NORTH GATE GARDEN ESTATES

RETIREMENT CONDOMINIUM

DECLARATION

2425 FOLKWAYS BOULEVARD
LINCOLN, NEBRASKA 68521

DECEMBER, 1998

North Gate Garden Estates Condominiums

Attachment B

1	2	3	4	5	6	7
Units	Plan	Square Feet Per Unit	Number of Units For Com. Elem.	Total Sq. Footage For all Units	Percentage of Square Footage Per Unit	Total Sq. Ft. For All Units Col 4 x Col. 6
101-201-301	G1	693	3	2,079	0.50139%	1.50417%
102-202-302	A	942	3	2,826	0.68154%	2.04462%
103-203-303	A	942	3	2,826	0.68154%	2.04462%
104-204-304	J	942	3	2,826	0.68154%	2.04462%
105-205-305	A	942	3	2,826	0.68154%	2.04462%
106-206-306	A	942	3	2,826	0.68154%	2.04462%
107-207-307	D	957	3	2,871	0.69239%	2.07717%
108-208-308	E	1132	3	3,396	0.81900%	2.45700%
109-209-309	B	978	3	2,934	0.70758%	2.12274%
110-210-310	B	978	3	2,934	0.70758%	2.12274%
111-211-311	B	978	3	2,934	0.70758%	2.12274%
112-212-312	B	978	3	2,934	0.70758%	2.12274%
113-213-313	B	978	3	2,934	0.70758%	2.12274%
114-214-314	G	706	3	2,118	0.51079%	1.53237%
115-215-315	F	1187	3	3,561	0.85879%	2.57637%
116-216-316	C	1020	3	3,060	0.73797%	2.21391%
117-217-317	C	1020	3	3,060	0.73797%	2.21391%
118-218-318	C	1020	3	3,060	0.73797%	2.21391%
119-219-319	C	1020	3	3,060	0.73797%	2.21391%
120-220-320	C	1020	3	3,060	0.73797%	2.21391%
121-221-321	C	1020	3	3,060	0.73797%	2.21391%
122-222-322	C-I	1031	3	3,093	0.74593%	2.23779%
123-223-323	G-2	780	3	2,340	0.56433%	1.69299%
124-224-324	C	1020	3	3,060	0.73797%	2.21391%
125-225-325	C	1020	3	3,060	0.73797%	2.21391%
126-226-326	C	1020	3	3,060	0.73797%	2.21391%
127-227-327	C	1020	3	3,060	0.73797%	2.21391%
128-228-328	C	1020	3	3,060	0.73797%	2.21391%
129-229-329	C	1020	3	3,060	0.73797%	2.21391%
130-230	C	1020	2	2,040	0.73797%	1.47594%
330		2040	1	2,040	1.47594%	1.47594%
131-231	C	1020	2	2,040	0.73797%	1.47594%
132-232-332	F	1187	3	3,561	0.85879%	2.57637%
133-233-333	G	706	3	2,118	0.51079%	1.53237%
134-234-334	B	978	3	2,934	0.70758%	2.12274%
135-235-335	B	978	3	2,934	0.70758%	2.12274%
136-236-336	B	978	3	2,934	0.70758%	2.12274%
137-237-337	B	978	3	2,934	0.70758%	2.12274%
138-238-338	B	978	3	2,934	0.70758%	2.12274%
139-239-339	E	1132	3	3,396	0.81900%	2.45700%
140-240-340	D	957	3	2,871	0.69239%	2.07717%
141-241-341	A	942	3	2,826	0.68154%	2.04462%
142-242-342	A	942	3	2,826	0.68154%	2.04462%
143-243-343	J	942	3	2,826	0.68154%	2.04462%
144-244-344	A	942	3	2,826	0.68154%	2.04462%
145-245-345	A	942	3	2,826	0.68155%	2.04465%
146-246-346	G-1	691	3	2,073	0.49994%	1.49982%
247-347	H	1075	2	2,150	0.77776%	1.55552%
248-348	H	1075	2	2,150	0.77776%	1.55552%
		48,829	141	138,217	35.32778%	100.00000%

NORTH GATE GARDEN ESTATES
DECLARATION
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NORTH GATE GARDEN ESTATES
RETIREMENT CONDOMINIUMS

AMENDED AND RESTATED DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES LOCATED IN THE CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA PURSUANT TO THE NEBRASKA CONDOMINIUM ACT

THIS DECLARATION is made this 1st day of December, 1994, by LARRY PRICE AND ASSOCIATES, INC. (herein called the "Developer"), as owner of the real estate hereinafter described, for himself, his heirs, personal representatives and assigns.

WITNESSETH:

Declaration of Purpose. The Developer hereby submits the land described below under "Description of Land" in this Declaration, owned by the Developer in fee simple absolute (hereinafter called the "Property"), to the provisions of the Nebraska Condominium Act of the State of Nebraska (Sections 76-825 to 894, Rev. Stat. Nebr. 1943 (Reissue 1990)) and the amendments in the 1993 Supplement and any applicable subsequent amendments thereto.

Description of Land. The land owned by the Developer which is hereby submitted to the Condominium regime is described on Attachment A that was attached to the Declaration establishing North Gate Garden Estates Retirement Condominiums, recorded December 9, 1994, as required by Nebraska Condominium Act of the State of Nebraska.

Name of Condominium. This Condominium is known as North Gate Garden Estates Retirement Condominiums (hereinafter called the "Condominium" or "North Gate Garden Estates").

ARTICLE I

Definitions

1.1 "Association of Co-Owners" means all of the Co-Owners, as defined in 1.8, acting as a group in accordance with the By-Laws.

1.2 "Board" means the person(s) who are the executive board of the Condominiums, elected as such in accordance with the By-Laws, hereinafter referred to as the "Board".

1.3 "Building" means the building and other improvements located on the Land.

1.4 "By-Laws" means those that were attached to the Declaration establishing North Gate Garden Estates Retirement Condominiums, recorded December 9, 1994.

1.5 "Common Elements", general and limited, means all parts of the Property other than the individual Condominiums, hereinafter referred to as Units, as more fully set forth in 2.5 of this Declaration.

Pierson, Fitchett Hunzeker
530 South 13 Ste R

1.6 "Common Expenses" means and includes, but is not limited to:

1. All sums lawfully assessed against the Co-Owners;

2. Expenses of administration, operation, maintenance, repair or replacement of the Common Elements (including, but not limited to, the cost of furnishing water, electricity, heat, gas and trash removal) and replacement of reserves, as may be established;

3. Expenses agreed upon as Common Expenses by the Association of Co-Owners;

4. Expenses declared Common Expenses by the provisions of the Nebraska Condominium Act or by this Declaration and Master Deed or the By-Laws;

5. Premiums for insurance policies required to be purchased by the Board of Directors pursuant to the Declaration, which premiums shall be assessed to each Co-Owner in the manner provided, hereafter.

1.7 "Nebraska Condominium Act" means Sections 76-825 to 894, Rev. Stat. Nebr. 1943 (Reissue 1990) and the amendments in the 1993 Supplement and any applicable subsequent amendments thereto.

1.8 "Co-Owner" means any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof which owns the total fee simple title to a Unit.

1.9 "Association Member" means all Co-Owners of Blocks 2, 3 and 4 of North Gate Garden Estates. Block 2 and Block 4 Co-Owners of the townhome duplex lots have the right to use the activities and services the same as the Condominium owners of Block 3 by payment of a predetermined fee.

1.10 "Land" means the real property described on Attachment A that was attached to the Declaration establishing North Gate Garden Estates Retirement Condominiums, recorded December 9, 1994.

1.11 "Majority of the Co-Owners" means more than fifty percent (50%) of the Co-Owners of Units after taking into account the fact that Unit 330 is entitled to two (2) votes.

1.12 "Administrator" or "Managing Agent" means a professional who is employed by the Board to perform such duties and services as the Board shall authorize in conformance with this Declaration and the By-Laws.

1.13 "Mortgage" shall mean and include Deeds of Trust, as well as Mortgages.

1.14 "Percentage Interest" The Percentage of each Unit in the Common Elements is calculated as set forth in paragraph 2.17.1.

1.15 "Map of Condominium" means the plat of the entire Property and building plan described in this Declaration and recorded simultaneously with this Declaration in the land records in and for Lancaster County, Nebraska.

1.16 "Property" means the Land and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection with said Common Elements.

1.17 "Rules and Regulations" means those rules and regulations adopted from time to time by the Board that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with Nebraska Condominium Act, this Declaration or the By-Laws.

1.18 "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy as defined by the Nebraska Condominium Act and consists of any one of those parts of the Building which is separately described on the Map of Condominium, and having the dimensions as set forth in Section 2.3.

ARTICLE II

Condominium Units and Common Elements

2.1 Creation of Condominium Units. There is one building being constructed on the Land referred to here, which it is anticipated will contain 141 Units, the boundaries of which are shown on the attached Map of the Condominiums. The dimensions of the construction are as follows:

RESIDENTIAL BUILDING AREA IN SQUARE FEET

BUILDING LEVEL	LIVING AREA	COMMON AREA	TOTAL AREA
Parking Garage*	-0-	50,230 sq.ft.*	50,230 sq.ft.
Lower Level--Garden Dining and Activities	-0-	5,836 sq.ft.	5,836 sq.ft.
Entry Level--Entry, Office and Activities	-0-	4,229 sq.ft.	4,229 sq.ft.
First Level--Condominiums	44,637 sq.ft.	10,854 sq.ft.	55,491 sq.ft.
Second Level--Condominiums	46,787 sq.ft.	12,933 sq.ft.	59,720 sq.ft.
Third Level--Condominiums	46,787 sq.ft.	12,933 sq.ft.	59,720 sq.ft.
TOTAL SQUARE FOOTAGE	138,211 sq.ft.	97,015 sq.ft.	**235,226 sq.ft.

* All area is Common Area.
** Total Square Footage, not including parking garage, is 184,996 square feet

2.2 Schedule of Units. Attached as Attachment B is a list of all Units in the Building. The total number of Units in the Building is one hundred forty-one (141), provided, however, Unit 330 is treated as if it is two (2) Units for assessment of Common Expenses as set forth in paragraph 2.17.2.

2.3 Dimensions of Units. Each Unit consists of the space measured horizontally between the unpainted surface of the Unit side or inside of the drywall enclosing such Unit (all as shown more fully on the Map of Condominium), and the space measured vertically from the surface of the floor of such Unit to the plane of the bottom of the joists above. In addition, included as part of a Unit are (a) the sliding glass door to the patio or balcony of a Unit, if any; (b) the front entrance door and any other entrance door of a Unit, and locks and other fixtures to such doors; (c) all windows of a Unit; (d) the individually controlled heating and air conditioner compressor and condenser Unit; (e) inner partitions, unless they are load-bearing walls, and (f) sinks, bathtubs and other plumbing fixtures, disposal, ovens and other appliances located in the Unit and serving solely the Unit.

2.4 Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants: in any other real estate tenancy relationship recognized under the laws of the State of Nebraska; in the name of one or more corporation(s) or partnership(s) or in the name of a fiduciary. If there are two or more Co-Owners, voting on behalf of the Unit owned by such Co-Owners shall be as set forth in the By-Laws of North Gate Garden Estates Retirement Condominiums, as amended from time to time.

2.5 Common Elements. The general Common Elements consist of the entire Property, including all parts of the Building other than the Units, and include the following, with any exceptions noted:

2.5.1 the Land described in the preamble of the Declaration;

2.5.2 all foundation, main walls, load-bearing walls, roof, halls, lobbies, stairways and entrances and exits of the Building;

2.5.3 the yards and gardens;

2.5.4 the compartments or installations of central services, equipment and Systems, such as power, light, gas, heating, cold and hot water, water tanks and pumps, all trash receptacles (including those located in the corridors or outside) and, in addition, air conditioning Systems and equipment serving the Building;

2.5.5 the elevators, and in general, all devices or installations existing for common usage;

2.5.6 designated parking stalls and parking garage, as shown on plot plan;

2.5.7 all general Common Elements shown on the Map of Condominium; and,

2.5.8 all other elements of the Building rationally designated for common use, including kitchen, all-purpose rooms and activity areas.

2.6 Treatment of Undivided Interest. The undivided interest in the general Common Elements shall not be separated from the Unit to which it appertains and shall be deemed, conveyed or encumbered with the Unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

2.7 Taxation. Developer shall give written notice to the Assessor of Lancaster County, Nebraska of the creation of Condominium real property ownership interests, so that each Unit and the undivided interest in the Common Elements appurtenant thereto shall be deemed a separate parcel subject to separate assessment, taxation and other charges imposed by any governmental entity having jurisdiction over the Property. No sale or forfeiture of any Unit for delinquent taxes, assessments or other government charges shall divest or in any way affect the title to any other Unit or any Common Element.

The assessment and taxation of the garage shall be made as one assessment by the County Assessor of Lancaster County, Nebraska. The real estate taxes levied against the garage shall be billed by the Board to those Co-Owners who own a parking stall as provided in paragraph 2.16.2.a.8.

2.8 Encroachments. If any portion of the Common Elements encroaches upon any Unit, if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur after the recording of this Declaration, as a result of settling or shifting of the Building, a valid easement for such encroachment and for the maintenance of the same, shall exist so long as the Building shall stand. In the event the Building, the Unit, any adjoining Unit or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit, due to such rebuilding, shall be permitted, and valid easements for such encroachment and for the maintenance of the same shall exist so long as such reconstructed Building shall stand, and the stated square foot area, together with the Unit's Percentage Interest in the Common Elements, shall remain the same.

2.9 Easements. Each Co-Owner shall have an easement in common with the Co-Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Co-Owners of all other Units to use the pipes, ducts and cables serving such other Units and located in such Unit. All such easements are clearly shown on the Map of Condominium. The Board shall have a right of access to each Unit to repair or replace the Common Elements contained therein or elsewhere in the Building. Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Elements.

Provided, however, the exercise of the easements reserved in this Section shall be subject to the following terms and conditions:

2.9.1 If, in order to maintain, repair or replace a utility line which serves only one (1) Unit, it becomes necessary to break through walls, excavate or otherwise damage a Unit or Association property entered, the damages caused by such entry shall be repaired to its former condition at the expense of the Co-Owner whose Unit is served by such utility line.

2.9.2 If it becomes necessary to maintain, repair or replace a utility line which serves more than one (1) Unit, the cost of such maintenance, repair or replacement, and the cost to repair and restore to its former condition any Unit or Association property entered, shall be shared equally by the Co-Owners of the Units served by such utility line, except, where serving two or more Units is made necessary by the negligent or willful act of a single Co-Owner, his family, licensees or invitees, then the full cost to repair and restore to its former condition the Unit or Association property entered shall be borne by the Co-Owner causing the injury by his or her negligent or willful act.

2.10 Units Subject to Declaration, By-Laws and Rules and Regulations. All present and future Co-Owners, lessees, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Co-Owners, lessee, tenant or occupant. All of such provisions shall be deemed and taken to be enforceable, equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, deed of trust or lease agreement pertaining thereto.

2.11 Additions, Alterations or Improvements by Co-Owners. No Co-Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent thereto of the Board of the Association of Co-Owners. The Co-Owner shall submit to the Board written plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme and location of any proposed structural addition, alteration or improvement. The Board shall be obligated to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-Owner's Unit within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. The cost of any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be paid by the Co-Owner seeking approval, without incurring any liability on the part of the Board for any claim for injury to person or damage to property arising therefrom. Any contractor shall furnish liability coverage in an amount determined by the Board as reasonable under the circumstances. The provisions of this Section shall not apply to Units owned by the Developer until such Units shall have been initially sold or leased by the Developer and the purchaser or leasee has the authority to occupy said Unit.

2.12 Combining Units. If the Developer or any Co-Owner of two (2) or more adjoining Units wishes to physically combine these Units (either horizontally or vertically adjoining) into

one, he shall submit his written request to the Board of the Association of Co-Owners, along with detailed drawings of the proposed alterations necessary to combine the Units and Common Elements. If separate Units have been previously combined, the Co-Owner may request that they be divided into two (2) separate Units, using the same procedures utilized when the Units were combined.

The prior written consent of the Board for any such combination or separation of Units shall be required. The Board shall be obligated to answer any such written request by a Co-Owner for approval within thirty (30) days after such request, and its failure to do so within the stipulated time shall constitute consent by the Board of such request.

If the Board approves such request, it shall grant an easement for any encroachment by such Co-Owner on the Common Elements caused by the alterations. For purposes of the Declaration and these By-Laws, the Units shall continue to be treated as separate Units, e.g. for the purposes of assessment of Common Expenses, voting by Co-Owners and conveyancing. Any application to any governmental authority for a permit to make any alterations to the Units or the Common Elements shall be executed by the Board only, without however, incurring any liability on the part of the Board, or any of them, to any contractor, sub-contractor or material man on account of such alteration, or to any person having any claim for injury to person or damage to Property arising therefrom. Any contractor shall furnish liability coverage in an amount determined by the Board, as is reasonable under the circumstances. The provisions of this Section shall not apply to Units owned by the Developer until such Units shall have been initially sold or leased by the Developer and the purchaser or lessee has the authority to occupy said Unit.

2.13 Partition. Except as hereinafter provided in 13.2, neither an Owner, a group of Owners, nor the Association shall have the right to divide or partition any Unit or Units, and in taking title to any Unit, the Owner thereof shall be deemed to have waived any and all rights to divide or partition said Unit. The Common Elements shall be owned in common by all of the Owners and shall remain undivided, and neither an Owner, a group of Owners, nor the Association shall bring any action for partition or division of the Common Elements. A violation of the provisions contained herein shall entitle the Association to collect from the persons violating the same, jointly and severally, reasonable attorney's fees, costs and such other damages as may be incurred by the Association or the Owners as a result thereof.

2.14 Owner's Maintenance Responsibility for Unit.

2.14.1 Except for the portions of the Unit required to be maintained, repaired and replaced by the Association of Co-Owners or the Board, each Co-Owner shall be responsible for the maintenance, repair and replacement, at his own expense, of everything contained within his Unit, including, but not limited to, the following: any interior walls, kitchen and bathroom fixtures and equipment, all appliances, disposal, lighting, heating and air conditioning unit and those parts of the plumbing, electrical or other utility systems which are wholly contained within the Unit. Each Co-Owner shall keep the interior of the Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of the Unit. Each Co-Owner

shall keep his windows and balcony in a clean and sanitary condition, including snow removal therefrom. In addition, each Co-Owner shall be responsible for all damages to any and all other Units or to the Common Elements resulting from failure to make any of the repairs required in this Section. Each Co-Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners. Each Co-Owner shall promptly report to the Board or the Managing Agent any defect or need for repairs for which the Association of Co-Owners is responsible. Each Co-Owner shall promptly report to the Board evidence of termites or other bugs, pests or rodents.

2.14.2 Each Co-Owner shall carry out at his sole expense any works of modification, repair, cleaning, safety and improvement of the Unit without disturbing the legal use and enjoyment of the rights of the other Co-Owners. The Board shall have the exclusive authority to change the exterior form of the facades or paint the exterior walls, doors or windows in colors or hues as they shall select, without jeopardizing the soundness or safety of the Property, reducing its value, or impairing any easement or access to or use of Common Elements. If such outside portion of any Unit or any Common Area is damaged and such damage is caused by the negligence or carelessness of the Co-Owner of said Unit or his licensees, guests or invitees, such Co-Owner shall pay for the cost incurred in repairing said damage.

2.15 Mechanic's Liens. No labor performed or materials furnished for use in connection with a Unit, with the consent or at the request of a Co-Owner or his agent, contractor or sub-contractor, shall create any right to file a statement of mechanic's lien against the Unit of any other Co-Owner not expressly consenting to or requesting same, or against any interest in the Common Elements, except as to the undivided interest, therein appurtenant to the Unit of the Co-Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Co-Owner shall indemnify and hold harmless each of the other Co-Owners from and against all liability, loss or damage arising from the claim of any lien against the Unit, or any part thereof, and of any other Co-Owner for labor performed or for materials furnished in work on the requesting Co-Owner's Unit. At the written request of any Co-Owner, the Association shall enforce such indemnification by collecting from the Co-Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, all costs incidental thereto, including reasonable attorney's fees and costs, and obtain a release of such lien.

2.16 Interior and Exterior Parking--Ownership and Responsibilities

2.16.1 Unassigned Parking. More than sixty-six (66) outside parking stalls are planned on the Common Area ground to accommodate guest parking and temporary parking for Co-Owners, when needed. Near each Building entrance, two (2) or more stalls will be assigned as fifteen (15) minute parking stalls for convenient loading and unloading, and handicap parking stalls will be located near each entry. Co-Owners shall obey these special parking restrictions and instruct their guests to do the same. Guests and visitors may use any unmarked parking space in the complex. No one should park in fire lanes or in front of the garage doors, unless there is an emergency situation.

2.16.2 Co-Owner Parking.

a. The developer has constructed an inside parking garage as part of the Building. Unless there are surplus stalls, no Co-Owner shall be entitled to control more than one (1) inside parking stall, subject to the terms set forth herein. The Association of Co-Owners shall maintain a current register of the inside stall number and the Unit to which it is assigned. Outside parking stalls will only be assigned to a Co-Owner if the Co-Owner does not have an inside parking stall. It is intended that there will be only one (1) parking stall assigned to any one (1) Unit, which shall constitute a limited common element allocated to such Unit. However, if there is a surplus of inside stalls, a Co-Owner may temporarily have two (2) stalls, until a surplus stall is requested by a Co-Owner who does not control an inside parking stall. Since there are fewer inside parking stalls than Units, a surplus stall shall mean any second stall assigned to a Co-Owner or an inside parking stall which is owned by the Association of Co-Owners.

When a stall is requested by a Co-Owner who does not have an inside parking stall, the owner who last acquired a surplus stall shall be the first required to sell it. The price to be paid for the surplus stall shall be the price determined in accordance with paragraph 2.16.2.a.6.

Unit 330 and any Units which are hereafter combined pursuant to the provisions of Section 2.12 shall be considered as one (1) Unit for purposes of ownership of an inside parking stall.

The following terms will apply to interior garage stall rights:

1. The parking garage is constructed on the garden level of the Building, all of which is Common Area ground.

2. Transfer of the exclusive use of a parking stall shall be given by a Bill of Sale.

3. The parking garage is built on limited Common Area ground. Nebraska Condominium Law requires all Condominium Co-Owners to receive equal benefits from the use of any Common Area ground or Building. To be fair to all Co-Owners, each parking stall Co-Owner pays a one-time $100.00 fee to the Homeowners' Activity Fund for the use of this limited Common Area ground or floor

space in the garage. All Co-Owners have the opportunity to benefit from this fund. If a stall is sold to a new Co-Owner, the new Co-Owner must pay the $100.00 fee to the Homeowners' Activity Fund.

4. A Co-Owner of a parking stall has the right to lease or sell his stall to another Co-Owner. If there is a surplus of inside parking stalls, permission from the Board can be granted to allow the Co-Owner to lease to an outside party, until there is a demand for a stall by a Co-Owner. Under this arrangement, the lease must be terminated with thirty (30) days' notice to the lessee, if the Board determines that there is a need for such parking stall.

5. If the Co-Owner wishes to sell his parking stall without selling his Unit or separately from the Unit, the Homeowners' Association will have first right of refusal to purchase the stall. The Homeowners' Association shall keep a priority list of those wishing to purchase a parking stall; however, the Co-Owner can sell to anyone he wishes, as long as the buyer is a Condominium Co-Owner at North Gate Garden Estates and the Association waives or fails to exercise its right of first refusal.

6. If a Co-Owner who does not control an inside parking stall desires to purchase an inside parking stall, such Co-Owner may purchase a stall from the Co-Owner who last acquired a surplus stall. If the owner and purchaser fail to agree on a price within ten (10) days from the date the request, each party shall promptly appoint one (1) garage stall owner and such appointees shall appoint a third garage stall owner to determine the value of the stall in question. The decision of a majority of the appointed individuals shall be final, but the price cannot be less than the price paid for the surplus stall by the Co-Owner of such stall. The price shall be determined within thirty (30) days from the date of the request. If the Co-Owner wishing to purchase the stall does not accept the decision of the appraisers, the Co-Owner shall be placed last in the list of Co-Owners who desire to acquire inside parking stalls.

7. It is understood that the primary use of the parking stall is for parking the Co-Owner's car. However, stall space

in the garage may be used by the Co-Owner or lessee for such storage as may be permissible under any city, county or state regulations, rules or codes which may control the storage of materials in the garage. Each Co-Owner of a parking stall is individually responsible for any violation of such regulations occurring in his or her stall.

8. Taxes shall be levied on the parking garage as a single total entity, and each stall Co-Owner shall pay to the Homeowners' Association their portion of such taxes, after deduction of any homestead exemption which may apply to a stall.

9. The entire parking garage is Common Area, and each parking stall is a limited common element. Maintenance and upkeep, like all other Common Area space, is charged to each Co-Owner through the monthly fee. Those Co-Owners who do not own a parking stall have the right to use the parking garage to bring in furniture, unload groceries near one of the convenient elevators or be picked up by their driver inside the garage. Exercise rooms, a woodworking shop and room for future activities will be available in this area for all residents. Most important, the garage area is the safest place possible when it is used as a tornado shelter for the residents and the immediate neighbors.

10. The garage floor is to be clean at all times. During inclement weather, mud or snow from the cars, etc., may necessitate a garage cleanup. This modest cost will be assessed to those who own parking stalls.

11. All residents owning vehicles, regardless of whether they park inside or outside, are requested to register the make, color and license number of their vehicle with the office. Co-Owners can then be notified if it becomes necessary to move the vehicle for a valid reason.

12. The Board is authorized to develop rules and regulations to enforce parking rules, to increase or reduce the number of stalls and to renumber the stalls.

13. The Homeowners' Association is not liable in any way for personal property on the leased Common Area or inside the parking garage.

2.17 Allocation of Common Elements, Common Expenses and Voting. Allocation of Common Elements, Common Expenses and the portion of the votes in the Homeowners' Association to each Unit and the formulas used to establish these allocations are as follows:

2.17.1 The allocation of Common Elements to each Unit shall be on a square footage basis, determined by dividing the square footage of each Unit by the total square footage of all Units in the Condominium regime. The percentage assigned to each Unit for allocation of the Common Elements is as set forth on Attachment B.

2.17.2 The allocation of Common Expenses of the Association shall be allocated to each Unit in equal amounts, except that Unit 330 shall be considered as two (2) Units for purposes of allocation of Common Expenses.

2.17.3 The total votes in the Association shall be allocated to each Unit on a per-unit basis, with the exception of Unit 330, which shall be entitled to two (2) votes as Unit 330 represents the combining of Units 330 and 331 into one (1) Unit.

ARTICLE III

Owner and Occupancy Requirements

3.1 All Units shall be occupied by no more than three (3) people.

3.2 At least one Owner or occupant must be fifty-five (55) years of age, within twelve (12) months of moving into North Gate Garden Estates. North Gate Garden Estates is an ideal design for a companion living arrangement. Companion living is permitted, as long as one occupant of the Unit is at least fifty-five (55) years of age. A careperson can be a professional caregiver, a friend or a relative. If a surviving spouse is under age fifty-five (55), the Board can grant permission to remain at North Gate Garden Estates.

3.3 North Gate Garden Estates is not a nursing home or assisted living facility and does not provide or assist in providing custodial care (activities of daily living such as bathing, eating, dressing or other routine activities), nursing care (including assistance in giving medication), physical or occupational therapy, or personal care of any kind or nature.

3.4 Although services and facilities are provided to all residents in common, no representation is made that any service or facility will continue, it being understood that any service or facility may be modified or discontinued at any time.

3.5 The Association shall be permitted to bring legal action to compel the removal of any person violating the restrictions outlined in 3.1 and 3.2, and the Association shall be entitled to collect reasonable attorney's fees from the Co-Owner of any Unit who permits these violations.

3.6 An adult child, under the age fifty-five (55), may live with a parent at North Gate Garden Estates. He may continue to live there, as a Co-Owner, if the parent dies, and if the majority of Co-Owners vote in favor of allowing him to remain at North Gate Garden Estates.

ARTICLE IV

Sale and Other Alienation of Units

4.1 No Severance of Ownership. No Co-Owner shall execute any deed, mortgage or other instrument conveying or mortgaging the title to the Unit without including therein the undivided interest of such Unit in the Common Elements. It is the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interests in the Common Elements of any Unit may be sold, transferred, given, devised or otherwise disposed of; except as part of a sale, transfer, gift, devise or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, gift, devise or other disposition of such part of the interests in the Common Elements of all Units.

4.2 Notification of Selling Unit. If any Co-Owner of a Unit, other than the developer, wishes to sell a Unit, the Association requires the Seller to notify the Administrator, as the Administrator is required to deliver a Public Offering Statement, with all amendments, before a Contract of Sale can be finalized. Additionally, the Unit Co-Owner or any other person in the business of selling the Unit must make available to the purchaser a copy of the Declaration, Plats, Plans, By-Laws and the Rules and Regulations of the Association.

The Owner Sales Advisory Committee may be of assistance by showing prospective purchasers Units which are for sale.

4.3 Payment of Assessments. No Co-Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give or devise his Unit unless and until he (or his personal representative) shall have paid in full to the Board of the Association of Co-Owners all unpaid Common Expenses and all other amounts due the Association or the Board from the Co-Owner.

4.4 Mortgage of Units.

4.4.1 Notice to Notify. The Board has the authority to request that a Co-Owner who mortgages his Unit shall notify the Board of the name and address of

his mortgagee. Additionally, it is requested that the name and address of a person who is responsible for billings and assessments against the Property be furnished to the Board.

4.4.2 Notice of Unpaid Assessments for Common Expenses. The Board of Administrators, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Co-Owner of the mortgaged Unit.

4.4.3 Notice of Default. The Board, when giving notice to a Co-Owner of a default in paying an assessment for Common Expenses, or any other default, shall send a copy of such notice to each holder of a mortgage, covering such Co-Owner's Unit, whose name and address has theretofore been furnished to the Board.

ARTICLE V

Administration of North Gate Garden Estates Retirement Condominiums

5.1 The Association of Co-Owners. The membership of the Association of Co-Owners of the Condominiums shall consist of all Co-Owners, as defined above in 1.8. No person or entity shall be a member solely by the virtue of holding a lease, lien, license or security interest, such as a mortgage in a Unit.

5.2 Responsibilities of the Association of Co-Owners. The Association of Co-Owners shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property, and performing all other acts that may be required to be performed by the Association of Co-Owners by the Nebraska Condominium Act and this Declaration.

5.3 Board. Except those matters which the Nebraska Condominium Act specifically provides are to be performed by the vote of the Co-Owners of the Units, and except as provided in 5.1 above, the administration of the responsibilities of the Association of Co-Owners shall be performed by a Board, as more particularly set forth in this Declaration and the By-Laws of North Gate Garden Estates Retirement Condominiums.

5.4 Administrator. Before the Building is fifty percent (50%) complete, it is the developer's responsibility to hire administrative management personnel as caretakers for North Gate Garden Estates. The job description of this most important position requires that the Administrator(s) reside in the Condominium and be knowledgeable in all phases of the Building's construction. A two-bedroom, one-bath Unit is furnished by the Homeowners' Association as part of the Administrator's compensation. The Administrators have the option to purchase a Unit within the Condominium and receive a housing allowance as part of their compensation. It shall

not be a requirement that the Administrator, after the initial Administrator, reside in the Condominium.

When fifty-one percent (51%) of the Units are sold by the Developer, the Co-Owners assume the responsibility of management. After the Board is elected, the first order of business at the first Board meeting is to take action to retain the management staff selected by the Developer. The recommendation of the Board in this matter shall be voted on by the Co-Owners, by written ballot, at the first annual meeting of the Homeowners' Association.

ARTICLE VI

Operation of the Property

6.1 Determination of Common Expenses and Assessments Against Co-Owners.

6.1.1 Fiscal Year. The fiscal year of the Condominium shall consist of the twelve-month (12) period commencing on January 1st of each year and terminating on December 31st of each year.

6.1.2 Preparation and Approval of Budget. Each year on or before January 1st, the Board of the Association of Co-Owners shall adopt a budget for the Condominium, containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units which are the responsibility of the Board of Administrators. This includes the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Nebraska Condominium Act, the Declaration, the By-Laws or a resolution of the Association of Co-Owners, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Co-Owners of all related services.

The above-referenced budget shall also include such reasonable amounts as the Board of Administrators consider necessary to provide working capital for the Condominium, a general operating reserve, and reserves for contingencies and replacements. At least ten (10) days prior to the annual meeting, the Board of Administrators shall send to each Co-Owner a copy of the budget, in a reasonably itemized form, which sets forth the amount of the Common Expenses payable by each Co-Owner. The said budget shall constitute the basis for determining each Co-Owner's contribution for the Common Expenses of the Condominiums.

6.1.3 Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property for the next fiscal

year, as set forth in the budget adopted by the Board, shall be assessed against each Co-Owner on a per-unit basis as set forth in paragraph 2.17.2, and shall be a lien against each Co-Owner's Unit as of the first day of the fiscal year to which the budget applies. In addition, an additional monthly charge as set by the Board of the Association of Co-Owners shall be made for each Occupant of a Unit in excess of one (1). On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Co-Owner shall be obligated to pay to the Board, or the Administrator or Managing Agent, one twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions.

Within sixty (60) days after the annual meeting, the Board shall supply to all Co-Owners an itemized accounting of the Common Expenses, which were actually incurred and paid, under the budget adopted by the Board for such fiscal year, as well as, and the net amount over or under the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board deems it advisable, be credited to each Co-Owner's next monthly installment.

6.1.4 Reserves. The Board shall build up and maintain reasonable reserves for working capital, operation, contingencies and replacements. Reasonable reserves means that reserves should be adequate, but, to be fair to current Condominium Co-Owners, should not be allowed to build up to an excessive amount.

6.1.5 Initial Assessment by Board. When the first Board of Directors elected under the By-Laws takes office, it shall determine the budget, as defined in this section, for the period commencing thirty (30) days after their election and ending on December 31st of the fiscal year in which their election occurs. Assessments shall be levied against the Co-Owners during said period, as provided in 6.1.3 above.

6.1.6 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-Owner's obligation to pay his allocable share of the Common Expenses, as herein provided, whenever the budget is determined. In the absence of any annual budget or adjusted budget, each Co-Owner shall continue to pay the monthly fee at the existing monthly rate established for the previous fiscal period, until the monthly fee, which is due not more than ten (10) days after such new, annual or adjusted budget, is mailed or delivered.

6.1.7 Accounts. Any sums collected by the Board, with respect to assessments against the Co-Owners, may be commingled into a single fund, but shall be held for each Co-Owner on a per-unit basis as set forth in paragraph 2.17.2.

6.2 Payment of Common Expenses. All Co-Owners shall be obligated to pay the Common Expenses assessed by the Board, pursuant to the provisions of 6.1 above, and cannot relieve themselves of this obligation for any reason. Upon the sale or conveyance of a Unit, all unpaid assessments against a Co-Owner for his proportionate share of the Common Expenses shall first be paid out of the sales price or by the acquirer, in preference over any other assessments or charges of whatever nature, except (i) assessments, liens and charges for past due and unpaid taxes on the Unit, and (ii) payments due under prior duly recorded mortgage and lien instruments.

6.3 Collection of Assessments. The Board shall take prompt action to collect any assessments for Common Expenses due from any Co-Owner which remain unpaid for more than thirty (30) days from the due date.

6.4 Penalties and Interest. In the event of a default of payment by a Co-Owner of any amount due the Association which continues for a period in excess of fifteen (15) days, the Board may impose a penalty not to exceed twenty percent (20%) of the amount due. In addition, each unpaid fee or assessment shall bear interest at the rate of twelve percent (12%) per annum from the due date.

6.5 Statement of Common Expenses. The Board shall promptly provide any Co-Owner so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Co-Owner.

6.6 Right of Access. A Co-Owner shall grant a right of access to his Unit to the Board or the Managing Agent, or any other person authorized by the Board or the Managing Agent, for the purpose of making sanitation inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements. Additionally, a right of access shall be given to persons described above to perform installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Co-Owner. In case of an emergency, such right of entry shall be immediate, whether the Co-Owner is present at the time or not.

6.7 Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be changed or amended by the Board, provided that such Rules and Regulations are not contrary to or inconsistent with the Nebraska Condominium Act, the Declaration or the By-Laws. Copies of the Rules and Regulations shall be furnished by the Board to each Co-Owner prior to the time when the same shall become effective.

6.8 Electricity, Water, Gas, Sewer and Cable Television. Electricity shall be supplied by the public utility company serving the area directly, to each Unit through separate meters, and each Co-Owner shall be required to pay the bills for electricity consumed or used in his Unit. The gas, water, sewer fee and electricity serving the Common Elements shall be separately measured, and the Board shall pay all such bills, as a Common Expense, for services consumed.

6.9 Monthly Fee. Monthly fees are due on the first day of each month. Checks should be made payable to the North Gate Garden Estates Homeowners' Association and may be given to anyone in the office.

6.10 Taxes. Taxes for each Unit and the Unit's proportionate share of the Common Area are levied by the Lancaster County Assessor. Each Co-Owner is liable for payment in full of these taxes, upon receipt of a tax statement from the County Treasurer.

ARTICLE VII

Insurance

7.1 Authority to Purchase. Except as otherwise provided in 7.3 below, all insurance policies relating to the Property shall be purchased by the Board, as trustee for the Co-Owners of the Units and their respective mortgagees, as their interests may appear. All policies of insurance shall be written with a company licensed to do business in the State of Nebraska and hold a rating of most favorable or the equivalent by Best's Insurance Reports. The Board shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

7.1.1 Exclusive authority to adjust losses shall be vested in the Board, as insurance trustee for the Unit Co-Owner(s) suffering such loss;

7.1.2 The net proceeds of such policies shall be payable to the Board of Administrators, as insurance trustee for the Unit Co-Owner(s) suffering such loss;

7.1.3 Each Co-Owner of a Unit may obtain additional insurance covering his real property interest at his own expense;

7.1.4 The insurance coverage shall remain separate from any insurance purchased by individual Co-Owners;

7.1.5 The insurer waives its right of subrogation against any insured; and

7.1.6 The insurance coverage cannot be canceled or substantially modified, without at least ten (10) days prior written notice to the Board.

7.2 Insurance Coverage.

7.2.1 The Board, for the benefit of the Property and the Co-Owners, shall maintain a policy or policies of casualty and multi-peril, "all risk" insurance on the Property, with provisions and endorsements for the actual cash value or for the full insurable replacement value of the Units (including fixtures, installations or additions comprising a part of the Building within the finished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, in accordance with the original plans and specifications, or installed by or at the expense of a Co-Owner) and the Common Elements (including Common Areas and facilities, items of common personal property and fixtures) payable to the Board, as insurance trustee, to be disbursed in accordance with this Declaration. The policy or policies shall contain an "Inflation Guard" endorsement or an agreed amount clause, a determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, in any Unit.

7.2.2 A certificate of insurance of said policy or policies of casualty and multi-peril insurance and all renewals thereof shall be delivered by the insurance carrier to all Unit Co-Owners and mortgagees of Units at least ten (10) days prior to expiration of then current policies.

7.2.3 The Board shall also be required to obtain and maintain public liability and property damage insurance for all persons for whom coverage can be written, in such limits as the Board may from time to time determine. This insures the Association of Co-Owners, the Board, the individual Co-Owners and their respective lessees and employees against any liability to the public or to the individual Co-Owners of the Units incident to the ownership and/or use of the Building, other than an individual Unit, and including all of the Common Elements, both real and personal. Limits of liability under such insurance shall not be less than One Million Dollars ($1,000,000) for any one person injured in any one occurrence, and is to include Five Thousand Dollars ($5,000) medical payments coverage, and coverage shall not be less than One Million Dollars ($1,000,000) for property damage in each occurrence. The limits of coverage in said liability policy shall be reviewed at least annually by the Board of Directors and increased at its discretion. Said policy or policies shall be issued on a broad form comprehensive general liability basis and, if possible, shall provide a cross-liability endorsement for possible claims of any one group of insureds, without prejudice, to the right of a named insured under the policies to maintain an action against another named insured.

7.2.4 The Board shall also be required to obtain and maintain, to the extent maintainable, coverage for the Association of Co-Owners itself and for the individual members of the Board and the officers of the Association in an amount of not less than One Million Dollars ($1,000,000), protecting against negligent acts, errors, omissions or breaches of duty on the part of any person acting in the capacity of a member of the Board or as an officer.

7.2.5 The Board shall obtain and maintain Workers' Compensation insurance, as required by law.

7.2.6 The Board shall obtain such other insurance as it deems, in its sole discretion, to be in the best interests of the Association and the Co-Owners.

7.3 Separate Insurance.

7.3.1 Co-Owner or Occupant Personal Property and Personal Liability Coverage. All Co-Owners, agents, lessees and tenants occupying any Unit are required to obtain and maintain casualty and liability insurance covering their Unit and contents, and including coverage for their personal property as follows: Three Hundred Thousand Dollars ($300,000) for comprehensive personal liability, and Five Thousand Dollars ($5,000) for medical payments, as of the date the Co-Owner obtains title. The Co-Owner shall maintain such insurance coverage during the period in which the Co-Owner owns title. All such policies shall contain a standard loss of use and additional expenses provision. The Board of Administrators shall review these coverage limits annually and may require such increased coverage as they see fit. Nothing above shall be construed to limit acquisition by a Co-Owner, agent, lessee or tenant of such additional coverage as he may desire, including, but not limited to, coverage for scheduled items of personal property. All policies so purchased shall waive subrogation and contribution clauses and provisions. Each Co-Owner, agent, lessee or tenant shall provide the Board with certificates of insurance providing evidence of the initial coverage, as outlined above, and all renewals thereof.

7.3.2 Co-Owners' Additional Coverage on Real Property Interest. Each Co-Owner shall have the right at his own expense to obtain additional insurance to cover his real property interest in his Unit, provided that no Co-Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage, so as to decrease the amount which the Board, on behalf of the Co-Owners, may realize under any insurance policy, which it may have in force on the Property at any particular time or to cause any insurance coverage maintained by the Board to be brought into contribution with such additional insurance coverage obtained by the Co-Owner. All such additional policies shall contain waivers of subrogation. Any Co-Owner who obtains individual insurance policies covering any portion of the Property, other than personal property belonging to such Co-

Owner, shall be required to file a copy of such individual policy or policies with the Board within thirty (30) days after the purchase of such insurance.

ARTICLE VIII

Repair and Reconstruction after Fire or Other Casualty

8.1 Repair and Reconstruction Requirements. In the event of damage to or destruction of all or any part of the Building, as a result of fire or other casualty, the Board shall arrange for the supervision and the prompt repair and restoration of the Building. This includes any damaged Units, but not including any furniture, furnishings, fixtures or equipment installed by the Co-Owners in the Units. The foregoing repair and restoration will not take place if more than three-fourths (3/4) of the Building is destroyed and three-fourths (3/4) of the Co-Owners fail to vote in flavor of reconstruction and repair of the Building, at a meeting called within thirty (30) days thereafter. Each Co-Owner shall have the right to supervise the redecorating of his own Unit.

8.2 Procedure for Reconstruction and Repair.

8.2.1 Cost Estimates. Immediately after a fire or other casualty causing damage to any Building, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building and all Common Elements, and replacements thereof, installed by the Co-Owner, but not including any other furniture, furnishings, fixtures or equipment installed by the Co-Owner in the Unit, to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds, as the Board determines to be necessary.

8.2.2 Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs are insufficient, assessments shall be made against the Co-Owners who own the damaged Units, and against all Co-Owners in the case of damage to the Common Elements, in sufficient amounts to provide payments of such costs. Such Assessments against Co-Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments, on account of damage to Common Elements, shall be in proportion to the Co-Owners' interests in the Common Elements as set forth in paragraph 2.17.1.

8.2.3 Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed.

8.2.4 Encroachments. Encroachments upon or in favor of Units, which may be created as a result of such reconstruction or repair, shall not constitute a claim or basis for any proceeding or action by the Co-Owner upon whose Property such encroachment exists, provided that such reconstruction was substantially in accordance with the Map of Condominium under which the Property was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed Building shall stand.

8.3 Disbursements of Construction Funds.

8.3.1 Construction Fund. The net proceeds of insurance collected on account of a casualty, and the funds collected by the Board from assessments against Co-Owners on account of such casualty, shall constitute a construction fund, which shall be held by the Directors and disbursed in payments of the cost of reconstruction and repair in the manner set forth below.

8.3.2 Method of Disbursement. The construction fund shall be paid by the Board of Directors in appropriate progress payments to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services designated by the Board.

8.3.3 Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Co-Owners and their Mortgagees, who are the beneficial owners of the fund; provided, however, that the part of a distribution to a beneficial owner is not in excess of assessments paid by the Co-Owner into the construction fund.

8.3.4 Common Elements. When the damage is to both the Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements, and the balance to the cost of repairing the Units, in the shares set forth above.

8.4 Reconstruction Not Required. If more than three-fourths (3/4) of the fair and reasonable market value, or three-fourths (3/4) of the square footage of the Building is destroyed by fire or other casualty, and three-fourths (3/4) of the Co-Owners fail to vote in favor of repair or restoration within the period of time prescribed by 8.1, the Board shall record with the Register of Deeds a notice setting forth the facts. Upon recording of such notice, the following occurs:

8.4.1 The Property shall be deemed to be owned in common by the Co-Owners.

8.4.2 The undivided interest in the Property owned in common, which shall appertain to each Co-Owner, shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements.

8.4.3 Any liens affecting any of the Units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the Co-Owner in the Property.

8.4.4 The Property shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund and shall be divided among all the Co-Owners in a percentage equal to the interest in the Common Elements as set forth in paragraph 2.17.1, after first paying out of the respective shares of the Co-Owners, to the extent sufficient for such purpose, all amounts due the Homeowners' Association and all liens on the undivided interest in the Property owned by each Co-Owner.

ARTICLE IX

Condemnation

9.1 Procedure in Response to a Taking. In the event of a taking in condemnation or by eminent domain of part or all of the Property, the award made for such taking shall be payable to the Board. Such award shall be disbursed as follows:

9.1.1 If (i) less than three-fourths (3/4) of the fair and reasonable market value or three-fourths (3/4) of the square footage of the Building is destroyed by such taking, or (ii) if more than three-fourths (3/4) of the Co-Owners vote in favor of the repair and reconstruction of the Property at a meeting which shall be called within thirty (30) days after the taking, then, in either case, such reconstruction or repair shall be accomplished in the same manner as set forth in Article VIII of this Declaration in the case of damage by fire or other casualty.

9.1.2 If more than three-fourths (3/4) of the fair and reasonable market value or three-fourths (3/4) of the square footage of the Building is destroyed by such taking, and three-fourths (3/4) of the Co-Owners fail to vote in favor of construction or repair of the Property within thirty (30) days after the taking, the Board of Administrators shall record with the Register of Deeds a notice setting forth such facts, and upon the recording of such notice:

9.1.2.1 The Property shall be deemed to be owned in common by the Co-Owners.

9.1.2.2 The undivided interest in the Property owned in common, which shall appertain to each Co-Owner shall be the percentage of undivided interest previously owned by such Co-Owner in the Common Elements.

9.1.2.3 Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-Owner in the Property.

9.1.2.4 The Property shall be subject to any action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund and shall be divided among all the Co-Owners, in a percentage equal to interest in the Common Elements as set forth in paragraph 2.17.1, after first paying, out of the respective shares of the Co-Owners, to the extent sufficient for such purpose, all liens on the undivided interest in the Property owned by each Co-Owner and all amounts due from said Co-Owner to the Homeowners' Association.

ARTICLE X

Restrictive Covenants and Obligations

10.1 General Restrictions on Use of Units. Each Unit and the Common Elements shall be occupied and used as follows:

10.1.1 No part of the Property shall be used for other than housing and the related common purpose for which the Property was designed, except as to the All-Purpose Room, which in addition to Food Service, Receptions and Parties will also carry on various recreational, educational and craft activities, all of which must be acceptable under the proper zoning of the Property. The right is reserved by the Developer or its agent to use any unsold Unit or Units for sales or display purposes.

10.1.2 Rooms for activities and services for our residents may be developed by the developer or Board. Only residents, their guests or Association Members may participate in the activities and services of the Association. Commercial zoning is not permitted in the Building.

10.1.3 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or the contents thereof,

applicable for residential or professional use, without the prior written consent of the Board. No Co-Owner shall permit anything to be done or kept in his Unit or in the Common Elements which shall result in the cancellation of insurance on the Property or the contents thereof, or which would be in violation of any law.

10.1.4 No immoral, improper, abnormal, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with by and at the sole expense of the Co-Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

10.1.5 Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Property or which would structurally change the Building, except as is otherwise provided in the Declaration.

10.1.6 No tenant of a Unit may make any excessive noise or cause any annoyance or do any act that may disturb the peace of the other Co-Owners or tenants.

10.1.7 Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

10.1.8 The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

10.1.9 No antennas may be erected by any Co-Owner.

10.1.10 No portion of a Unit (other than the entire Unit) may be rented.

10.1.11 No fireplace can be constructed after the Building has been completed by the developer, unless written approval has been obtained from the Board and plans have been accepted by the Lincoln City Codes Department.

10.1.12 Each Co-Owner shall maintain the physical security of the Building, including keeping locks on exterior Unit doors, locks on sliding glass doors and windows in good repair.

10.1.13 No items may be stored on balconies or patios.

10.1.14 Patios and balconies may not be totally or partially enclosed without the permission of the Board.

10.1.15 Pets. Caged birds and aquarium fish are permitted and up to two cats per Unit are approved. No other pets or animals are permitted except a trained animal to assist visually or hearing impaired occupants, tenants or visitors.

10.1.16 Each Co-Owner shall be responsible for the control of excessive or offensive odors within his Unit.

ARTICLE XI

Compliance and Default

11.1 Relief. Each Co-Owner of a Unit shall be governed by and shall comply with all of the terms of the Declaration, the By-Laws and the Rules and Regulations, and any amendments of the same. A default by a Co-Owner shall entitle the Association of Co-Owners, acting through its Board or through the Managing Agent to the following relief:

11.1.1 Legal Proceedings. Failure to comply with any of the terms of this Declaration, the By-Laws and the Rules and Regulations shall be grounds for relief, which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief foreclosure of the lien for payment of all assessments, any other relief provided for in the By-Laws or any combination thereof, and any other relief afforded by a court of competent jurisdiction. All of this relief may be sought by the Association of Co-Owners, the Board of Directors, the Managing Agent or, if appropriate, by an aggrieved Co-Owner.

11.1.2 Additional Liability. Each Co-Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board.

Such liability shall include any occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

11.1.3 Costs and Attorney Fees. In any proceeding arising out of any alleged default by a Co-Owner, the prevailing party shall be entitled to recover the costs of the proceeding, plus reimbursement of expenses not to exceed $1,500.00, and such reasonable attorney fees, as may be determined by the Court.

11.1.4 No Waiver of Rights. The failure of the Association of Co-Owners, the Board or a Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, By-Laws or the Rules and Regulations shall not constitute a waiver of the right of the Association of Co-Owners, the Board or the Co-Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association of Co-Owners, the Board or any Co-Owner, pursuant to any term, provision, covenant or condition of the Declaration, By-Laws or the Rules and Regulations, shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, By-Laws or Rules and Regulations, or at law or in equity.

11.1.5 Interest. In the event of a default by any Co-Owner in paying any Common Expenses or other sum assessed against him, which continues for a period in excess of fifteen (15) days, such Co-Owner shall be obligated to pay interest on the amount due at the rate of twelve percent (12%) per annum from the due date thereof, and may be subject to pay a penalty not to exceed twenty percent (20%) at the discretion of the Board, as provided under 6.4 above.

11.1.6 Abatement and Enjoinment of Violations by Co-Owners. The violation of any rule or regulation adopted by the Board or the breach of any By-Law or the breach of any provision of this Declaration shall give the Board the right, in addition to any other rights set forth in the By-Laws (a) to enter the Unit in which such violation or breach exists and summarily abate and remove, at the expense of the defaulting Co-Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (c) to temporarily suspend the rights of such Co-Owner, members of his family and invitees from using any of the Common Elements.

11.2 Lien for Contributions.

11.2.1 The total annual contribution and any assessment or charges made pursuant to this Declaration and Master Deed against the Co-Owners for the Unit by the Board is hereby declared to be a lien levied against the Unit of such Co-Owner, within the purview of the Nebraska Condominium Act (Sections 76-825 to 76-894, Neb. Rev. Stat. (Cum. Supp. 1984)), which shall be effective as of the first day of each such year and shall be subject to any prior recorded mortgage or lien. The Board or the Administrator may file or record such other or further notice of lien or such other or further documents, as may be required by the then laws of the State of Nebraska to confirm the establishment of such lien. Neither the Board nor any person filing said notice on behalf of the Board shall incur any liability

whatsoever for the filing of said notice. Failure to file said lien notice shall in no way affect the validity of the assessment or fee.

11.2.2 In any case where an assessment against a Co-Owner is payable in installments, upon a default by such Co-Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent to the Co-Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service or notice of such effect upon the defaulting Co-Owner by the Board or the Managing Agent.

11.2.3 The lien for contribution may be foreclosed in the manner provided by the laws of the State of Nebraska by suit brought in the name of the Board or the Administrator, acting on behalf of the Homeowners' Association. During the pendency of such suit, all rentals assigned to the Co-Owners are assigned to the Homeowners' Association, and in the absence of the Unit being rented, the Co-Owner shall be considered a tenant, and the Co-Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The Plaintiff, in such proceeding, shall have the right to the appointment of a receiver, if available under the laws of the State of Nebraska.

11.2.4 Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE XII

Developer's Reservations

12.1 Disputes. In the event of a dispute arising between the Developer and the Association of Co-Owners, the Developer shall appoint one (1) person as a representative, the Association of Co-Owners shall appoint one (1) person as a representative, and the two (2) of them shall appoint a third person, and together the three (3) shall resolve the dispute. A decision by the majority of those appointed shall be binding upon both the Developer and the Association of Co-Owners.

12.2 Other Reservations. The Developer reserves all rights and powers, as specified elsewhere in this Declaration and in the By-Laws, and all rights, as he may exercise, under the Condominium Laws of the State of Nebraska. The Developer's rights include, but are not limited to the following:

12.2.1 The Developer shall retain control of the Association, during which time the Developer or persons designated by him may appoint and remove the officers and members of the Board, provided, however, that the period of such control terminates no later than the earlier of (a) sixty (60) days after conveyance of ninety percent (90%) of the Units which may be created to Unit Co-Owners other than the Developer; or (b) two (2) years after the Developer has ceased to offer Units for sale in the ordinary course of business. The Developer may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of that period, but in that event, he may retain, for the duration of that period of Developer's control, the exclusive right to provide amendments to the Declaration and Master Deed.

12.2.2 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Co-Owners other than the Developer, at least one member, and not less than twenty-five percent (25%) of the members of the Board, shall be elected exclusively by the Co-Owners, other than the Developer. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to the Unit Co-Owners other than the Developer, not less than thirty-three and one-third (33 1/3) of the members of the Board shall be elected exclusively by the Co-Owners, other than the Developer.

12.2.3 Not later than the termination of the Developer's control, the Co-Owners shall elect a Board of at least three members, at least the majority of whom must be Co-Owners. The Board shall elect the officers. The Board, members and officers shall take office upon election.

12.2.4 Notwithstanding any provisions of this Declaration and Master Deed or the By-Laws, the Co-Owners, by two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Co-Owners, at which a quorum is present, may remove any member of the Board, without cause, other than a member appointed by the Developer.

12.2.5 The Developer may maintain sales offices in one (1) or two (2) of the unsold Units, and two (2) model Units, and shall have the right to sell said Units and move his sales and model Units to other unsold Units, until ninety-five percent (95%) of the Units are sold. The Developer shall have the exclusive right to determine which unsold Units to use as sales offices and model Units, and the size and location thereof. The Developer retains an easement through the Common Elements, as may be reasonably necessary to exercise and develop his rights in the construction and operation of the Condominium.

ARTICLE XIII

General and Miscellaneous Provisions

13.1 Amendment of Declaration. This Declaration may be amended and additional Land and Units added thereto, at any time by vote of at least seventy-five percent (75%) of the Co-Owners, cast in person or by proxy, at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that any such amendment shall have been approved in writing by the mortgagee or mortgagees holding mortgages or deeds of trust, constituting first liens on all of the Units subject to mortgages. No such amendment shall be effective until recorded among the land records of Lancaster County, Nebraska. Provided, however, the interest each Co-Owner has in the Common Elements as set forth in paragraph 2.17.1 shall not be changed, except by unanimous consent of all the Co-Owners, which change shall be evidenced by an appropriate amendatory declaration, to such effect recorded among the land records of Lancaster County, Nebraska. Units owned by the Developer shall be considered as being owned by a Co-Owner, for the purpose of voting on all issues, including amendments.

13.2 No Revocation or Partition. The Common Elements shall remain undivided, and no Co-Owner or any other person shall bring any action for condemnation of more than three-fourths (3/4) of the Building. Except in the event of condemnation or destruction of more than three-fourths (3/4) of the Building, the dedication of the Property to the Condominium Regime shall not be waived or revoked unless three-fourths (3/4) of the Co-Owners and the mortgagees of all of the mortgages covering the Units agree to such revocation or waiver.

13.3 Sale of Property or Waiver of Condominium Regime. By an affirmative vote of at least eighty percent (80%) of the Co-Owners, they may elect to sell or otherwise dispose of the Property or to waive the Condominium Regime. Provided, that the individual Units are unencumbered or, if encumbered, that the creditors in whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the Property owned by debtors. Upon waiver of the regime, the Co-Owners shall own the Property as tenants in common, in accordance with their interest as determined under this Declaration, and as expressed in Schedule A attached hereto. Any such action shall be binding upon all Co-Owners, as it shall thereupon be the duty of every Co-Owner to execute and deliver such instruments and to perform all acts as may be necessary.

13.4 Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such ration, shall continue in full force and effect, as if such invalid provision had never been included herein.

13.5 Conflict. In the event of any conflict between this Declaration and provisions of the laws of the State of Nebraska, the latter shall govern and apply.

13.6 Exemption. No Co-Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the general Common Elements and facilities or by the abandonment of his Unit.

13.7 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.8 Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereto.

13.9 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice-versa, whenever the context so requires.

IN WITNESS WHEREOF, North Gate Garden Estates Homeowners' Association has caused this Declaration to be executed this 18TH day of December, 1998.

North Gate Garden Estates
Homeowners' Association

By: Jane E. Schrage
President

By: Dorothy M. Johnson
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

GENERAL NOTARY-State of Nebraska
JOAN KAY SCHWEITZER
My Comm. Exp. 4-19-2000

The foregoing instrument was acknowledged before me this 18TH day of December, 1998, by Jane Schrage, President of North Gate Garden Estates Homeowners' Association and Dorothy Johnson, Secretary of North Gate Garden Estates Homeowners' Association, on behalf of the Association, who acknowledge that the above amended and restated Declaration reflects prior amendments adopted on December 6, 1994, March 29, 1996, and December 15, 1998.

Joan Kay Schweitzer
Notary Public

Adopted: December 6, 1994
Amended: March 29, 1996
December 15, 1998

December 16, 1998

(C:\WP\JSTF\NGDECLAR.R10)

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REGISTER OF DEEDS

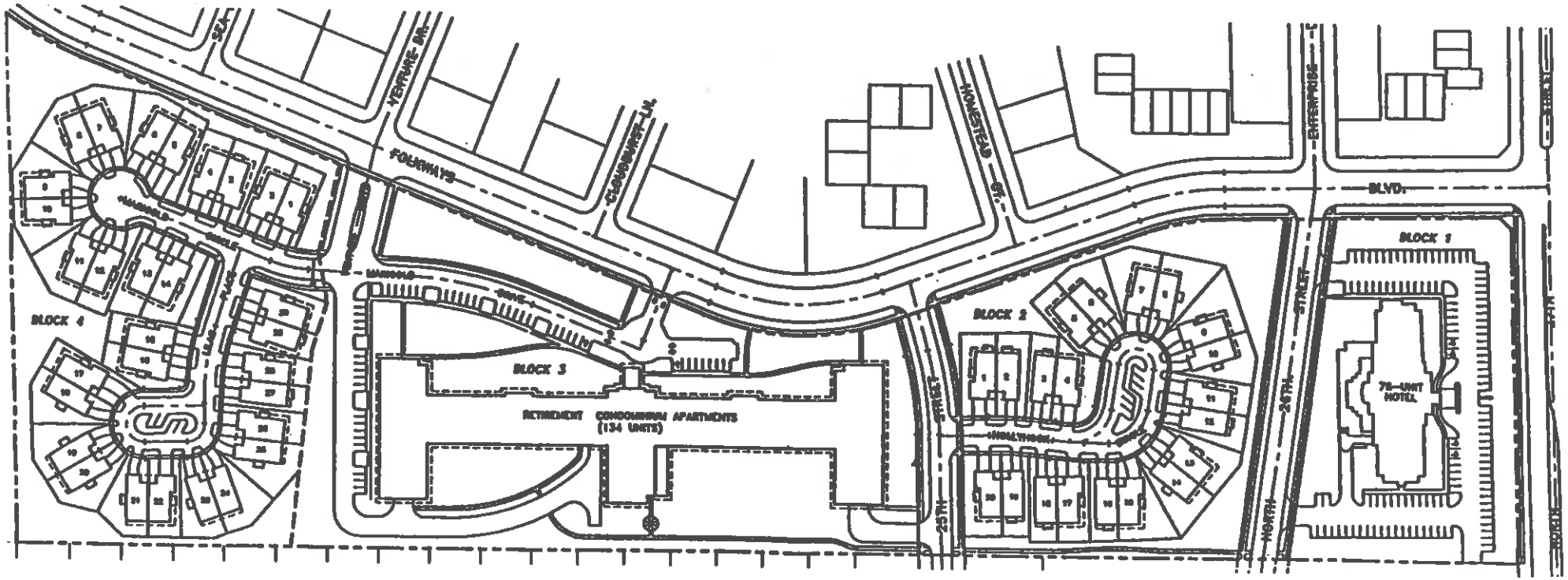
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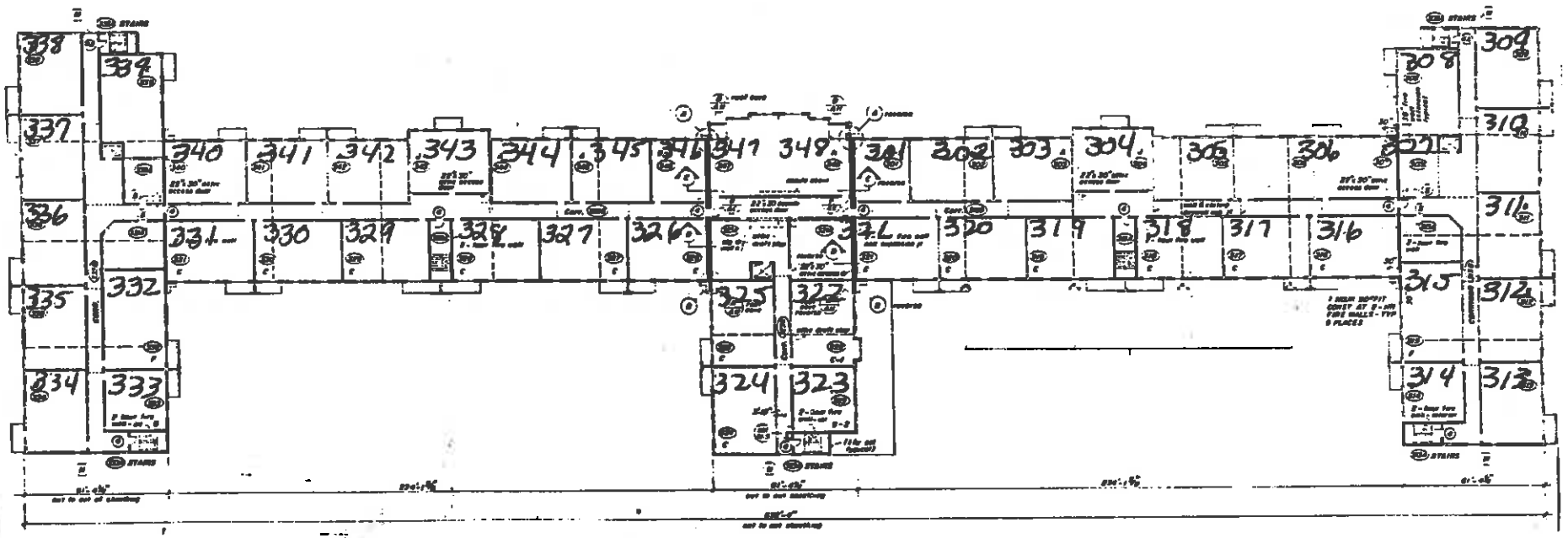
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North Gate Estates
Retirement Community
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Lincoln, NE 68521

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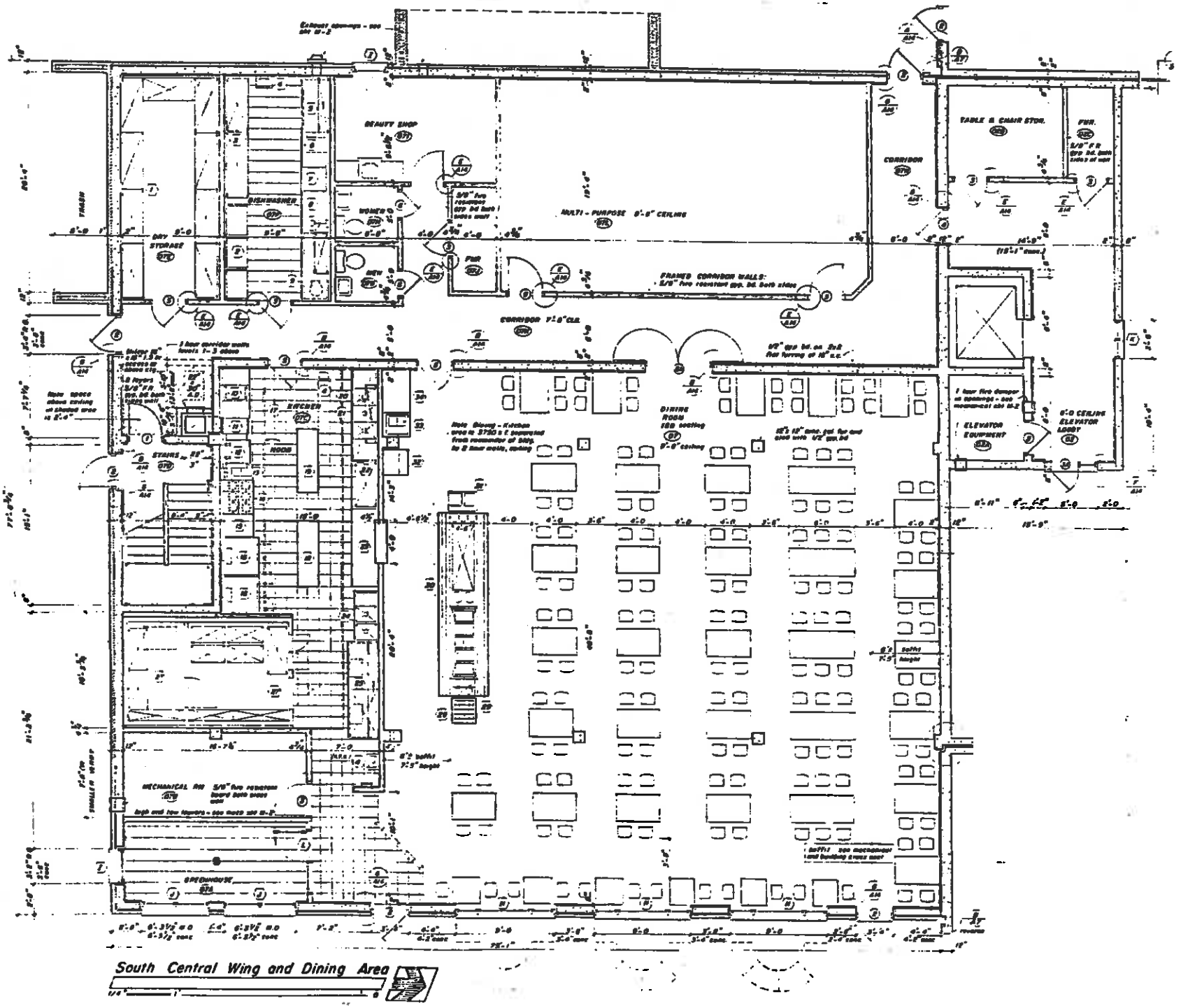


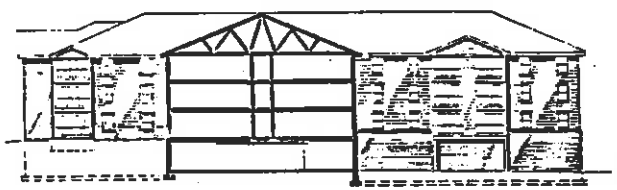

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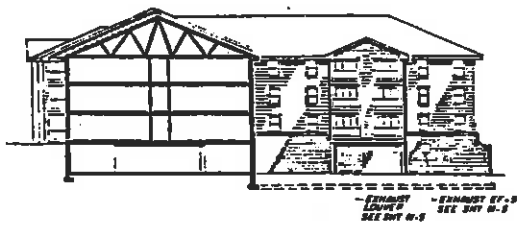
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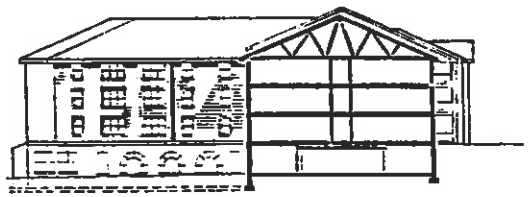

BEAUTY SHOP
DISHWASHER
DRY STORAGE
WOMEN'S
MEN
MULTI - PURPOSE 8'-6" CEILING
CORRIDOR
TABLE & CHAIR STOR.
FURN.
FRAMED CORRIDOR WALLS:
CORRIDOR 7'-6" CLG.
KITCHEN
ROOM
STAIRS
DINING ROOM 100 seating
9'-0" ceiling
ELEVATOR EQUIPMENT
8'-0 CEILING ELEVATOR LOBBY
MECHANICAL RM
GREENHOUSE
South Central Wing and Dining Area
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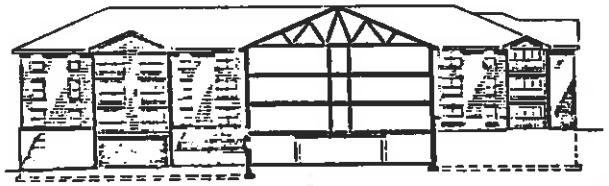
West Elevation of East Wing



West Elevation of Center Wing

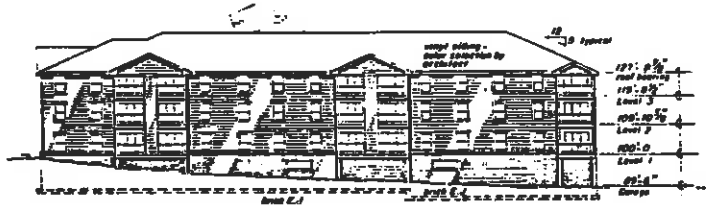


East Elevation of Center Wing

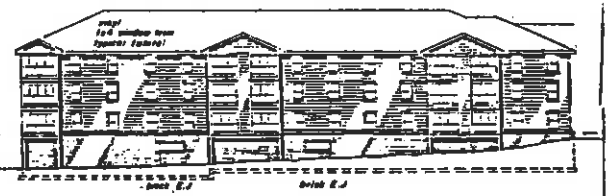


East Elevation of West Wing

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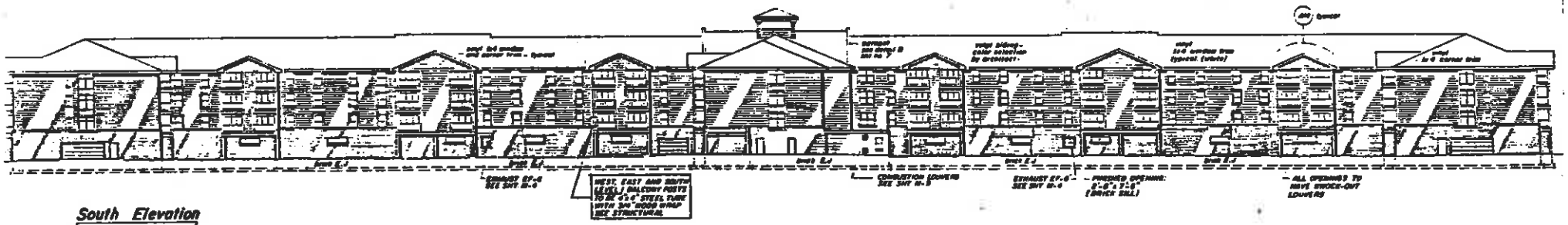


West Elevation

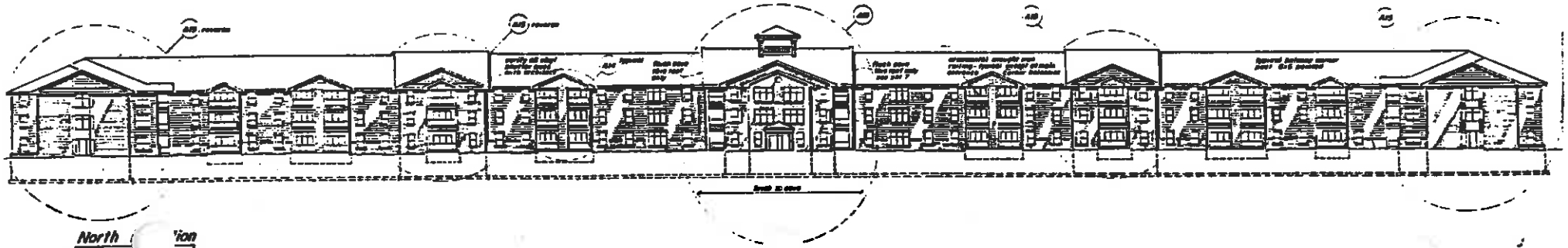


East Elevation

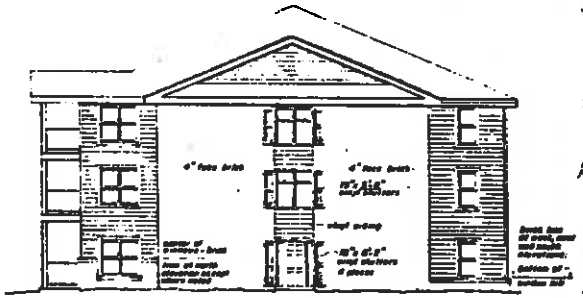
SHINGLES - TAMKO SELF-SEALING STRIP SHINGLES "HEATHERED WOOD" WT. CLASS 'A'
BRICK - ENDICOTT CLAY PRODUCTS "SAHARA SANDS" MODULAR 2 1/4" x 3 5/8" x 7 5/8"
SIDING - CERTAINTEED "SANDSTONE BLEND" DOUBLE 4" BRUSH FINISH MONOGRAM VINYL SIDING WINDOW TRIM AND DOOR TRIM TO BE 3 1/2" LINEAL VINYL "WHITE" CORNER TRIM TO BE 1 PIECE 3 1/2" x 3 1/2" PVC "WHITE" SIDING AT GABLES TO BE RECESSED BY 3 1/2" LINEAL "WHITE"
SHUTTERS - ALCOA RAISED-PANEL SHUTTER 18" WIDTH "WHITE" LENGTHS AS SHOWN SHT A-15



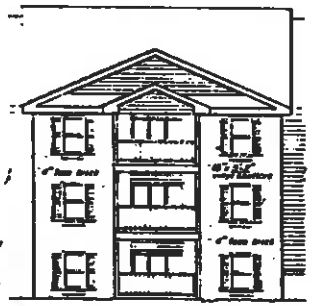
South Elevation



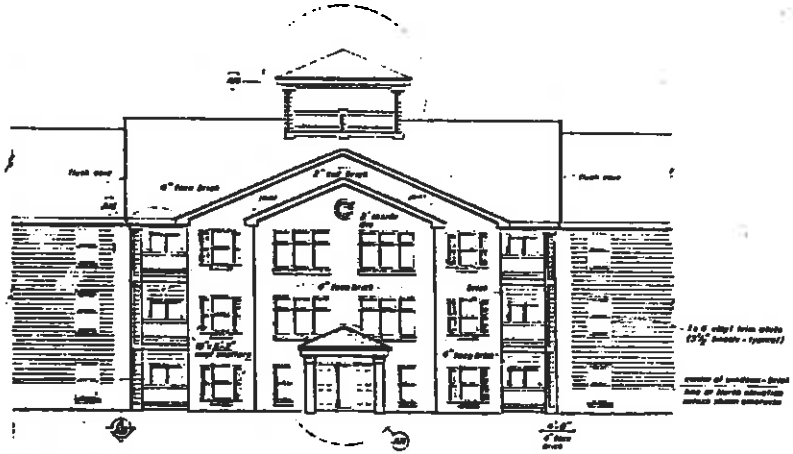
North Elevation



North Elevation NW - NE Wings



Unit 'J' Exterior Elevation



Front Elevation at Main Entrance

Attachment A

LOT 1, BLOCK 3
NORTH GATE ESTATES

LEGAL DESCRIPTION

A Legal Description of Lot 1, Block 3, North Gate Estates to the City of Lincoln, located in the Northeast Quarter of Section 1, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska and more particularly described by metes and bounds as follows:

Beginning at the Southeasterly Corner of Lot 1, Block 3, North Gate Estates to the City of Lincoln, located in the Northeast Quarter of Section 1, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska; Thence S 89°59'54" W, (an assumed bearing), and on the South Line of the Northeast Quarter of said Section 1 and on the South Line of Lot 1, Block 3 of said North Gate Estates and also on the North Line of Lots 12 thru. 19, Block 13, Bicentennial Estates First Addition and Lots 1 thru 5, Block 5, Bicentennial Estates 7th Addition to the City of Lincoln, Lancaster County, Nebraska, a distance of 813.02 feet to the Southwesterly Corner of Lot 1, Block 3 of said North Gate Estates and also said point is on the Northerly Line of Lot 5, Block 5 of said Bicentennial Estates 7th Addition; Thence N 05°51'06" W, and on the Westerly Line of Lot 1, Block 3 or the Easterly Line Outlot "C" of said North Gate Estates, a distance of 256.38 feet; Thence N 17°50'00" E, and on the Westerly Line of Lot 1, Block 3 or the Easterly Line Outlot "C" of said North Gate Estates, a distance of 64.42 feet; Thence N 09°49'10" W, and on the Westerly Line of Lot 1, Block 3 or the Easterly Line Outlot "C" of said North Gate Estates, a distance of 66.59 feet; Thence N 12°47'06" E, and on the Westerly Line of Lot 1, Block 3 or the Easterly Line Outlot "C" of said North Gate Estates, a distance of 116.06 feet to the North Northwesterly Corner of Lot 1, Block 3 of said North Gate Estates and also said point is on the Southerly Right-of-way Line of Folkways Blvd.; Thence on the Southerly Right-of-way Line of said Folkways Blvd. for the next three (3) courses, S 68°12'04" E, and on the Northerly Line of Lot 1, Block 3 of said North Gate Estates, a distance of 510.56 feet to the Point of Curvature; Thence on a curve to the left and on the Northerly Line of Lot 1, Block 3 of said North Gate Estates, having a radius of 341.56 feet, an arc length of 250.13 feet, and a central angle of 41°57'33", with a chord bearing of S 89°13'25" E, a chord distance of 244.58 feet to the Point of Tangency; Thence N 69°49'31" E, and on the Northerly Line of Lot 1, Block 3 of said North Gate Estates, a distance of 3.61 feet to the Northeasterly Corner of Lot 1, Block 3 of said North Gate Estates and also said point is on the Westerly Right-of-way Line of North 25th Street; Thence S 15°10'29" E, and on the Easterly Line of Lot 1, Block 3 of said North Gate Estates and also on the Westerly Right-of-way Line of North 25th Street, a distance of 48.36 feet to the Point of Curvature; Thence on a curve to the right and on the Easterly Line of Lot 1, Block 3 of said North Gate Estates and also on the Westerly Right-of-way Line of North 25th Street, having a radius of 420.00 feet, an arc length of 101.54 feet, and a central angle of 13°51'06", with a chord bearing of S 08°14'56" E, a chord distance of 101.29 feet to the Point of Tangency; Thence S 01°19'23" E, and on the Easterly Line of Lot 1, Block 3 of said North Gate Estates and also on the Westerly Right-of-way Line of North 25th Street, a distance of 156.60 feet to the point of beginning and containing a calculated area of 284,761.15 Square Feet or 6.537 Acres, more or less.

Attachment B

NORTH GATE ESTATES CONDOMINIUMS
PERCENTAGE INTERESTS BASED ON SQUARE FEET
NOVEMBER, 1994

Units	Plan	Square Feet	Percentage Interest
101-201-301	G1	693	0.0050%
102-202-302	A	942	0.0068%
103-203-303	A	942	0.0068%
104-204-304	J	942	0.0068%
105-205-305	A	942	0.0068%
106-206-306	A	942	0.0068%
107-207-307	D	957	0.0069%
108-208-308	E	1132	0.0082%
109-209-309	B	978	0.0071%
110-210-310	B	978	0.0071%
111-211-311	B	978	0.0071%
112-212-312	B	978	0.0071%
113-213-313	B	978	0.0071%
114-214-314	G	706	0.0051%
115-215-315	F	1187	0.0086%
116-216-316	C	1020	0.0074%
117-217-317	C	1020	0.0074%
118-218-318	C	1020	0.0074%
119-219-319	C	1020	0.0074%
120-220-320	C	1020	0.0074%
121-221-321	C	1020	0.0074%
122-222-322	C-1	1031	0.0075%
123-223-323	G-2	780	0.0056%
124-224-324	C	1020	0.0074%
125-225-325	C	1020	0.0074%
126-226-326	C	1020	0.0074%
127-227-327	C	1020	0.0074%
128-228-328	C	1020	0.0074%
129-229-329	C	1020	0.0074%
130-230-330	C	1020	0.0074%
131-231-331	C	1020	0.0074%
132-232-332	F	1187	0.0086%
133-233-333	G	706	0.0051%
134-234-334	B	978	0.0071%
135-235-335	B	978	0.0071%
136-236-336	B	978	0.0071%
137-237-337	B	978	0.0071%
138-238-338	B	978	0.0071%
139-239-339	E	1132	0.0082%
140-240-340	D	957	0.0070%
141-241-341	A	942	0.0068%
142-242-342	A	942	0.0068%
143-243-343	J	942	0.0068%
144-244-344	A	942	0.0068%
145-245-345	A	942	0.0068%
146-246-346	G-1	691	0.0050%
247-347	H	1075	0.0078%
248-348	H	1075	0.0078%

BLOCK
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