



MISC 2014017796



MAR 11 2014 13:15 P 7

Fee amount: 46.00  
FB: 55-00251  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/11/2014 13:15:32.00



2014017796

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THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

## MAINTENANCE AGREEMENT

Legal Description: See Exhibit "A" and Exhibit "B"

After recording return to:

Prestige Title & Escrow Co.  
Recording Desk  
11506 Nicholas St., Ste. #101  
Omaha, NE 68154

File #:P141006TE

## MAINTENANCE AGREEMENT

THE STATE OF NEBRASKA

COUNTY OF DOUGLAS

A. LFS/AK, LLC owns real property located in the City of Omaha, County of Douglas, State of Nebraska, as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel 1").

B. MID O, LP owns the real property located in the City of Omaha, County of Douglas, State of Nebraska, as described in Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel 2").

WHEREAS, both of the entities above shall construct building structures separated by two walls which abut as defined herein; and

WHEREAS, in order to maintain a high quality, while insuring a consistent, harmonious character to such properties and the preservation of their development suitability to each owner of their facilities, it is deemed desirable for each party to maintain such walls.

WHEREAS, each owner shall further construct access to each building by constructing entrances shown on Exhibit "C".

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above referenced Parties do hereby adopt and prescribe the following covenants and restrictions which should be and are hereby impressed upon and henceforth will run with the land, to wit:

1. "Wall" shall mean and refer to each wall between each adjoining dwelling unit.
2. The cost of maintaining each Wall and each Entrance shall be borne by the Owners of its own building on either side of said Wall.
3. In the event of damage or destruction to either, shared monolithis slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at ten percent (10%) per annum allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.
4. Neither owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each

adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.


5. Each owner shall maintain the roof over his dwelling unit in good condition and in such manner so as not to damage other portion of the building. Each owner shall share equally in the costs to repair or maintain the roof over the Wall or due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the owners.
6. If any monolithis slab repairs are required, the entire monolithis foundation must be involved in the repair process. Owners of both properties must cooperate regarding repairs to the slab. Each party shall share equally in any necessary repair.
7. Each party warrants that is has marketable fee simple title to their individual parcel subject to no encumbrances except those of record which will interfere with the other party's use of the parcels, and each party shall defend, indemnify land hold the other harmless from and against all claims, losses, liabilities and expenses incurred as a result of the breach of the foregoing warranty.
8. Each party shall provide a non-disturbance agreement in form and content reasonably acceptable to the other from any holder of a mortgage or other encumbrance affecting the parcels.
9. In the event that either party brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action.
10. Each owner shall at all times allow access from each of the entrances into each building.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which remain in full force and effect.


EXECUTED AT to be effective March 11, 2014.

LFS/AK, LLC, a Nebraska limited  
Liability company

By:   
Steven Held, Manager

MID O, L.P., a Nebraska limited  
partnership

By: HDA, LLC, a Nebraska limited  
liability company  
General Partner

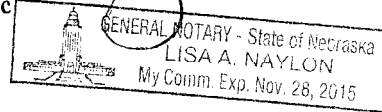
By:   
Ted Lowndes, Manager

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF DOUGLAS     )

This instrument was acknowledged before me on the 4<sup>th</sup> day of March, 2014, by Steven Held.  
Manager, LFS/AK, LLC, a Nebraska limited liability company

Lisa A. Naylon  
Notary Public

My Commission expires: 11-28-15



STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF DOUGLAS     )

This instrument was acknowledged before me on the 4<sup>th</sup> day of March, 2014, by Ted Lowndes.  
Manager, HDA, LLC, a Nebraska limited liability company, General Partner of  
MID O, L.P., a Nebraska limited partnership

Lisa A. Naylon  
Notary Public

My Commission expires: 11-28-15

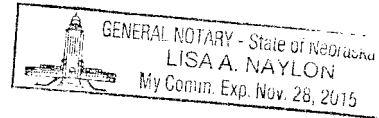


Exhibit "A"

Lots Two (2) and Three (3), in AKSARBEN CENTER REPLAT 3, an Addition to the City of Omaha, in Douglas County, Nebraska

Exhibit "B"

Lot One (1), in AKSARBEN CENTER REPLAT 3, an Addition to the City of Omaha, in Douglas  
County, Nebraska

Exhibit "C"

