



1124 335 MISC



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Box 35

AFFIRMATION

Maple Joint Venture, a Nebraska General Partnership, is the owner of Lot 2 Hillsborough Replat 11 (Eleven), a subdivision as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 2"). Maple Joint Venture II, a Nebraska General Partnership, is the owner of Lot 1, Hillsborough Replat 11 (Eleven), a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 1"). Lot 1 and Lot 2 emanated from the administrative subdivision of Lot 12 Hillsborough Replat I, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 12").

For the purpose of affirming the devolution upon Lot 1 and Lot 2 of the rights, easements, covenants, restrictions, obligations, and other matters (collectively "Rights and Obligations") benefitting, binding, or relating to Lot 12 pursuant to, established by, or contained in that certain ECR Declaration of Maple Joint Venture, a Nebraska General Partnership, recorded in Book 1051 Page 602 of the Miscellaneous Records of Douglas County, Nebraska (the "ECR Declaration") including all amendments thereof, the Parties to this Affirmation hereby affirm all such Rights and Obligations which shall be binding upon and benefit Lot 1 and Lot 2 as though both such lots had been specifically identified in the ECR Declaration instead of Lot 12.

1. Excluding Section 16 thereof, with respect to those portions of the ECR Declaration which require, permit or contemplate the consent, approval or other action by the Owner of Lot 12, such authority to consent, approve, or take action with respect to any matter is hereby assigned and delegated to the Owner of Lot 2 unless and until the Owners of Lot 1 and Lot 2 expressly agree otherwise. With respect to Section 16 of the ECR Declaration, the termination, extension, modification or amendment of the ECR Declaration shall require the written approval of the Owners of Lot 1 and Lot 2.

2. References to Lot 12 in the ECR Declaration as a Parcel or area of land shall mean and include both Lot 1 and Lot 2 unless by context or geographic location only one of such lots is intended or affected or some combination of portions of both lots is intended or affected.

3. With respect to the last paragraph of Section 2.8 of the ECR Declaration, payments toward the cost of maintaining drives in Lot 12 shall be made to the Owner of Lot 2 who shall allocate and divide such payments between the Owners of Lots 1 and 2 in proportion to the land area each such lot bears to the total land area of both such lots. The Owners of Lots 1 and 2 shall be responsible for such maintenance as to the drives located within their respective lots until and unless the Owners of Lots 1 and 2 agree otherwise.

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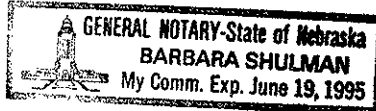
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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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CONF MC-16594
JUL 11 1994
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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

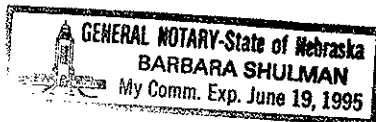
The foregoing instrument was acknowledged before me this 11th day of July, 1994, by Jay R. Lerner, Partner of Lerner Maple Partnership, a Nebraska General Partnership, Partner of Maple Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.



Barbara Shulman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

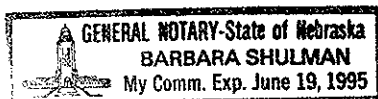
The foregoing instrument was acknowledged before me this 11th day of July, 1994, by Jeffrey M. Kestus, Vice-President of Venture-50, Inc., a Nebraska Corporation, Partner of Maple Joint Venture II, a Nebraska General Partnership, on behalf of such Partnership.



Barbara Shulman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of July, 1994, by Jay R. Lerner, Partner of Lerner Maple Partnership, a Nebraska General Partnership, Partner of Maple Joint Venture II, a Nebraska General Partnership, on behalf of such Partnership.



Barbara Shulman
Notary Public