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2005 MAY 23 P 4: 01
LANCASTER COUNTY, NE

INST. NO 2005

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ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT is created this 18 day of May, 2005 by Northern Lights Townhomes, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Grantor")

WITNESS:

WHEREAS, Grantor is the developer of Townhome dwellings on real estate legally described as follows: to wit:

Lots 1-56, Block 1; Lots 1-4, Block 2; Lots 1-28, Block 3; Lots 1-28, Block 4; Lots 1-12, Block 5; Lots 1-28, Block 6; Northern Lights Townhomes Addition, Lincoln, Lancaster County, Nebraska; (the "Townhome Lots"); and

WHEREAS, Grantor is currently the Owner of Outlot "A", Northern Lights Townhomes Addition, Lincoln, Lancaster County, Nebraska (the "Outlot") which surrounds the Townhome Lots and is designated as non-buildable open space & parking on the Final Plat of Northern Lights Townhomes Addition, which is attached hereto as Exhibit "A", and incorporated herein by this reference; and

WHEREAS, included with the Outlot, and more specifically described on Exhibit "A" are common area improvements including, but not limited to sidewalks, landscaping, lawn area, playground, walking paths, including private streets described as: **Sawyer Court; Sawyer Street; Sawyer Place; Egan Drive; Connor Street; Connor Place; Oshel Ave.; and Northern Lights Drive** (collectively referred to as the "Common Areas"); for the use, enjoyment and benefit of the record titleholder of a fee interest in any Townhome Lot;

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including ingress and egress to the Townhome Lots across the Private Streets designated above; and,

WHEREAS, the Grantor has previously created and subjected the Townhome Lots and Outlot to Covenants and Restrictions, that are on file with the Register of Deeds of Lancaster County, Nebraska at Inst. No. 2004-037954 (the "**Covenants**") which provide in part:

- a. That every person or entity who becomes a record titleholder of a fee interest in any Townhome Lot, which is subject to the terms of the Covenants, shall be a member of the Northern Lights Townhome Association (the "**Association**") and agrees to be bound by the provisions of the Covenants.
- b. That the Outlot, including Commons Areas, shall be used and enjoyed by all Members of the Association, which shall consist of all owners of Townhome Lots, and shall be subject to reasonable rules and regulation approved by the Board of Directors of the Association, including the private Commons Areas. That each member of the Association, by accepting a deed of conveyance of a Townhome Lot and because of membership in the Association, agrees and covenants to provide for the care, repair, maintenance and replacement of the Common Areas. That such covenant shall be satisfied through the payment of annual and special assessments as provided for in the Covenants.

WHEREAS, the Grantor desires to create an Agreement providing for the continued care, repair, maintenance and replacement of the Common Areas for the use and benefit of all owners of Townhome Lots.

IT IS THEREFORE AGREED that Grantor, their successors and assigns, hereby create this Maintenance Agreement for the specific purpose of creating a permanent agreement for the continuing care, repair, maintenance and replacement of the Commons Areas, including private streets as follows:

- A. That until such time as the Grantor conveys the Outlot to Northern Lights Townhome Association, the Grantor shall be responsible to the care, repair, maintenance and replacement of the Common Areas;
- B. That at such time the Outlot is conveyed to the Association, the responsibility for the care, repair,

maintenance and replacement of the Common Areas shall the responsibility of the Association.

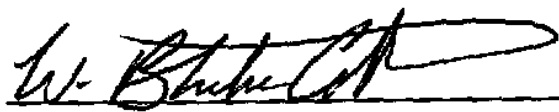
C. That the care, repair, maintenance and replacement of the Common Areas shall at all times be paid for by annual and special assessments as provided for in the Covenants.

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD that the rights and privileges created herein shall run with the land and shall be binding on the Grantor, together with their successors and assigns, and this Agreement shall be recorded with the Register of Deeds of Lancaster County, Nebraska.

IN WITNESS WHEREOF, we have set our hands this 18 day of May, 2005.

Northern Lights Townhomes, L.L.C.

A Nebraska limited liability company, Grantor

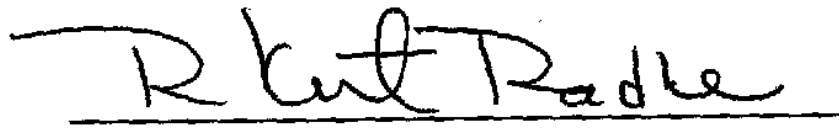


W. Blake Collingsworth, Manager

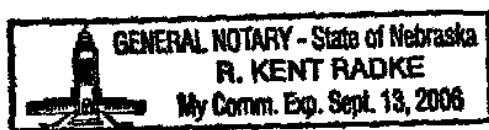
STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 18 day of May, 2005 before me, the undersigned Notary Public in and for said state and county, personally appeared W. Blake Collingworth, manager of Northern Lights Townhomes, L.L.C., a Nebraska limited liability company, Grantor, to me known to be the identical person who signed the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.



Notary Public



**NORTHERN LIGHTS
TOWNHOMES ADDITION**
FINAL PLAN
BASED ON COMMUNITY UNIT PLANS/SPECIAL PERMIT #1598A

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**NORTHERN
TOWNHOMES**
FINAL PLAN
BASED ON COMMUNITY UNIT PLAN

