

WHEREAS, TOWER INVESTMENTS, INC., a corporation organized and existing by and under the laws of the State of Nebraska, is the owner in fee of the following described real estate, to-wit:

Lot One (1) through Sixty-Nine (69) inclusive, and outlots A, B, C, D, E, and F, incorporated in "THE ABBEY" Addition, the same being a replat of Lots Two Hundred Twenty-Nine (229), Two Hundred Thirty (230), Two Hundred Thirty-One (231), Two Hundred Thirty-Two (232), and Four Hundred Three (403) in Candlewood Addition, as surveyed, platted, and recorded, the same being situated in the City of Omaha, State of Nebraska;

and

WHEREAS, said owner is constructing on said premises for sale to various and sundry persons, multiple dwelling units composed of two or more individual dwellings connected by division walls between said dwellings, each individual dwelling being hereinafter referred to as a "Dwelling", and

WHEREAS, it is intended by the undersigned to create in favor of each purchaser of a Dwelling, an easement covering party walls and placed on the lot lines separating the lots upon which the separate Dwellings are to be erected;

NOW, THEREFORE, the undersigned, TOWER INVESTMENTS INC., in order to protect each and every purchaser, his successors and assigns, of any lot or parcel thereof of said premises, the following easements on building structures and party walls located on any Dwelling on said premises, are hereby created, to-wit:

1. The said dividing walls shall be party walls between the adjoining Dwellings erected on said premises.

2. The cost of maintaining each party wall shall be born equally by the owners of either side of said wall.

3. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. In conformity therewith, each party shall maintain such homeowners insurance as is necessary to effectively cover the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay its share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair of the replacement cost.

4. Either party shall have the right to break through the party wall for the purpose of repairing or restoring sewage, water or utilities, subject to the obligations to restore said wall to the previous structural condition at his own expense.

5. In the event of the destruction of any multiple dwelling unit or any portion thereof, the Dwellings so destroyed shall be restored at the joint of the party wall according to a uniform architectural plan and finish.

6. Neither party shall alter or change any party wall in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said division wall shall have perpetual easement in that part of the premises of the other upon which said party wall is located for party wall purposes.

7. The easements hereby created are and shall be perpetual and construed as covenants running with the land, and each and every person accepting a deed to any lot or portion thereof in said multiple unit, shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot or portion thereof, shall thereby consent and agree to be bound by the covenants herein contained, to the same extent as though he had signed this instrument. The undersigned in executing and delivering deeds to said lots, shall insert in said conveyances by reference, that the same were made subject to the terms, conditions, reservations, and covenants herein contained as a named book and page of the record to which this instrument and any attached plat are recorded.

8. The expense of maintaining and repairing and replacing roofs shall be proportionately shared by the owners of the adjoining Dwellings, according to the relative cost thereof.

TOWNSHIP

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IN WITNESS WHEREOF, the undersigned has executed this instrument on this 11th day of June, 1986.

John J. Maloney  
JOHN J. MALONEY, President

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of TOWER INVESTMENTS, INC., a Nebraska Corporation; and that the foregoing Agreement was duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of June, 1986.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 11th day of June, 1986.

R. Lee Richardson  
SECRETARY

STATE OF NEBRASKA )  
  ) SS.  
COUNTY OF DOUGLAS )

On this 11th day of June, 1986, before me, the undersigned, a Notary Public in and for said County, personally came JOHN J. MALONEY, President of TOWER INVESTMENTS, INC., to me personally known to be the President, and the identical person whose name is affixed to the above and foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.

IN WITNESS WHEREOF  
I have hereunto set my hand and  
notarial seal at the City and County  
aforesaid, this 11th day of June, 1986.

Thomas M. [Signature]  
NOTARY PUBLIC

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RECEIVED  
1986 JUN 17 AM 9:30  
GEORGE J. FUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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