



DEED 2005112084



SEP 08 2005 15:22 P 53

Nebr Doc  
Stamp Tax

---

98.05  
Date

---

\$-ex 4

---

By CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
9/8/2005 15:22:25.34



2005112084

DECLARATION  
FOR  
DEER CREEK CONDOMINIUM

Deed  
53  
24

---

FEE 277.00 FB 04-08-756 - new - old  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP 802  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Prepared by:

John M. Proski  
Croker, Huck, Kasher, DeWitt,  
Anderson & Gonderinger, L.L.C.  
2120 So. 72nd Street, #1200  
Omaha, NE 68124

DECLARATION  
FOR  
DEER CREEK CONDOMINIUM

ARTICLE I.  
CREATION; DEFINED TERMS

Section 1.1. Creation of the Condominium. Pursuant to the provisions of the Nebraska Condominium Act, Neb. Rev. Stat §§ 76-825 through 76-894 (hereinafter "NCA"), Landmark Enterprises, Inc., a Nebraska corporation (hereinafter "Declarant") hereby creates a Condominium comprised of the real estate described below, together with all of the other improvements located thereon, all estates, rights, interests and privileges appertaining thereto, subject to easements, covenants and restrictions of record, and all furniture, appliances, fixtures, machinery, equipment, supplies and other personal property owned by Declarant located on, attached to or used in connection with the occupation, maintenance and operation of such real estate ("Property"), to-wit:

Lot 242, Deer Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

Section 1.2. Defined Terms. Except as otherwise more specifically defined herein, all terms used in the Condominium instruments shall have the meanings specified in Section 76-827 of the NCA.

Section 1.2.1. The following terms are used or defined in general terms in the NCA and shall have specific meanings herein as follows:

(a) "Association" shall mean the Deer Creek Condominium Association, a Nebraska non-profit corporation, created pursuant to Section 76-859 of the NCA.

(b) "By-Laws" means the instrument identified by that name and adopted by the Association, as such instrument may be amended from time to time.

(c) "Common Elements" means all portions of the Condominium other than the Units.

(d) "Declarant" means the named Declarant, except that any successor to such named Declarant as to Special Declarant Rights shall, as to such Special Declarant Rights, be the "Declarant". Without limiting the generality of the foregoing, in the event that TierOne Bank (or any successor mortgagee under the existing mortgage described in this Section 1.2.1(d)), as mortgagee under the mortgage delivered by Declarant in connection with the Property prior to the execution of this Declaration (as such mortgage is amended and modified from time to time), acquires title to any Unit owned by Declarant through foreclosure or conveyance in lieu of

foreclosure, TierOne Bank (or its successor, as applicable) shall be deemed to be the "Declarant" hereunder.

(e) "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and ending Sixty (60) days after conveyance of fee title to ninety percent (90%) of the Units which may be created to Unit Owners other than the Declarant.

(f) "Declaration" means this document and the attached Plat and Plans, as the same may be amended from time to time.

(g) "Development Rights" means any right or combination of rights reserved by the Declarant to (i) add real estate to the Condominium; (ii) create Units, Common Elements, or Limited Common Elements within the Condominium; (iii) subdivide Units or convert Units into Common Elements; or (iv) withdraw real estate from the Condominium.

(h) "Executive Board" means the Executive Board of the Association.

(i) "First Transition Election" means the election of one (1) additional Executive Board member to the initial three (3) person Executive Board, such election to be held within sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant or an affiliate of Declarant as defined in Section 76-827(1) of the NCA.

(j) "Limited Common Elements" means those portions of the Common Elements designated herein or on the Plat and Plans as being Limited Common Elements for the exclusive use of one or more but fewer than all of the Units.

(k) "Plat and Plans" means the Plat (Exhibit "A" hereto) and Plans (Exhibit "B-1 to B-28" hereto) of Deer Creek Condominium being recorded pursuant to the NCA simultaneously with this document and constituting a part of the Declaration, as the same may be amended from time to time.

(l) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declaration or the By-Laws.

(m) "Special Declarant Rights" herein means only the following Special Declarant Rights reserved to the Declarant: (1) to complete improvements indicated on the Plat and Plans; (2) to exercise any Development Rights; (3) to maintain sales and management offices in Units owned by Declarant; (4) to maintain an unlimited number of exterior and interior advertising signs on the Common Elements while Declarant is selling Units in the Condominium; (5) to lease Units owned by Declarant to tenants approved by Declarant and (6) to appoint or remove any officer of the Association or any Executive Board Member during the Declarant Control Period, except for Board Members elected by Unit Owners other than Declarant or an affiliate of Declarant at the First Transition Election and thereafter.

(n) "Second Transition Election" means the election of one (1) additional Executive Board member (in addition to the additional Executive Board member elected at the First Transition Election) to the four (4) person Executive Board, such election to be held within sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, or an affiliate of Declarant as defined in Section 76-827(1) of the NCA.

(o) "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are as described in this document and in the Plat and Plans.

Section 1.2.2. The following terms when used herein shall have the meaning set forth below:

(a) "Condominium Documents" consist of this Declaration, including the Plat and Plans, the By-Laws, and the Rules and Regulations.

(b) "Eligible Mortgage" means any of the following: (i) Any first mortgage; or (ii) Any junior mortgage which is to the Declarant, or to the seller of a Unit, or is approved by the Executive Board as an eligible mortgage. A holder, insurer or governmental guarantor of an eligible mortgage is referred to herein as an "Eligible Mortgagee". The term mortgage as used herein shall include deeds of trust. Notwithstanding anything else herein, for all purposes hereunder, the mortgage encumbering the Property delivered by Declarant to TierOne Bank prior to the execution of this Declaration (and all amendments and modifications thereof) shall be deemed to be an Eligible Mortgage, and no notice to, or approval of, the Executive Board shall be required in connection therewith.

(c) "Common Element Interest Allocation" means the undivided ownership interest in the Common Elements and the liability for common expenses allocated to each Unit as set forth in the Common Element Interest Allocation Table, as set forth on Exhibit C attached hereto.

Section 1.3. Provisions of the NCA. The provisions of the NCA and those amendments thereto which by their terms would be applicable to this Condominium shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the NCA as so amended, are contained in this Declaration (including the Plat and Plans) or the By-Laws.

## ARTICLE II. BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location of the buildings on the Property are depicted on the "Plat", which is attached hereto, marked Exhibit "A" and incorporated herein.

Section 2.2. Units.

(a) The dimensions of the buildings on the Property and the location of Units within the building and their dimensions are shown on the "Plans" attached hereto, consisting of twenty-eight (28) pages, marked Exhibit B-1 through B-28), and by this reference incorporated herein. Declarant reserves the right to create approximately 23 Units within the Condominium, subject to an amendment of the Declaration to add more units pursuant to the NCA.

(b) The Common Element Interest Allocation Table attached as Exhibit "C" hereto and by this reference incorporated herein is a list of all Units, their identifying numbers, location (all as shown more fully on the Plat and Plans), type and the common element interest allocated to each Unit determined on the basis of the size of each Unit (excluding the size of the garage portion of each Unit). In the event additional Units are added to the Condominium, the allocations listed on Exhibit "C" shall be adjusted such that the allocation for each Unit is a fraction the numerator of which is equal to the square footage of the Unit (excluding the garage area), as shown in the amendment to this Declaration adding such Units, and the denominator of which is the total square footage of all Units (excluding garage areas).

(c) The "size" of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plat and Plans, which size is reflected on Exhibit "C."

Section 2.3. Unit Boundaries. The boundaries of each Unit are as shown on the Plat and Plans and shall consist of:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (parametric) boundaries:

(1) Upper Boundary: The upper boundary of a Unit is the horizontal plane of the bottom surface of the attic floor joists above the garage of the Unit and the bottom surface of the roof sheeting for the remainder of the Unit.

(2) Lower Boundary: The lower boundary of the Unit is the horizontal plane of the top surface of the concrete floor slab in the basement. The lower boundary of the garage of the Unit is the top surface of the concrete floor.

(b) Vertical (parametric) Boundaries: The vertical boundaries of a Unit are the vertical planes of the interior surface of the studs which support the drywall or plaster perimeter walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries of the Unit. The vertical boundaries of a garage are the inside surface of the wall studs and the inside surface of the garage door.

(c) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the walls, floors, or ceilings designated as boundaries of a Unit or garage are a part of

that Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements.

(d) The Unit shall include the exhaust fan, heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

(e) Subject to the provisions of Paragraph (d) above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(f) Subject to the provisions of Paragraph (e) above, all spaces, interior soffits, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(g) Subject to the provisions of Paragraph (d) above, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows, or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

Section 2.4. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units is permitted subject to compliance with the provisions thereof in Section 5.7 of the By-Laws and in Sections 76-849 and 76-850 of the NCA.

Section 2.5. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the provisions of Section 2.3 above, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 76-865 of the NCA, except as expressly set forth to the contrary in this Section 2.5. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed equally against the Units to which such Limited Common Element was assigned at the time the expense was incurred.

Section 2.6. Allocation of Unit Owner's Voting Rights. Each Unit shall be entitled to votes in the Association as described in Exhibit "C" attached hereto. In the event that additional Units are added to the Condominium, each additional Unit will receive one vote in the Association for each square foot of the Unit (excluding garage areas) as shown in the amendment to this Declaration which adds the additional Units.

ARTICLE III.  
DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS  
AND LIMITED COMMON ELEMENTS

Section 3.1. Common Elements. All portions of the Condominium other than the Units are Common Elements. The locations of the Common Elements to which each Unit has direct access are shown on the Plat and Plans.

Section 3.2. Limited Common Elements.

Section 3.2.1 The following portions of the Building are hereby designated as Limited Common Elements:

- (a) Doors leading from Units to Limited Common Elements, and their related frames, sills and hardware;
- (b) Doors leading from Units to Common Elements, and their related frames, sills, and hardware; and
- (c) Windows and doors and their related frames, sills, and hardware which are not part of the Unit but which are adjacent to and serve only such Unit;
- (d) The open area in a building in which Units are located between the upper boundary of such Unit and the roof of the building; and
- (e) Those Limited Common Elements described as such in Sections 2.3(e) and 2.3(g), above.

Section 3.2.2. The exclusive use of the Limited Common Elements by a Unit Owner to which it is assigned, shall be limited to lawful uses normally associated with property serving residential apartments. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the Limited Common Elements that are consistent with the provisions of the immediately preceding sentence, and in any event no alteration of any portion of any Limited Common Element may be performed without the prior written consent of the Executive Board.

ARTICLE IV.  
EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 76-851, 76-852, and 76-853 and other provisions of the NCA, the Condominium shall be subject to the following easements and restrictions:

Section 4.1.1. Declarant's Use for Sales Purposes.

(a) Declarant shall have an easement to maintain sales offices, management offices, and models in any Units owned by Declarant, and to maintain an unlimited number of interior and exterior advertising signs on the Common Elements while the Declarant is selling Units in the Condominium.

(b) Declarant may from time to time relocate models, management offices and sales offices to different Units owned by Declarant within the Property. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

(c) So long as Declarant shall be selling Units in the Condominium, Declarant shall have the right to restrict the use of the Common Element parking spaces. Such use shall include reserving such spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, maintenance, construction or management activities.

Section 4.1.2. Utility and Other Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.1.2. shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment, ducts, chimneys, flues, vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2., unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 4.1.3. Declarant's Easements.

(a) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures and the performance of work respecting the Property.



(b) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4.1.3(b) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected portion of the Property as closely to its original condition as practicable.

(c) During the Declarant Control Period, the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

Section 4.1.4. Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(b) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in a building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in a building, the Common Elements and the Limited Common Elements.

Section 4.1.5. Common Elements Easement in Favor of the Association. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

Section 4.1.6. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Unit benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which

are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(c) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the drywall or plaster perimeter walls bounding the Unit and the bottom surface of floor joists above the Unit to the extent the nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

(d) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grills and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or was thereafter installed by Declarant.

Section 4.1.7. Units and Limited Common Elements Easements in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(a) For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both;

(c) For correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

ARTICLE V.  
AMENDMENT OF DECLARATION

Section 5.1. Amendment Generally.

(a) This Declaration may be amended only in accordance with the procedures specified in Section 76-854 of the NCA or referred to in Section 76-854 thereof and the express provisions of this Declaration.

(b) No amendment shall be made to this Declaration during the Declarant Control Period without the written consent of the Declarant. No amendment to this Declaration shall diminish or impair the rights of Declarant under this Declaration without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person under this Article. Except as specifically provided in this Declaration or the NCA, no provision of this Declaration shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of Mortgagees.

ARTICLE VI.  
USE RESTRICTIONS

Section 6.1. Rules and Regulations.

(a) The occupancy and use of the Units and Common Elements (including Limited Common Elements) shall be subject to the following restrictions:

(i) The Units and Common Elements (including Limited Common Elements) in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as sample, model, management or sales offices) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

(ii) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(b) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereof shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 6.2. Exception to Use Restrictions. Notwithstanding the foregoing Rules and Regulations in Section 6.1, a Unit Owner may lease his or its Unit to Declarant, to the Association or to a managing agent acting on behalf of either the Declarant or the Association for the uses specified in Section 8.2, infra.

ARTICLE VII.  
MORTGAGES

Section 7.1. Requirements.

(a) Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the NCA and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 76-871 of the NCA or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage; or (iii) (other than with respect to TierOne Bank or its successor as mortgagee under the mortgage existing on the Property prior to the execution of this Declaration) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(i) Nothing contained in Section 7.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(b) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Executive Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than (i) a first mortgage or (ii) a junior mortgage to the Declarant or Seller of a Unit is delivered to the Executive Board, the Executive Board shall promptly notify the proposed mortgagee whether such mortgage has been approved by the Executive Board as an Eligible Mortgage.

Section 7.2. Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each Eligible Mortgage, and whether it is a first Mortgage.

Section 7.3. Rights of Eligible Mortgagees.

Section 7.3.1. Upon the specific written request of a holder of an Eligible Mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(b) Any audited or unaudited financial statements of the Executive Board which are prepared for the Executive Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;

(c) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(f) Notice of any default of the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(g) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(h) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property;

(i) Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Mortgagee's mortgage;

(j) Such other financial data as such Eligible Mortgagee shall reasonably request; or

(k) Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Section 7.4. below.

Section 7.3.2. The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Executive Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 7.3.2.

Section 7.3.3. Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Executive Board.

Section 7.3.4. Any Eligible Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Association at any reasonable time.

Section 7.4. Approval of Mortgagees. Subject to the limitations imposed by Section 76-856 of the NCA, and further subject where applicable to the agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are required by the NCA:

(a) The prior written approval of holders of first mortgages of Units representing at least sixty-seven percent (67%) of the votes of Units subject to first mortgages shall be required to terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property;

(b) The prior written approval of at least two-thirds (2/3) of the holders of first mortgages on Units (based upon one vote for each first mortgage owned) shall be required for any of the following:

(i) The termination or abandonment of the condominium status of the Property except for termination or abandonment as a result of condemnation or substantial loss to the Units and/or Common Elements;

(ii) A change in the schedule of Common Element Interest Allocations set forth in Exhibit "C" allocated to each Unit;

(iii) The partition or subdivision of any of the Common Elements;

(iv) The abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection);

(v) The use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property;

(c) The prior written approval of holders of first mortgages of Units representing at least fifty-one percent (51%) of the votes of Units subject to first mortgages shall be required to make an amendment of a material nature to the Condominium Documents. A change in the provisions of any Condominium Document directly relating to any of the following shall for this purpose be considered material:

(i) Voting rights;

(ii) Assessments, assessment liens or subordination of assessment liens;

(iii) Reserves for maintenance, repair and replacement of the Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the General or Limited Common Elements or rights to their use;

(vi) Convertibility of Units into Common Elements or of Common Elements into Units;

(vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(viii) Insurance or fidelity bonds;

(ix) Leasing of Units;

(x) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xi) A decision by the Association to establish self-management if any professional management had been required previously by an Eligible Mortgagee;

(xii) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;

(xiii) Actions to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;

(xiv) Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.

(d) Notwithstanding anything to the contrary in this Section 7.4., written approval of holders of first mortgages on Units shall not be required for an amendment to this Declaration made pursuant to Section 12.4 hereof.

## ARTICLE VIII. LEASING

### Section 8.1. Restrictions.

Section 8.1.1. A Unit Owner may lease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

(a) No Unit may be leased for transient or hotel purposes or for an initial term of less than ninety (90) days;

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and

(d) The rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the owner of that Unit.

Section 8.1.2. Notwithstanding the foregoing, the restrictions set forth in Section 8.1.1 shall not apply to the Declarant (or Declarant's mortgagee if such mortgagee acquires title to Units owned by Declarant through foreclosure or conveyance in lieu of foreclosure, thereby becoming a successor Declarant) during the Declarant Control Period and Declarant shall have unrestricted authority to lease the Units owned by Declarant during the Declarant Control Period. Upon the expiration of the Declarant Control Period, the restrictions set forth in Section 8.1.1 shall apply to the Declarant.



Section 8.1.3. Notwithstanding the foregoing, except as set forth in Section 8.1.2, the provisions of Section 8.1.1. shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

Section 8.2. Exception to Restrictions. Notwithstanding the restrictions in Section 8.1, above, a Unit Owner may lease his or its Unit to Declarant, to the Association or to a managing agent acting on behalf of either Declarant or the Association, for use by residents of the Condominium as an office, a dining room, a club room, party room or a meeting room, under such terms and conditions as may be mutually agreed upon between the Unit Owner on the one hand and either Declarant, the Association or a managing agent on the other.

#### ARTICLE IX.

#### BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Payments. The Executive Board shall levy and enforce the collection of general and special assessments for Common Expenses. Assessments shall commence upon the fee title conveyance of the first Unit to a Person other than the Declarant. All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month. Special assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month, during such period of time as established by the Executive Board. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis, payable in monthly installments, and not on an annual basis.

Section 9.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 76-860(a)(10), 76-860(a)(11), and 76-860(a)(12) of the NCA, shall be subordinate to the lien of a first mortgage on a Unit.

Section 9.3. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may in the discretion of the Executive Board either be returned to the Unit Owners pro rata in accordance with each Unit Owner's Percentage Interest or be so credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expenses assessments.

#### ARTICLE X.

#### DECLARANT'S RIGHTS

#### Section 10.1. Declarant Control of The Association.

Section 10.1.1. The Declarant may, at its option, control the Association during the Declarant Control Period.

Section 10.1.2. During the Declarant Control Period the Declarant may appoint and remove the officers and members of the Executive Board except as otherwise provided in Section 76-861 of the NCA or Section 10.1.3. below.

Section 10.1.3. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, the First Transition Election shall be held at which time one (1) additional member shall be elected to the Executive Board by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, the Second Transition Election shall be held at which time one (1) additional member shall be elected to the Executive Board by Unit Owners other than the Declarant. Neither the member elected at the First Transition Election nor the member elected at the Second Transition Election nor their successors, shall be subject to removal by the Declarant.

#### Section 10.2. Termination of Declarant Control Period.

Section 10.2.1. The Declarant Control Period shall commence with the date of recording this Declaration and continue for a period not to exceed sixty (60) days after conveyance of fee title to ninety percent (90%) of the Units comprising the Condominium to Unit Owners other than Declarant.

Section 10.2.2. Anything in Section 10.2.1. to the contrary notwithstanding, the Declarant Control Period and the extent of such control may be modified, changed or altered in any way in a written agreement to be entered into between Declarant and fifty percent (50%) or more of the Unit Owners other than Declarant.

### ARTICLE XI.

#### UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future owner, lessee, occupant and mortgagee of a Unit shall be subject to and comply with the provisions of the NCA, this Declaration (including the Plat and Plans), the By-Laws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the NCA or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the NCA, this Declaration (including the Plat and Plans), the By-Laws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be 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 or lease thereof.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as Attorney-in-Fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

## ARTICLE XII EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Powers of Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the NCA.

Section 12.2. Composition of Executive Board. The Executive Board shall initially consist of five (5) members who shall be elected at Annual Meetings of Association members except that until the First Transition Election there shall be only three (3) members of the Executive Board, which three (3) members and any successors to such three (3) members shall be appointed by the Declarant until the end of the Declarant Control Period. One (1) additional Executive Board member shall be elected at the First Transition Election. At the First Transition Election all Unit Owners other than the Declarant shall have the right to vote for the additional one (1) Executive Board member. One (1) additional Executive Board member (in addition to the additional member elected at the First Transition Election, with the membership of the Executive Board thus being raised to five (5)) shall be elected at the Second Transition Election. At the Second Transition Election all Unit Owners other than Declarant shall have the right to vote for the additional one (1) Executive Board member. During the Declarant Control Period successors to the additional members of the Executive Board elected at the First Transition Election and the Second Transition Election shall be elected by the vote only of Unit Owners other than the Declarant. At the end of the Declarant Control Period, the Executive Board shall consist of five (5) members. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the By-Laws. Cumulative voting shall be permitted by Unit Owners with respect to election of Executive Board Members.

Section 12.3. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration (including the Plat and Plans), the By-Laws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board following an appeal to such Executive Board from the Association body making a determination in the first instance shall be final and binding on each and all such Unit Owners, except as may be otherwise provided in a Management Agreement negotiated between the Declarant and fifty percent (50%) or more of the Unit Owners, as contemplated by the By-Laws. Subject to such limitations as may be otherwise set forth in said Management Agreement, the Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in

carrying out its responsibilities under this Section 12.3. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 12.4. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the NCA and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, then at any time and from time to time, the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 12.4. shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

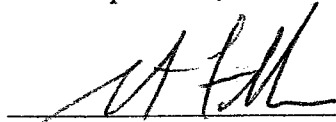
Section 12.5. Abating and Enjoining Violations by Unit Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the By-Laws or the breach of any provision of this Declaration or the NCA by any Unit Owner, shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 12.6. Insurance. The Executive Board shall obtain and maintain insurance as provided in the By-Laws.

IN WITNESS WHEREOF, LANDMARK ENTERPRISES, INC., a Nebraska corporation, has caused these presents to be executed the day and year first above written.

LANDMARK ENTERPRISES, INC.,  
A Nebraska corporation, Declarant

By:

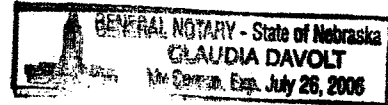
  
\_\_\_\_\_  
Steve Faller, President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 19 day of August, 2005, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Steve Faller, President of Landmark Enterprises, Inc., a Nebraska corporation, known to me to be the identical person who signed the above instrument, and acknowledged the execution thereof to be his own act and deed, and the act and deed of the Partnership.

Witness my hand and notarial seal the day and year last above written.

Claudia Davolt  
Notary Public



CONSENT

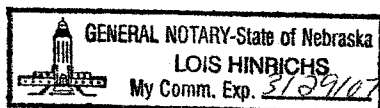
The undersigned hereby consents to the formation of Deer Creek Condominium as provided in this Declaration.

TIERONE BANK, Mortgagee  
By [Signature]  
Delmar E. Williams, Senior Vice President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF LANCASTER )

On this 19<sup>th</sup> day of August, 2005, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Delmar E. Williams, Senior Vice President of TierOne Bank, known to me to be the identical person who signed the above instrument, and acknowledged the execution thereof to be his own act and deed, and the act and deed of the Bank.

Witness my hand and notarial seal the day and year last above written.



Lois Hinrichs  
Notary Public

**Exhibit A - Plat**

Page 1 of 2

MILITARY ROAD

PROPOSED 30' WIDENING OF  
 SANITARY SEWER AND  
 DRAINAGE EXISTENT

PROPOSED 30' WIDENING  
 OF SANITARY  
 SEWER EXIST

EXISTING 30' WIDENING  
 OF SANITARY SEWER AND  
 DRAINAGE EXISTENT

PROPOSED 30' WIDENING  
 OF SANITARY SEWER AND  
 DRAINAGE EXISTENT

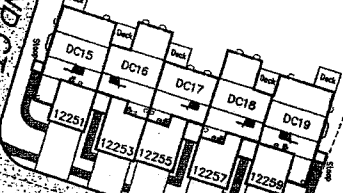
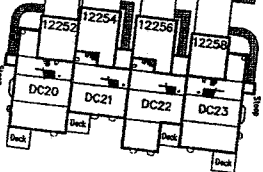
243

241

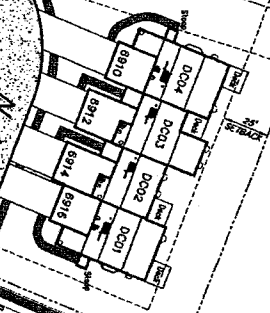
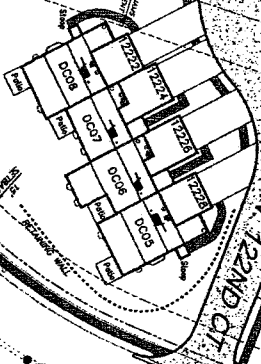
N 122ND ST.

N 122ND CT

MARY PLAZA



IDA PLAZA



READ ST.

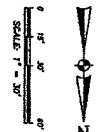
L A K E

243

SEE ZONING REGULATIONS  
 STREET WAD 15 FEET  
 FRONT YARD 20 FEET  
 SIDE YARD 20 FEET



MADE BY LINDA BROWN, NUMBER BY JOHN Q. PROCTOR 1  
 ARCHITECTURAL FLOOR PLAN  
 PROJECT: DEER CREEK CONDOMINIUM  
 SHEET: 1/14/2005  
 DATE: 1/14/2005  
 SCALE: 1" = 30'



36

**Exhibit B - Plans**

Page 1 of 28



# **Exhibit B - Plans**

Page 2 of 28

Buildings 1, 2 and 5

Units 1, 2, 3, 4, 5, 6, 7, 8, 20, 21, 22 and 23

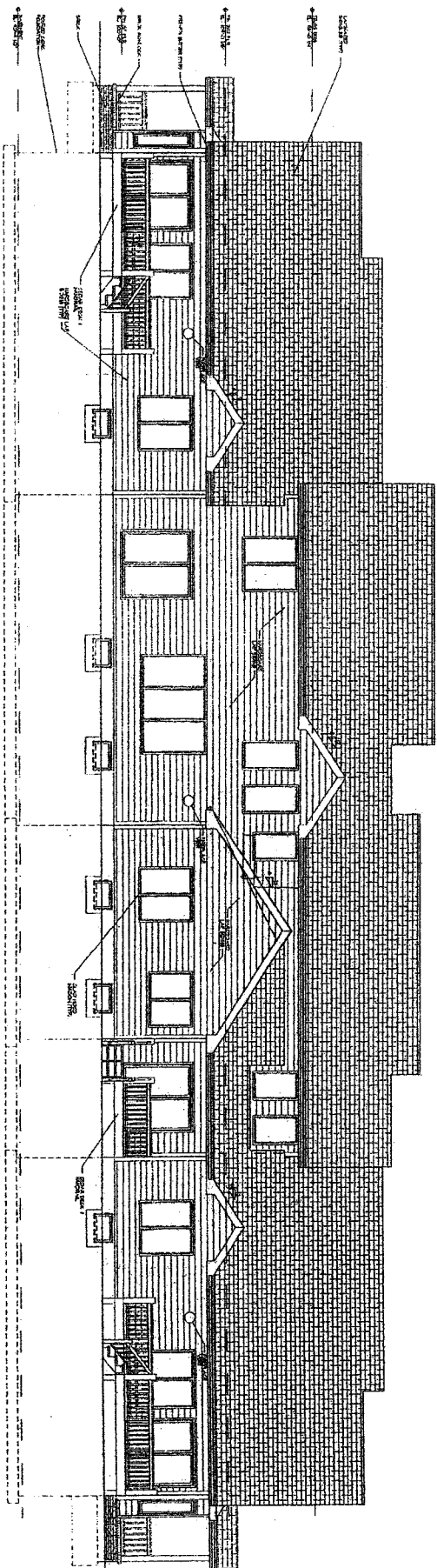
- Front and Rear Elevation
- Left and Right Side Elevation
- Basement Plan
- Main Floor Plan
- Second Floor Plan
- Roof Plan and Sections
- HVAC Plans
- Electrical Plans

Rear elevation of, from left to right:

Building 1: Units 1, 2, 3 and 4

Building 5: Units 20, 21, 22 and 23

Building 2: Units 8, 7, 6 and 5



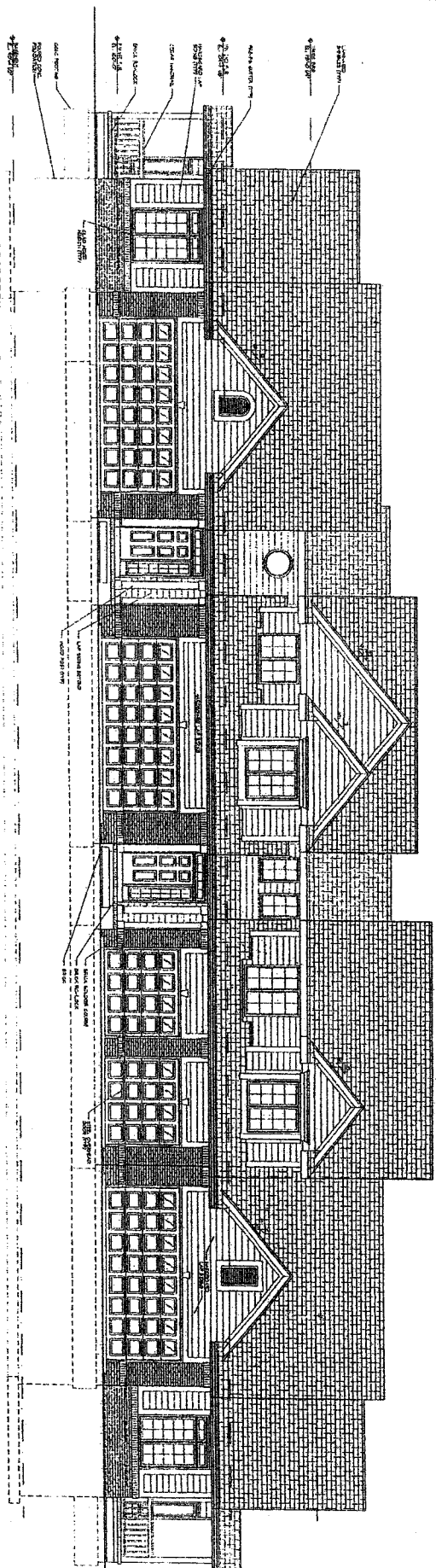
2 REAR ELEVATION  
SCALE 1/8"=1'-0"

Front elevation of, from left to right:

Building 1: Units 4, 3, 2 and 1

Building 5: Units 23, 22, 21 and 20

Building 2: Units 5, 6, 7 and 8



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

**FOOTINGS:**

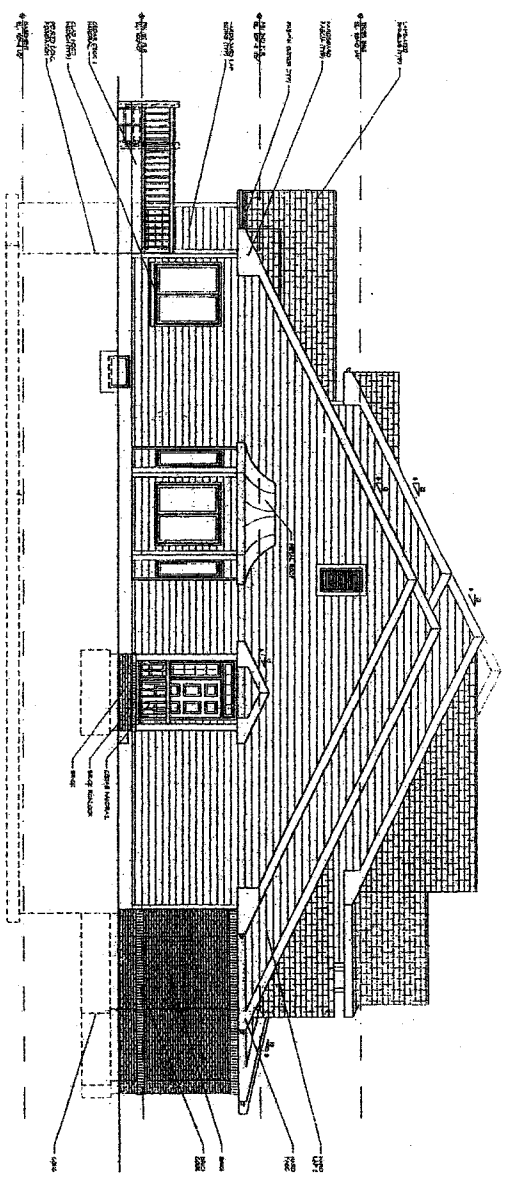
1. FOUNDATION SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
2. FOUNDATION SHALL BE CONCRETE OR BLOCK WITH THE FOUNDATION SHALL BE 12" MINIMUM THICKNESS.
3. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
4. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
5. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
6. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
7. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
8. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
9. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
10. FOUNDATION SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.

**ROOFING:**

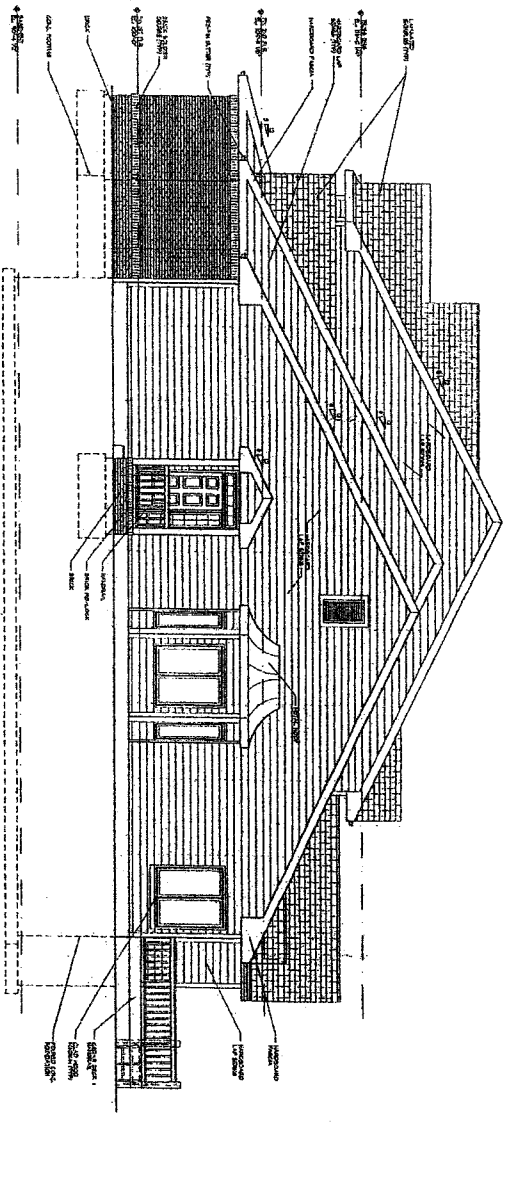
1. ROOFING SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
2. ROOFING SHALL BE CONCRETE OR BLOCK WITH THE ROOFING SHALL BE 12" MINIMUM THICKNESS.
3. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
4. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
5. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
6. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
7. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
8. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
9. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.
10. ROOFING SHALL BE AT LEAST 12" MINIMUM THICKNESS UNLESS OTHERWISE NOTED HEREON.

**CONCRETE AND MASONRY:**

1. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
2. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
3. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
4. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
5. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
6. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
7. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
8. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
9. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.
10. ALL CONCRETE SHALL BE AT LEAST "FOOT DEEP" UNLESS OTHERWISE NOTED HEREON.

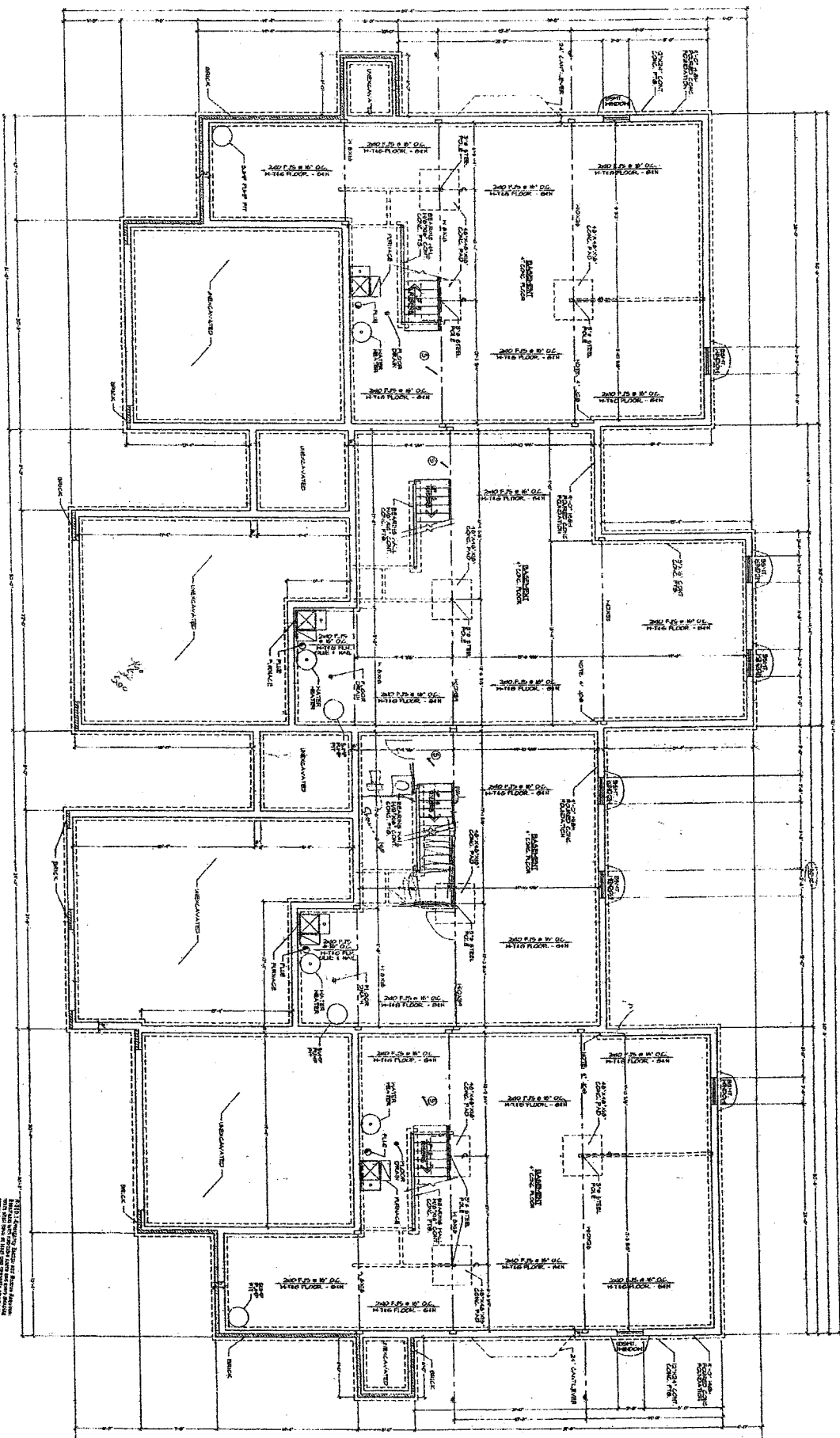


2 LEFT SIDE ELEVATION  
1/8" SCALE



1 RIGHT SIDE ELEVATION  
1/8" SCALE

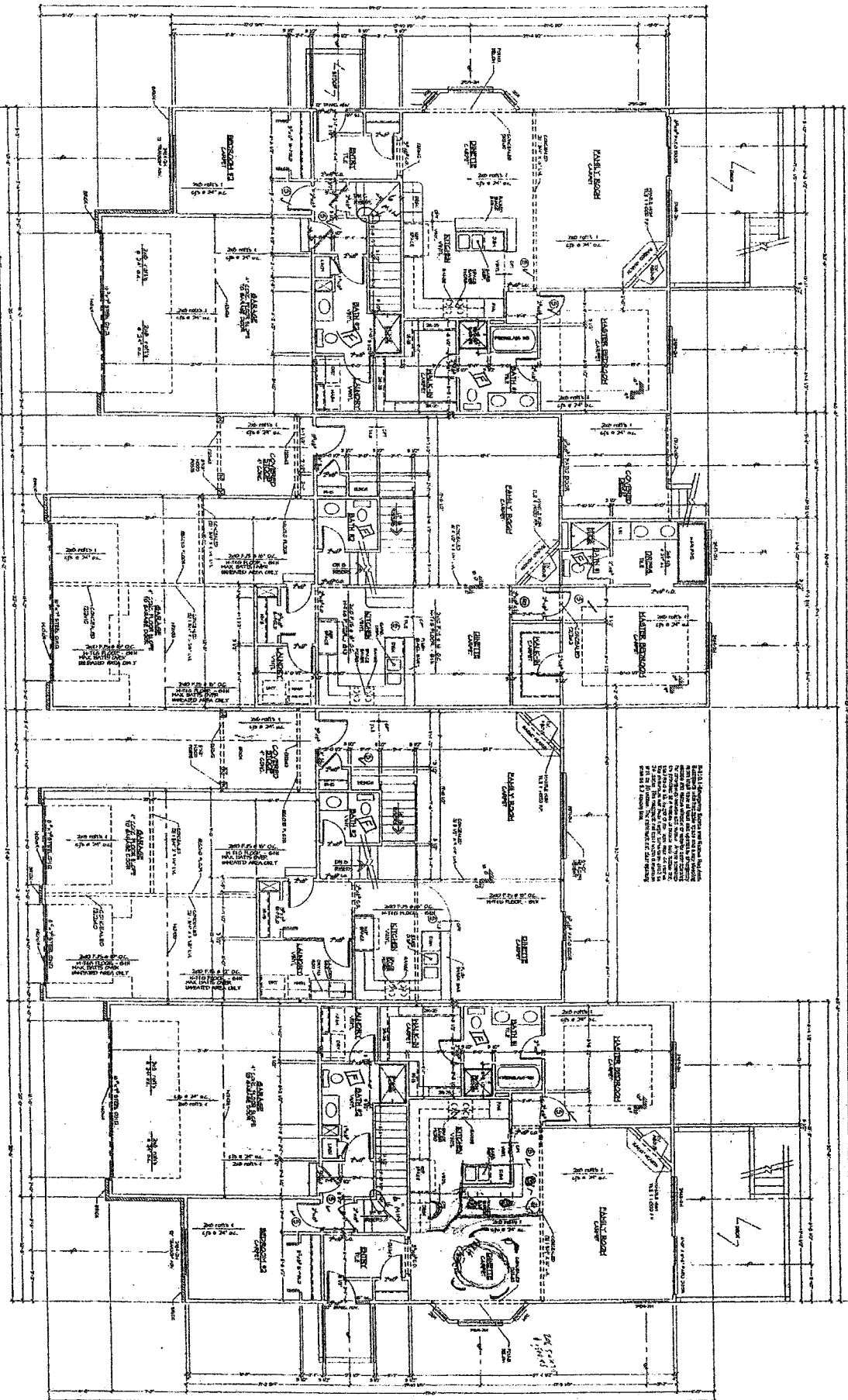
Basement plans of, from left to right:  
 Building 1: Units 4, 3, 2 and 1  
 Building 2: Units 5, 6, 7 and 8  
 Building 5: Units 23, 22, 21 and 20



⊕ BASEMENT PLAN  
SCALE: 1/8" = 1'-0"

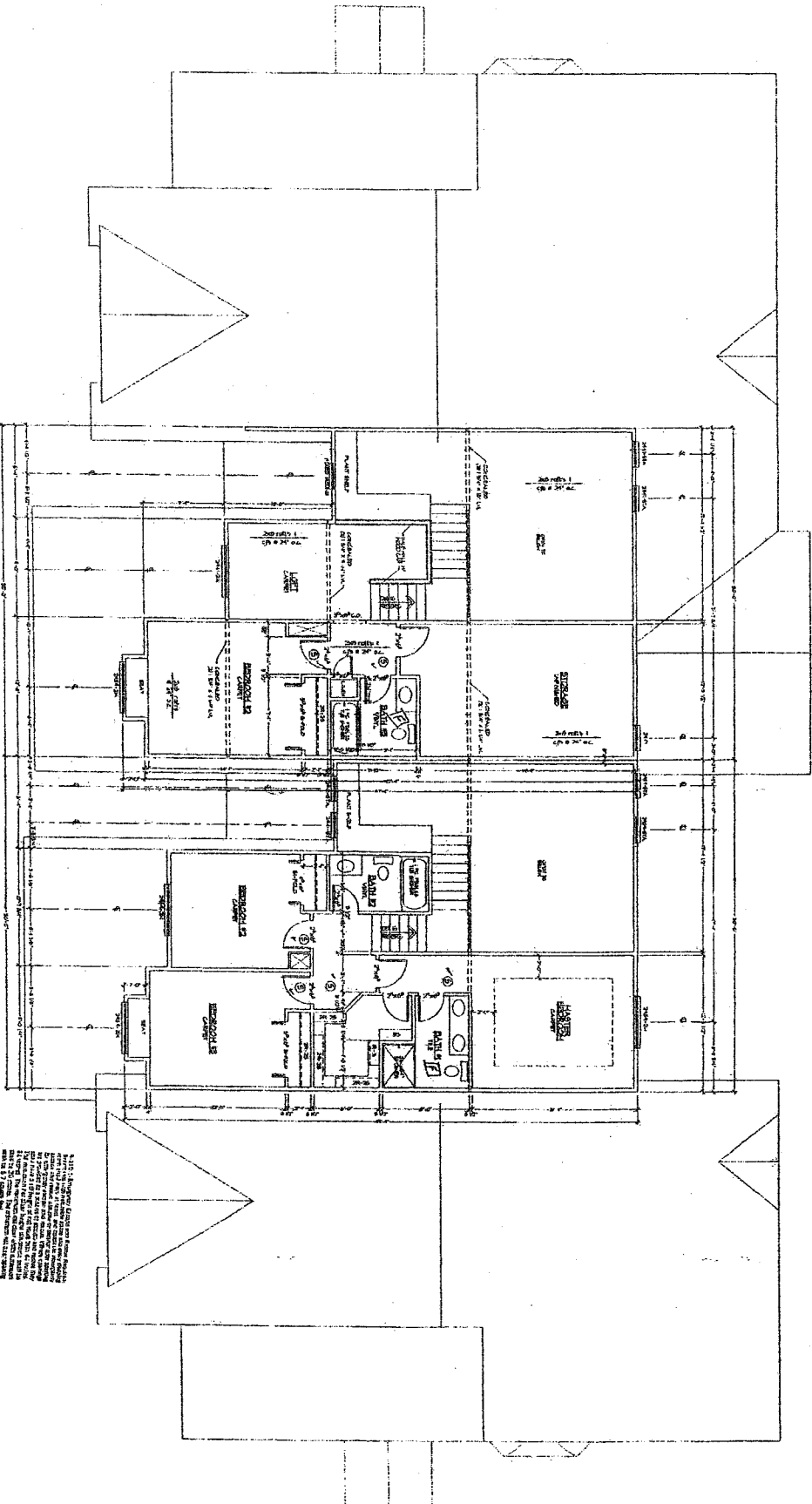
NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.  
 3. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.  
 4. ALL CEILING ARE 8" THICK UNLESS OTHERWISE NOTED.  
 5. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.  
 6. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.  
 7. ALL STAIRS ARE 36" WIDE UNLESS OTHERWISE NOTED.  
 8. ALL ELEVATIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 9. ALL FINISHES ARE TO FACE UNLESS OTHERWISE NOTED.  
 10. ALL MATERIALS ARE TO BE AS SHOWN ON THE SPECIFICATIONS.  
 11. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.  
 12. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND REGULATIONS.  
 13. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND REGULATIONS.  
 14. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND REGULATIONS.  
 15. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND REGULATIONS.

Main floor plans of, from left to right:  
 Building 1: Units 4, 3, 2 and 1  
 Building 2: Units 5, 6, 7 and 8  
 Building 5: Units 23, 22, 21 and 20



- |         |         |         |         |
|---------|---------|---------|---------|
| Unit 4  | Unit 3  | Unit 2  | Unit 1  |
| Unit 5  | Unit 6  | Unit 7  | Unit 8  |
| Unit 23 | Unit 22 | Unit 21 | Unit 20 |

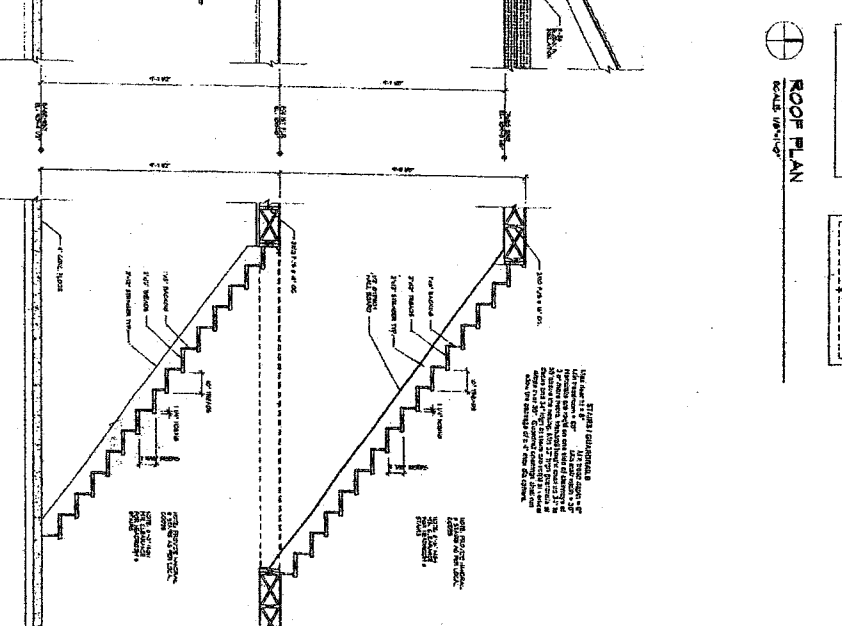
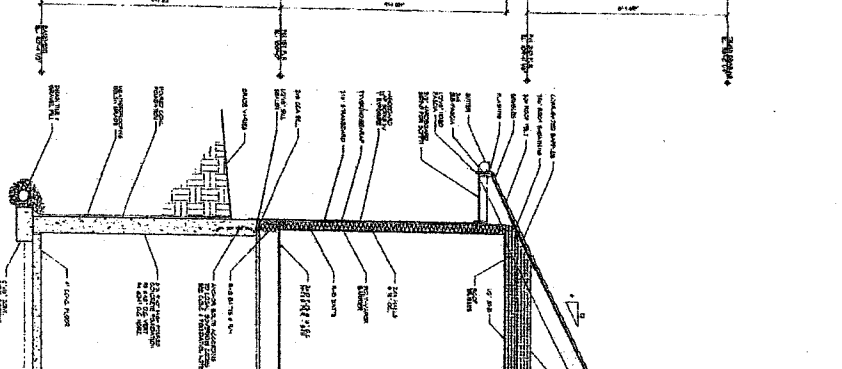
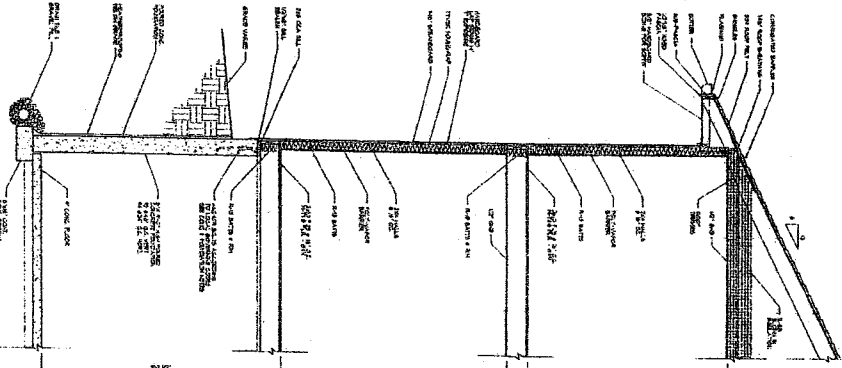
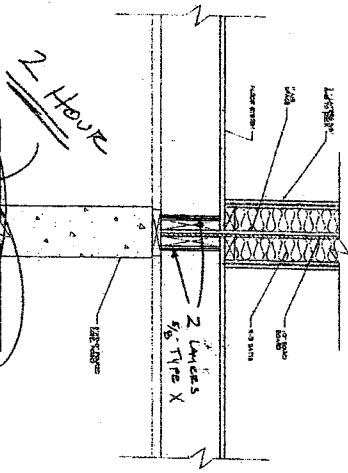
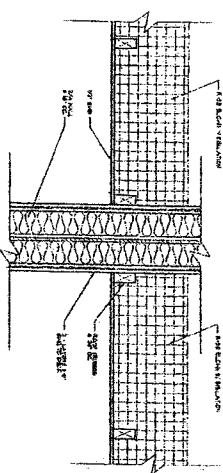
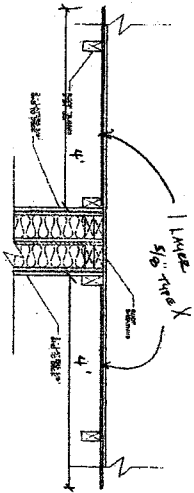
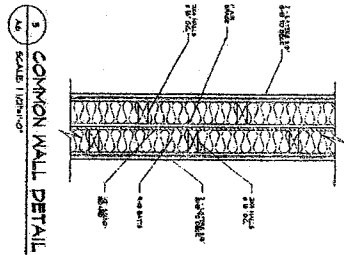
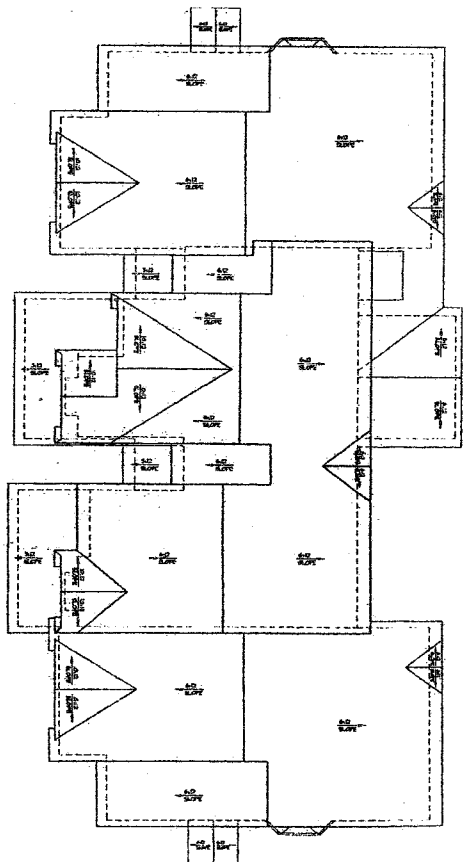
Second floor plans of, from left to right:  
 Building 1: Units 3 and 2  
 Building 2: Units 6 and 7  
 Building 5: Units 22 and 21



Unit 3  
 Unit 2  
**SECOND FLOOR PLAN**  
 Unit 22  
 Unit 21

Unit 6  
 Unit 7  
 Unit 22  
 Unit 21

NOT TO SCALE  
 ALL DIMENSIONS ARE IN FEET AND INCHES  
 UNLESS OTHERWISE SPECIFIED  
 ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE SPECIFIED  
 ALL DOORS ARE 3'0" WIDE UNLESS OTHERWISE SPECIFIED  
 ALL WINDOWS ARE 6'0" WIDE UNLESS OTHERWISE SPECIFIED  
 ALL FLOORS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED  
 ALL CEILING ARE 8" CONCRETE UNLESS OTHERWISE SPECIFIED  
 ALL ROOFS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED  
 ALL EXTERIOR WALLS ARE 16" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED  
 ALL EXTERIOR ROOFS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED  
 ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED  
 ALL EXTERIOR WALLS ARE 16" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED  
 ALL EXTERIOR ROOFS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED  
 ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE SPECIFIED

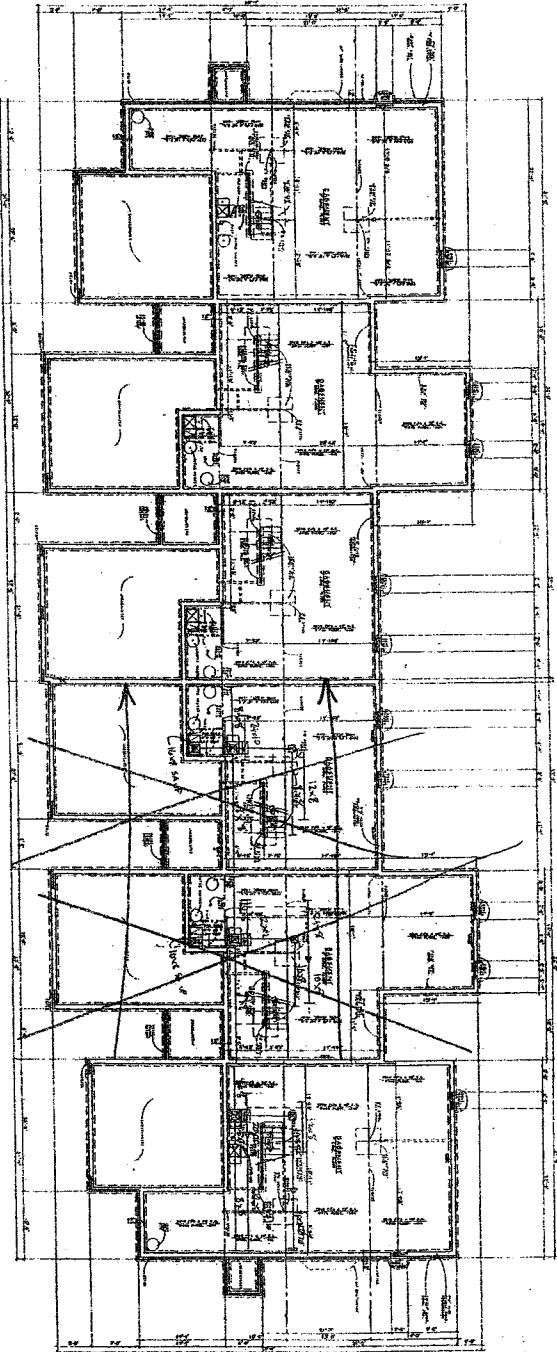
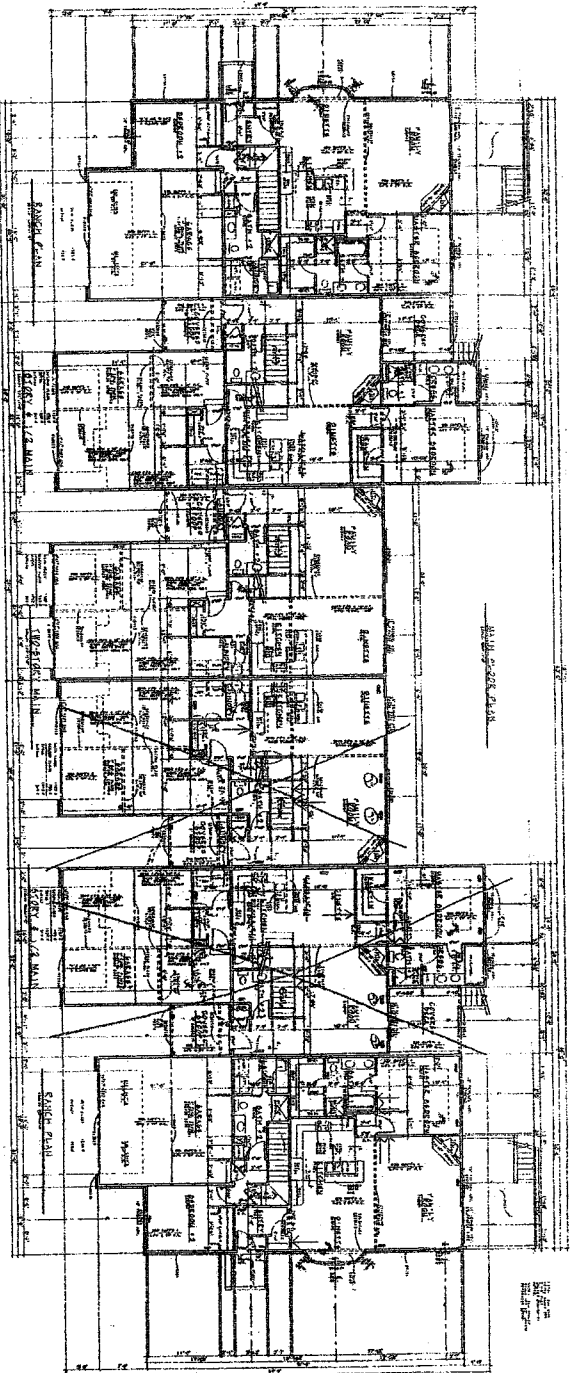


THESE STAIRS CONFORM TO THE REQUIREMENTS OF THE NATIONAL BUILDING CODE OF CANADA, 1995, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, 2003. THE STAIRS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE ABOVE MENTIONED CODES AND SHALL BE PROVIDED WITH THE FOLLOWING FEATURES:

- 1. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE WALL.
- 2. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 3. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 4. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 5. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 6. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 7. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 8. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 9. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.
- 10. STAIRS SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 7' 6" FROM THE STAIR TO THE STAIR.

HVAC plans for: Buildings 1, 2 and 5  
 Building 1: Units 4, 3, 2 and 1  
 Building 5: Units 23, 22, 21 and 20

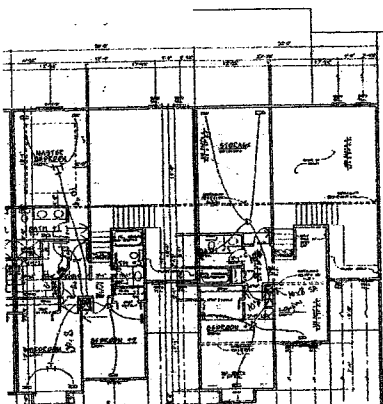
Page 9 of 28  
 Building 2: Units 5, 6, 7 and 8



4 UNITS ONLY!

30 detail shown  
 for design, however  
 on other units using  
 these details

UNIT NO.	AREA (SQ. FT.)	COOLING CAPACITY (BTU/HOUR)													
		1	2	3	4	5	6	7	8	9	10	11	12		
1	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
2	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
3	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
4	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
5	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
6	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
7	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
8	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
9	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
10	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
11	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
12	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
13	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
14	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
15	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
16	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
17	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
18	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
19	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
20	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
21	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
22	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
23	1000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000	12000



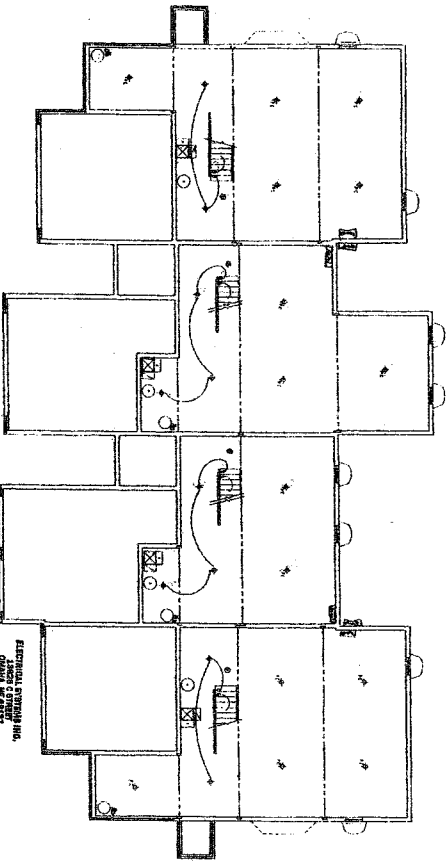
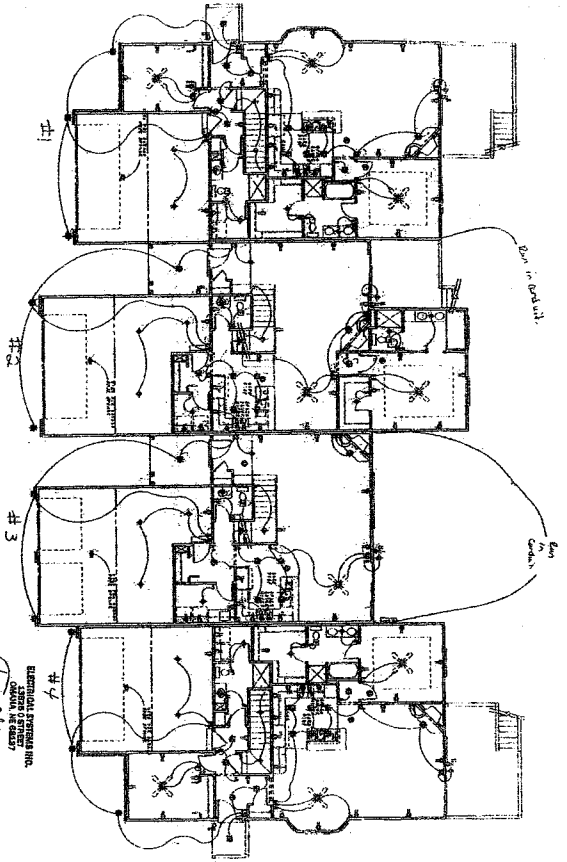
DATE	REVISION	LOCATION	DESIGNED BY	MANUFACTURER	CATALOG NO.
01	1	REVISION	SCOTT	WIL	1100

**GENERAL REQUIREMENTS:**

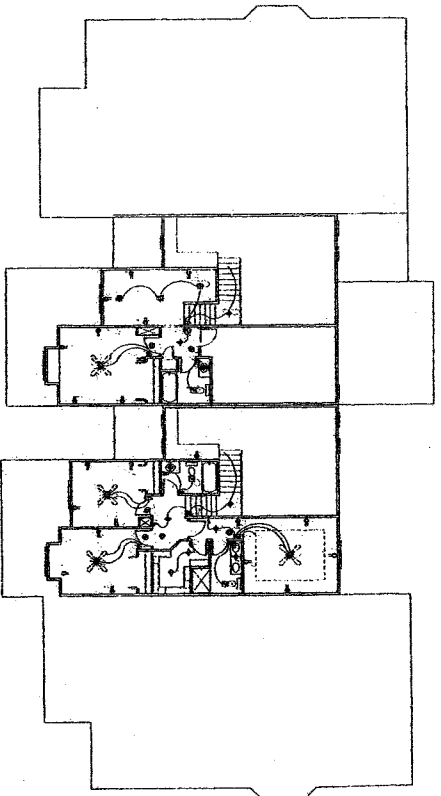
- All air ducts and equipment shall be installed in accordance with the requirements of the applicable codes and standards.
- Material specified shall be of the best quality obtainable at the time of purchase.
- Installation shall be in accordance with the manufacturer's instructions.
- Contractor shall be responsible for obtaining all necessary permits.
- Contractor shall be responsible for obtaining all necessary approvals.
- Contractor shall be responsible for obtaining all necessary clearances.
- Contractor shall be responsible for obtaining all necessary easements.
- Contractor shall be responsible for obtaining all necessary rights-of-way.
- Contractor shall be responsible for obtaining all necessary utility easements.
- Contractor shall be responsible for obtaining all necessary encroachments.
- Contractor shall be responsible for obtaining all necessary setbacks.
- Contractor shall be responsible for obtaining all necessary setbacks.
- Contractor shall be responsible for obtaining all necessary setbacks.
- Contractor shall be responsible for obtaining all necessary setbacks.
- Contractor shall be responsible for obtaining all necessary setbacks.

AKSARBEN HE  
 LICENSE NO. 2  
 HVAC PLANS





Main floor and basement, left to right:  
 Building 1: Units 4, 3, 2 and 1  
 Building 2: Units 5, 6, 7 and 8  
 Building 5: Units 23, 22, 21 and 20



Second floor, left to right:  
 Building 1: Units 3 and 2  
 Building 2: Units 6 and 7  
 Building 5: Units 22 and 21

*Signature*

12/11/11

## **Exhibit B - Plans**

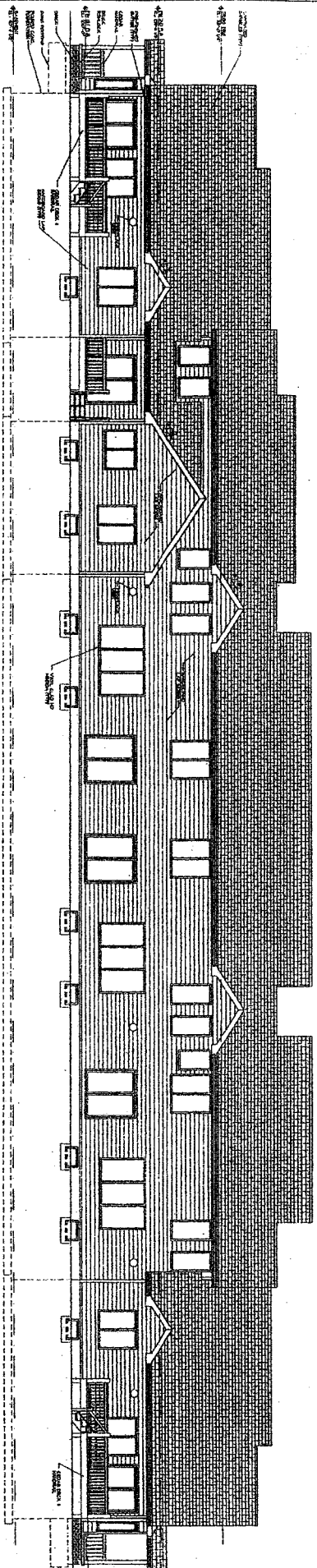
Page 11 of 28

Building 3

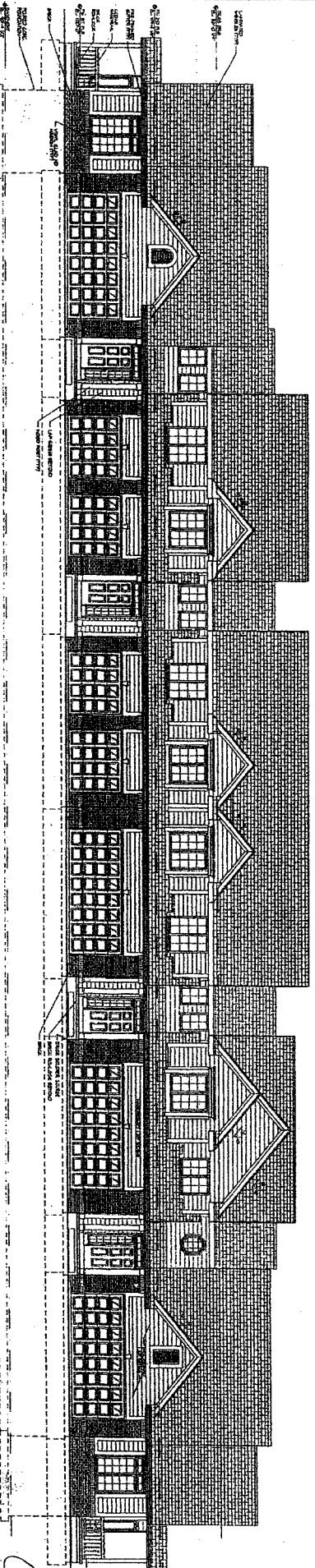
Units 9, 10, 11, 12, 13 and 14

- Front and Rear Elevation
- Left and Right Side Elevation
- Basement Plan
- Main Floor Plan
- Second Floor Plan
- Roof Plan and Sections
- HVAC Plans
- Electrical Plans

Rear elevation of, from left to right, Units 14, 13, 12, 11, 10 and 9



Front elevation of, from left to right, Units 9, 10, 11, 12, 13 and 14



**NOTES:**

1. FOUNDATION: CONCRETE ON GRADE. ALL FOUNDATION WORK SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE LOCAL BUILDING DEPARTMENT. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
2. ROOFING: ASPH/FLT SHINGLES. ALL ROOFING SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
3. EXTERIOR WALLS: BRICK OR CONCRETE BLOCK. ALL EXTERIOR WALLS SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
4. INTERIOR WALLS: GYP/BOARD. ALL INTERIOR WALLS SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
5. FLOORING: CARPET OR LAMINATE. ALL FLOORING SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
6. CEILING: POP. ALL CEILING SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
7. DOORS AND WINDOWS: ALL DOORS AND WINDOWS SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
8. MECHANICAL: ALL MECHANICAL WORK SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
9. ELECTRICAL: ALL ELECTRICAL WORK SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
10. PLUMBING: ALL PLUMBING WORK SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
11. PAINTING: ALL PAINTING SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
12. FINISHES: ALL FINISHES SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
13. ALL WORK SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
14. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
15. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
20. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.

**GENERAL NOTES:**

1. ALL WORK SHALL BE ACCORDING TO THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
11. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
13. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
15. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.
20. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT SPECIFICATIONS.

**SCALE:** 1/8" = 1'-0"

**DATE:** 10/10/2020

**DESIGNED BY:** [Name]

**CHECKED BY:** [Name]

**APPROVED BY:** [Name]

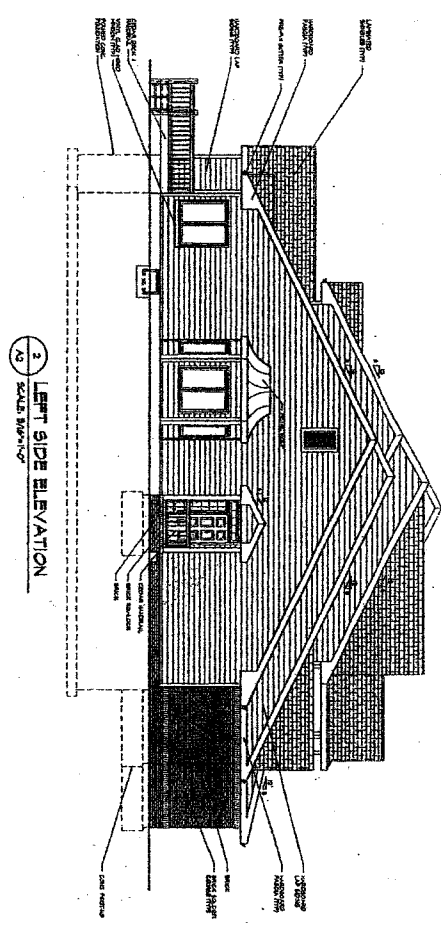
**CONTRACT NO.:** [Number]

**PROJECT NO.:** [Number]

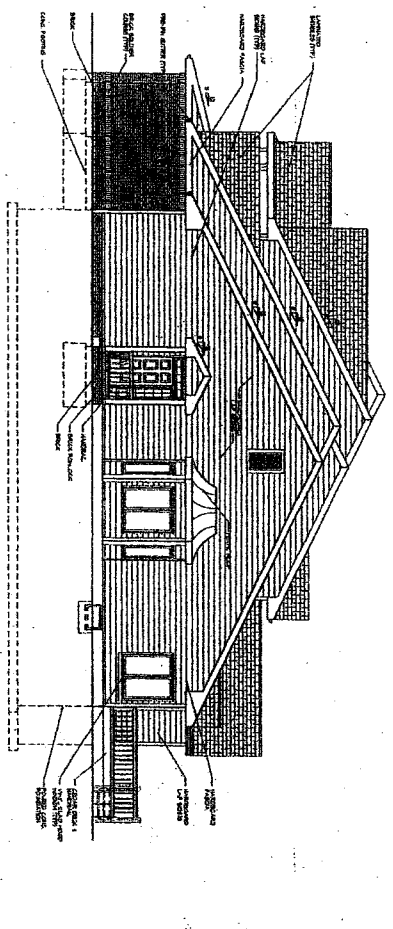
**CLIENT:** [Name]

**LOCATION:** [Address]

**DATE:** 10/10/2020

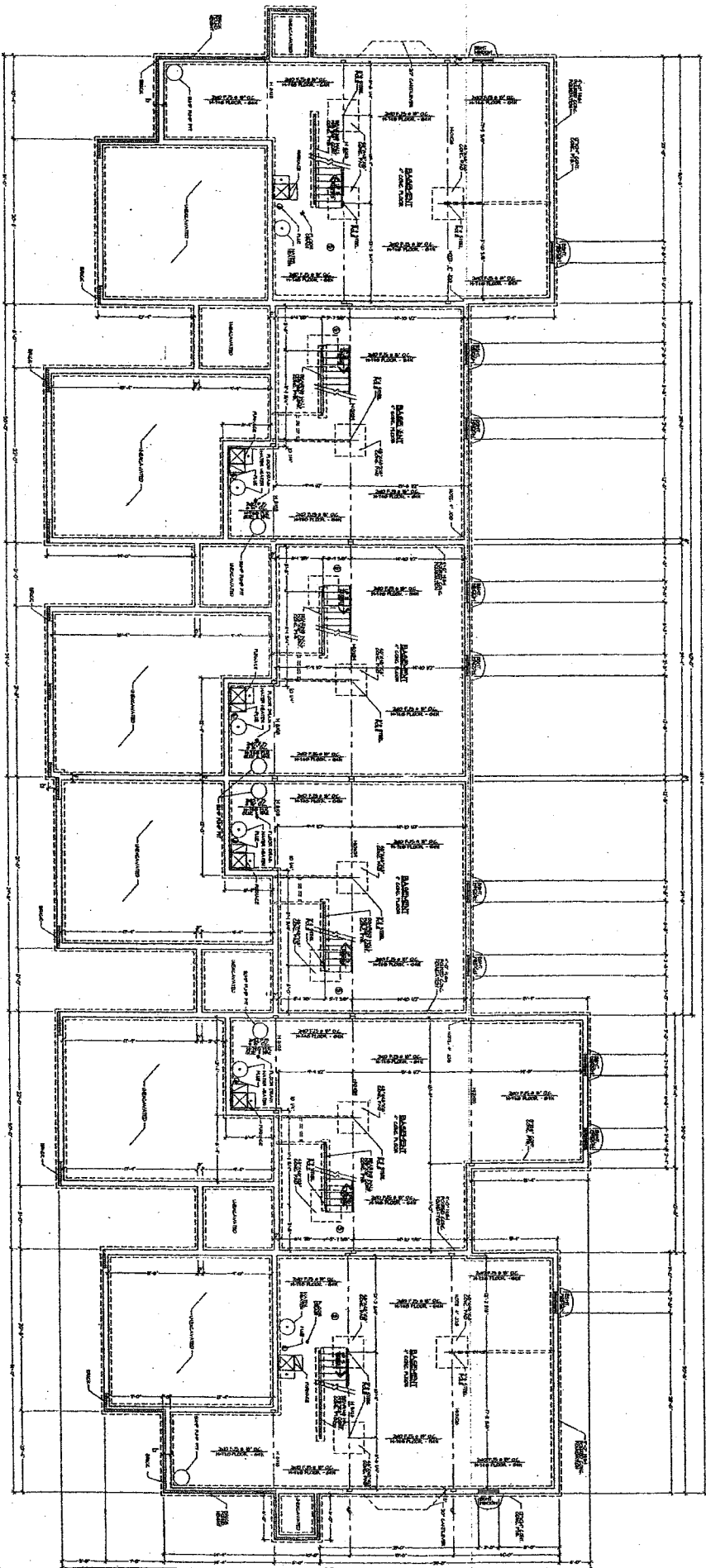


2 LEFT SIDE ELEVATION  
SCALE 1/8" = 1'-0"



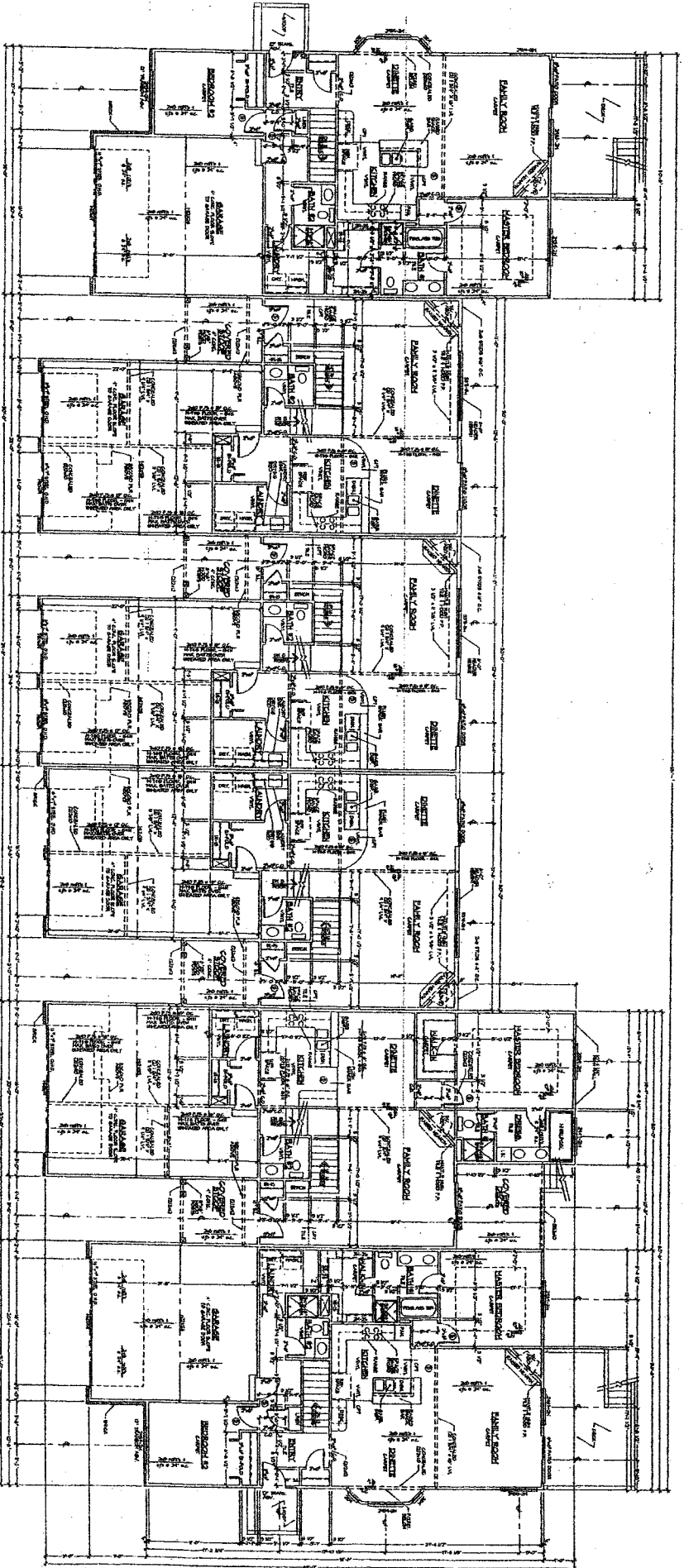
1 RIGHT SIDE ELEVATION  
SCALE 1/8" = 1'-0"

Basement plans of, from left to right: Units 9, 10, 11, 12, 13 and 14



⊕  
BASEMENT PLAN  
SCALE 3/8" = 1'-0"

Main floor plan of, from left to right, Units 9, 10, 11, 12, 13 and 14



Unit 9

Unit 10

Unit 12

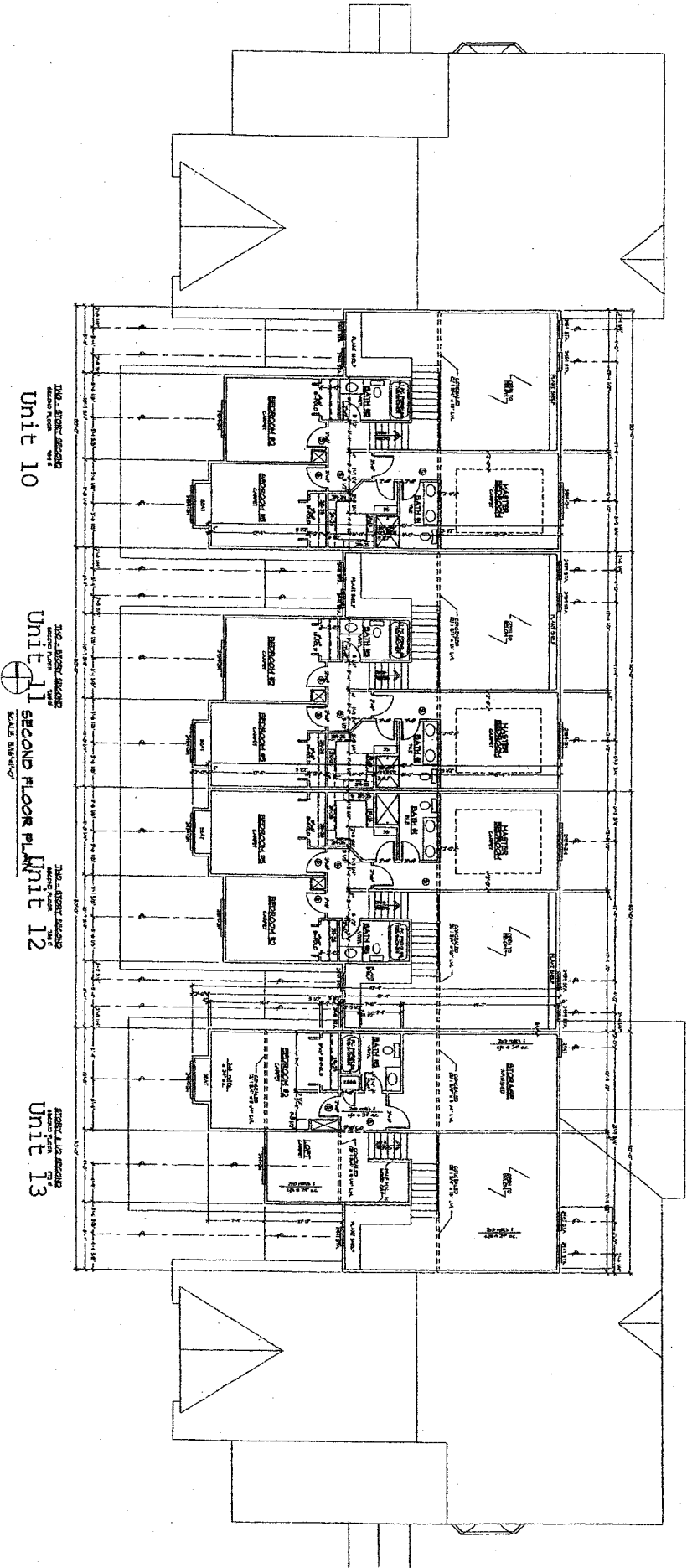
Unit 13

Unit 14

UNIT MAIN FLOOR PLAN  
SCALE: 1/8" = 1'-0"

DATE: 11/11/11  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

Second floor plans of, from left to right, Units 10, 11, 12 and 13

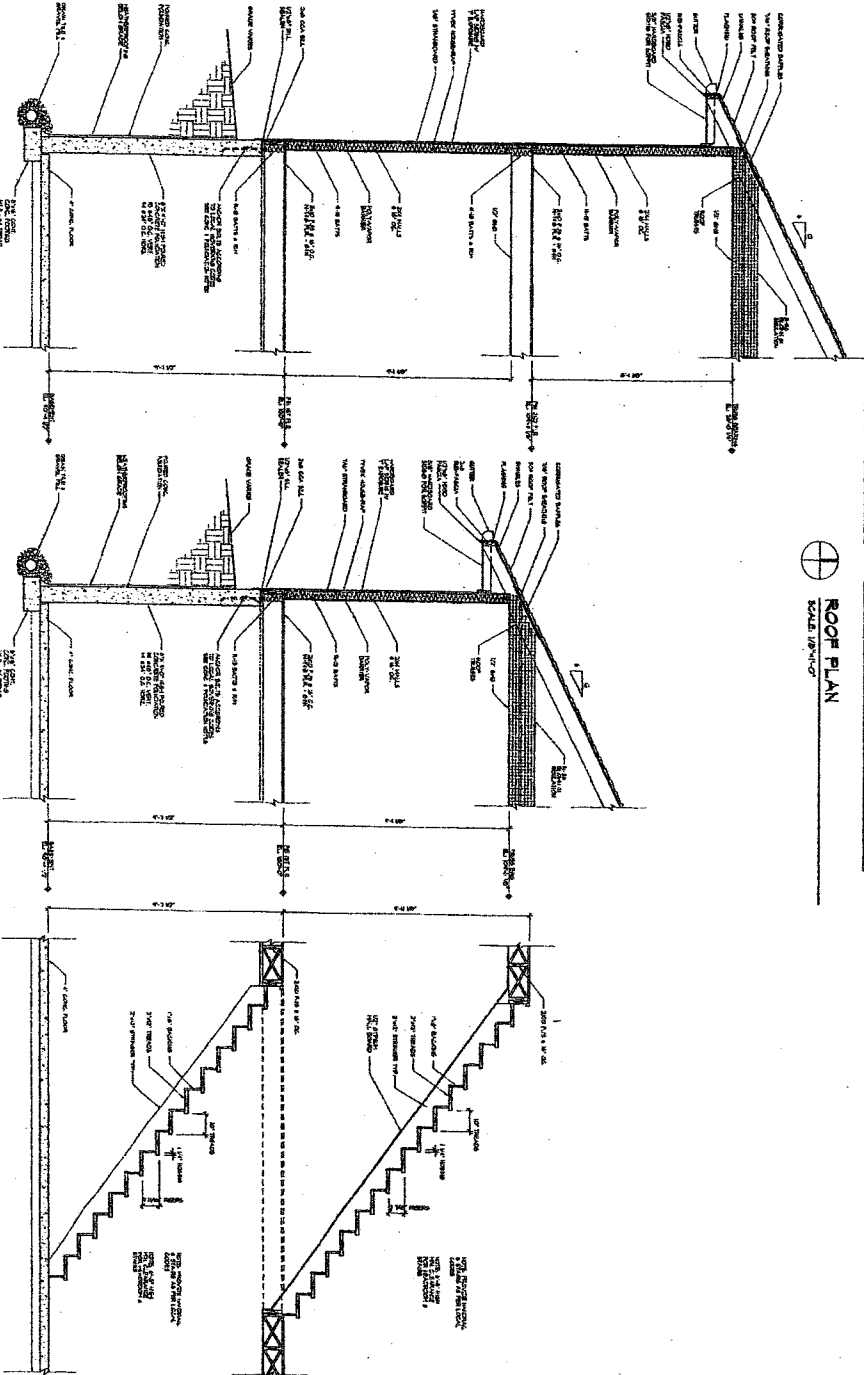
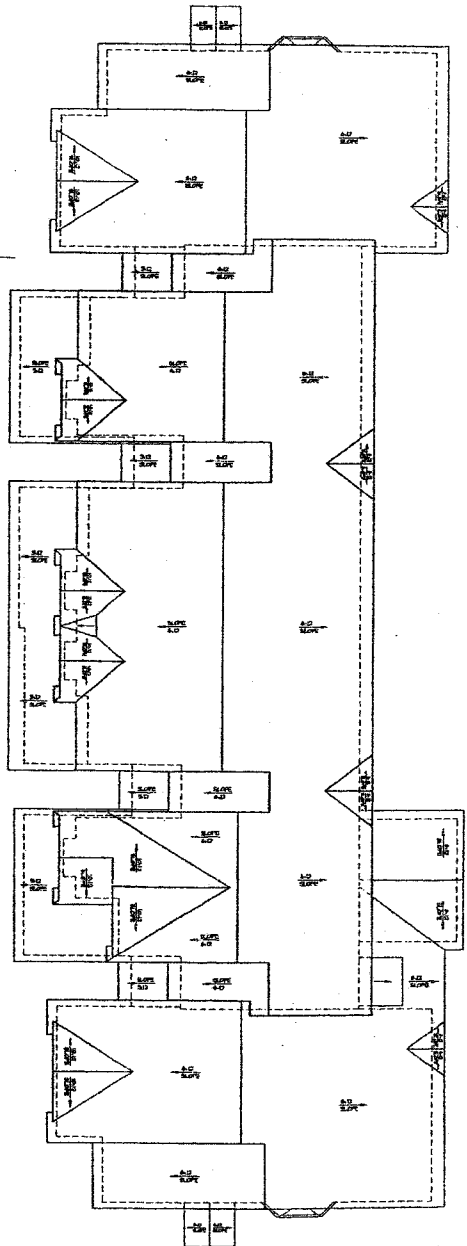
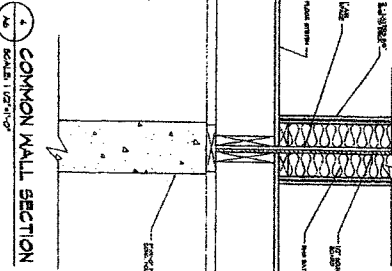
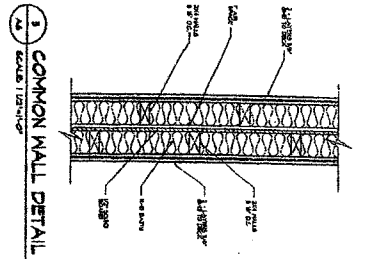


1100 - 2nd FLOOR SECOND FLOOR UNIT 10

1100 - 2nd FLOOR SECOND FLOOR UNIT 11

1100 - 2nd FLOOR SECOND FLOOR UNIT 12

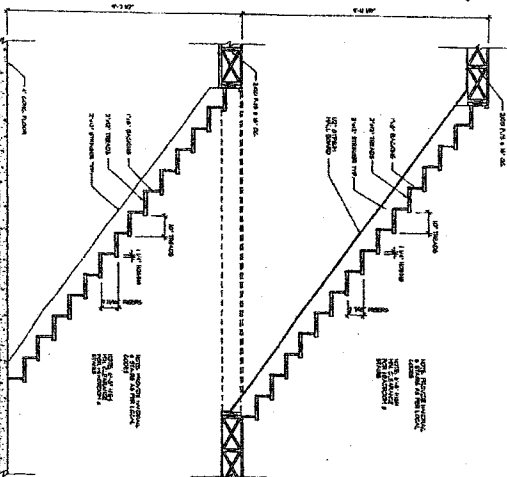
1100 - 2nd FLOOR SECOND FLOOR UNIT 13



**3 WALL SECTION**  
SCALE: 1/2" = 1'-0"

**3 WALL SECTION**  
SCALE: 1/2" = 1'-0"

**1 STAIR SECTION**  
SCALE: 1/2" = 1'-0"





### EQUIPMENT SCHEDULE

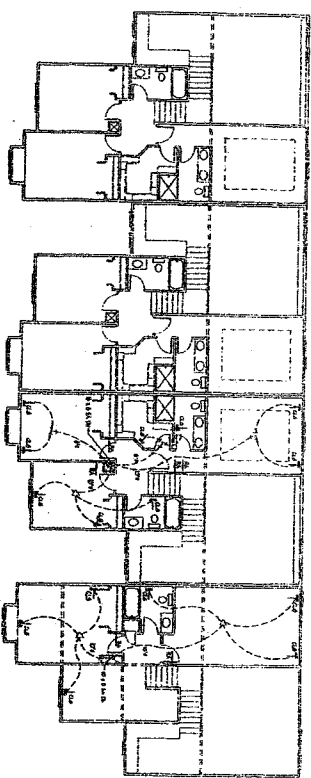
NO.	DESCRIPTION	QTY	UNIT	SIZE	TYPE	REMARKS
1	CONDENSING UNIT	1	CONDENSING UNIT	36"	CONDENSING UNIT	CONDENSING UNIT
2	EVAPORATOR	1	EVAPORATOR	36"	EVAPORATOR	EVAPORATOR
3	COMPRESSOR	1	COMPRESSOR	36"	COMPRESSOR	COMPRESSOR
4	EXPANSION VALVE	1	EXPANSION VALVE	36"	EXPANSION VALVE	EXPANSION VALVE
5	REFRIGERANT	1	REFRIGERANT	36"	REFRIGERANT	REFRIGERANT
6	...	...	...	...	...	...

### HEATING & AIR CONDITIONING NOTES

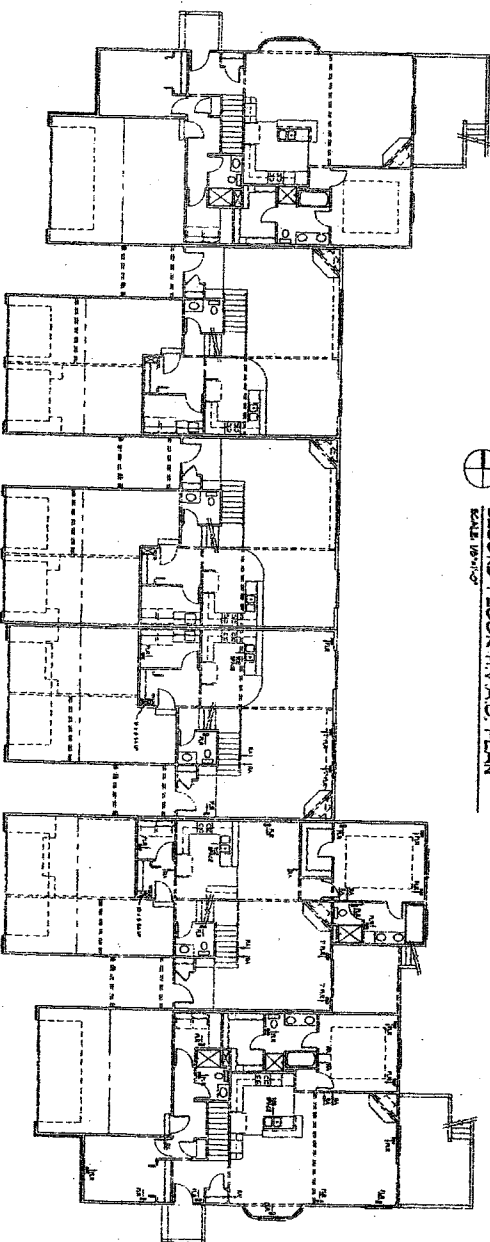
1. ALL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
2. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
3. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
4. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
5. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
6. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
7. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
8. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
9. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).
10. THE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ENERGY CODE (IECC).

### DIFFUSERS, GRILLES AND REGISTERS

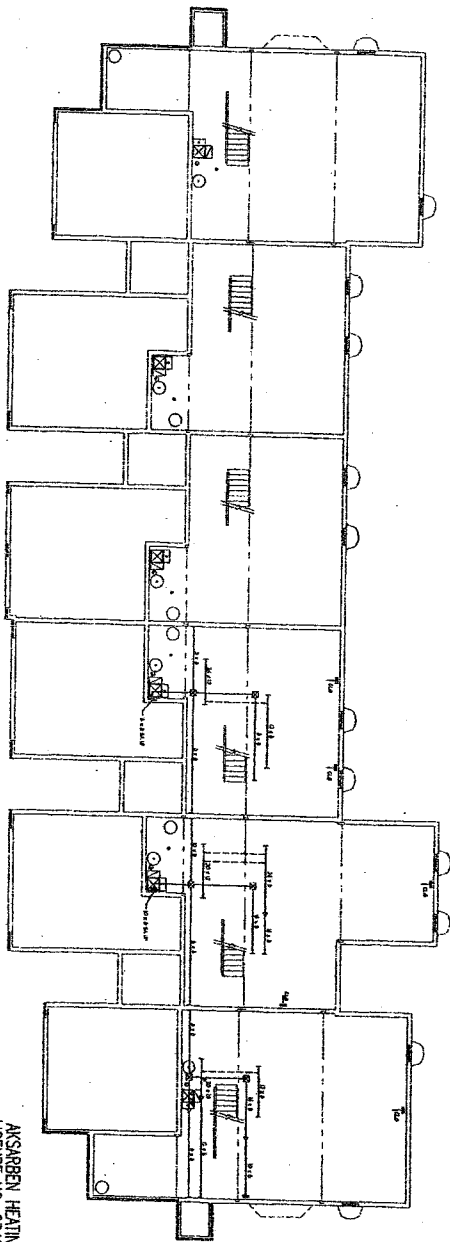
NO.	DESCRIPTION	QTY	UNIT	SIZE	TYPE	REMARKS
1	DIFFUSER	1	DIFFUSER	12"	DIFFUSER	DIFFUSER
2	GRILLE	1	GRILLE	12"	GRILLE	GRILLE
3	REGISTER	1	REGISTER	12"	REGISTER	REGISTER
4	...	...	...	...	...	...



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



⊕ MAIN FLOOR HVAC PLAN  
SCALE 1/8"=1'-0"



⊕ BASEMENT HVAC PLAN  
SCALE 1/8"=1'-0"

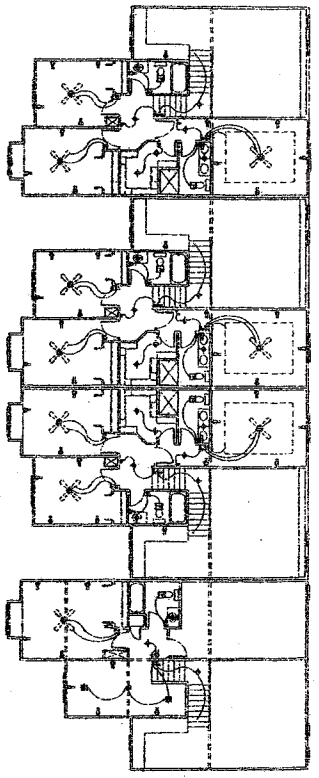
ACSARREN HEATING  
LICENSE NO. 23425

ELECTRICAL SYMBOL LEGEND	
SYMBOL	DESCRIPTION
①	1. 15 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
②	2. 30 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
③	3. 60 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
④	4. 100 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑤	5. 200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑥	6. 400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑦	7. 800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑧	8. 1600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑨	9. 3200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑩	10. 6400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑪	11. 12800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑫	12. 25600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑬	13. 51200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑭	14. 102400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑮	15. 204800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑯	16. 409600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑰	17. 819200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑱	18. 1638400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑲	19. 3276800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⑳	20. 6553600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉑	21. 13107200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉒	22. 26214400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉓	23. 52428800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉔	24. 104857600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉕	25. 209715200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉖	26. 419430400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉗	27. 838860800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉘	28. 1677721600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉙	29. 3355443200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉚	30. 6710886400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉛	31. 13421772800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉜	32. 26843545600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉝	33. 53687091200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉞	34. 107374182400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㉟	35. 214748364800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊱	36. 429496729600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊲	37. 858993459200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊳	38. 1717986918400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊴	39. 3435973836800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊵	40. 6871947673600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊶	41. 13743895347200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊷	42. 27487790694400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊸	43. 54975581388800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊹	44. 109951162777600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊺	45. 219902325555200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊻	46. 439804651110400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊼	47. 879609302220800 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊽	48. 1759218604441600 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊾	49. 3518437208883200 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
㊿	50. 7036874417766400 AMP. CIRCULAR BREAKER WITH THERMAL-MAGNETIC OVERCURRENT PROTECTION
⊕	51. GROUNDING SYMBOL
⊖	52. INVERSE POLARITY SYMBOL
⊗	53. CURRENT CARRYING CAPABILITY SYMBOL
⊘	54. CURRENT CARRYING CAPABILITY SYMBOL
⊙	55. CURRENT CARRYING CAPABILITY SYMBOL
⊚	56. CURRENT CARRYING CAPABILITY SYMBOL
⊛	57. CURRENT CARRYING CAPABILITY SYMBOL
⊜	58. CURRENT CARRYING CAPABILITY SYMBOL
⊝	59. CURRENT CARRYING CAPABILITY SYMBOL
⊞	60. CURRENT CARRYING CAPABILITY SYMBOL
⊟	61. CURRENT CARRYING CAPABILITY SYMBOL
⊠	62. CURRENT CARRYING CAPABILITY SYMBOL
⊡	63. CURRENT CARRYING CAPABILITY SYMBOL
⊢	64. CURRENT CARRYING CAPABILITY SYMBOL
⊣	65. CURRENT CARRYING CAPABILITY SYMBOL
⊤	66. CURRENT CARRYING CAPABILITY SYMBOL
⊥	67. CURRENT CARRYING CAPABILITY SYMBOL
⊦	68. CURRENT CARRYING CAPABILITY SYMBOL
⊧	69. CURRENT CARRYING CAPABILITY SYMBOL
⊨	70. CURRENT CARRYING CAPABILITY SYMBOL
⊩	71. CURRENT CARRYING CAPABILITY SYMBOL
⊪	72. CURRENT CARRYING CAPABILITY SYMBOL
⊫	73. CURRENT CARRYING CAPABILITY SYMBOL
⊬	74. CURRENT CARRYING CAPABILITY SYMBOL
⊭	75. CURRENT CARRYING CAPABILITY SYMBOL
⊮	76. CURRENT CARRYING CAPABILITY SYMBOL
⊯	77. CURRENT CARRYING CAPABILITY SYMBOL
⊰	78. CURRENT CARRYING CAPABILITY SYMBOL
⊱	79. CURRENT CARRYING CAPABILITY SYMBOL
⊲	80. CURRENT CARRYING CAPABILITY SYMBOL
⊳	81. CURRENT CARRYING CAPABILITY SYMBOL
⊴	82. CURRENT CARRYING CAPABILITY SYMBOL
⊵	83. CURRENT CARRYING CAPABILITY SYMBOL
⊶	84. CURRENT CARRYING CAPABILITY SYMBOL
⊷	85. CURRENT CARRYING CAPABILITY SYMBOL
⊸	86. CURRENT CARRYING CAPABILITY SYMBOL
⊹	87. CURRENT CARRYING CAPABILITY SYMBOL
⊺	88. CURRENT CARRYING CAPABILITY SYMBOL
⊻	89. CURRENT CARRYING CAPABILITY SYMBOL
⊼	90. CURRENT CARRYING CAPABILITY SYMBOL
⊽	91. CURRENT CARRYING CAPABILITY SYMBOL
⊾	92. CURRENT CARRYING CAPABILITY SYMBOL
⊿	93. CURRENT CARRYING CAPABILITY SYMBOL
Ⓢ	94. SHIELDING SYMBOL
Ⓣ	95. THERMAL PROTECTION SYMBOL
Ⓤ	96. ULTIMATE PROTECTION SYMBOL
Ⓥ	97. VOLTAGE SYMBOL
Ⓦ	98. WIRE SYMBOL
Ⓧ	99. WIRE SYMBOL
Ⓨ	100. WIRE SYMBOL
Ⓩ	101. WIRE SYMBOL
ⓐ	102. WIRE SYMBOL
ⓑ	103. WIRE SYMBOL
ⓓ	104. WIRE SYMBOL
ⓔ	105. WIRE SYMBOL
ⓖ	106. WIRE SYMBOL
ⓗ	107. WIRE SYMBOL
ⓘ	108. WIRE SYMBOL
ⓙ	109. WIRE SYMBOL
ⓑ	110. WIRE SYMBOL
ⓓ	111. WIRE SYMBOL
ⓔ	112. WIRE SYMBOL
ⓖ	113. WIRE SYMBOL
ⓗ	114. WIRE SYMBOL
ⓘ	115. WIRE SYMBOL
ⓙ	116. WIRE SYMBOL
ⓑ	117. WIRE SYMBOL
ⓓ	118. WIRE SYMBOL
ⓔ	119. WIRE SYMBOL
ⓖ	120. WIRE SYMBOL
ⓗ	121. WIRE SYMBOL
ⓘ	122. WIRE SYMBOL
ⓙ	123. WIRE SYMBOL
ⓑ	124. WIRE SYMBOL
ⓓ	125. WIRE SYMBOL
ⓔ	126. WIRE SYMBOL
ⓖ	127. WIRE SYMBOL
ⓗ	128. WIRE SYMBOL
ⓘ	129. WIRE SYMBOL
ⓙ	130. WIRE SYMBOL
ⓑ	131. WIRE SYMBOL
ⓓ	132. WIRE SYMBOL
ⓔ	133. WIRE SYMBOL
ⓖ	134. WIRE SYMBOL
ⓗ	135. WIRE SYMBOL
ⓘ	136. WIRE SYMBOL
ⓙ	137. WIRE SYMBOL
ⓑ	138. WIRE SYMBOL
ⓓ	139. WIRE SYMBOL
ⓔ	140. WIRE SYMBOL
ⓖ	141. WIRE SYMBOL
ⓗ	142. WIRE SYMBOL
ⓘ	143. WIRE SYMBOL
ⓙ	144. WIRE SYMBOL
ⓑ	145. WIRE SYMBOL
ⓓ	146. WIRE SYMBOL
ⓔ	147. WIRE SYMBOL
ⓖ	148. WIRE SYMBOL
ⓗ	149. WIRE SYMBOL
ⓘ	150. WIRE SYMBOL
ⓙ	151. WIRE SYMBOL
ⓑ	152. WIRE SYMBOL
ⓓ	153. WIRE SYMBOL
ⓔ	154. WIRE SYMBOL
ⓖ	155. WIRE SYMBOL
ⓗ	156. WIRE SYMBOL
ⓘ	157. WIRE SYMBOL
ⓙ	158. WIRE SYMBOL
ⓑ	159. WIRE SYMBOL
ⓓ	160. WIRE SYMBOL
ⓔ	161. WIRE SYMBOL
ⓖ	162. WIRE SYMBOL
ⓗ	163. WIRE SYMBOL
ⓘ	164. WIRE SYMBOL
ⓙ	165. WIRE SYMBOL
ⓑ	166. WIRE SYMBOL
ⓓ	167. WIRE SYMBOL
ⓔ	168. WIRE SYMBOL
ⓖ	169. WIRE SYMBOL
ⓗ	170. WIRE SYMBOL
ⓘ	171. WIRE SYMBOL
ⓙ	172. WIRE SYMBOL
ⓑ	173. WIRE SYMBOL
ⓓ	174. WIRE SYMBOL
ⓔ	175. WIRE SYMBOL
ⓖ	176. WIRE SYMBOL
ⓗ	177. WIRE SYMBOL
ⓘ	178. WIRE SYMBOL
ⓙ	179. WIRE SYMBOL
ⓑ	180. WIRE SYMBOL
ⓓ	181. WIRE SYMBOL
ⓔ	182. WIRE SYMBOL
ⓖ	183. WIRE SYMBOL
ⓗ	184. WIRE SYMBOL
ⓘ	185. WIRE SYMBOL
ⓙ	186. WIRE SYMBOL
ⓑ	187. WIRE SYMBOL
ⓓ	188. WIRE SYMBOL
ⓔ	189. WIRE SYMBOL
ⓖ	190. WIRE SYMBOL
ⓗ	191. WIRE SYMBOL
ⓘ	192. WIRE SYMBOL
ⓙ	193. WIRE SYMBOL
ⓑ	194. WIRE SYMBOL
ⓓ	195. WIRE SYMBOL
ⓔ	196. WIRE SYMBOL
ⓖ	197. WIRE SYMBOL
ⓗ	198. WIRE SYMBOL
ⓘ	199. WIRE SYMBOL
ⓙ	200. WIRE SYMBOL

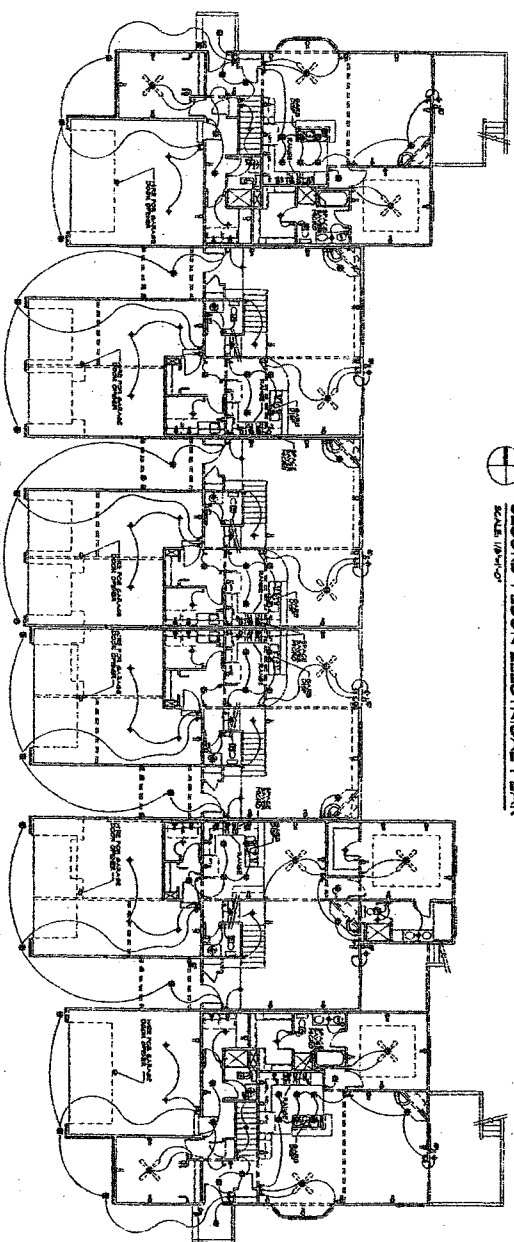
**ELECTRICAL GENERAL NOTES:**  
 1. SEE THE ELECTRICAL SPECIFICATIONS FOR THE COMPLETE LIST OF SYMBOLS AND NOTATIONS.  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE (CC) AND THE CITY OF CHICAGO FIRE ALARM AND SIGNAL CODE (CCFAS).  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.

Main floor and basement,  
 left to right:  
 Units 9, 10, 11, 12,  
 13 and 14

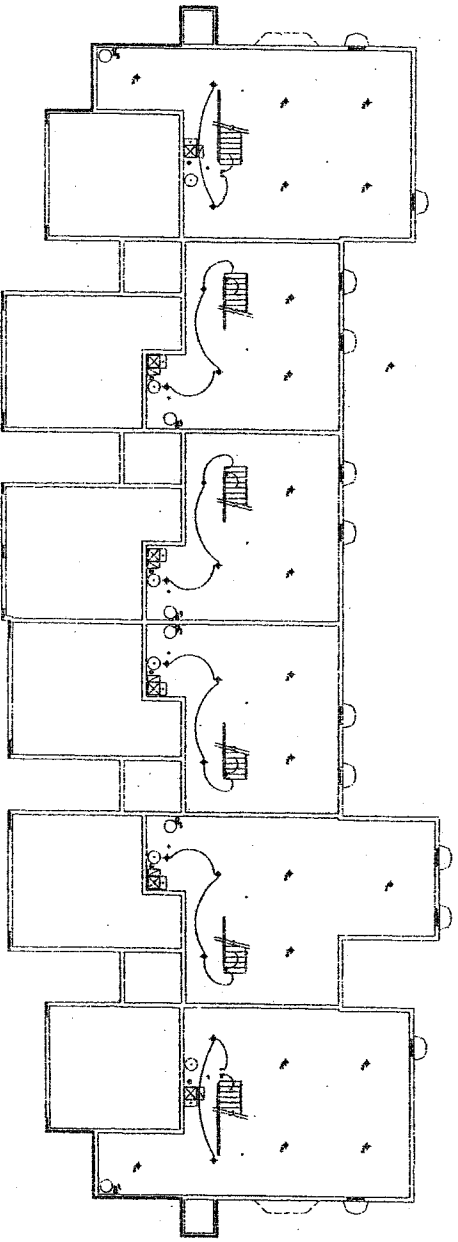
Second floor,  
 left to right:  
 Units 10, 11, 12  
 and 13



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



⊕  
**MAIN FLOOR ELECTRICAL PLAN**  
 SCALE 1/8"=1'-0"



⊕  
**BASMENT ELECTRICAL PLAN**  
 SCALE 1/8"=1'-0"

## **Exhibit B - Plans**

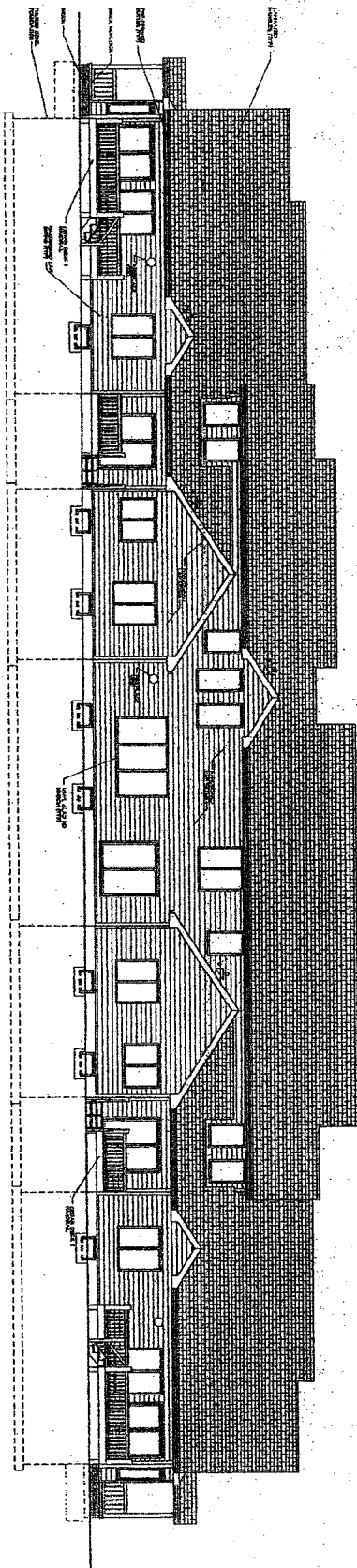
Page 20 of 28

Building 4

Units 15, 16, 17, 18 and 19

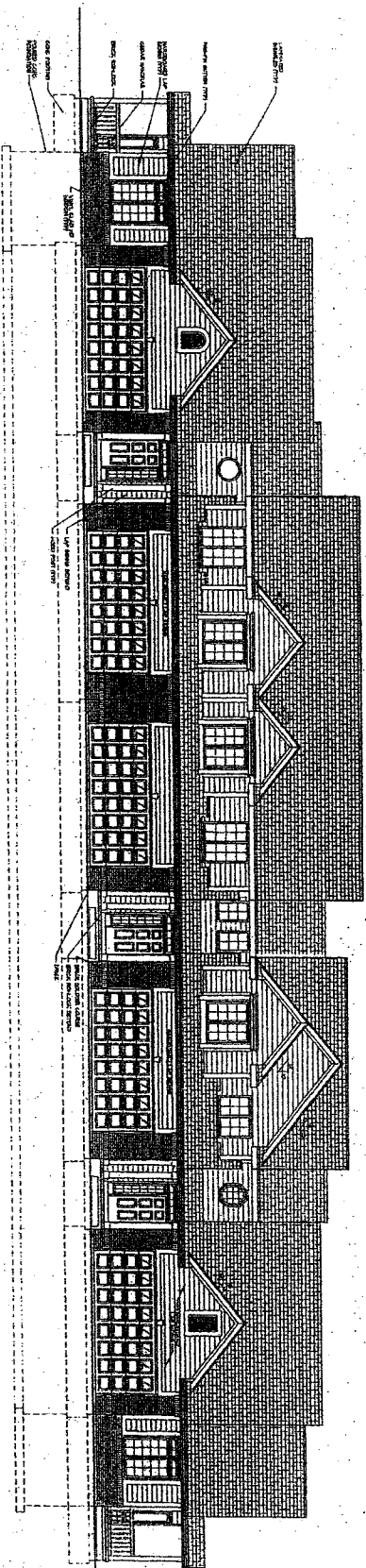
- Front and Rear Elevation
- Left and Right Side Elevation
- Basement Plan
- Main Floor Plan
- Second Floor Plan
- Roof Plan and Sections
- HVAC Plans
- Electrical Plans

Rear elevation of, from left to right, Units 19, 18, 17, 16 and 15



2 REAR ELEVATION  
SCALE 3/8" = 1'-0"

Front elevation of, from left to right, Units 15, 16, 17, 18 and 19



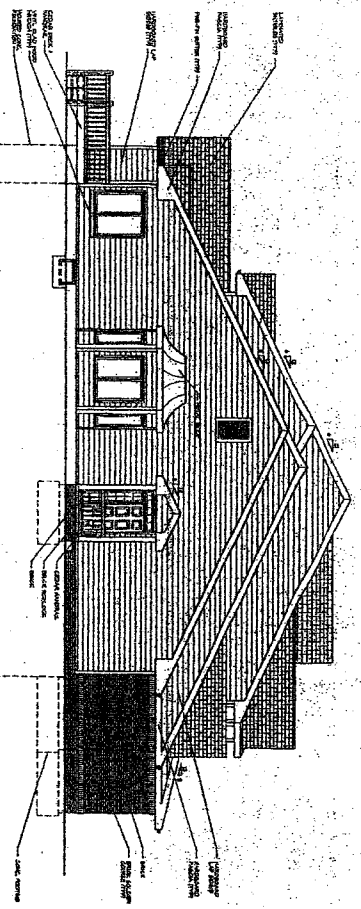
1 FRONT ELEVATION  
SCALE 3/8" = 1'-0"

# Building 4

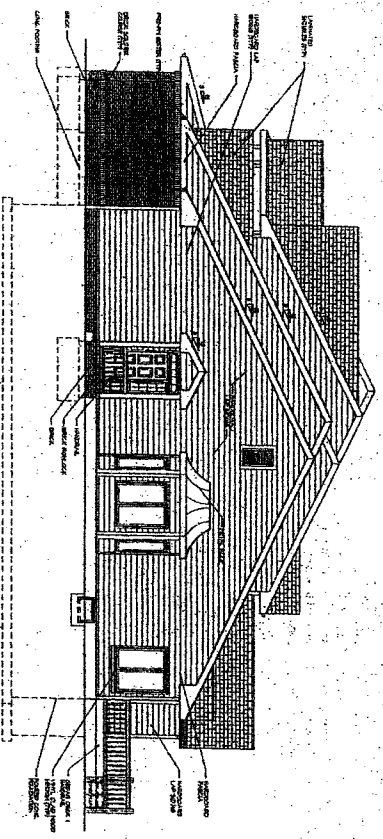
Page 22 of 28

**EXCLUSIONS:**

1. STAIRS, STAIRWAYS, ELEVATORS, ESCALATORS, MECHANICAL ROOMS, ELEVATOR SHAFTS, ELEVATOR HOISTS, AND ELEVATOR COUNTERWEIGHTS.
2. STRUCTURAL STEEL, CONCRETE, BRICK, BLOCK, AND OTHER MATERIALS.
3. MECHANICAL, ELECTRICAL, AND PLUMBING (MEPE) SYSTEMS, INCLUDING HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEMS, AND ELECTRICAL AND PLUMBING SYSTEMS.
4. INTERIORS, INCLUDING PARTITIONS, CEILING, FLOORING, AND FINISHES.
5. LANDSCAPE ARCHITECTURE, INCLUDING SITEWORK, PAVING, AND PLANTING.
6. SIGNAGE AND MARKING.
7. FURNITURE AND FIXTURES.
8. SPECIALTIES, INCLUDING GLAZING, CURTAINS, AND BLINDS.
9. SPECIALTIES, INCLUDING PAINTING, WALLPAPERING, AND CARPETING.
10. SPECIALTIES, INCLUDING SOUNDING, VIBRATION, AND NOISE CONTROL.
11. SPECIALTIES, INCLUDING ACCESSIBILITY AND UNIVERSAL DESIGN.
12. SPECIALTIES, INCLUDING SECURITY AND SAFETY.
13. SPECIALTIES, INCLUDING HISTORIC PRESERVATION AND RESTORATION.
14. SPECIALTIES, INCLUDING ARCHITECTURAL RENDERING AND VISUALIZATION.
15. SPECIALTIES, INCLUDING ARCHITECTURAL MODELING AND CONSTRUCTION MANAGEMENT.
16. SPECIALTIES, INCLUDING ARCHITECTURAL CONSULTING AND ADVISORY SERVICES.
17. SPECIALTIES, INCLUDING ARCHITECTURAL REPAIR AND MAINTENANCE.
18. SPECIALTIES, INCLUDING ARCHITECTURAL RESEARCH AND ANALYSIS.
19. SPECIALTIES, INCLUDING ARCHITECTURAL EDUCATION AND TRAINING.
20. SPECIALTIES, INCLUDING ARCHITECTURAL PUBLICATIONS AND COMMUNICATIONS.



2 LEFT SIDE ELEVATION  
SCALE 3/8" = 1'-0"



1 RIGHT SIDE ELEVATION  
SCALE 3/8" = 1'-0"

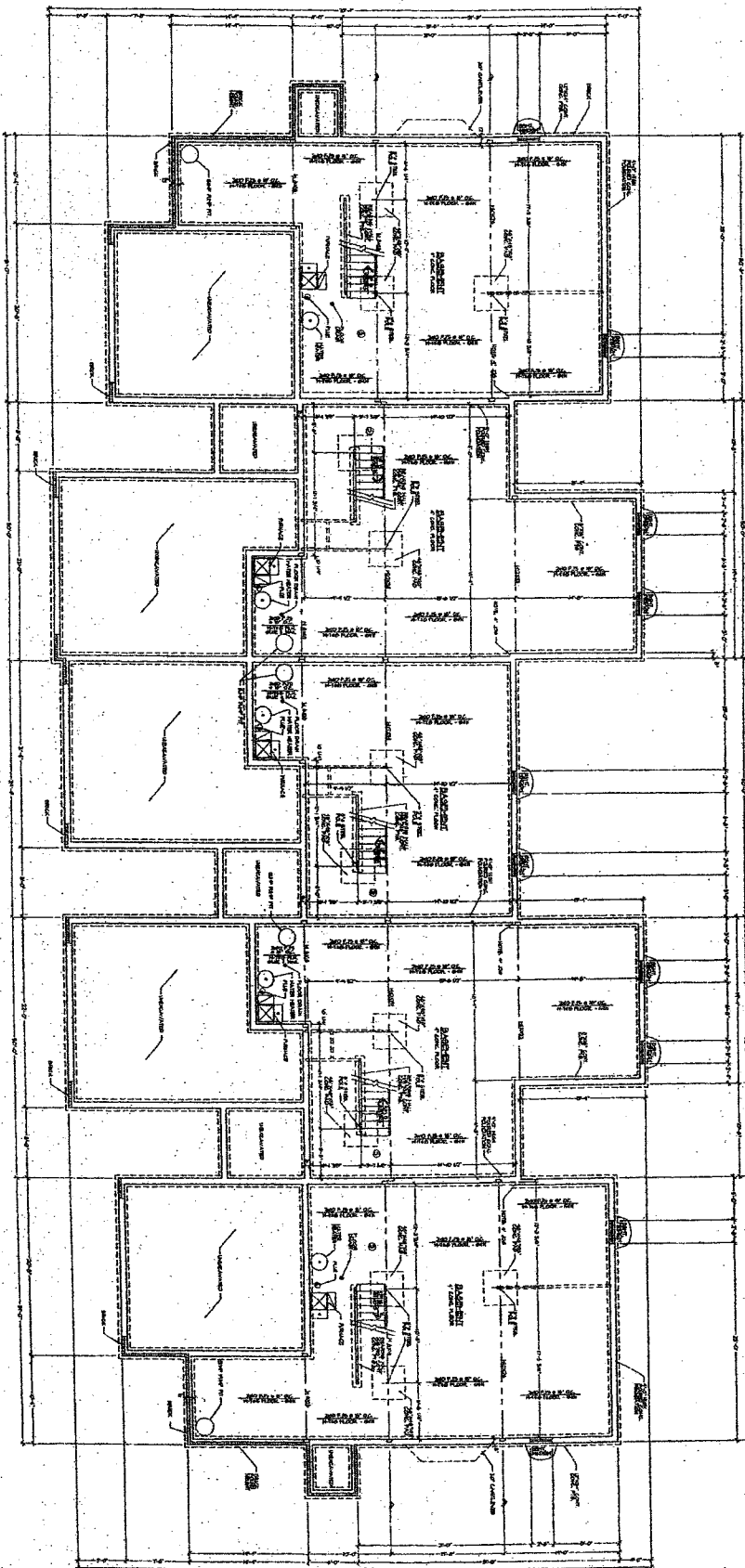
**NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL MATERIALS AND FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.
3. ALL MATERIALS AND FINISHES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
4. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL BUILDING CODES.
6. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL BUILDING CODES.
7. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES.
8. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARDS.
9. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS.
10. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARDS.
11. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF ELECTRICAL ENGINEERS (ASSE) STANDARDS.
12. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS.
13. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARDS.
14. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF ELECTRICAL ENGINEERS (ASSE) STANDARDS.
15. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS.
16. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARDS.
17. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF ELECTRICAL ENGINEERS (ASSE) STANDARDS.
18. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) STANDARDS.
19. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARDS.
20. ALL MATERIALS AND FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF ELECTRICAL ENGINEERS (ASSE) STANDARDS.

Building 4

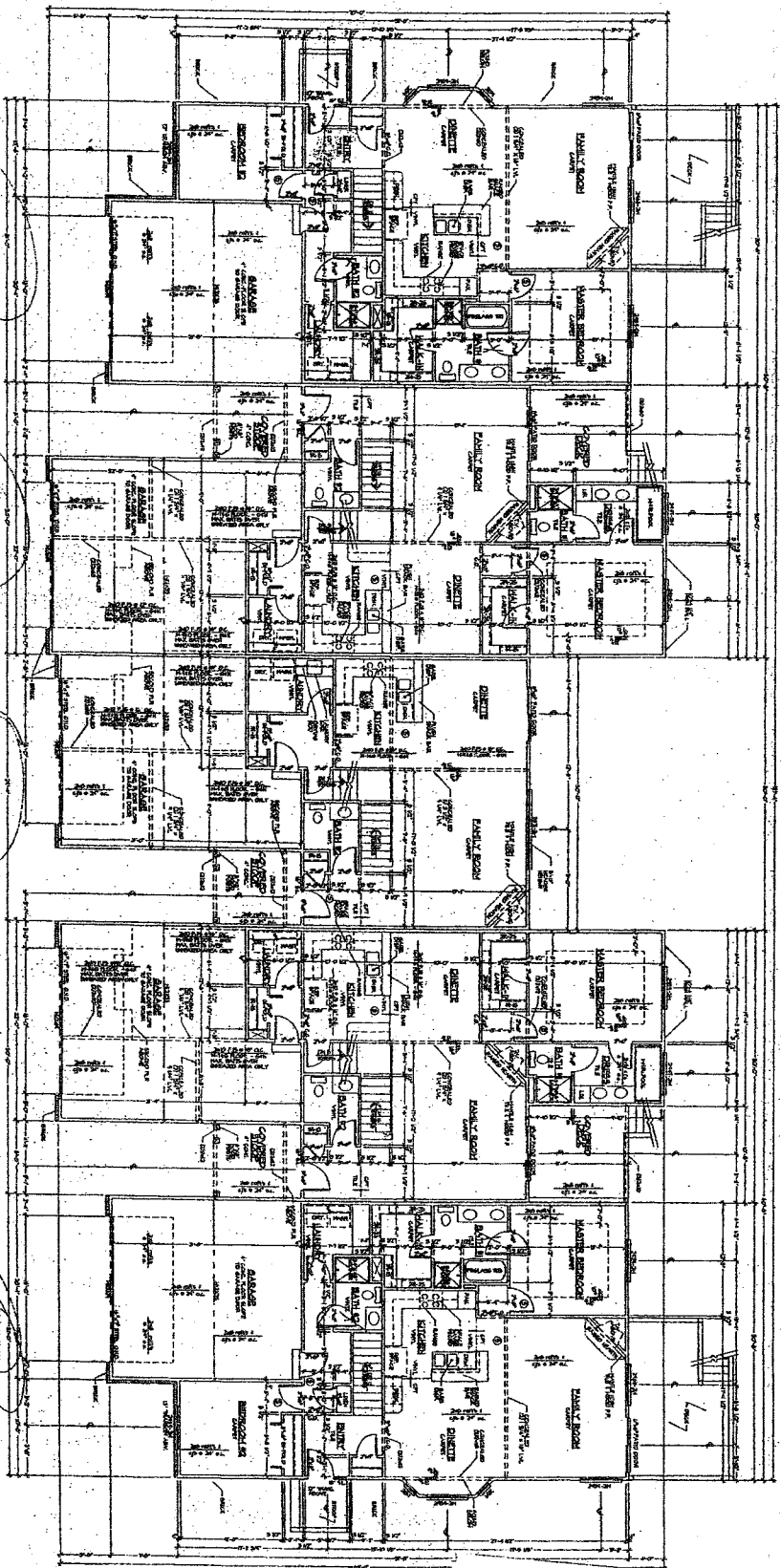
Page 23 of 28

Basement plans of, from left to right, Units 15, 16, 17, 18 and 19



⊕  
BASEMENT PLAN  
SCALE: 1/8" = 1'-0"

Main floor plans of, from left to right, Units 15, 16, 17, 18 and 19



Unit 15

Unit 16

Unit 17

Unit 18

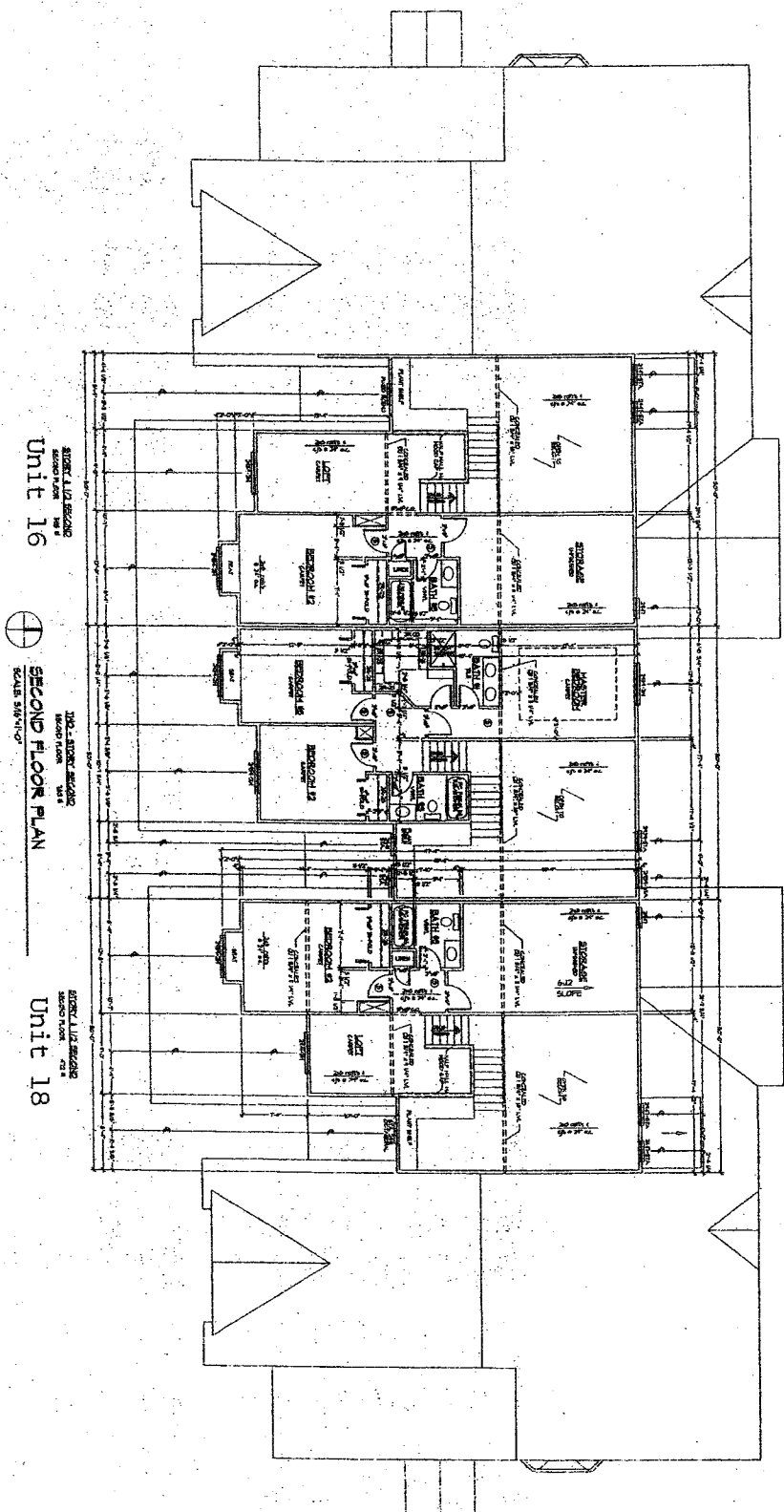
Unit 19

All Rental Plans must comply with Fair Housing Standards!

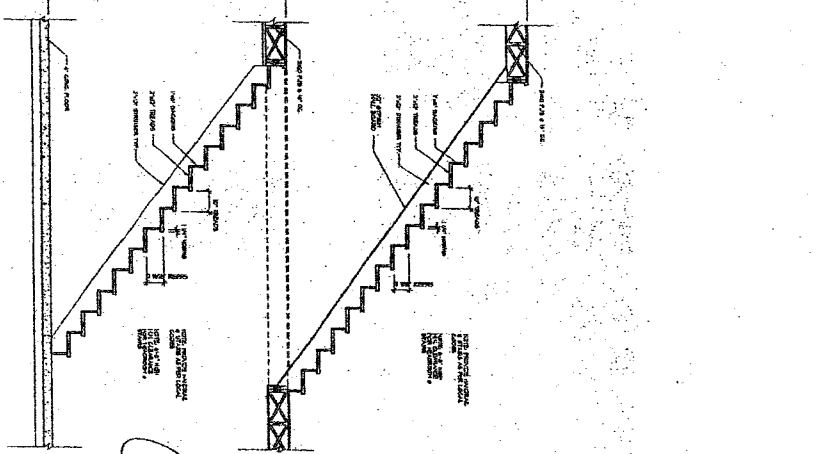
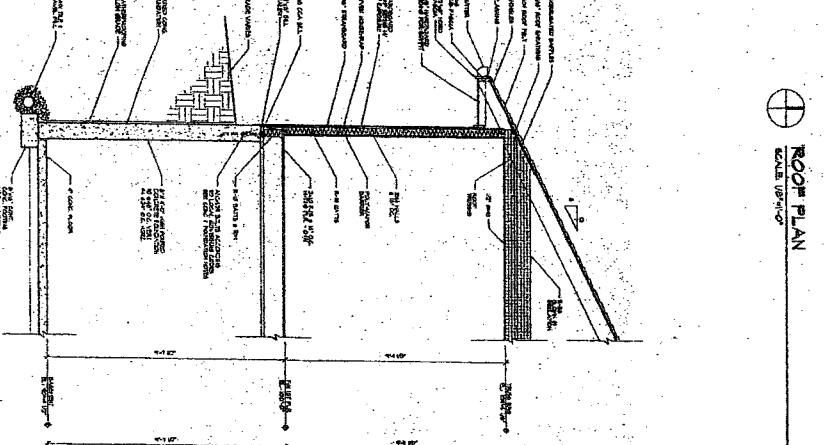
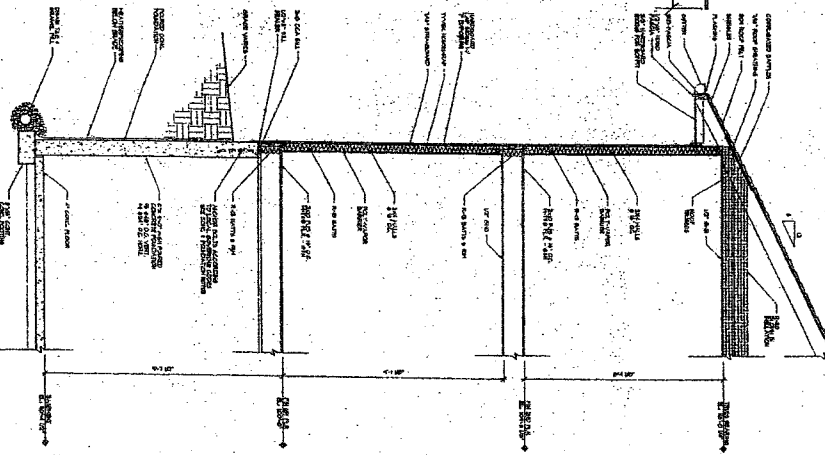
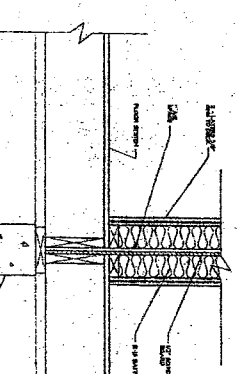
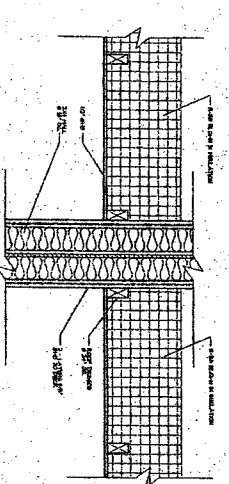
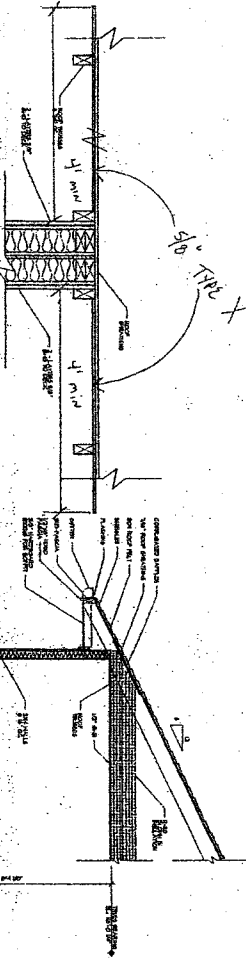
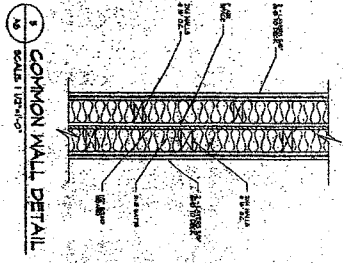
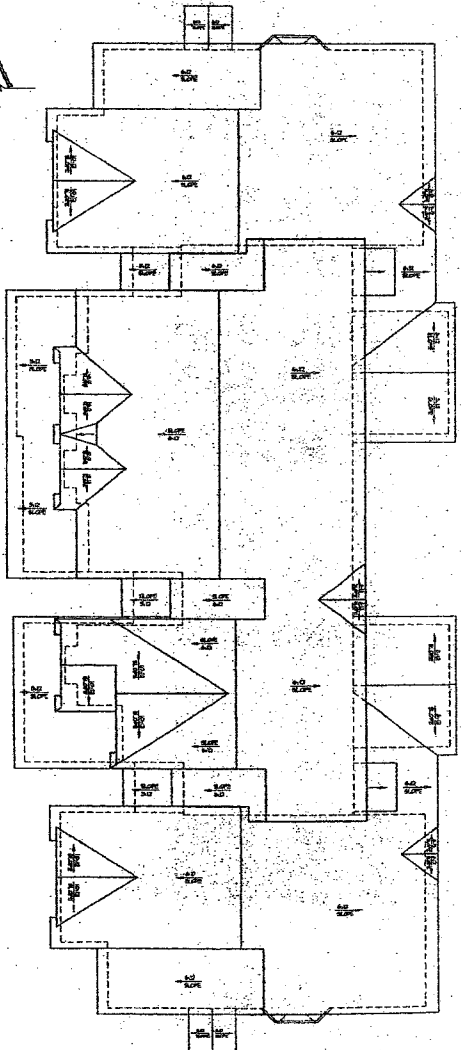
MAIN FLOOR PLAN

Drawn -

Second floor plans of, from left to right, Units 16, 17 and 18



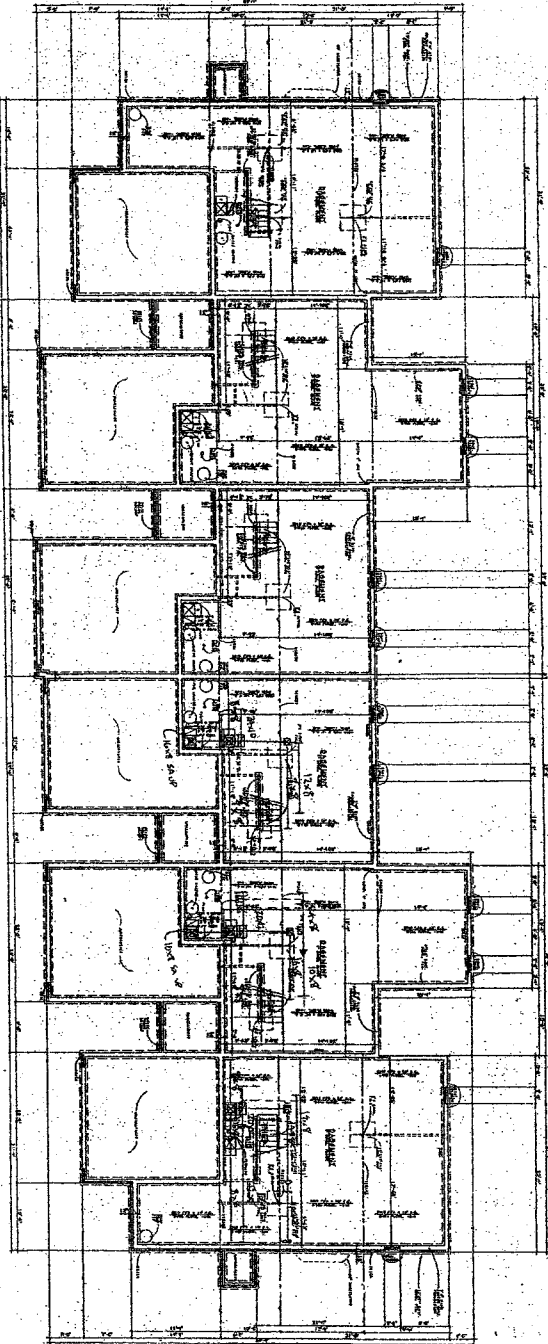
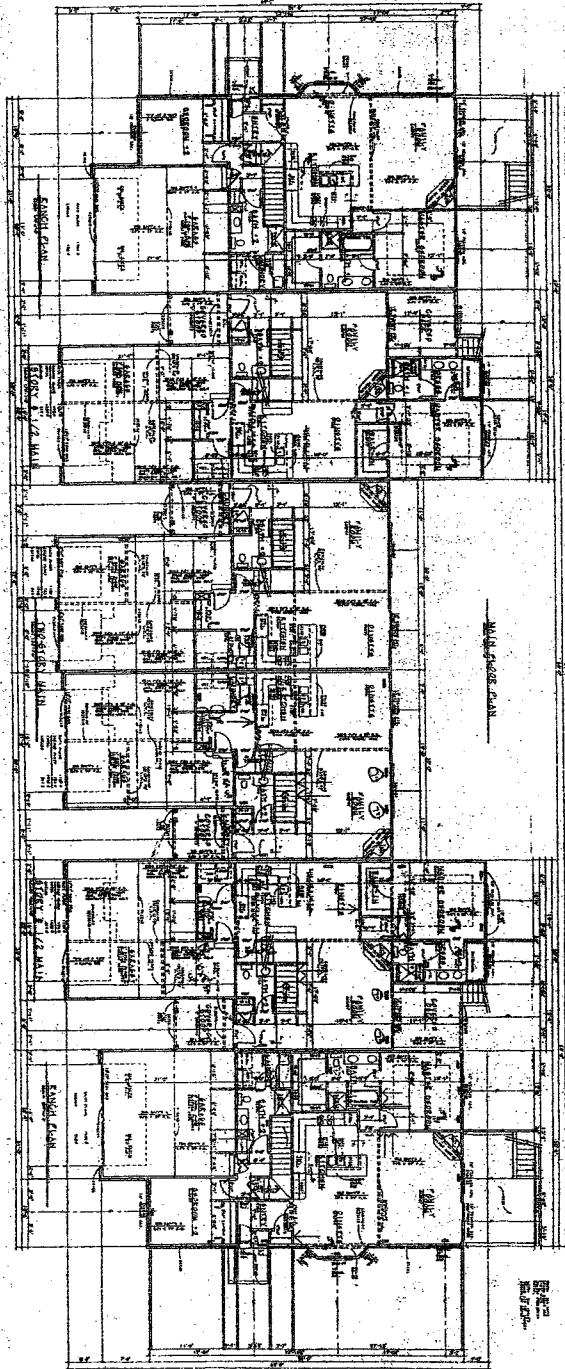




HVAC plans for Units 15, 16, 17, 18 and 19

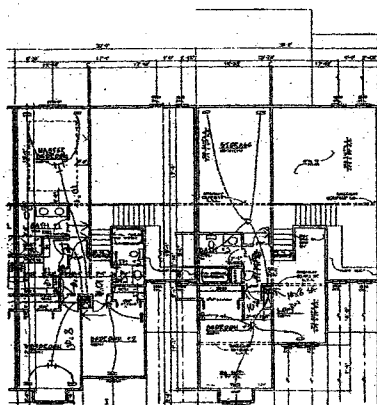
Building 4

Page 27 of 28



EQUIPMENT SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	MANUFACTURER	MODEL	DATE
1	FURNACE	5	40,000 BTU	TRANE	WBL0040A000	12/11/11
2	AIR HANDLER	5	14" X 24" X 24"	TRANE	WAL0014A000	12/11/11
3	CONDENSER COIL	5	14" X 24" X 24"	TRANE	WAL0014A000	12/11/11
4	EVAPORATOR COIL	5	14" X 24" X 24"	TRANE	WAL0014A000	12/11/11
5	DUCTWORK	5	14" X 24" X 24"	TRANE	WAL0014A000	12/11/11
6	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
7	DRYER	5	14" X 24" X 24"	TRANE	WAL0014A000	12/11/11
8	WATER HEATER	5	40,000 BTU	TRANE	WBL0040A000	12/11/11
9	WATER PUMP	5	1/2"	TRANE	WAL0014A000	12/11/11
10	WATER TANK	5	14" X 24" X 24"	TRANE	WAL0014A000	12/11/11
11	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
12	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
13	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
14	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
15	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
16	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
17	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
18	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11
19	WATER VALVE	5	1/2"	TRANE	WAL0014A000	12/11/11



REVISIONS, NOTES, and Remarks

NO.	REVISION	DATE	BY	REMARKS
1	ISSUED FOR PERMIT	12/11/11	ASG	
2	REVISED PER COMMENTS	12/11/11	ASG	
3	REVISED PER COMMENTS	12/11/11	ASG	
4	REVISED PER COMMENTS	12/11/11	ASG	
5	REVISED PER COMMENTS	12/11/11	ASG	
6	REVISED PER COMMENTS	12/11/11	ASG	
7	REVISED PER COMMENTS	12/11/11	ASG	
8	REVISED PER COMMENTS	12/11/11	ASG	
9	REVISED PER COMMENTS	12/11/11	ASG	
10	REVISED PER COMMENTS	12/11/11	ASG	
11	REVISED PER COMMENTS	12/11/11	ASG	
12	REVISED PER COMMENTS	12/11/11	ASG	
13	REVISED PER COMMENTS	12/11/11	ASG	
14	REVISED PER COMMENTS	12/11/11	ASG	
15	REVISED PER COMMENTS	12/11/11	ASG	
16	REVISED PER COMMENTS	12/11/11	ASG	
17	REVISED PER COMMENTS	12/11/11	ASG	
18	REVISED PER COMMENTS	12/11/11	ASG	
19	REVISED PER COMMENTS	12/11/11	ASG	

NOTES:  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING AND HEATING CODE (IMC) AND THE NATIONAL ELECTRICAL CODE (NEC).  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP ALL DEBRIS AND WASTE.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL AUTHORITIES.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE STATE AND FEDERAL AUTHORITIES.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

ASGARDEN, HE  
 LICENSE NO. 12345  
 HVAC PLANS



**Exhibit C - Common Element  
and Vote Allocation**

Page 1 of 2

**Common Interest Allocation Table  
Deer Creek Condominium**

Unit Number	Building	Unit Address	Unit Type	Unit Sq. Ft.	% Int In Comm	Unit Votes
01	1	6916 N. 122 <sup>nd</sup> Ct.	Ranch	1320	3.82	1320
02	1	6914 N. 122 <sup>nd</sup> Ct.		2 1642	4.76	1642
03	1	6912 N. 122 <sup>nd</sup> Ct.		1.5 1629	4.73	1629
04	1	6910 N. 122 <sup>nd</sup> Ct.	Ranch	1320	3.82	1320
05	2	12228 Ida Plz.	Ranch	1320	3.82	1320
06	2	12226 Ida Plz.		1.5 1629	4.73	1629
07	2	12224 Ida Plz.		2 1642	4.76	1642
08	2	12222 Ida Plz.	Ranch	1320	3.82	1320
09	3	6815 N. 122 <sup>nd</sup> St.	Ranch	1320	3.82	1320
10	3	6813 N. 122 <sup>nd</sup> St.		2 1642	4.76	1642
11	3	6811 N. 122 <sup>nd</sup> St.		2 1642	4.76	1642
12	3	6809 N. 122 <sup>nd</sup> St.		2 1642	4.76	1642
13	3	6807 N. 122 <sup>nd</sup> St.		1.5 1629	4.73	1629
14	3	6805 N. 122 <sup>nd</sup> St.	Ranch	1320	3.82	1320
15	4	12251 Ida Plz.	Ranch	1320	3.82	1320
16	4	12253 Ida Plz.		1.5 1629	4.73	1629
17	4	12255 Ida Plz.		2 1642	4.76	1642
18	4	12257 Ida Plz.		1.5 1629	4.73	1629
19	4	12259 Ida Plz.	Ranch	1320	3.82	1320
20	5	12252 Mary Plz.	Ranch	1320	3.82	1320
21	5	12254 Mary Plz.		2 1642	4.76	1642
22	5	12256 Mary Plz.		1.5 1629	4.73	1629
23	5	12258 Mary Plz.	Ranch	1320	3.82	1320



# INSURANCE BINDER

OP ID I,J DATE (MM/DD/YYYY)  
09/09/2005

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY  <b>SilverStone Group Incorporated</b> 11516 Miracle Hills Dr. #102 Omaha NE 68154 Lisa M. Johnson PHONE (A/C, No. Ext): 402-964-5400 FAX (A/C, No.): 402-964-5566 CODE: 44184 SUB CODE:		COMPANY <b>Travelers Insurance Co.</b>	BINDER # 5609
		DATE EFFECTIVE TIME 09/12/05	EXPIRATION DATE TIME 09/30/05 12:01 AM NOON
AGENCY CUSTOMER ID: DEERC-2 INSURED Deer Creek Denny Bray 6235 S. 90th Street Omaha NE 68127		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: <b>BINDER</b> DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>Multi-family housing/Condominiums Building #1</b>	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	<b>Building</b>	500	0	760,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$1,000,000
		DAMAGE TO RENTED PREMISES		\$300,000
		MED EXP (Any one person)		\$5,000
		PERSONAL & ADV INJURY		\$1,000,000
		GENERAL AGGREGATE		\$2,000,000
		PRODUCTS - COMP/OP AGG		\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT		\$1,000,000
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
				\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES <b>Flood Coverage: Limit \$50,000</b>		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

**NAME & ADDRESS**

Landmark Construction  4852 S. 133rd Street Omaha NE 68137	MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Lisa Johnson</i>	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.



# INSURANCE BINDER

OP ID LJ DATE (MM/DD/YYYY)  
09/09/2005

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY  <b>SilverStone Group Incorporated</b> 11516 Miracle Hills Dr. #102 Omaha NE 68154 Lisa M. Johnson PHONE (A/C, No. Ext): 402-964-5400 FAX (A/C, No.): 402-964-5566 CODE: 44184 SUB CODE:		COMPANY <b>Travelers Insurance Co.</b> BINDER # 5609
AGENCY CUSTOMER ID: DEERC-2 INSURED Deer Creek Denny Bray 6235 S. 90th Street Omaha NE 68127		DATE EFFECTIVE TIME DATE EXPIRATION TIME 09/12/05 AM 09/30/05 12.01 AM NOON THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # <b>BINDER</b> DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>Multi-family housing/Condominiums Building #1</b>

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	<b>Building</b>	<b>500</b>	<b>0</b>	<b>760,000</b>
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		<b>\$1,000,000</b>
		DAMAGE TO RENTED PREMISES		<b>\$300,000</b>
		MED EXP (Any one person)		<b>\$5,000</b>
		PERSONAL & ADV INJURY		<b>\$1,000,000</b>
		GENERAL AGGREGATE		<b>\$2,000,000</b>
		PRODUCTS - COMP/OP AGG		<b>\$2,000,000</b>
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT		<b>\$1,000,000</b>
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
				\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL.	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RETRO DATE FOR CLAIMS MADE:	AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	RETRO DATE FOR CLAIMS MADE:	WC STATUTORY LIMITS		\$
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES <b>Flood Coverage: Limit \$50,000</b>		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

**NAME & ADDRESS**

Landmark Construction  4852 S. 133rd Street Omaha NE 68137	<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Lisa Johnson</i>		



## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.



# INSURANCE BINDER

OP ID LJ

DATE (MM/DD/YYYY)

09/09/2005

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY  <b>SilverStone Group Incorporated</b> 11516 Miracle Hills Dr. #102 Omaha NE 68154 Lisa M. Johnson PHONE (A/C. No., Ext): 402-964-5400 FAX (A/C. No.): 402-964-5566 CODE: 44184 SUB CODE:		COMPANY <b>Travelers Insurance Co.</b>  BINDER # 5609
AGENCY CUSTOMER ID: <b>DEERC-2</b>		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: <b>BINDER</b>
INSURED <b>Deer Creek</b> <b>Denny Bray</b> 6235 S. 90th Street Omaha NE 68127		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) <b>Multi-family housing/Condominiums Building #1</b>
DATE EFFECTIVE TIME 09/12/05		EXPIRATION DATE TIME 09/30/05 12:01 AM NOON

**COVERAGES**

**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	<b>Building</b>	<b>500</b>	<b>0</b>	<b>760,000</b>
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		<b>\$1,000,000</b>
		DAMAGE TO RENTED PREMISES		<b>\$300,000</b>
		MED EXP (Any one person)		<b>\$5,000</b>
		PERSONAL & ADV INJURY		<b>\$1,000,000</b>
		GENERAL AGGREGATE		<b>\$2,000,000</b>
		PRODUCTS - COMP/OP AGG		<b>\$2,000,000</b>
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT		<b>\$1,000,000</b>
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
				\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____		ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/OTHER COVERAGES <b>Flood Coverage: Limit \$50,000</b>		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

**NAME & ADDRESS**

<b>Landmark Construction</b>  4852 S. 133rd Street Omaha NE 68137	MORTGAGEE <input type="checkbox"/>	ADDITIONAL INSURED <input type="checkbox"/>
	LOSS PAYEE <input type="checkbox"/>	
	LOAN # _____	
	AUTHORIZED REPRESENTATIVE 	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.