

3541

DECLARATION OF AGREEMENT

COVENANTS AND EASEMENTS

This Declaration made this 22<sup>nd</sup> day of February, 1972, by PETERSON CONSTRUCTION COMPANY, a Nebraska Corporation, hereinafter called "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of real estate in Lincoln, Lancaster County, Nebraska described as follows:

Lots 7,8,9,10,11 and 12

all in Southwood, Second Addition, in the City of Lincoln, Lancaster County, Nebraska,

WHEREAS, there is now constructed or under construction, or plans have been formulated for the construction of a single structure situated upon all of said lots with common walls and roof and serviced by common drives, common fences and similar improvements but with separate living units upon each said lot which separate living units are designed to be sold, conveyed, owned and used by separate owners exclusively for residential purposes, and

WHEREAS, said single structure is constructed, planned and designed to have certain common building drains, common water systems and elements, common sewer systems and elements, common utility lines and elements, and perhaps certain other common systems and elements serving the various lots and separate living units, and

WHEREAS, it is desired that provision be made for the inspection, construction, reconstruction, building, rebuilding, repairing, replacing, restoring, servicing and maintaining of the common roof, common walls, common drives, common fences, similar improvements, common building drains, common water systems and elements, common sewer systems and elements, common utility lines and elements, and other common systems and elements serving the various lots and separate living units as among the present and future owners of all said lots, and

WHEREAS, it is desired to provide for the architectural harmony and continuity of said single structure situated upon all said lots and of all improvements made upon any or all said lots after completion of the initial construction, and

WHEREAS, it is desired to provide in favor of each present and future owner or owners all necessary easements, rights of entry and repair or any and all other rights necessary to carry out the terms of this Declaration now and in the future, and

WHEREAS, for the purpose of enhancing and protecting the usability, value, desirability and attractiveness of said single structure, lots and improvements thereon, it is desired that all terms and conditions of this Declaration be and continue to be binding upon all present and future titleholders and owners of all or any part of said single structure and/or lot or lots and/or improvements upon all or any part of the above-described real estate and his, her or their executors, administrators, heirs, grantees, successors, assigns or personal representatives, and it is desired that all sales or conveyances past, present or future of all or any part of said single structure, lot or lots or improvements thereon be made subject to the terms and conditions of this Declaration.

NOW THEREFORE, it is understood and agreed that the following restrictions, covenants, terms and conditions shall be applicable

to all the lots and real property above described as well as all structures and improvements thereon now and in the future and that such restrictions, covenants, terms and conditions shall run with the land and shall be fully binding upon all present and future owners and titleholders of all or any part of the above-described lots and real property as well as all structures and improvements thereon and fully binding upon executors, administrators, heirs, grantees, successors, assigns or personal representatives of said owners and titleholders. It is further understood and agreed that the following said restrictions, covenants, terms and conditions shall be perpetual unless modified, amended, or repealed by all owners and titleholders of record, and, each and every buyer and/or grantee of all or any part of the lots and real property above described shall take title to same subject to said restrictions, covenants, terms and conditions of this instrument and by acceptance of a deed of conveyance or a contract interest in and to all or any part of said lots and real property said buyer and/or grantee shall signify his, her or its acceptance and ratification of said restrictions, covenants, terms and conditions to the same extent as though he, she or it had signed this instrument.

SECTION 1. The term "owner" or "titleholder" in this instrument shall mean and refer to the record owner or owners, whether one or more persons, partnerships, corporations, associations or other legal entities, of all or any part of any lot above described, including contract buyers and sellers of record, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. The term "lot" in this instrument shall mean and refer to one of the lots above described and the term "real property" shall mean and refer to all of the lots collectively above described.

SECTION 3. The term "buyer" or "grantee" in this instrument shall mean and refer to any person, partnership, corporation, association or other legal entity who becomes an "owner" or "titleholder" as above described whether by deed, contract, court order or other legal method of transfer of title or a title interest.

SECTION 4. Each wall which is built as part of the original construction of the single structure situated upon the "real property" and placed on the dividing line between the "lots" shall constitute a party wall and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damaged due to negligence or willful acts or omissions shall apply.

The reasonable cost of repair, maintenance and rebuild of a party wall shall be shared by the "owners" who make use of the wall in proportion to such use.

In the event of deterioration, damage or destruction of a party wall from any cause, other than the negligence of any "owner" thereof, "owners" shall, at joint expense, maintain, repair and rebuild said wall, and each "owner", his grantees, successors and assigns, shall have the right to the full use of said wall so maintained, repaired or rebuilt. If any "owner's" negligence shall cause damage to or destruction of said wall, such negligent "owner" shall bear the entire cost of repair or reconstruction. If any "owner" shall neglect or refuse to approve reasonably needed maintenance, repair or reconstruction or to pay his share, or all of said cost in case of negligence, the other "owner" or "owners" by majority vote may have such wall maintained, repaired or restored and shall be entitled to have a mechanic's lien on the premises of the "owner" so failing to pay, for the amount of such default in "owner's" share of maintenance, repair or replacement cost. Such cost shall be in proportion to

the use of said party wall, without prejudice, however, to the right of any such "owner" to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any "owner" to contribution from any other "owner" or "owners" under this section shall be appurtenant to the land and shall pass to such "owner's" successors in title.

All construction, reconstruction, repair, service and maintenance of a party wall under this section shall be subject to the architectural control of the "owners" as hereinafter provided.

No "owner" shall alter or change the design or method of construction of a party wall in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each "owner" with an interest in said party wall shall have a perpetual easement in that part of the premises of the other "owner" on which said party wall is located, for party wall purposes, including the right to expose said party wall so that work thereon may be accomplished, provided, however, that upon completion of such work the structure or structures shall be restored to its or their original condition insofar as possible. The easements hereby created include but are not limited to the right to enter "owner's" premises for the purposes stated and are and shall be perpetual and construed as covenants running with the land.

In the event that any "owner" or "owners" using all or part of any party wall shall fail or refuse to construct, reconstruct, repair, respore or maintain any party wall on the "real property" or agree to same, as necessary or required, any other "owner" using all or part of said party wall may, at his, her or its option, determine the need for such construction, reconstruction, repair, maintenance, restoration, servicing or replacement and give all "owners" using all or part of said party wall written notice of said "owner's" intent to make such construction, reconstruction, repair, restoration, service, maintenance and replacement. Upon the elapse of ten (10) days after the mailing of such written notice by said "owner", any agent, employee or contractor employed by or designated by said "owner" may enter upon any and all "lots" necessary for the purpose of making such construction, reconstruction, repair, restoration, servicing and maintenance unless the "owners" of a majority of "lots" using all or any part of said party wall shall have indicated in writing their objections to said work being accomplished. The cost of said construction, reconstruction, repair, restoration, servicing and maintenance as made by said "owner" or "owners" or any agent, employee or contractor employed by or designated by said "owner" or "owners" shall be shared by the "owners" of each "lot" in proportion to the use of said party wall by each. Said "owner" or "owners" shall be entitled to a mechanic's lien on the premises of the other "owner" or "owners" in the event that said "owner" or "owners" shall fail to pay their share of said construction, reconstruction, repair, restoration, servicing and maintenance.

In the event of dispute among the owners as to the necessity or cost of maintenance, repair or reconstruction of a party wall which dispute cannot be decided by majority vote of said "owners", the issue shall be presented to the Board of Directors of Southwood Townhouse Association, Inc., a Nebraska non-profit corporation for arbitration and decision, subject, however, to any legal rights of any party to appeal said decision to a court of competent jurisdiction. The cost of said arbitration shall be set by said Board of Directors and paid equally by all "owners" involved in the dispute. In the event that a majority of "owners" using all or any part of a party wall shall unreasonably refuse in writing to agree to the accomplishment of

necessary construction, reconstruction, repair, restoration, service, maintenance or replacement, any "owner" may seek an order of any court of competent jurisdiction directing or allowing said work to be accomplished and the "owner" or "owners" so unreasonably refusing shall be liable to all other "owners" for the cost of said action, if said order is entered, and shall further be liable for all damages, direct and consequential, caused by said unreasonable refusal.

SECTION 5. Each "owner" shall construct, reconstruct, restore, repair, maintain and service the roof over and above his, her or its separate living unit and the exterior walls of his, her or its separate living unit as built and existing upon each "lot" of the "real property". In the event of the need for construction, reconstruction, restoration, repair, maintenance or service on or to all or part of an exterior wall or of a roof which involves two or more said living units, the "owners" affected shall, at joint expense, construct, reconstruct, restore, repair, maintain and service said affected roof and/or exterior wall. If any "owner" shall neglect or refuse to participate in or approve said work or to pay his share, or all of said cost in case of negligence, the other "owner" or "owners" using all or any part of said affected roof or exterior walls may by a majority vote have said roof and/or exterior wall constructed, reconstructed, restored, repaired, maintained and serviced and shall be entitled to a mechanic's lien on the premises of the "owner" so failing to pay for the amount of such "owners" share of construction, reconstruction, repair, maintenance, service or restoration cost. Such a cost shall be in proportion to the use of said affected roof and/or exterior wall by each "owner", without prejudice, however, to the right of any "owner" to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any "owner" to contribution from any other "owner" or "owners" under this section shall be appurtenant to the land and shall pass to such "owner's" successors in title.

All construction, reconstruction, repair, service, maintenance and restoration of an affected roof and/or exterior wall under this section shall be subject to the architectural control of the "owners" as hereinafter provided.

No "owner" shall alter or change the location, design or method of construction of a roof or exterior wall in any manner, and each "owner" with an interest in said roof or exterior wall shall have a perpetual easement in that part of the premises of any other "owner" necessary for the purpose of construction, reconstruction, repair, restoration, service or maintenance of said roof and/or exterior wall. The easements hereby created include but are not limited to the right to enter upon other "owners" premises for the purposes stated and are and shall be perpetual and construed as covenants running with the land.

.In the event that any "owner" or "owners" using all or any part of said affected roof or exterior wall shall fail or refuse to construct, reconstruct, repair, restore, service or maintain all or any part of the roof and/or exterior wall on any "lot" on the "real property", or agree to same, as necessary or required, any other "owner", at his, her or its option, may determine the need for said construction, reconstruction, repair, restoration, service or maintenance and give all "owners" with an interest therein written notice of "owners" intent to make such construction, reconstruction, repair, restoration, service and maintenance. Upon the elapse of ten (10) days after the mailing of such written notice by "owner", any agent, employee or contractor employed by or designated by "owner" may enter upon any and all "lots" necessary for the purpose of making such

241  
construction, reconstruction, repair, restoration, service and maintenance unless the "owners" of a majority of "lots" using all or any part of said affected roof or exterior wall shall have indicated in writing their objection to said work being accomplished. The cost of such construction, reconstruction, repair, restoration, service and maintenance as made "owner" or "owners" or any agent, employee, or contractor employed by or designated said "owner" or "owners" shall be shared by the "owners" of each "lot" in proportion to the use of said affected roof and/or exterior wall by each. The "owner" or "owners" or any agent, employee or contractor employed by or designated by said "owner" or "owners" shall be entitled to a mechanic's lien upon the premises of the "owner" or "owners" in the event that said "owner" or "owners" shall fail to pay his, her or its share of the amount of said construction, reconstruction, repair, restoration, service and maintenance.

In the event of dispute among the "owners" as to the necessity or cost of maintenance, repair or reconstruction of affected roof and/or exterior wall which dispute cannot be decided by majority vote of said "owners", the issue shall be presented to the Board of Directors of Southwood Townhouse Association, Inc., a Nebraska nonprofit corporation for arbitration and decision, subject, however, to any legal rights of any party to appeal said decision to a court of competent jurisdiction. The cost of said arbitration shall be set by said Board of Directors and paid equally by all "owners" involved in the dispute. In the event that a majority of "owners" using all or any part of affected roof and/or exterior wall shall unreasonably refuse in writing to agree to the accomplishment of necessary construction, reconstruction, repair, restoration, service, maintenance or replacement, any "owner" may seek an order of any court of competent jurisdiction directing or allowing said work to be accomplished and the "owner" or "owners" so unreasonably refusing shall be liable to all other "owners" for the cost of said action, if said order is entered, and shall further be liable for all damages, direct and consequential, caused by said unreasonable refusal.

SECTION 6. The structure which is completed, being completed or planned and designed shall have certain common building drains, common sewer systems and elements, common water systems and elements, common electrical systems and elements and other common utility systems and elements serving the various "lots", and separate living units. Each "owner" or "owners" of each separate "lot" shall make those repairs and carry out that routine maintenance which is related solely to his, her or its separate living unit: w-o-wit, leaking faucets, plugged drains, faulty interior switches and etc. Otherwise the responsibility for the construction, reconstruction, repair, restoration, service and maintenance of said common building drains, common sewer service and elements, common water systems and elements, common electrical service and elements, common utility service or elements on any part of the property shall be the joint and several obligation of all of the "owners" of said "lots". A majority of "owners" of "lots" may take the initiative in causing said work to be accomplished.

For the purpose of this section, common building drains, common sewer systems and elements, common water systems and elements, common electrical systems and elements and other common utility systems and elements shall be construed as any part of the drain, sewer, water, electrical or utility systems or elements thereof of the structure erected or to be erected upon said "lots" which serves two or more "lots" or the separate living units thereon.

Each "owner" or "owners" of each separate "lot" and/or living unit, shall have a perpetual easement in that part of the premises of any other "owner" or "owners" necessary for the free and unobstructed access to and from all of the "lots" and/or living units described herein and all parts of the building structure or structures thereon for the purpose of construction, reconstruction, maintenance, repair, restoration, service and replacement of the common drains, common sewer systems and elements, common water systems and elements, common electrical systems and elements and other common

3041

utility systems and elements so that work thereon may be accomplished; provided, however, that upon completion of such work the structure or structures shall be restored to its or their original condition insofar as may be done. Such easement shall be construed as a covenant running with the land.

The cost and expense of all construction, reconstruction, maintenance, repair, restoration, servicing and replacement of said common drains and common systems and elements, including restoration of the structure, shall be borne equally by the "owner" or "owners" of each separate "lot" on said "real property" irrespective of the location of that part of the common drain and/or other common systems or elements thereof requiring such construction, reconstruction, maintenance, repair, restoration, servicing and replacement.

In the event that any "owner" or "owners" fail or refuse to construct, reconstruct, maintain, repair, restore or service and replace any of the common drains and/or common systems or elements thereof or agree to same, as necessary or required, any "owner" may, at his, her or its option, determine the need for said construction, reconstruction, maintenance, repair, restoration, service and replacement of the common drain and/or common systems or elements thereof, and give all "owners" written notice of "owners" intent to make such construction, reconstruction, maintenance, repair, restoration, servicing and replacement. Upon the elapse of ten (10) days after the mailing of such written notice by "owner", any agent, employee or contractor employed by or designated by "owner" may enter upon any and all necessary "lots" and/or structures for the purpose of making such construction, reconstruction, repair, restoration, servicing and maintenance unless the "owners" of a majority of "lots" using all or any part of said common drain or common system or elements thereof shall have indicated in writing their objection to said work being accomplished. The cost of said construction, reconstruction, repair, restoration, servicing and maintenance as made by "owner" or any agent, employee or contractor employed by or designated by "owner" shall be shared equally by the "owners" of all "lots" in any way served by said common drain and/or common system or elements thereof. The "owner" or any agent, employee or contractor employed by or designated by "owner" shall be entitled to a mechanic's lien on the premises of the other "owner" or "owners" in the event that said "owner" or "owners" shall fail to pay their share of the amount of said construction, reconstruction, repair, restoration, servicing and maintenance.

In the event of dispute among the "owners" as to the necessity or cost of maintenance, repair or reconstruction of common drains, common systems or elements thereof which dispute cannot be decided by majority vote of said "owners", the issue shall be presented to the Board of Directors of Southwood Townhouse Association, Inc., a Nebraska nonprofit corporation for arbitration and decision, subject, however, to any legal rights of any party to appeal said decision to a court of competent jurisdiction. The cost of said arbitration shall be set by said Board of Directors and paid equally by all "owners" involved in the dispute. In the event that a majority of "owners" using all or any part of common drains, common systems or elements thereof shall unreasonably refuse in writing to agree to the accomplishment of necessary construction, reconstruction, repair, restoration, service, maintenance or replacement, any "owner" may seek an order of any court of competent jurisdiction directing or allowing said work to be accomplished and the "owner" or "owners" so unreasonably refusing shall be liable to all other "owners" for the cost of said action, if said order is entered, and shall further be liable for all damages, direct and consequential, caused by said unreasonable refusal.

SECTION 7. Certain of the separate living units on various

304

"lots" of the "real property" shall be serviced by a joint driveway or driveways. Each "owner" or "owners" whose living units are serviced by said joint driveway or driveways shall have a perpetual right of way and easement over, along and across the real estate constituting and beneath said joint driveway or driveways.

The joint driveway or driveways or easement or easements thus created shall be for the joint use of the "owner" and/or "owners" whose living units are serviced by said joint driveway or driveways and their heirs, administrators, executors, successors and assigns, for joint driveway purpose for pleasure vehicles and trucks of not over 2 ton capacity. Neither "owner" or "owners", their heirs, executors, administrators, successors or assigns, shall so use or leave any vehicle, or anything else on said driveway or driveways so as to prevent the free and uninterrupted use of said driveway or driveways by the other "owner" or "owners" for the purpose for which the joint driveways or driveway easements are or were created.

Each of the "owners", their heirs, executors, administrators, successors or assigns, shall bear their proportionate share of the cost of maintaining said driveway or driveways based upon the number of living units served. Such driveway or driveways shall be maintained in a reasonably good condition, and such cost of maintenance shall include construction, reconstruction, repair, or restoration when reasonably necessary. Notwithstanding the above provisions, either "owner" causing damage to said joint driveway through negligence on the part of the "owner" themselves or others for them or on their behalf shall be wholly responsible for such damage resulting from any such negligence.

Any of the "owners", their heirs, executors, administrators, successors or assigns shall have the right to do such work on said joint driveway or driveways and make construction, repairs, maintenance, reconstruction or restoration thereon as is reasonable and necessary to maintain said joint driveway or driveways in a reasonable condition, and upon the completion of such construction, repairs, reconstruction, restoration or maintenance, the "owners" making such repairs shall be entitled to recover from the other "owners" their proportionate share of the cost thereof.

In the event that any "owner" or "owners" fail or refuse to construct, reconstruct, repair, restore or maintain any joint driveway on the "real property" or agree to same, the other "owner" or "owners" at his, her or its option, may determine the need for such construction, reconstruction, repair, maintenance, restoration or replacement and give all interested "owners" written notice of "owners" intent to make such construction, reconstruction, repair, restoration and maintenance. Upon elapse of ten (10) days after the mailing of said written notice by "owner", any agent, employee or contractor employed by or designated by "owner" may enter upon any and all "lots" or "parcels" for the purpose of making such construction, reconstruction, repair, restoration and maintenance unless the "owners" of a majority of "lots" using all or part of said joint driveway shall have indicated in writing their objection to said work being accomplished. The cost of said construction, reconstruction, repair, restoration and maintenance as made by "owner" or any agent, employee or contractor employed by or designated by "owner" shall be shared by the "owners" of each "lot" and "parcel" in proportion to the use of said joint driveway by each. The "owner" or any agent, employee or contractor employed by or designated by "owner" shall be entitled to a mechanic's lien on the premises of the "owner" or "owners" in the event that said "owner" or "owners" shall fail to pay the amount of said construction, reconstruction, repair, restoration and maintenance.

3041

In the event of dispute among the "owners" as to the necessity or cost of maintenance, repair, or reconstruction of a joint driveway which dispute cannot be decided by majority vote of said "owners", the issue shall be presented to the Board of Directors of Southwood Townhouse Association, Inc., a Nebraska nonprofit corporation for arbitration and decision, subject, however, to any legal rights of any party to appeal said decision to a court of competent jurisdiction. The cost of said arbitration shall be set by said Board of Directors and paid equally by all "owners" involved in the dispute. In the event that a majority of "owners" using all or any part of a joint driveway shall unreasonably refuse in writing to agree to the accomplishment of necessary construction, reconstruction, repair, restoration, service, maintenance or replacement, any "owner" may seek an order of any court of competent jurisdiction directing or allowing said work to be accomplished and the "owner" or "owners" so unreasonably refusing shall be liable to all other "owners" for the cost of said action, if said order is entered, and shall further be liable for all damages, direct and consequential, caused by said unreasonable refusal.

The provisions of this section, including the easement for joint driveway and easement and right to enter upon and construct, reconstruct, repair, restore and maintain said joint driveway or driveways shall be for the benefit of each "owner" or "owners" and shall be perpetual and shall be deemed to be a covenant running with the land and shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors and assigns, so long as any of said above described "lots" or "parcels" be used for private residence purposes, and provided further, however, that these driveway easements and rights to enter upon may be released at any time by appropriate agreement entered into by and between the "owners" of said "lots" being serviced by said joint driveway and duly executed, acknowledged and filed for record in the office of the Register of Deeds of Lancaster County, Nebraska.

SECTION 8. After initial construction by Developer, no building, fence, wall, improvement or other structure shall be commenced, erected or maintained upon the "real property", or any "lot" thereof, nor shall any exterior additions to or architectural changes or alterations be made to any building, fence, wall, improvement or other structure until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall be submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding buildings, structures, fences, walls, improvements and other structures and in relation to the topography of the land by the "owner" or "owners" of a majority of "lots", or by an architectural committee appointed by the "owners". In the event that the "owners", or their designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted, approval will not be required and this section will be deemed to have been fully satisfied. "Owners" and their designated committee shall have full authority to disapprove any such plans and specifications and then, and in that event, such erection, maintenance, additions, changes or alterations contemplated shall not be accomplished.

SECTION 9. Any "owner" shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, easements and charges now or hereafter imposed by the provisions of this Declaration. Failure by any "owner" or "owners" to enforce any covenant or restriction or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.



Any person, persons, partnership, corporation, firm, association or entity which shall succeed to title of any "owner", through foreclosure of a mortgage or other security instrument or through other legal proceedings, shall upon issuance of the official deed to any "lot" become an "owner" and shall succeed to the rights, duties, and liabilities of the previous "owner" or "owners" as herein provided. Conveyance by such person, persons, partnership, corporation, firm, association or other entity shall pass the rights, duties and liabilities to the buyer as herein provided.

As long as any "owner" shall be subject to Federal Housing Authority regulations or be receiving any monies or subsidies therefrom, amendment of this Declaration shall require prior approval of the Federal Housing Authority.

Covenants, conditions and restrictions of this Declaration of Agreement shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by any "owner" or "owners" of any "lot" subject to this Declaration, or by their respective legal representatives, heirs, executors, administrators, grantees, buyers, successors and assigns unless revoked or amended by instruments signed by one hundred percent (100%) of the "lot" "owners". Said instrument must be acknowledged and recorded before it shall be effective.

Invalidation of any one of the covenants, easements, conditions or terms of this Declaration of Agreement by judgment or court order shall in no ways effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Agreement to be duly executed by its proper office this 22nd day of February, 1972.

PETERSON CONSTRUCTION COMPANY, a  
Nebraska corporation - "Developer"

By Ervin E. Peterson  
President

ATTEST: Wayne B. Starnath  
Secretary

STATE OF NEBRASKA )  
                          ) ss.  
LANCASTER COUNTY )

Before me, a notary public qualified in said county, personally came Ervin E. Peterson, President of Peterson Construction Company, a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, 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 its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on this 22nd day of February, 1972.

Ervin W. Bratlage  
Notary Public

LANCASTER COUNTY NEBR.  
Kenneth A. Peterson  
REGISTERED DEEDS

FEB 28 9 44 AM '72

ERVIN W. BRATLAGE  
NUMERICAL INDEX.  
FILED FOR RECORD AS:

INST. NO. 72- 3041

INDEXED 29-503  
MICRO-FILED minid  
GENERAL

72725