

DECLARATION

VALLEY TOWNHOMES, LTD., a Nebraska limited partnership ("Declarant") is the record owner of the following described residential lots situated in Omaha, Douglas County, Nebraska, which are collectively referred to from time to time as the "Lots". References to "a Lot" shall refer to one of the Lots identified in the Declaration.

LEGAL DESCRIPTION OF LOTS

Lots One (1) thru Eighteen (18) inclusive of Green Valleys Replat II, as surveyed, platted and recorded in Douglas County, Nebraska. Green Valleys Replat II is a Replat of Lot One (1) of the Replat of the East part of Block Three (3), Green Valleys, as surveyed, platted and recorded in Douglas County, Nebraska, together with a part of Lot One (1) and all of Lot Two (2) of the Replat of the East part of Block Two (2) Green Valleys, as surveyed, platted and recorded in Douglas County, Nebraska.

The Declarant has executed and recorded this Declaration intending to establish certain perpetual easements for purposes of (i) vehicular access to and from the nearest public street, (ii) pedestrian access to and from certain parking areas, (iii) the maintenance and replacement of existing utilities, telephone services, and sanitary and storm sewers, (iv) establishment of certain parking areas and (v) establishment of certain pedestrian walkways for the benefit of the public. This Declaration and the easements created by this Declaration shall be binding upon and inure to the benefit of the record owners of certain designated Lots, their respective tenants, subtenants, guests, and permittees and where specifically indicated are intended for the benefit of the public in general.

The easements created and established by this Declaration shall constitute "covenants running with the land" and may be revoked or modified by the record owners of all Lots which are either benefited or burdened by the easement to be revoked or modified; such modification or revocation shall be effective upon recordation with the Register of Deeds of Douglas County, Nebraska of a written instrument effecting such modification or revocation fully executed and acknowledged by all the record owners of those Lots which are either benefited or burdened by the easement modified or revoked. In the case of easements which have been created for the benefit of the public in general, such easements shall not be modified or revoked without the written consent of the record owners of all of the Lots, properly executed, acknowledged, and recorded as provided immediately above.

PEDESTRIAN ACCESS EASEMENTS

Each of the Lots or portions thereof identified below shall be benefited or burdened, as the case may be and as expressed below, with a perpetual exclusive easement for the purpose of pedestrian ingress and egress to and from those parking areas which are situated on the Lots burdened by such Pedestrian Access Easements.

Access Easements

<u>Lots or Portions Thereof Burdened by Pedestrian Access Easements</u>	<u>Lots Benefited by Pedestrian Access Easement upon Lot Shown in the Opposite Column</u>
Lot 5	Lots 6 and 7
Lot 6	Lots 5 and 7
Lot 9	Lots 8 and 10
Lot 10	Lots 8 and 9
Lot 14	Lots 13 and 15
Lot 17	Lots 16 and 18
Lot 18	Lots 16 and 17

Notwithstanding the foregoing, only the portions of those Lots which have not been improved with structures or residences of any kind shall be burdened with or subject to such Pedestrian Access Easements.

VEHICULAR ACCESS EASEMENTS

Each of the Lots or portions thereof identified below shall be benefited or burdened, as the case may be and as expressed below, with a perpetual exclusive easement for the purpose of vehicular ingress and egress to and from the public streets identified and set opposite the Lots benefited by such easements.

<u>Lots or Portions Thereof Burdened by Vehicular Access Easements</u>	<u>Lots Benefited By Vehicular Access Easements Upon Lots or Portion Thereof Listed In Opposite Column</u>	<u>Public Streets</u>
North Six (6) feet of Lot 5	6 & 7	41st Street
South Six (6) feet of Lot 6	5 & 7	41st Street
North Six (6) feet of Lot 9	8 & 10	41st Street
South Six (6) feet of Lot 10	8 & 9	41st Street
West Twelve (12) feet of Lot 14	13 & 15	41st Street
West Twelve (12) feet of Lot 15	13 & 14	Frederick Street
North Six (6) feet of Lot 17	16 & 18	41st Street
South Six (6) feet of Lot 18	16 & 17	41st Street

PARKING EASEMENTS

Each of the Lots identified below shall have a perpetual exclusive easement for the parking of one motor vehicle excluding motor homes, mobile homes, or trailers upon that portion of those Lots which are described opposite the Lots benefited by such Parking Easements.

<u>Portion of Lots Burdened by Easement</u>	<u>Lots Benefited By Easement</u>
E 10' of the North 50' of Lot 2	Lots 1 & 3 & 4
E 12' of the South 60' of Lot 3	Lots 1 & 2 & 4
N 30' of the West 40' of Lot 5	Lots 6 & 7
S 30' of the West 40' of Lot 6	Lots 5 & 7
N 30' of the West 40' of Lot 9	Lots 8 & 10
S 30' of the West 40' of Lot 10	Lots 8 & 9
E 10' of the North 55' of Lot 11	Lots 12 & 13
E 10' of the South 55' of Lot 12	Lots 11 & 13
N 55' of the West 40' of Lot 14	Lot 15
N 30' of the West 40' of Lot 17	Lots 16 & 18
S 30' of the West 40' of Lot 18	Lots 16 & 17

SEWERS, UTILITIES AND TELEPHONE EASEMENTS

Each of the Lots shall have a perpetual easement under, over and upon that portion of all of the remaining Lots which are not improved by buildings for the purpose of maintaining, repairing or replacing any existing sanitary and storm sewers and any utility and telephone services, conduits, levies, poles and other apparatus or equipment which are situated or installed upon or within the Lot benefited by such easement. Any damage to any of such Lots which occurs as a result of the use of such easement shall be promptly repaired or restored by the record owner of the Lot for whose benefit such easement was exercised to the condition which existed immediately prior to such use to the extent reasonably practicable.

SIDEWALK EASEMENTS

All of the Lots and the public in general shall be benefited by or entitled to a perpetual non-exclusive easement over certain portions of certain of the Lots identified below for the purpose of a pedestrian walkway.

Lots or Portions Thereof Burdened by
Sidewalk Easement Benefiting the Public
In General and All of the Lots

- A. The West Eight (8) feet of the East Eighteen (18) feet of the North Fifty (50) feet of Lot 2; and the East Ten (10) feet of the North Four (4) feet of the South Nineteen (19) feet of Lot 2.

- B. The West Eight (8) feet of the East Twenty (20) feet of the South Sixty (60) feet of Lot 3; and the East Twelve (12) feet of the South Four (4) feet of the North Twelve (12) feet of Lot 3.
- C. The West Eight (8) feet of the East Eighteen (18) feet of the North Fifty-five (55) feet of Lot 11; and the East Ten (10) feet of the North Four (4) feet of the South Twenty-Two (22) feet of Lot 11.
- D. The West Eight (8) feet of the East Eighteen (18) feet of the South Fifty-Five (55) feet of Lot 12; and the East Ten (10) feet of the South Four (4) feet of the North Eighteen (18) feet of Lot 12.

MISCELLANEOUS PROVISIONS

1. The record owners or any tenant, subtenant, guest or permittee of any Lot or portion thereof burdened by an easement shall not construct, erect, maintain or place any structures, fences, or other buildings or obstructions of any kind over the Lot or portion thereof so burdened which will in any way interfere with the exercise and use of the easements created and established by this Declaration.

2. The record owner of the Lot or portion thereof burdened by any easement established and created by the Declaration shall be primarily responsible for the repair, maintenance and replacement of such easement areas but shall be entitled to reimbursement for a portion of all reasonable costs and expenses in maintaining, repairing, and replacing such easement areas from all record owners of all Lots benefited by the easement area so repaired, maintained or replaced. Such reimbursement shall be due and payable within ten (10) days of written invoice containing sufficient supporting detail and data and shall be computed on the basis that all Lots or portions thereof benefited or burdened by such easement area shall share equally such expenses and costs. All invoices not paid when due shall bear interest from the due date at the maximum rate permitted by law on the date of such written invoice.

Executed, Dated and Acknowledged this 19th day of June, 1980.

VALLEY TOWNHOMES, LTD.

By John R. Maenner
John R. Maenner

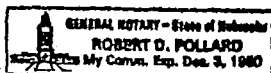
By Russell L. Hannibal
Russell L. Hannibal

By Robert D. Shreve
Robert D. Shreve

GENERAL PARTNERS

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

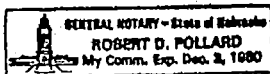
The foregoing instrument was acknowledged before me this
 19th day of June, 1980, by John R. Maenner and Robert
 D. Shreve, general partners, on behalf of VALLEY TOWNHOMES, LTD.,
 a Nebraska limited partnership.



Robert D. Pollard
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this
 19th day of June, 1980, by Russell L. Hannibal, general
 partner, on behalf of VALLEY TOWNHOMES, LTD., a Nebraska limited
 partnership.



Robert D. Pollard
 Notary Public

SUBORDINATION

Commercial Federal Savings & Loan Association of Omaha,
 Nebraska does hereby subordinate the lien of its respective mort-
 gages covering the Lots identified above which are recorded at
 Book 2292, Page 321 and Book 2323, Page 584 of the Mortgage
 records of the Register of Deeds of Douglas County, Nebraska to
 the easements created and established in the foregoing Declara-
 tion.

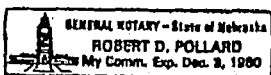
Executed and dated this 19th day of June, 1980.

COMMERCIAL FEDERAL SAVINGS &
 LOAN ASSOCIATION OF OMAHA,
 NEBRASKA

By *Michael J. Keady*
 Vice-President

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing Subordination was acknowledged before me
 this 19th day of June, 1980 by *Michael J. Keady*
 Vice-President of COMMERCIAL FEDERAL SAVINGS & LOAN
 ASSOCIATION OF OMAHA, NEBRASKA, an association, on behalf of the
 association.



Robert D. Pollard
 Notary Public

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C. HAROLD BOSTER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

Book 635

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