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GEORGE J. SULLIVAN  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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DECLARATION OF CROSS EASEMENTS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the owner of the following described real estate, to-wit:

"Lots 1, 2, 3 and 4, Maple Heights Office Park, as surveyed, platted and recorded in Douglas County, Nebraska, formerly known as Lot 25 Maple Heights, an Addition to the City of Omaha,"

does hereby declare, create, establish and adopt the following cross easements and covenants against and upon the aforesaid real estate which are to run with the land and shall be binding on all present and future owners of all or any portion of said real estate. Any reference herein to the "lots", "lot" or "real estate" shall be deemed to be a reference to the above-described real estate unless the context clearly indicates otherwise.

1. Cross-Easement. Each of the lots described in this declaration shall be subject to a non-exclusive, perpetual easement in favor of each of the owners of all of the other lots, and their respective guests, licensees and invitees, over that portion of each lot shown as cross hatched on Exhibit "A" attached hereto and made a part hereof by this reference, said perpetual easement to exist for the right of ingress and egress to and from each owner's respective lot(s), and for the purpose of vehicular parking in the areas designated for parking by appropriate markings shown on concrete and asphalt paved parking areas. The location of the driveways and parking shall generally conform to the layout on Exhibit "A". If a more detailed plan or legal description is required to enforce these covenants and easements, then the owner thereof shall promptly cause an "as built" survey thereof to be prepared, which survey shall include a separate legal description for any driveways and parking lots. When all of the lots have been surveyed on an "as built" basis, the Campus Plan Manager shall cause an amendment to this Declaration to be prepared which limits the easements granted herein to the legal descriptions of the driveway and parking lots obtained from the surveys and all owners of the lot shall promptly execute and acknowledge that amendment whereupon the Campus Plan Manager shall cause the same to be recorded with the Douglas County Register of Deeds.

2. Minimum Parking Areas. No building or other improvements shall be constructed on any of said lots unless there are adequate spaces and facilities provided for parking of passenger vehicles. Prior to commencement of construction or installation of any buildings, parking lots, driveways, landscaping or other

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improvements, the owner of the lot shall submit detailed, final plans and specifications for the same to the Campus Plan Manager (identified below) for approval, which approval will not be unreasonably withheld provided that the plans and specifications call for improvements which conform to the requirements of this dedication and are architecturally and functionally compatible with the design of any improvements existing on or approved for the other lots. All buildings shall have a commercial appearance with a flat roof and a minimum of fifty percent (50%) of exterior surfaces other than glass shall be covered with brick. For purposes hereof, parking spaces and parking facilities shall be deemed adequate for a particular lot if there are at least 4.5 parking spaces for passenger cars for every 1,000 gross square feet of floor area (calculated by using the exterior dimensions of the building at each floor level) in the building or buildings being constructed on said lot (exclusive of basement areas which do not have direct "walkout" access to the outside).

3. Construction of Drives and Parking. At the time the owner of each of the lots constructs its buildings and other improvements on its respective lot, it shall also construct and install, at its own expense, any driveways and parking lots required for purposes of fulfilling these covenants. The driveways and parking lots shall be constructed in a good and workmanlike manner using good quality materials. All driveways and parking lots which are subject to the foregoing easements shall be hard surfaced and shall comply in all respects with any requirements under the Omaha Municipal Code applicable to such facilities. All parking lot and driveway areas shall have a concrete curb and gutter on its outer edge and the surfaced area shall be a minimum depth of five inches of asphalt except that the ingress and egress driveways for lots 1 and 2 shall have a depth of seven inches of asphalt. All parking spaces shall be appropriately striped.

4. Landscaping Requirements. The owner of each lot shall plant landscaping to conform to the requirements of the landscape plan filed with the City of Omaha or as modified and acceptable to the City of Omaha and the Campus Plan Manager. The owner shall install a sprinkler system on all landscaped area and shall keep landscaping adequately watered for good appearance. Terracing, rock wall, railroad tie wall and sodding shall be installed at the lot owner's expense to conform to the general master plan of the development, which plan is on file in the office of the City of Omaha Planning Department.

5. Maintenance of Landscaping. Provided the easements set forth herein have not been released or terminated, the West 20 feet of the North 155 feet of Lot 4 shall be treated as though it is a part of Lot 1 and the owner of Lot 1 shall have the right to

use and occupy same, and the East 20 feet of the North 165 feet of Lot 3 shall be treated as though it is a part of Lot 2 and the owner of Lot 2 shall have the right to use and occupy same. The owner of Lot 1 shall plant and water the landscape area on the West 20 feet of the North 155 feet of Lot 4 and shall maintain the same until such time as the common area maintenance program is in force. The owner of Lot 2 shall plant and water the landscape on the East 20 feet of the North 165 feet of lot 3 and shall maintain the same until such time as the common area maintenance program is in force.

6. Nonexclusive Use of Parking Areas. None of the owners of any of the lots, nor any of their guests, licensees, invitees, shall exercise their rights with respect to the easements granted herein in such a way as to unreasonably interfere with the rights of the owners of the other lots to use the same.

7. Campus Plan Manager. The owners of the lots shall from time to time appoint a Campus Plan Manager who shall be responsible for overseeing and arranging for the repair and maintenance of the cross easement areas and landscaped areas pursuant to this declaration; provided, however, that for a term of three (3) years commencing with the date of this declaration, or until such time as he resigns, whichever is sooner, Jerome L. Heinrichs shall be the Campus Plan Manager. For his services, the Campus Plan Manager shall receive a fee in an amount which is mutually agreeable to the Campus Plan Manager and a majority of the owners of the lots. For purposes hereof, all decisions concerning the repair and maintenance of the easement areas and the selection and compensation of the Campus Plan Manager shall be determined by a majority of the owners of the lots, there being one vote for each of the four lots. If multiple owners of a single lot cannot agree as to how their vote should be cast within ten (10) days after being requested by one or more owners of the other lots to cast a vote on a particular proposition, then the vote of the undecided owners of said lot shall be disregarded for purposes of that proposition and shall be counted neither for nor against the issue.

8. Common Area Maintenance Agreement. The owner of each lot shall pay monthly into a fund established by the Campus Plan Manager an amount established in the manner hereinafter set forth under the budget prepared by the Campus Plan Manager for the cost of operating and maintaining all common areas and facilities, including without limitation all parking areas, driveways, access roads, sidewalks, landscaped space and other space used in common or available for use in common by the owners or his customers, employees, agents or other invitees. Operating and maintaining such areas and facilities shall include without limitation furnishing parking area lighting, cleaning, snow removal, line

painting, care of grass, shrubs and plants and general maintenance of all areas and facilities required to be maintained by the Campus Plan Manager including the repair or replacement of any portion of the parking facilities and driveways.

The Campus Plan Manager shall prepare an annual budget of the estimated costs of operation and maintenance of common areas. When the budget has been approved by a majority of the lot owners, the Campus Plan Manager shall assess each lot owner its proportionate share of the budgeted expenses, one-twelfth (1/12) of which shall be paid each month by the owner of the lot into the fund established by the Campus Plan Manager. Each lot shall bear the following proportionate share of the total budgeted common area maintenance pursuant to this paragraph:

Lot One (1)	Eighteen Percent (18%)
Lot Two (2)	Twenty Percent (20%)
Lot Three (3)	Thirty-one Percent (31%)
Lot Four (4)	Thirty-one Percent (31%)

Included within the budget of expenses shall be a reasonable reserve for replacement of drives and parking areas. Any excess funds unused at the end of any calendar year other than reserve funds shall be carried forward to be used in determining the budget for the following year.

9. Lien for Assessments. The Campus Plan Manager shall have the right to collect by an action at law brought against any owner of a lot any unpaid assessments made against such lot by the Campus Plan Manager. In addition, any unpaid assessment shall constitute a lien against such lot which may be foreclosed by the Campus Plan Manager in the manner provided for foreclosure of mortgages under the laws of the State of Nebraska. The enforcement of this declaration of easements and covenants may be either by proceeding at law or in equity against any person or entity violating or attempting to violate any provision hereof. Such proceeding shall include the right to have this declaration specifically enforced for the right to recover damages and may be brought by anyone then owning one or more of the lots.

10. Utility Easements. Utility easements shall provide access for lots 3 and 4 through lots 2 and 1 for the installation, maintenance and repair of electrical, water, gas, telephone, cable lines and any other utility lines necessary for the operation of the building and businesses within the building. The location of these easements are shown on Exhibit "B" attached hereto and made a part hereof by this reference.

11. Purpose of Easements. The cross easements and covenants herein declared and granted are intended for the private use and

benefit of each owner of the lots and its respective guests, licensees and invitees, and shall in no way be construed as a dedication or grant of any general or specific rights in or to the public at large. The officers and employees of an owner of the lots shall be deemed to be included as a licensee or invitee for purposes hereof.

12. Term of Easements and Covenants. The easements and covenants granted and declared herein shall run with the land and shall be binding upon and enforceable by the owners, all persons claiming under the owners and their respective heirs, personal representatives, successors and assigns for a period of twenty-one (21) years from and after the date of recordation of this declaration, after which time these covenants shall be automatically extended for successive periods of ten (10) years each unless the then owners of not less than three-fourths (3/4) of the lots elect to terminate these covenants at the end of a term; provided, however, notwithstanding any of the foregoing to the contrary, the cross easements provided in paragraph one (1), above, shall be perpetual and may only be released and terminated by unanimous agreement of all of the owners of the lots as of the time of such release or termination.

13. Effect of Partial Invalidity. The invalidation of any of these easements and covenants shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

14. Amendment. Any alteration, change, modification or amendment of this declaration shall be effective only if it is in writing and executed by all the owners of the lots which are the subject hereof at the time of such alteration, change, modification, or amendment.

EXECUTED as of the 8th of March, 1988 .

MAPLE HEIGHTS L-25 PARTNERSHIP

By: James L. Heinicke

By: Paul Dutton

Title \_\_\_\_\_

STATE OF NEBRASKA]  
COUNTY OF DOUGLAS] SS.

On this 8th day of March, 1988, before me, a notary public in and for said county and state, personally

appeared Jerome L. Heinrichs & Paul L. Dutton to me known to be the identical person who subscribed the name of MAPLE HEIGHTS L-25 PARTNERSHIP to the foregoing instrument as its Partners and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said partnership.

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



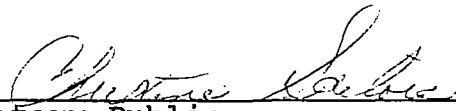
  
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

