

DECLARATION OF PARTY WALL  
AND COMMON MAINTENANCE

The following declaration is made this 1st day of November, 1983 by H & H Acres, Inc., a Nebraska corporation, fee owner of the following described real estate, to-wit:

Lots 19, 20, 21, 22 and 23, all in Candlewood II, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska; and

the undersigned is, or intends to, construct, on each of the above-referenced lots, residential housing containing two separate family living units under a common roof separated by a common wall and, in connection therewith, the undersigned intends to split each of the above-referenced lots and sell each one-half lot as a separate parcel such that each parcel shall include one-half of a lot, one-half of the structure constructed thereon and party wall rights and obligations related to the common wall which wall shall exist on the line splitting each lot.

It is hereby declared that the above-referenced common wall shall be a party wall and that the respective rights and responsibilities of subsequent lot or one-half lot owners with respect to said wall and certain exterior maintenance requirements shall be as set forth below and that this declaration and the rights and responsibilities outlined below are to run with the land and shall be binding on all present and future owners of the above-referenced real estate.

Notwithstanding the foregoing, it is specifically provided, however, that the rights and responsibilities provided herein shall be binding as between the owners of the two halves of each of the above-referenced lots and that in the event that the owners of the two halves of any of the above-referenced lots wishes to amend or alter this declaration, it shall not be necessary to obtain the consent of the owners of the remaining lots for the reason that the common wall is located on the lot split and there is no common area between the above-referenced lots.

1. The wall existing between the split halves of each of the above-referenced lots shall be a party wall and the owners shall have the right to use it jointly.

2. If it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the owners, or by their heirs and assigns. Any repairing or rebuilding of the wall shall be on the same location, and of the same size as the original wall or portion therein and of the same or similar material of the same quality of that used in the original wall or portion thereof.

3. Neither owner shall, without the prior written consent of the other, damage or destroy the wall, or do anything to the wall which would result in the impairment of its usefulness as it now exists to either owner.

4. It is understood that because the roof and certain exterior walls are continuous between the two lot halves, it may, at certain times, be difficult if not impossible to re-

pair a portion thereof without damaging or encroaching upon the portion of the roof or exterior wall which is a part of the other lot half. The owners agree to cooperate in connection such required repairs and grant each other a limited easement for the purpose of accomplishing such repairs and for no other purpose. Any such repairs to the roof or exterior walls shall be accomplished with the same or similar materials of the same quality as that used in the original roof, exterior wall or portion thereof.

5. Notwithstanding the foregoing, in the event that damage or destruction is caused by the actual negligence or fault of one of the owners, then that owner shall have the ultimate responsibility of paying for the repairs of restoration.

6. Any controversy that may arise between the owners of the two halves of each lot with respect to the necessity for, or cost of, repairs or with respect to any other rights or liabilities of the owners under this declaration shall be submitted to the decision of three arbitrators, one to be chosen by each of the owners and the third by the two arbitrators so chosen. The award of a majority of such arbitrators shall be final and conclusive on the parties.

Executed this 1st day of November, 1983.

H & H ACRES, INC.  
A Nebraska Corporation

By: [Signature]  
President

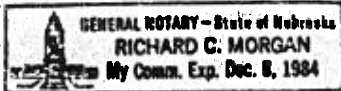
ATTEST:

[Signature: Richard C. Morgan]

STATE OF NEBRASKA )  
                          )     ss.  
COUNTY OF DOUGLAS )

On this 1st day of November, 1983, before me, the undersigned, a Notary Public in and for said county, personally came David R. Paik, President of H & H ACRES, INC., a corporation, to me known to be the President and identical person whose name is affixed to the foregoing instrument and he 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 seal of said corporation was thereto affixed by its authority.

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



[Signature: Richard C. Morgan]  
Notary Public

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NOV 1 - NOV 8 1983  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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