replaced by the Association for the benefit of all Owners. The cost of such administration, maintenance, repair and replacement shall be a Common Expense of all Owners, subject to and in accordance with this Declaration.
- C. Limited Common Elements. The Limited Common Elements shall be administered, maintained, repaired, and replaced for the benefit of the Owners of the Unit(s) to which the Limited Common Elements are assigned. The cost of such administration, maintenance, repair and replacement shall be a Common Expense of such Units.
- D. Negligent or Intentional Damage. An Owner shall be solely responsible for any damage anywhere in the Condominium caused by negligent or intentional actions of the Owner or the Owner's guests or invitees. The Association may repair such damage and all costs and expenses incurred by the Association shall be assessed against the responsible Owner's Unit. In the event insurance covers any portion of the expenses or costs, the Owner shall be responsible for the balance.
- E. Association Services. The Association shall provide to the Owners the following services which shall be paid for out of the Common Expense assessment:
- i. exterior maintenance and repairs of the Building and other improvements situated within the Common Elements;
 - ii. administration and management of the Condominium, including the following:
 - (1) enforcement of the covenants, conditions, and restrictions set forth in the Condominium Documents, together with enforcement of all obligations owed to the Association by the Owners, and
 - (2) performing all other acts required of the Association by the Condominium Documents;
 - iii. inspection, maintenance, repair and replacement of: walkways, walkway lighting; Common Elements; exterior lighting, etc.
 - iv. trash removal from designated collection points and cost allocations as determined by the Board;
 - v. utility services for those utilities not separately metered for any Unit; and
 - vi. except as otherwise provided herein, inspection, maintenance, and repair of all utility lines and facilities within the Condominium which are not

inspected, maintained, and repaired by the supplier of such service or other entity.

- F. Hiring Assistance or Managing Agent. The Board on behalf of the Association shall have the right to hire the Declarant or one or more persons or entities, including a Managing Agent, contractors, and employees, to perform certain of its obligations.
- G. Maintenance and Other Responsibilities During Tax Increment Period. Notwithstanding any provision above to the contrary, during the Tax Increment Period defined in the Redevelopment Agreement, each Unit Owner, at its expense, shall comply with the following provisions (collectively the “**Applicable Provisions**”):
- i. shall maintain its respective Unit, and the Association shall maintain the Common Elements and Limited Common Elements in accordance with Section 205 of the Redevelopment Agreement;
 - ii. shall be, along with the Declarant, and the Association, subject to the use restrictions contained in Section 503 of the Redevelopment Agreement;
 - iii. finish the Unit Owner’s Private Improvements that a Unit Owner has contracted to complete and pay, obtain and supply the City with lien waivers for Unit Owner’s Private Improvements, if requested by the City, pursuant to Section 203 of the Redevelopment Agreement. The City is entitled to inspect at reasonable times all records of the Unit Owner or its agents regarding such lien waiver procedures;
 - iv. shall not convey its respective Unit or Private Improvements or any portion thereof, to any entity which will result in such property being exempt from ad valorem taxes as described in Section 507 of the Redevelopment Agreement;
 - v. shall pay all real property taxes levied upon its respective Unit and Private Improvements prior to the time the taxes become delinquent pursuant to Section 508 of the Redevelopment Agreement;
 - vi. shall meet the insurance requirements and conditions for its respective Unit and Private Improvements stated in Section 611 of the Redevelopment Agreement; and
 - vii. shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, religion, sex, color, national origin, ancestry, disability, age or marital status pursuant to requirements of Section 1003 of the Redevelopment Agreement.

- viii. shall meet the other terms and conditions of the Redevelopment Agreement that the Owner is responsible under the Condominium Documents.

16. COMPLIANCE WITH PROVISIONS OF THE REDEVELOPMENT AGREEMENT AND CONDOMINIUM DOCUMENTS.

- A. Each Owner by acceptance of a deed and each guest or visitor by entry upon the Condominium, agrees to comply strictly with the provisions of the Condominium Documents, and the decisions and resolutions of the Association, as the same may be amended from time to time. The Association, or any Owner, shall have the power to enforce the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, and the decisions and resolutions of the Association by any of the following means:
 - i. by commencing actions to restrain and enjoin any breach or threatened breach of the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, or decisions and resolutions of the Association;
 - ii. by commencing actions to recover damages for breach of any of the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, or decisions and resolutions of the Association;
 - iii. by levying and collecting from any Owner, after notice and an opportunity for hearing as provided in the Bylaws, reasonable and uniformly applied nondiscriminatory fines, penalties and assessments established or in the Rules and Regulations of the Association for breach of the Applicable Provisions of the Redevelopment Agreement and the provisions of the Condominium Documents, or decisions and resolutions of the Association and its Board by such Owner, visitor or guest.
- B. All attorneys' fees and other costs of enforcing the Redevelopment Agreement and Condominium Documents, or decisions and resolutions of the Association, incurred by the Association, or an aggrieved Owner, shall be assessed against the Owner found to be in violation, and such assessment shall become a lien against such Owner's Unit and shall be enforced and collected in the same manner as all other assessments.

17. ASSESSMENT FOR COMMON EXPENSES.

- A. All Owners shall pay the annual and special assessments levied by the Association to meet the Common Expenses and reasonable reserves. Assessments shall be based upon the Total Allocated Interests of the Units as established in Exhibit "B", except in the case of assessments for maintenance or repair of Limited Common

Elements or other assessments provided in the Condominium Documents, which will be assessed against the particular Units benefited or affected.

- B. Annual assessments for the estimated Common Expenses shall be payable in installments and due as reasonably determined by the Board. The Association shall cause to be prepared and delivered or mailed to each Owner at least once each year a payment statement settling forth the estimated Common Expense assessments for the ensuing year. At the end of each calendar year, the Board shall use commercially reasonable efforts to reconcile actual expenses against the estimated expenses and properly allocate all expenses in accordance with this Declaration, including reimbursing a Unit Owner for any overpayment in assessments and invoicing a Unit Owner for any underpayment in assessments. Upon the request of any Unit Owner, the Association, including its property manager, shall make available the books and records of the Association and such property manager for purposes of such Unit Owner auditing the assessments charged at the Unit Owner's expense.
- C. Common Expense assessments shall be the amount the Board shall reasonably determine in its budget, at least thirty (30) days in advance of each fiscal year, necessary to provide for the payment of all estimated expenses of administration, maintenance, ownership, repair, operation, addition, alteration, and improvement of the Common Elements, and personal property owned by the Association. The budget may include, but shall not be limited to, reasonable expenses for management; premiums for insurance; landscaping and care of grounds, snow removal from sidewalks, entrances and exits; common lighting; utilities not separately metered on behalf of each Unit and the Common Elements; repairs and renovations; trash collection; wages; legal and accounting fees; reasonable management fees; expenses and liabilities incurred by the Board on behalf of the Owners under the Condominium Documents; the creation of reasonable contingency reserves, working capital, and/or sinking funds; and any and all other costs and expenses relating to the Condominium. The costs of insurance may at the discretion of the Association be reasonably assessed in proportion to risk. Written notice of the annual assessment for insurance shall be sent to every Owner. The due dates shall be established by the Board.
- D. Each Owner shall be obligated to pay all charges for any separately metered utilities, including but not limited to, electricity, internet and cable television, servicing his/her Condominium Unit. In the event that any utilities are master metered, then such utility service shall be part of the Common Expense assessments and shall be allocated to the Units benefiting from such service as determined by the Board.
- E. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification, or release of the Owner from the Owner's obligations to pay the Common Expenses.

- F. The Association may levy a special assessment for the purpose of defraying, in whole or in part, any deficit remaining from a previous period and the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolition, replacement, or maintenance of the Common Elements, including any related fixtures and personal property. Such assessments shall be levied in the same manner as other assessments and shall be due and payable as the Board may provide in the Notice of Assessment.
- G. The Board may levy a special assessment on any Unit for specific service performed for or delivered to said Unit by the Association (i) under a contract between the Unit Owner and the Association; (ii) due to the failure of the Unit owner or its visitors and guests to comply with the Condominium Documents; and (iii) due to the actions of the Unit Owner or its visitors and guests which causes damage anywhere in the Condominium.

18. LIEN OF ASSESSMENTS. The Owners of each Unit shall pay the annual and special assessments levied pursuant to the Condominium Documents. Each assessment shall be a personal obligation of the member who is the Owner of the Unit assessed at the time of the assessment, shall bear interest at the rate of sixteen percent (16%) per annum from the date established by the Board until paid and, when shown of record, shall be a lien upon the Unit assessed to the extent permitted by law.

19. CAPITAL IMPROVEMENTS. Annual and special assessments, other than for capital improvements, may be levied by the Board. Any special assessment for capital improvements shall be approved by the affirmative vote of Unit Owners representing sixty-seven percent (67%) of the Total Square Feet Allocated Interest shown on Exhibit "B", for the applicable Common Element, 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, subject to the following. Replacements of or reasonable upgrades to existing improvements (i.e. new elevator, new roof, etc.), and improvements required by a governing jurisdiction in order to continue to legally operate the Condominium shall not be considered "new" capital improvements to the Property for purposes of this paragraph. The Declarant acknowledges and agrees that in no event shall any of the Unit Owners be allocated any assessment, cost or expense relating to the initial development of the Condominium and each of the Building located thereon, but rather such costs and expenses are the obligation of the Declarant.

20. PRIORITY OF LIEN FOR NONPAYMENT OF ASSESSMENTS. The lien of any annual or special assessment is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the recordation of the Declaration, (ii) a First Mortgage on the Unit recorded before the date on which the assessment sought to be enforced was recorded, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The lien may be foreclosed in the same manner as a mortgage.

21. ALTERATIONS OF UNITS.

- A. Except as limited by other provisions of law or this Declaration, a Unit Owner:

- i. may make any improvements or alternations to a Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;
 - ii. may not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without written approval of the Board, not to be unreasonably withheld, conditioned or delayed; and
 - iii. after acquiring an adjoining Unit or part of an adjoining Unit, a Unit Owner may remove or alter any intervening partition even if the partition is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. However, such alteration shall not be commenced until the plans for such alteration have been approved in writing by the Board, not to be unreasonably withheld, conditioned or delayed. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.
- B. Except as authorized in this Declaration, no Owner shall make any structural additions, removals or alterations to a Unit or any mechanical or electrical services, or take any other action that would affect the property of any other Owner, or any property owned and/or maintained by the Association. No proposed addition, removal or alteration by an Owner of a Unit, shall be commenced without obtaining written approval of the Board, not to be unreasonably withheld, conditioned or delayed.

22. CONDEMNATION. If any part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. Any portion of any award attributable to the acquisition of Limited Common Elements must be allocated among the Owners of the Units to which use of the Limited Common Elements are assigned at the time of acquisition.

23. INSURANCE. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available:

- A. During the construction of the Condominium and until there is substantial completion of the Condominium, Declarant has required the construction contractor to carry "builder risk" insurance, which provides Declarant as the initial Unit Owner reasonable property insurance protection. After substantial completion of the Condominium, the Association shall obtain property insurance on the Property including the Common Elements and, to the extent reasonably available, the Units (including real estate improvements and fixtures permanently attached to the real estate installed by the Unit Owners, but excluding removable trade fixtures and personal property installed by the Unit Owners), insuring against all risks of direct physical loss commonly insured against, for the benefit of the Association

and the Owners. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

Insurance policies carried pursuant to this subparagraph A. must provide that:

- i. Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Units, Common Elements or membership in the Association;
- ii. The insurer waives its right to subrogation under the policy against any Unit Owner or member of his, her or its household;
- iii. No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- iv. If, at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Any loss covered by the property policy must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Mortgage Lender under a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Except as set forth below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property covered by the policy has been completely repaired or restored, or the Condominium is terminated.

Any portion of the Condominium covered by the property policy which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) one hundred percent (100%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element 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, (i) 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, (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Owners of those

Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear, and (iii) the remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under **Neb. Rev. Stat. §76-831(a)**, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the foregoing, the Nebraska Condominium Act governs the distribution of insurance proceeds if the Condominium is terminated.

- B. Liability insurance, including medical payments insurance, in an amount determined by the Board, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and naming each Owner as an additional insured. In addition, worker compensation insurance is being provided by the construction contractor during construction of the Condominium. After substantial completion of the Condominium, the Condominium Association shall obtain worker's comp insurance pursuant to State of Nebraska law.
- C. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.
- D. An insurer that has issued an insurance policy under this paragraph shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or Mortgage Lender. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and Mortgage Lender to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

24. TORT AND CONTRACT LIABILITY. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association shall not be liable to 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 Owners or persons.

25. ADDITIONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the benefit of the Owners real property and tangible and intangible personal property that is part of an approved annual budget or has been approved by two-thirds (2/3) of the Unit Owners (provided that the acquisition and/or holding of real estate other than the Property or other assets not directly related to the management and operation of the Condominium, and the beneficial interest in any such property shall be owned by the Condominium Owners in the same proportion as their Total Allocated Interest in the Common Elements and shall not be transferable except with the transfer of a Unit. Each Owner may use such real and personal property in accordance with

the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

26. FIRST MORTGAGE LENDER'S RIGHTS. The First Mortgage Lender on any Unit, upon written request to the Association which request shall state the name and address of the First Mortgage Lender, the name of the owner and the Unit number, will be entitled to written notice of:

- A. Any proposed amendment of this Declaration effecting a change in (1) the boundaries of any Unit or any appurtenant exclusive easement rights; (2) the interest in the common or limited common elements or the liability for common expenses appurtenant to any Unit; (3) the number of votes in the Association appurtenant to any Unit; or (4) the purposes to which any Unit or the common elements are restricted;
- B. Any proposed termination of the Condominium;
- C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a First Mortgage by a First Mortgage Lender;
- D. Any delinquency in the payment of assessments or charges owed by a Unit owner of a Unit subject on which there is a First Mortgage by a First Mortgage Lender, where such delinquency has continued for a period of sixty (60) days;
- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

The following protections for the benefit of any First Mortgage Lender shall also apply:

- F. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the First Mortgage Lenders on Units to which at least fifty-one percent (51%) of the votes of Units subject to a First Mortgage held by such First Mortgage Lenders are allocated, is obtained; and
- G. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property shall require the approval of the First Mortgage Lenders on Units to which at least fifty-one percent (51%) of the votes of Units subject to a First Mortgage held by such First Mortgage Lenders are allocated.
- H. Any material amendments which establish, provide for, govern or regulate the following in the Declaration, shall require the approval of the First Mortgage Lenders on Units to which at least fifty-one percent (51%) of the votes of Units

subject to a First Mortgage held by such First Mortgage Lenders are allocated: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements; (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) responsibility for maintenance and repair of the separate portions of the Condominium; (7) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (8) boundaries of any Unit; (9) the interests in the general or limited common elements; (10) conversion of Units into common elements or of common elements into Units; (11) leasing of Units; (12) imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer or otherwise convey his or her Unit in the Condominium; (13) establishment of self-management by the Association where professional management has been required by any of the agencies of corporations of the federal government which have an interest or prospective interest in the Condominium.

If a meeting of the members of the Association is required to determine any one or more of the matters provided for in subparagraphs (F) through (H) above and the Association provides to a First Mortgage Lender the same notice of such meeting as is provided to the members of the Association, such First Mortgage Lender who does not attend the meeting and vote on the matter or issue at such meeting shall be deemed to have approved the action taken by the Association members at such meeting.

If a meeting of the members of the Association is not required for the purpose of determining any one or more of the matters provided for in subparagraphs (F) and (H) above, any First Mortgage Lender who has been provided with written notice of the intended action of the Association with regard to such matter or issue shall be deemed to have approved the matter unless the First Mortgage Lender objects in writing, and such written objection is received by the Association within fourteen (14) days after First Mortgage Lender's receipt of the written notice.

The approval of First Mortgage Lenders on Units, to which at least fifty-one percent (51%) of the votes of Units subject to a First Mortgage held by such First Mortgage Lenders are allocated, shall be required to amend any provisions in this paragraph 26.

27. REGISTRATION BY OWNER AND FIRST MORTGAGE LENDER OF MAILING ADDRESS. Each Owner shall register his/her mailing address with the Association, and except for routine statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by United States mail, postage prepaid and addressed in the name of the Owner of such registered mailing address. A First Mortgage Lender may register his/her mailing address with the Association pursuant to paragraph 26 above and all required notices or demands intended to be served upon a First Mortgage Lender under paragraph 26 above shall be sent by United States mail, postage prepaid and addressed in the name of the First Mortgage Lender to such mailing address.

28. REDEVELOPMENT AGREEMENT. The Declarant, at its election and at any time, may assign in writing its rights, titles and interests to the Association without additional consideration and the Association shall then agree to assume said rights, titles and interests in writing all or portions of the following:

- A. Parking rights as described in Article IV, Parking Rights, in the Redevelopment Agreement; and
- B. Façade Easement Agreement as described in Exhibit I of the Redevelopment Agreement.

29. AMENDMENT TO DECLARATION. The Condominium established by this Declaration may be amended, in writing, by the Unit Owners of at least two-thirds of the applicable Total Square Feet Allocated Interests as shown on Exhibit "B", at any time, unless a greater percentage is required by the Nebraska Condominium Act or by this Declaration, subject to the following:

- A. During the term of the Redevelopment Agreement, any provision requiring compliance with the provisions of the Redevelopment Agreement may not be amended without the prior consent of the City of Lincoln.

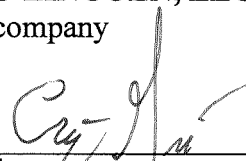
30. TERMINATION. The Condominium may be terminated in the manner provided by the Nebraska Condominium Act.

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

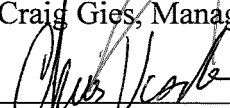
IN WITNESS WHEREOF, the Declarant has executed this Declaration of Ten40 O Condominium as of this 7 day of December, 2021.

"DECLARANT"

TEN40 O LINCOLN, LLC a Nebraska limited liability company

By: 

Craig Gies, Manager

By: 

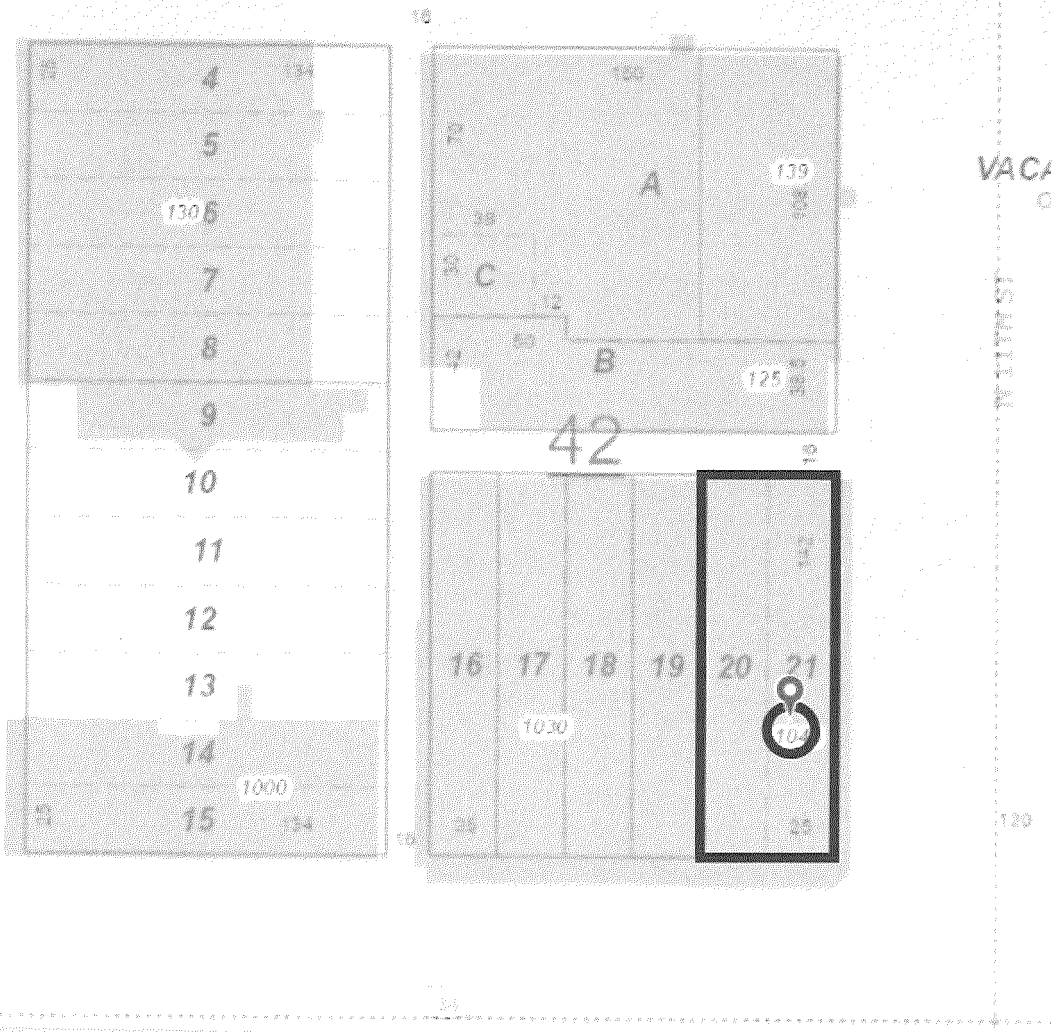
Chris Vasek, Manager

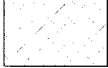
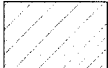

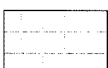
EXHIBIT "A"

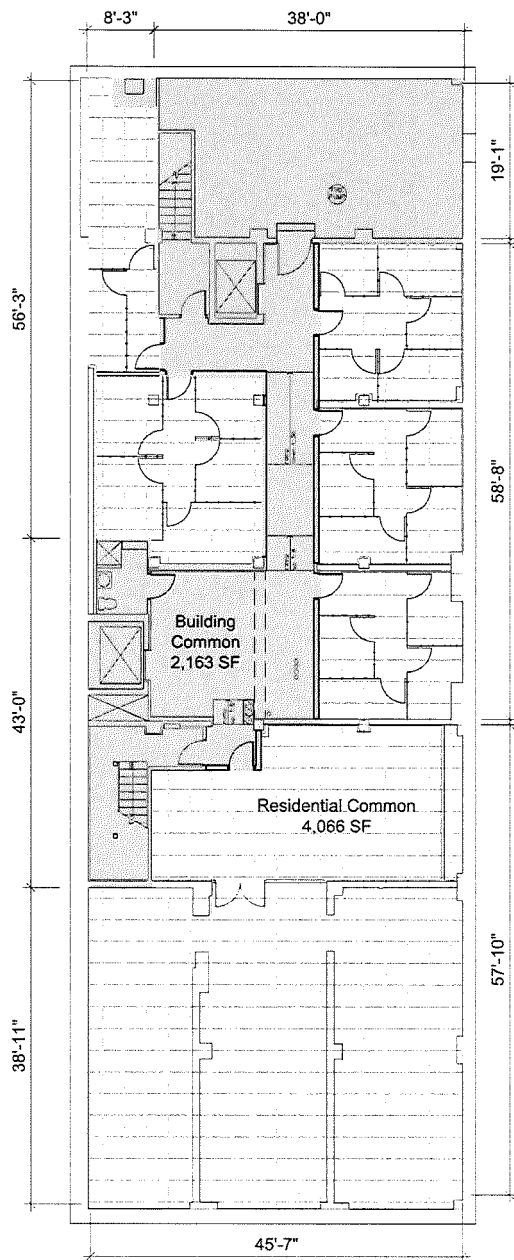
Plat and Plans of the Condominium

Lots 20 and 21, Block 42, Original Plat of Lincoln, Lancaster County, Nebraska.

LINCOLN



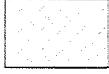



	RESIDENTIAL UNITS	0
	COMMERCIAL UNITS	0
	BUILDING COMMON	2,163
	RESIDENTIAL COMMON	4,066
TOTAL		6,229 SF

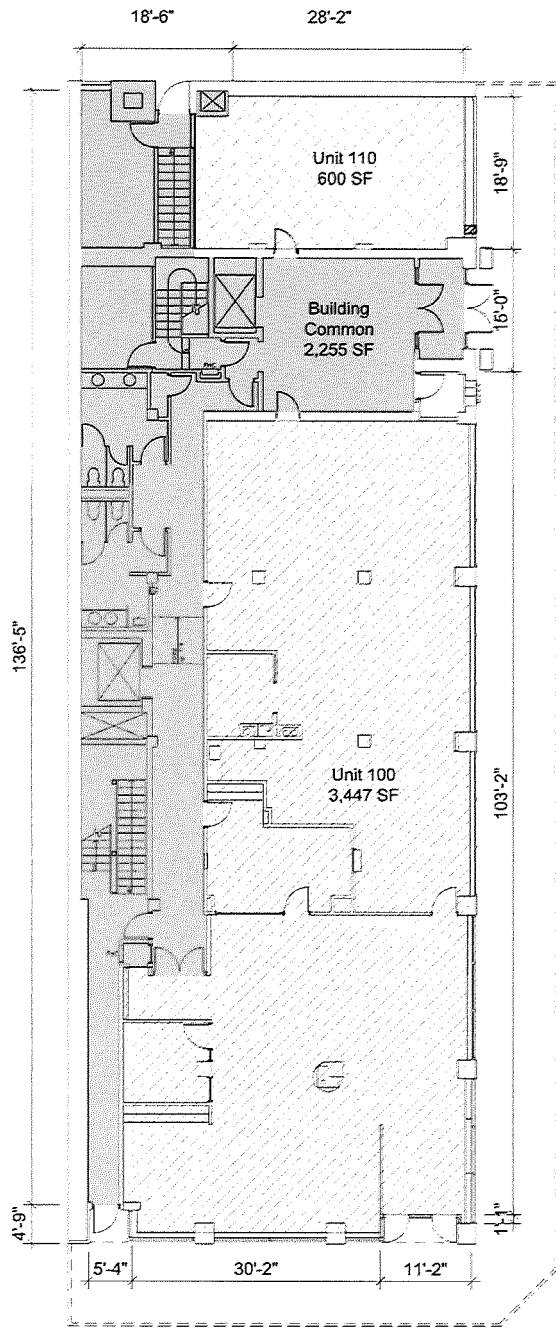


LOWER LEVEL PLAN

Ten40 Building Condominium Regime
 DECEMBER, 2021

innerspace studios
 interior architecture and space planning
 335 north 8th street, suite c
 Lincoln, Nebraska 68508
 (402) 475-7234





	RESIDENTIAL UNITS	600 SF
	COMMERCIAL UNITS	3,447 SF
	BUILDING COMMON	2,255 SF
	RESIDENTIAL COMMON	0 SF
TOTAL		6,302 SF



FIRST FLOOR PLAN

Ten40 Building Condominium Regime
DECEMBER, 2021

innerspace studios
interior architecture and space planning
235 north 8th street, suite c
Lincoln, Nebraska 68508
(402) 475-7224

	RESIDENTIAL UNITS	4,471 SF
	COMMERCIAL UNITS	0 SF
	BUILDING COMMON	312 SF
	RESIDENTIAL COMMON	470 SF
TOTAL		5,253 SF

UNIT DIMENSIONS

UNIT 210

- A 8'-0³/₈"
- B 6'-1³/₈"
- C 5'-11¹/₄"
- D 2'-3⁷/₈"
- E 5'-2¹/₈"
- F 6'-6¹/₂"
- G 3'-4"
- H 2'-6"
- I 5'-6¹/₂"
- J 21'-5³/₈"

UNIT 220

- C 31'-0¹/₂"
- D 16'-7³/₈"
- E 6'-1¹/₄"
- F 6'-6¹/₂"
- G 3'-3³/₄"
- H 2'-6¹/₈"
- I 5'-6¹/₂"
- J 22'-3⁷/₈"

UNIT 230

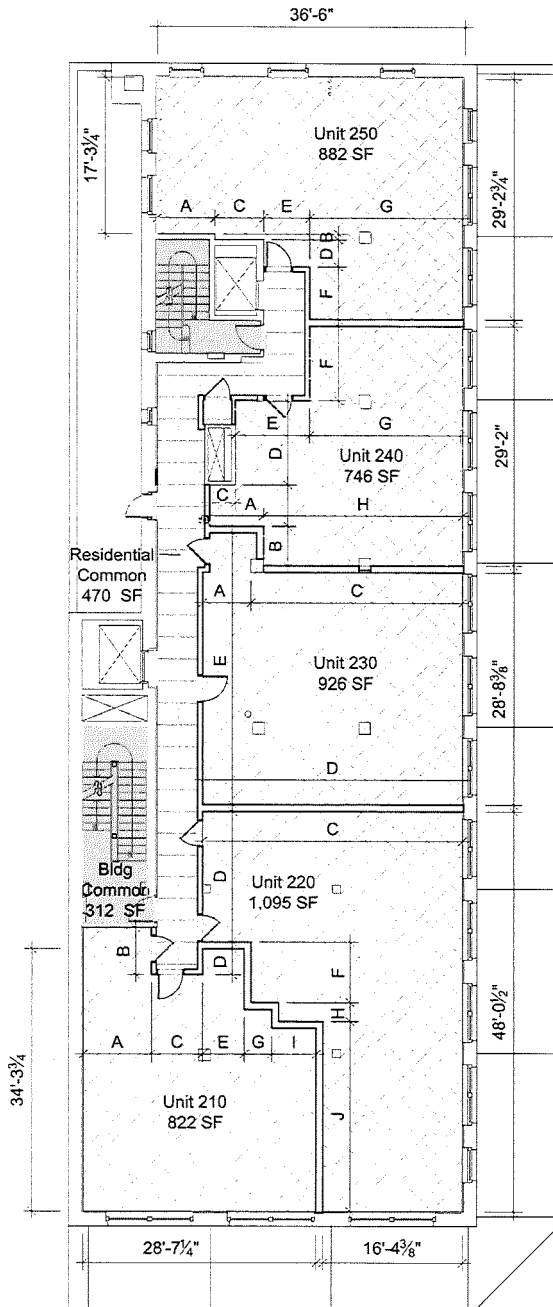
- A 6'-6¹/₈"
- B 5'-4¹/₈"
- C 24'-7"
- D 31'-0¹/₂"
- E 33'-10⁷/₈"

UNIT 240

- A 7'-5"
- B 5'-4⁷/₈"
- C 3'-9"
- D 10'-5"
- E 9'-2¹/₄"
- F 8'-6⁵/₈"
- G 18'-5⁵/₈"
- H 23'-8³/₈"

UNIT 250

- A 6'-2⁷/₈"
- B 8¹/₂"
- C 6'-5"
- D 4'-8³/₈"
- E 5'-3¹/₂"
- F 6'-8"
- G 18'-5⁵/₈"



SECOND FLOOR PLAN 2A

Ten40 Building Condominium Regime
DECEMBER, 2021

innerspace studios
interior architecture and space planning
335 north 8th street, suite c
Lincoln, Nebraska 68508

RESIDENTIAL COMMON
MECHANICAL CHASE WALLS

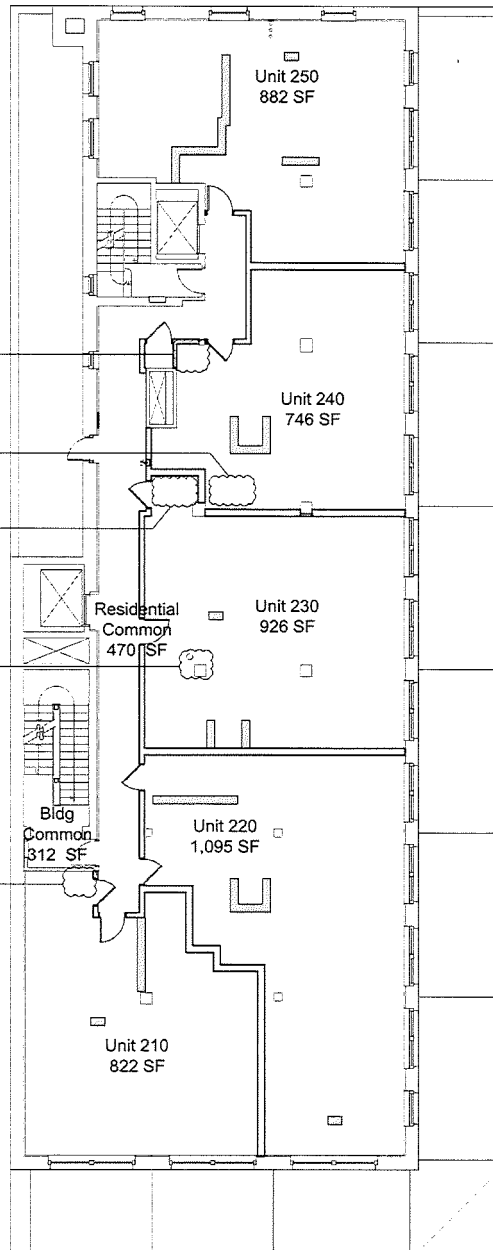
RESIDENTIAL COMMON
ROOF DRAIN PIPING AND CONDUIT

RESIDENTIAL COMMON
DUCTWORK ABOVE SHOWER CEILING

RESIDENTIAL COMMON
HEAT PUMP PIPING

RESIDENTIAL COMMON
ROOF DRAIN PIPE

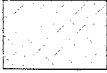


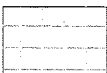
RESIDENTIAL COMMON
HEAT PUMP PIPING



SECOND FLOOR PLAN 2B

Ten40 Building Condominium Regime
DECEMBER, 2021

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interior architecture and space planning
335 north 8th street, suite c
Lincoln, Nebraska 68508

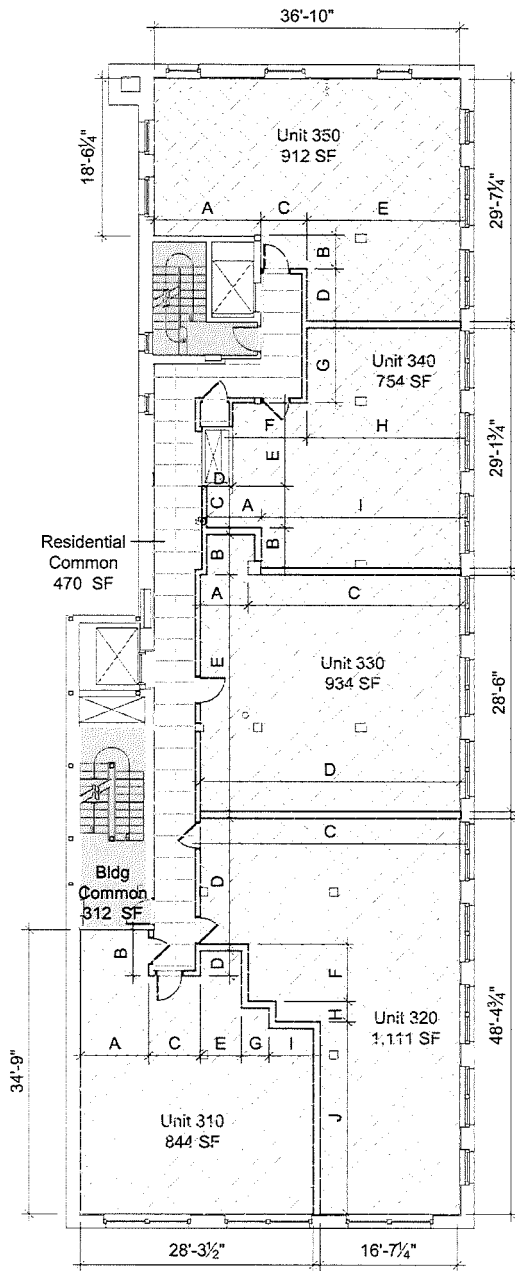
	RESIDENTIAL UNITS	4,555 SF
	COMMERCIAL UNITS	0 SF
	BUILDING COMMON	312 SF
	RESIDENTIAL COMMON	470 SF
TOTAL		5,337 SF

UNIT DIMENSIONS

UNIT 310	UNIT 340
A 8'-3 $\frac{1}{2}$ "	A 7'-5 $\frac{1}{8}$ "
B 6'-1 $\frac{5}{8}$ "	B 5'-4 $\frac{3}{4}$ "
C 6'-0 $\frac{1}{4}$ "	C 4'-9 $\frac{7}{8}$ "
D 2'-3 $\frac{3}{4}$ "	D 3'-9 $\frac{1}{4}$ "
E 5'-2"	E 10'-5"
F 6'-6 $\frac{1}{2}$ "	F 8'-10 $\frac{1}{2}$ "
G 3'-3 $\frac{3}{4}$ "	G 8'-6 $\frac{1}{8}$ "
H 2'-6"	H 18'-11 $\frac{3}{4}$ "
I 5'-6"	I 24'-0 $\frac{1}{8}$ "
J 21'-10 $\frac{1}{2}$ "	

UNIT 320	UNIT 350
C 31'-5 $\frac{3}{4}$ "	A 12'-8"
D 16'-7 $\frac{1}{4}$ "	B 4'-7"
E 6'-1"	C 5'-2 $\frac{1}{2}$ "
F 6'-6 $\frac{5}{8}$ "	D 6'-8 $\frac{5}{8}$ "
G 3'-3 $\frac{3}{8}$ "	E 18'-11 $\frac{1}{4}$ "
H 2'-6"	
I 6'-6"	
J 22'-7 $\frac{3}{8}$ "	

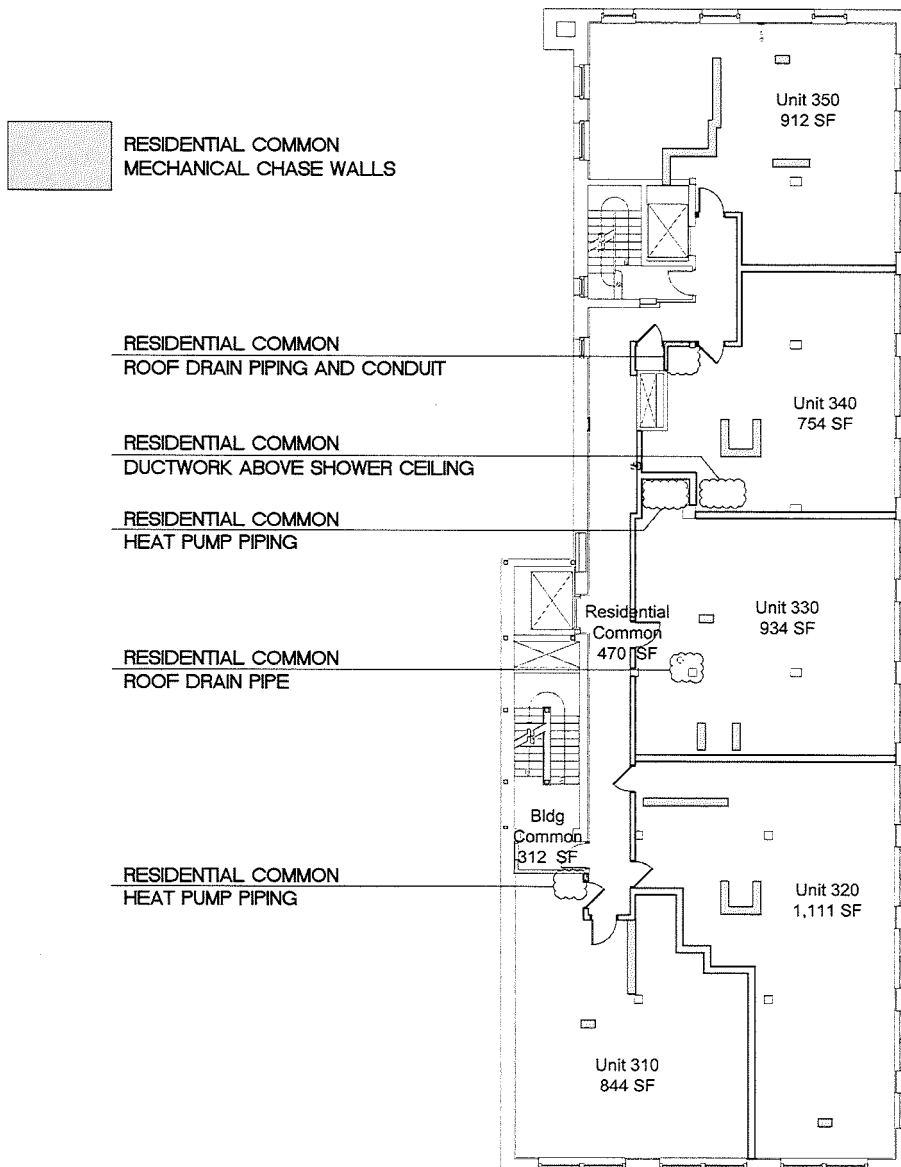
UNIT 330
A 6'-11"
B 5'-4 $\frac{7}{8}$ "
C 24'-11 $\frac{1}{4}$ "
D 31'-5 $\frac{3}{4}$ "
E 33'-10 $\frac{1}{2}$ "



THIRD FLOOR PLAN 3A

Ten40 Building Condominium Regime
DECEMBER, 2021

innerspace studios
interior architecture and space planning
335 north 8th street, suite c
Lincoln, Nebraska 68508
(402) 475-7234







THIRD FLOOR PLAN 3B

Ten40 Building Condominium Regime

DECEMBER, 2021

innerspace studios
interior architecture and space planning
335 north 8th street, suite c
Lincoln, Nebraska 68508
(402) 475-7234

	RESIDENTIAL UNITS	4,561 SF
	COMMERCIAL UNITS	0 SF
	BUILDING COMMON	312 SF
	RESIDENTIAL COMMON	470 SF
TOTAL		5,343 SF

UNIT DIMENSIONS

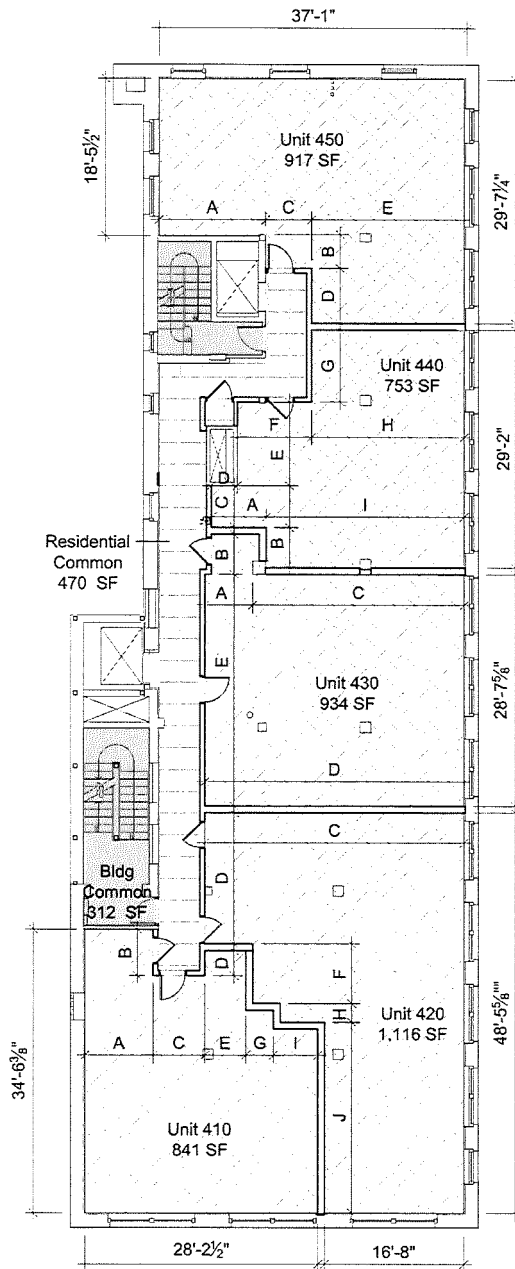
UNIT 410	
A	8'-2½"
B	5'-10¾"
C	5'-11⅞"
D	2'-3⅝"
E	5'-2¼"
F	6'-6⅝"
G	3'-4¾"
H	2'-6½"
I	5'-5⅞"
J	21'-10¾"

UNIT 420	
C	31'-5⅝"
D	16'-6⅜"
E	6'-1½"
F	6'-6¾"
G	3'-3¾"
H	2'-6"
I	5'-5⅞"
J	23'-0⅜"

UNIT 430	
A	6'-6½"
B	5'-4⅞"
C	24'-0⅞"
D	31'-5⅝"
E	33'-11⅞"

UNIT 440	
A	7'-5⅝"
B	5'-4⅞"
C	4'-9¼"
D	3'-9⅞"
E	7'-3⅞"
F	8'-10⅞"
G	8'-6⅜"
H	18'-9¼"
I	24'-0⅞"

UNIT 450	
A	13'-0"
B	4'-6⅜"
C	5'-4⅞"
D	6'-8⅜"
E	18'-9¼"



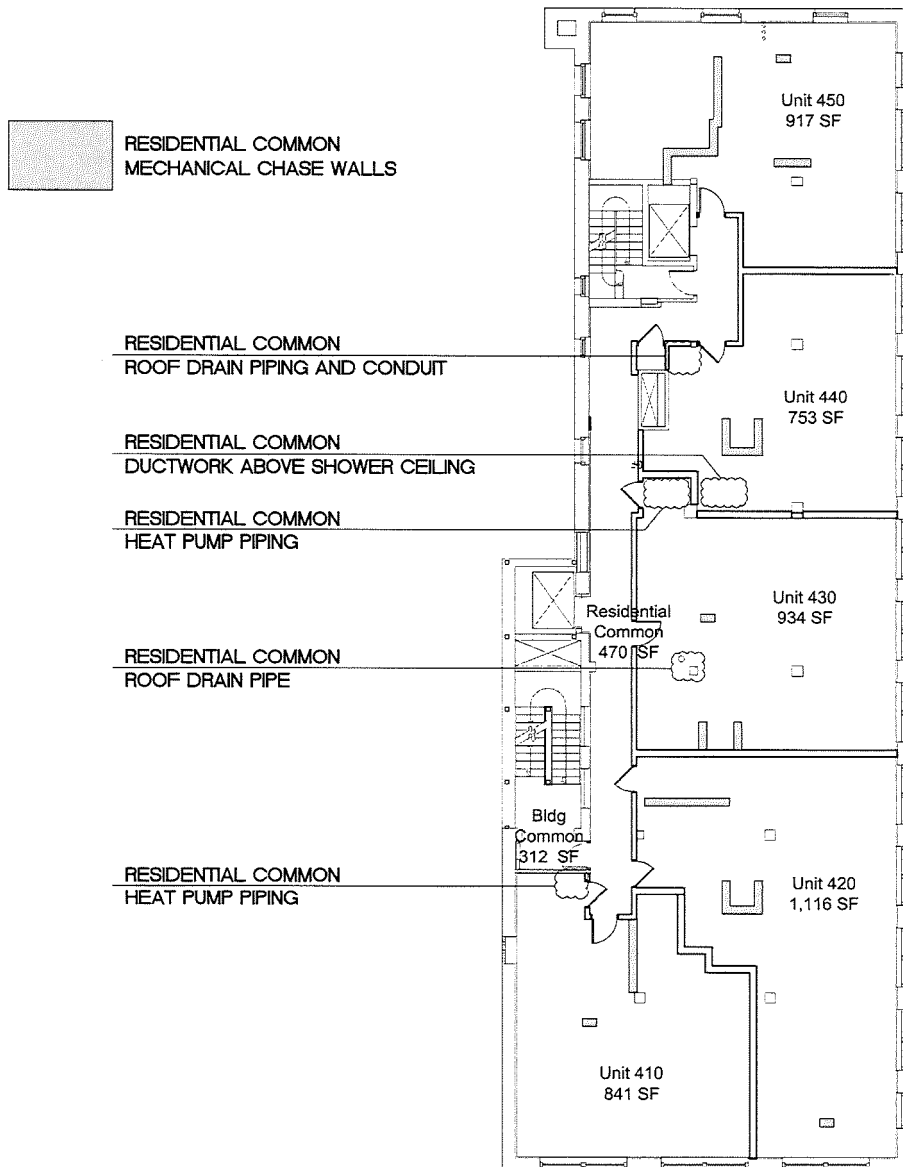
FOURTH FLOOR PLAN 4A

Ten40 Building Condominium Regime

DECEMBER, 2021



innerspace studios
 interior architecture and space planning
 335 north 8th street, suite c
 Lincoln, Nebraska 68508
 (402) 475-7234

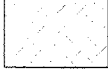
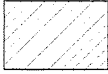

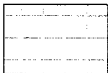


FOURTH FLOOR PLAN 4B

Ten40 Building Condominium Regime

DECEMBER, 2021

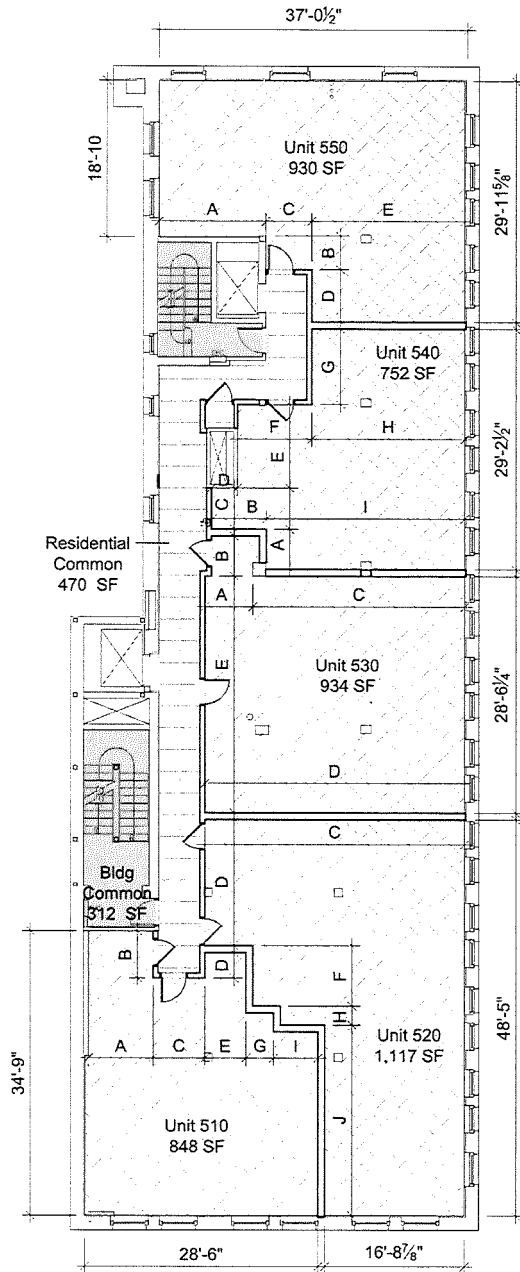
innerapace studios
 interior architecture and space planning
 335 north 8th street, suite c
 Lincoln, Nebraska 68508
 (402) 475-7234

	RESIDENTIAL UNITS	4,581 SF
	COMMERCIAL UNITS	0 SF
	BUILDING COMMON	312 SF
	RESIDENTIAL COMMON	470 SF
TOTAL		5,363 SF

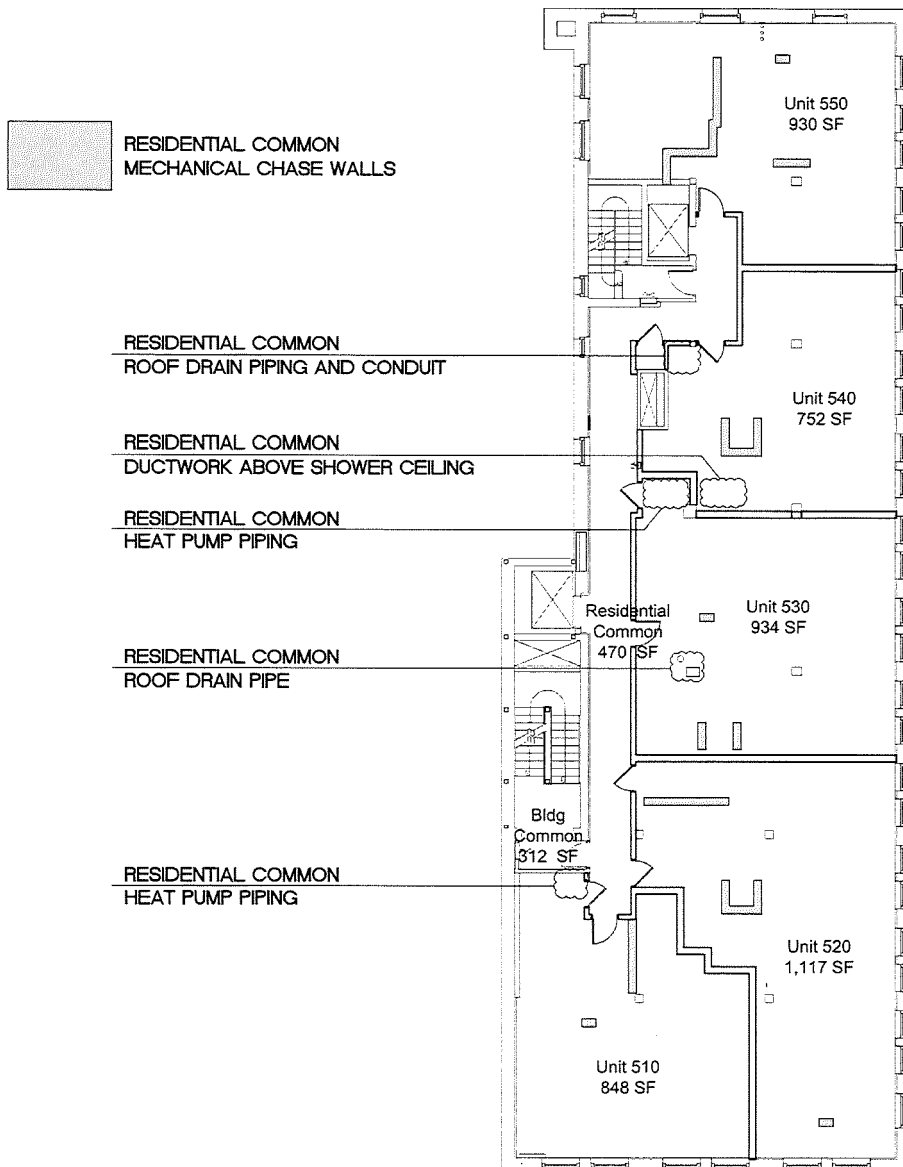
UNIT DIMENSIONS

UNIT 510	UNIT 540
A 8'-1 $\frac{1}{8}$ "	A 5'-5"
B 5'-11 $\frac{1}{8}$ "	B 7'-5 $\frac{1}{2}$ "
C 6'-0 $\frac{3}{4}$ "	C 4'-9 $\frac{3}{8}$ "
D 2'-4 $\frac{1}{8}$ "	D 3'-8 $\frac{3}{4}$ "
E 5'-2 $\frac{1}{4}$ "	E 10'-4 $\frac{3}{8}$ "
F 6'-6 $\frac{1}{2}$ "	F 8'-10 $\frac{3}{8}$ "
G 3'-4 $\frac{1}{4}$ "	G 8'-6 $\frac{3}{4}$ "
H 2'-5 $\frac{3}{4}$ "	H 18'-9 $\frac{5}{8}$ "
I 5'-5 $\frac{5}{8}$ "	I 23'-11 $\frac{3}{4}$ "
J 21'-11 $\frac{1}{8}$ "	

UNIT 520	UNIT 530
C 31'-5 $\frac{5}{8}$ "	A 6'-7 $\frac{1}{8}$ "
D 16'-6 $\frac{3}{4}$ "	B 5'-5 $\frac{1}{2}$ "
E 6'-1 $\frac{5}{8}$ "	C 24'-11 $\frac{1}{8}$ "
F 6'-6 $\frac{1}{4}$ "	D 31'-5 $\frac{5}{8}$ "
G 3'-4 $\frac{1}{4}$ "	E 33'-1 $\frac{1}{4}$ "
H 2'-5 $\frac{3}{4}$ "	
I 5'-5 $\frac{5}{8}$ "	
J 22'-9 $\frac{5}{8}$ "	



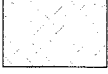


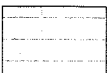
FIFTH FLOOR PLAN 5A

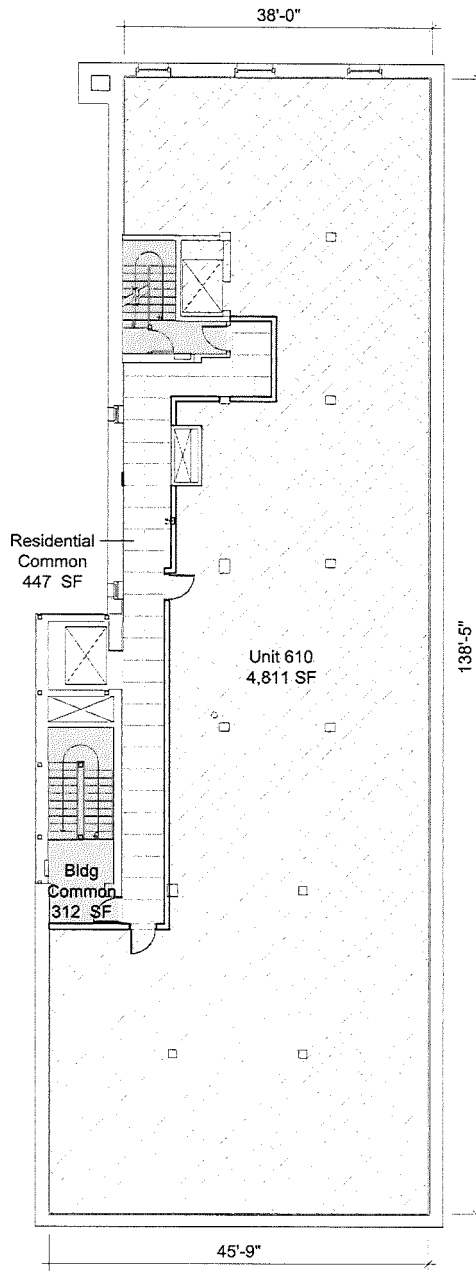


FIFTH FLOOR PLAN 5B

Ten40 Building Condominium Regime
DECEMBER, 2021

innerspace studios
interior architecture and space planning
335 north 8th street, suite c
Lincoln, Nebraska 68508
(402) 475-7234

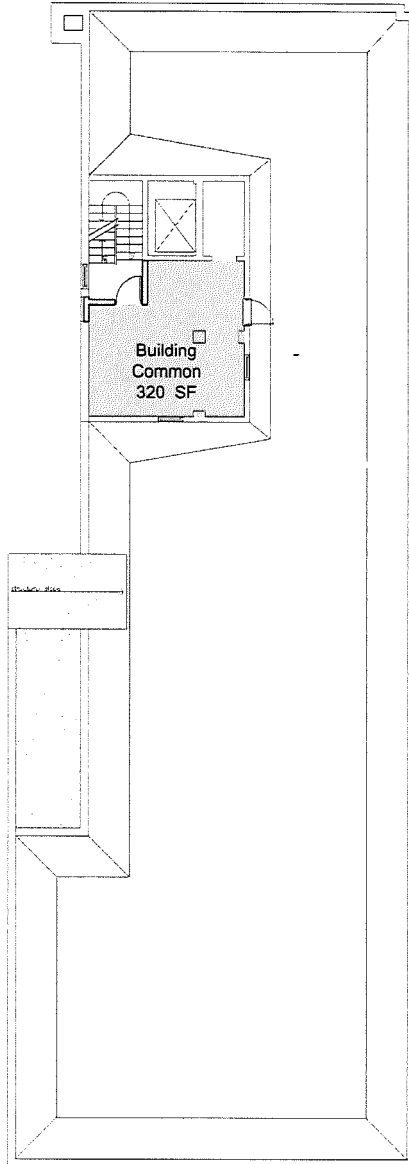
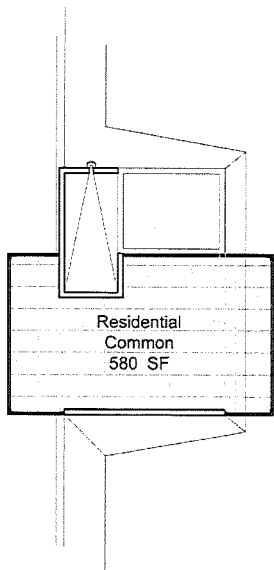
	RESIDENTIAL UNITS	4,811 SF
	COMMERCIAL UNITS	0 SF
	BUILDING COMMON	312 SF
	RESIDENTIAL COMMON	447 SF
TOTAL		5,570 SF






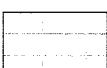
SIXTH FLOOR PLAN


Ten40 Building Condominium Regime
DECEMBER, 2021

innerspace studios
interior architecture and space planning
335 north 8th street, suite c
Lincoln, Nebraska 68508
(402) 475-7234



 ROOF DECK PLAN

	RESIDENTIAL UNITS	0 SF
	COMMERCIAL UNITS	0 SF
	BUILDING COMMON	320 SF
	RESIDENTIAL COMMON	580 SF
TOTAL		900 SF

 SEVENTH FLOOR PLAN

Ten40 Building Condominium Regime
DECEMBER, 2021

 **innerspace studios**
interior architecture and space planning
335 north 8th street, suite c
Lincoln, Nebraska 68508
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EXHIBIT "B"

Ten 40 O Total Allocated Interests

<u>Unit</u>	<u>Condo Unit Size (Total Square Feet)</u>	<u>Total Square Feet Allocated Interest</u>	<u>Residential Units Limited Commons Square Feet Allocated Interest</u>
First Floor			
100 (commercial)	3447	12.75%	--
110	600	2.22%	2.54%
Second Floor			
210	822	3.04%	3.49%
220	1095	4.05%	4.64%
230	926	3.43%	3.93%
240	746	2.76%	3.16%
250	882	3.26%	3.74%
Third Floor			
310	844	3.12%	3.58%
320	1111	4.11%	4.71%
330	934	3.46%	3.96%
340	754	2.79%	3.20%
350	912	3.37%	3.87%
Fourth Floor			
410	841	3.11%	3.57%
420	1116	4.13%	4.73%
430	934	3.46%	3.96%
440	753	2.79%	3.19%
450	917	3.39%	3.89%
Fifth Floor			
510	848	3.14%	3.60%
520	1117	4.13%	4.74%
530	934	3.46%	3.96%
540	752	2.78%	3.19%
550	930	3.44%	3.94%
Sixth Floor			
610	4811	17.80%	20.40%
Total Square Feet			
	27026	100.00%	
Total Residential Square Feet			
	23579		100.00%

Ten 40 O total square footage interests

			<u>Commercial</u>		<u>Residential</u>	
Basement	6,229	15.46%				
Residential commons	4,066	10.09%			4,066	11.86%
Building common	2,163	5.37%			2,163	5.37%
1st Floor	6,302	15.64%				
Commercial	3,447	8.55%	3,447	8.55%		
Building common	2,255	5.60%			2,255	5.60%
Unit 110	600	1.49%			600	1.49%
2nd floor	5,253	13.04%			5,253	13.04%
Unit 210	822	2.04%				
Unit 220	1,095	2.72%				
Unit 230	926	2.30%				
Unit 240	746	1.85%				
Unit 250	882	2.19%				
Building common	312	0.77%				
Residential commons	470	1.17%				
3rd floor	5,337	13.24%			5,337	13.24%
Unit 310	844	2.09%				
Unit 320	1,111	2.76%				
Unit 330	934	2.32%				
Unit 340	754	1.87%				
Unit 350	912	2.26%				
Building common	312	0.77%				
Residential commons	470	1.17%				
4th floor	5,343	13.26%			5,343	13.26%
Unit 410	841	2.09%				
Unit 420	1,116	2.77%				
Unit 430	934	2.32%				
Unit 440	753	1.87%				
Unit 450	917	2.28%				
Building common	312	0.77%				
Residential commons	470	1.17%				
5th floor	5,363	13.31%			5,363	14.55%
Unit 510	848	2.10%				
Unit 520	1,117	2.77%				
Unit 530	934	2.32%				
Unit 540	752	1.87%				
Unit 550	930	2.31%				
Building common	312	0.77%				
Residential commons	470	1.17%				
6th floor	5,570	13.82%			5,570	15.12%
Unit 610	4,811	11.94%				
Building commons	312	0.77%				
Residential commons	447	1.11%				
Roof	900	2.23%			900	2.23%
Residential commons	580	1.44%				
Building common	320	0.79%				
Total	40,297	100.00%	3,447	8.55%	36,850	91.45%

EXHIBIT "C"

NOT TO PROTEST VALUATIONS

Allocation of the Redevelopment Agreement Not To Protest valuation of
Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000.00)

No
TEOCO

Unit	Allocated Value		Not to Protest Values
	Commercial	Residential	
100	100.00%		\$702,725.00
110		2.54%	\$183,144.54
210		3.49%	\$250,908.01
220		4.64%	\$334,238.78
230		3.93%	\$282,653.07
240		3.16%	\$227,709.71
250		3.74%	\$269,222.47
310		3.58%	\$257,623.31
320		4.71%	\$339,122.63
330		3.96%	\$285,094.99
340		3.20%	\$230,151.63
350		3.87%	\$278,379.69
410		3.57%	\$256,707.59
420		4.73%	\$340,648.84
430		3.96%	\$285,094.99
440		3.19%	\$229,846.39
450		3.89%	\$279,905.90
510		3.60%	\$258,844.28
520		4.74%	\$340,954.08
530		3.96%	\$285,094.99
540		3.19%	\$229,541.15
550		3.94%	\$283,874.03
610		20.40%	\$1,468,513.93
Total	100.00%	100.00%	\$7,900,000.00