

Rules and Regulations

Lincoln Trade Center Owner's Association, Inc.

As provided in the By-laws of the Lincoln Trade Center Owner's Association, Inc. under Article VII – Powers and Duties of the Board of Directors, the following rules and regulations are adopted and published governing the use of the commons and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

Personal Conduct of the Members and their Guests (including pets)

The following list of “courtesies” relative to business and commerce and the need for access to one's place of business have been published by the Directors as a guideline for Members and their guests.

1. Businesses who provide services to the public and regularly have a need for clients/customers to stop at their place of business for short periods during the day should expect to have parking spaces available near the entry to their place of business.
2. Likewise, Tenants and employees of Tenants who are essentially using parking spaces provided within the common area for long term parking i.e. a majority of the day, should use parking spaces that are remote from the building entrances so as to not interrupt regular business and commerce of others.
3. Members of the Association (Owners) have the right to expect parking adjacent to the entrance to their (property) business.
4. It should be understood that not everyone can park within a few steps of the front door to the place of their employment.
5. It should be understood that parking is not available on a first come basis but on a basis of the needs of the respective businesses within the Trade Center.
6. It should be assumed that business Owners and Managers will review these parking “courtesies” with their staff and take measures to assure full compliance.

Traffic Signs

Members of the Association and their guests are required to observe all traffic signs on the premises.

Parking in Designated Locations

Parking spaces for Members and their guests are designated by yellow painted parking stripes. Any vehicles, non-motorized vehicles, or trailers that do not fit (cannot be parked) within the designated parking spaces are not to be parked elsewhere within the commons area. It is the vehicle Owner's responsibility to locate alternative parking or storage off site.

Parking – ADA Compliance

Accessible parking spaces have been provided which are to be at least 96” wide. Parking access aisles have been provided as part of an accessible route to the building or facility entrance which comply with ADA regulations defining accessible route. Parking spaces and access aisles are to be level with surface slopes not exceeding 2% in all directions. Accessible parking spaces are designated as reserved by a sign showing the symbol of accessibility.

Parking – Recreation Vehicles

Parking of recreation vehicles that do not fit within the designated parking spaces either during the day or over night is prohibited. Overnight camping in recreational vehicles is prohibited.

Lawns, Landscaping, Open Spaces

The lawns, landscaping, and open spaces beyond the boundaries of the Owner’s property is provided for the common use and enjoyment of all Owners and their guests. Activities in any common area that would restrict its use by others is prohibited. An exclusive use of a portion of the commons area for a specific purpose of a duration of time may be approved by the Directors with the consent of the adjacent property owners and tenants.

Definitions

The term “**Commons**” shall mean all real property owned by the Corporation for the common use and enjoyment of the Owners, more particularly described as Outlot A, Block 1, Country Place 1st, 2nd, 3rd, 6th, 8th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 25th, Additions, Lincoln, Lancaster County, Nebraska.

The term “**Owner**” shall mean and refer to the Record Owner, whether one or more persons or entities, of the fees simple title to any lot that is a part of the Properties, including Contract Seller, but excluding those having such interest merely as security for the performance of any obligation.

Term “**Member**” shall mean and refer to those persons entitled to membership as provided in the Covenants.

The above Rules and Regulations were adopted at a Special Meeting of the Board of Directors held on 16 February 1999. A copy of these rules and regulations were mailed to each Member of the Association upon adoption. The Rules and Regulations shall take effect 10 days following their publication and or 26 February 1999.

Provisions for “reserved parking” deleted by action of the Board of Directors 26 August 2003.

USE PERMIT APPLICATION

SHORT TERM LEASE

of a designated portion of the commons area
at the Lincoln Trade Center

Please complete this application and submit to the Board President

ORGANIZATION: _____

ADDRESS / SUITE: _____

PROPERTY OWNER: _____

PROPOSED ACTIVITY: _____
please be specific

AREA REQUESTED: _____
please be specific

DATE(S) OF USE: _____

GENERAL CONDITIONS

- a. Use of any portion of the Commons is governed by the terms of the Restrictive Covenants and the Bylaws of the "Association".
- b. Use of any portion of the Commons for activities that exclude any member of the Association or that invite non-members onto the property is prohibited without a short term lease agreement.
- c. A use fee of \$25.00, a damage deposit of \$250.00, and insurance for indemnity and liability is required.
- d. A draft copy of the USE PERMIT – SHORT TERM LEASE is attached for your review.

DATE OF REQUEST: _____ **BY:** _____

DAY TELEPHONE _____ **DAY FAX** _____

USE PERMIT – SHORT TERM LEASE

This agreement made this ____ day of _____, 20____, by and between **Lincoln Trade Center Owners Associations, Inc.**, a Nebraska corporation of Lincoln, Nebraska, **Lessor**, and _____, of _____ Nebraska, Lessee.

1. Premises: The said Lessor, for and in consideration of the payment of the rents and the performance of the covenants and agreements which on the part of the said Lessee are to be paid and performed as hereinafter is provided, has granted, demised and leased, and by these presents does grant, demise and let unto the said Lessee, all that certain lot or parcel of land lying and being in the City of Lincoln, in the County of Lancaster, and State of Nebraska, described as follows, to wit: _____

2. Rent: To have and to hold the said demised premises, with appurtenances, unto the said Lessee from the ____ day of _____, 20____, for and during the full term of ____ days. Paying therefor as rent unto the said Lessor the daily rent of \$_____ to be paid at the time of execution of this lease.

And in consideration of the premises, the Lessee, for himself and his agents and employees does hereby covenant and agree to and with the said Lessor that said Lessee will, at all times during the continuance of this lease, whether during the aforesaid term, or any further term, hereunder or extension of this lease, pay the rents which may become payable under this lease, promptly and as above provided.

3. Use of Premises. The Lessee shall use said premises for _____ and no other purpose whatsoever.

Lessee shall comply with all present and future laws and ordinances applicable to the leased premises and shall not commit or suffer waste on the premises, or use or permit anything on the premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other tenants of Lessor's buildings, their agents, servants, employees, and customers. Alcoholic beverages of any kind shall not be sold, given away or consumed or otherwise distributed anywhere upon the leased premises.

4. Damage to Lessee's Property or Premises. The Lessor and its agents shall not be liable in damages by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, gas, electricity, water, rain, snow, sleet, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons. None of the limitations of the liability of Lessor or its agents provided for in this paragraph shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach by the Lessor, its agents, employees, or independent contractors.

5. Lessee's Liability for Damage to Lessor's Property. The Lessee shall be liable for any damage to the leased premises which may be caused by his acts or negligence, or the acts of his agents, employees, or customers, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after rendition of a statement by the Lessor, for the total cost of such repair and damage.

6. Indemnity, Liability Insurance. The Lessee hereby indemnifies and agrees to hold the Lessor harmless and free from damages sustained by person or property, and against all claims of third persons for damages arising out of the Lessee's use of the leased premises, and for all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorney's fees incurred in connection therewith.

Lessee shall, during the entire term of this lease and any renewal hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, and the business operated by the Lessee in an amount of not less than \$1,000,000.00 per occurrence and shall provide to Lessor evidence of such insurance, and name the Lessor as Additional Insured on Lessee's insurance policy.

7. Signs. The Lessee shall not nor maintain any sign anywhere on the property constituting the leased premises whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to Lessor in writing, and the Lessor shall have the right to direct and determine the size, content, design, construction, and location of such sign on the premises.

8. Quiet Enjoyment. The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises hereby leased, for the term aforesaid.

9. Inspection. Lessee will permit Lessor, its agents, employees, and contractors to enter all parts of the premises to inspect the same and to enforce or carry out any provisions of this Lease.

10. Damage Deposit. It is further covenanted and agreed by and between the parties hereto, that the Lessee shall return the leased premises to Lessor clean of all litter, garbage or refuse of any kind and free of all stains, chemical residue or any other substances not on the premises at the time of the execution of this agreement. As further assurance of the performance of this covenant the Lessee shall deposit with the Lessor the sum of \$_____ to assure performance of this covenant.

11. Use Consents. The Lessee further agrees to obtain the written consent to Lessee's use of the premises from all adjoining and or abutting members of the Lessor prior to the Lessee's entrance upon or use of the leased premises and to provide copies of said consent to the executive director of the Lessor. Lessor shall provide Lessee a list of members whose consent shall be required.

12. Default. It is further agreed between the parties hereto, as one of the conditions upon which this lease is made, that if the said Lessee shall default in the payment of rent or in the performance of any of the covenants or agreements on the part of the said Lessee, to be performed then and from thenceforth this lease shall become ended and terminated, and all rights of the said Lessee, thereunder, shall be forfeited and lapse, as fully as if this lease had expired by lapse of time. The said Lessor, shall at once have all the rights of re-entry upon said premises, and to possess, have

and enjoy the same which they would have upon the expiration of this lease by lapse of time. And said Lessee does further covenant and agree to and with said Lessor, that upon the termination of this lease, whether by lapse of time or under any of the conditions or provisions contained herein, said Lessee will, peaceable and quietly yield up and surrender the said leased premises, unto the said Lessor. And, further, that no waste or injury to said premises or to any building thereon shall be committed nor permitted during the continuance of this lease or afterward.

13. Quiet Enjoyment. The said Lessor does hereby covenant that said Lessee, his heirs, executors, administrators and assigns, on paying the rents, and performing the covenants provided for in this lease, shall and may quietly and peaceably hold and enjoy said leased premises, so long as this lease shall subsist.

In testimony whereof, the parties have hereunto set their hands, the day and year first above written.

Lincoln Trade Center Owners Association, Inc., Lessor

BY: _____

Date

Lessee

Date

Return with one copy of this document:

1. A check in the amount of \$25.00 made payable to the Trade Center Association;
2. A check in the amount of \$250.00 made payable to the Trade Center Association;
3. An insurance certificate document required for the short term use of the Commons.