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PARTY WALL and EXTERIOR BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT enter	ed into this 26	day of August	1980,
by and between Donald F.	Haas (hereinaft	er referred to a	as "First
Party") and KNOLLWOOD, INC	·(hereinafter ref	ferred to as "Sec	cond Party")

WHEREAS, First Party is the owner of a certain parcel of land located in The Knolls Addition, a Subdivision in Douglas County, described a Tract "A" The Westerly 39.00 feet of Lot 22, Knollwood,

WHEREAS, there is presently existing on First Parties property a residence, the <u>Party</u> wall of which (hereinafter referred to as "The Wall") is located on the <u>East</u> boundry of "First Parties" property and may encroach to some slight degree upon the property of "Second Parties", and

WHEREAS, the wall is presently being used in common by "Second Partics as a part of their residence located adjacent to "First Parties" residence on the West_end.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the said parties, for themselves and their respective heirs, executors, administrators, and assigns, covenant and agree to and with each other as follows:

- 1. Neither party will, 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 party.
- 2. That in the event it shall ever become necessary to repair or rebuild the wall, either party shall have the right to cause same to be done, in the same location in which the wall now stands, the cost thereot to be shared and paid by both parties in the proportion in which the wall is used by them respectively, except in the event that damage or destruction is caused by the actual negligence or fault of one of the parties, then that party shall have the ultimate responsibility of paying for the repairs or restoration.
- 3. When it becomes necessary to repaint the exterior of this building, the following conditions shall be agreed to in writing:
 - ---Selection of paint type and color shall be the same for the whole exterior surface.
 - --- Trim and base colors will be applied as to insure a compatible look for both parties. (Labor and Material to be applied within the same thirty(30) day period)

BOOK 658 PAGE 535

--- Cost of labor and material shall be assessed to each party as it pertains to their unit.

--- If the above cannot be agreed upon, the exterior of this building shall be painted with two(2) coats of a latex acrylic paint (equal to Iowa Paint Co. #3500) within a period no longer than sixty(60) calenda months between applications with the same color(or colors) originally existing. (Cost to be proportioned equally to each party.)

NOTE: Date of OriginalPaint Application August 19, 1981

4. It is mutually agreed that this agreement shall be perpetual and construed as a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed the day and year above written.

> DONĀĪDĒ, HAAS Second Party/

STATE OF NEBRASKA) SS COUNTY OF DOUGLAS)

KNOLLWOOD, INC. Samuel T. Caniglia, V. Pres.

Before me a notary public qualified for said county, personally came DONALD F. HAAS known to me to be the identical person who signe: the foregoing instrument and acknowledged the executing thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on this 26 day of any

Notary Public

STATE OF NEBRASKA) COUNTY OF DOUGLAS

Before me a notary public qualified for said county, personally came SAMUEL T. CANIGLIA, V. PRES, known to me to be the identical person who signed the foregoing instrument and acknowledged the executing thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on this 26 day of August 1980.

GENERAL HOTASY-Class of Bobnesia
SHIRLEY A. CACILLOLA
SHIRLEY A. CACILLOLA
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My Comm. Exp. May 10, 1985)

My Comm. Exp. May 10, 1985

RECEIVED 1981 SEP -1 PH 2: 34 C. HAROLD OSTLER REGISTER OF DEEDS DOUGLAS COUNTY, NEBR.