

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2004-14972

2004 APR 28 A 10: 25 R

*Glenn G. Downing*  
REGISTER OF DEEDS

COUNTER LM C.E. 11  
VERIFY LM D.F. 11  
PROOF LM  
FEES \$ 112.50  
CHECK# 21608  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CIMARRON WOODS EAST  
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth by Cimarron Woods East, Inc., a Nebraska corporation ("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 381 through 505 inclusive, Cimarron Woods East, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements ("the Covenants"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms:

Contemporaneously with the later of the filing of these Covenants or the filing of the Articles of Incorporation of Cimarron Woods East established pursuant to Article IV hereof, Declarant shall convey Outlots F&G to the City of LaVista, Nebraska ("the Outlots").

*RAK* After recording please return to:  
Robert F. Peterson, Laughlin, Peterson & Lang  
11718 Nicholas Street, #101, Omaha, Nebraska 68154

14972

A

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes except for the Outlots which will be conveyed or dedicated by Declarant, for common or public use or purpose.

2. For a period of ten (10) years after the filing of this Declaration or the date that the Declarant is no longer the owner of any lot or lots, whichever first occurs, no residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, doghouse, stable, treehouse, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, windmill, wind generating equipment, or other external Improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which received the prior approval of Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall be consistent with these Covenants and reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors (which must be earthtone colors), and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

B. Declarant shall review such Plans in relation to the type and exterior of Improvements and construction or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

D. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the value, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by

B

or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. Upon formation of the Association as set forth in Article III below, the Declarant may delegate the design review function to the Association's Design Review Committee. Declarant shall retain the right to terminate any such delegation of function so long as it still is the owner of one or more Lots and the ten (10) year period has not elapsed.

Unless earlier otherwise transferred to the Association, upon the expiration of the aforementioned ten (10) year period or when the Declarant no longer owns any Lots, Declarant's rights set forth above shall be transferred to, and administered by the Association set forth in Article III below. Upon such transfer, the Association shall succeed to all the rights of the Declarant to the extent that wherein the term Declarant is used in this Declaration the term Cimarron Woods East Association shall be substituted therefore.

ARTICLE II  
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

1. Single Family Lots. Lots 381 through 505, inclusive, shall be subject to the following restrictions.

A. The Lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.

B. No dwelling shall be created, altered, placed or permitted to remain on any Lot other than the single family dwellings referred to above, and said dwellings shall conform to the following requirements:

i. Each one story dwelling shall contain no less than 1050 square feet of living area above the basement level and exclusive of garage area on all lots.

ii. Each one and one-half story or two story dwelling shall contain no less than 1350 square feet of total living area above the basement level with a minimum of 800 square feet on the main floor, exclusive of garage area on all lots.

iii. Each split-level or split-entry dwelling shall contain no less than 1050 square feet of living area above the basement level, exclusive of garage area, on all lots.

iv. Each tri-level dwelling shall contain no less than 1200 square feet of living area above the basement level, exclusive of garage area on all lots.

v. All buildings on all lots shall comply with the set back requirements of the

C

Planned Unit Development and Applicable Requirements of the City of LaVista as the same may be amended from time to time.

2. General Restrictions. All dwelling units described above shall comply with the following restrictions.

A. All dwellings shall, as a minimum, have attached, built in, or enclosed, side-by-side two car garages which must contain a minimum area of 400 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

B. For the purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. To be considered ground level the exterior elevation shall not be more than forty (40) inches above the basement floor and at least two (2) walls must be at ground level.

C. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone.

D. No fence shall be constructed, or permitted to be placed in front of the front building line of the main residence erected on each lot. No chain link fences shall be allowed unless covered with vinyl coating. All fence installations shall first be approved by the City of LaVista and a permit issued for such installation. All fencing abutting 96<sup>th</sup> Street shall be of uniform construction and pre-approved by the City of LaVista.

E. No dog runs shall be constructed unless shielded from view of neighboring lots by rear yard privacy fencing not less than six (6) feet in height.

F. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

G. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties unless in the process of loading or unloading its contents.

H. Public concrete sidewalks four feet (4') wide by four inches (4") thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling, or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less

D

than sixteen feet (16') in width; the driveway shall be of concrete or brick.

I. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

J. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of construction commencement on such properties.

K. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

L. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

M. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

N. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding Twenty Four inches (24") by Thirty Six inches (36") in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the development of Giles Corner.

O. All driveways shall be constructed of concrete or brick.

P. No television antenna, or antenna of any kind or nature, except satellite dishes, shall be allowed on the Lots except that if they are inside the dwellings or otherwise completely concealed from view from all other Lots television antennas will be allowed.

Q. One non-metal, detached structure shall be allowed only pursuant to these Covenants and the existing building codes for the applicable governmental subdivision. Plans and approval for same shall be subject to the architectural control provisions of Article I, Paragraph 2 hereof, where applicable. Such detached structures shall be compatible with the dwelling unit in

E

color, decor and dimension. In no event shall construction of such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

ARTICLE III  
EASEMENTS

A perpetual license and easement is hereby granted to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines, an eight foot (8') wide strip of land abutting the rear boundary lines of all lots. A perpetual easement is hereby granted to the City of LaVista, Sarpy County, Nebraska, and Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

ARTICLE IV  
HOMEOWNER'S ASSOCIATION

1. The following definitions shall apply for the purposes of this Article:

A. "Association" shall mean and refer to the Cimarron Woods East Homeowners Association, its successors and assigns, a Nebraska nonprofit corporation.

B. "Improved Lot" shall mean and refer to any Lot within Cimarron Woods East on which a dwelling has been erected and the construction thereof is substantially complete.

All other definitions contained in Article I will likewise be applicable to this Article.

2. Every owner of a lot shall be a member of the Association to be established for the purpose of maintaining Outlots F&G, any landscaping and entryway signage, or fencing, for the Cimarron Woods East Subdivision and to perform any other obligation specified herein. The Association shall include all of the lots in the Cimarron Woods East Subdivision as defined in this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any

F

Lot.

3. The Declarant, for each Lot owned within the Cimarron Woods East Subdivision, hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made.

4. The assessments levied by the Association shall be used exclusively by the Association without any part of the net earnings inuring to the private benefit of its members to fulfill the responsibility of the Association as set forth in its Articles of Incorporation, Bylaws and this Declaration.

5. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for such fiscal year, and shall levy and collect annual assessments from each Lot, which shall be sufficient to fund the budgeted expenses for the fiscal year.

6. The regular annual assessments provide for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improved Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

7. Any assessment not paid within thirty (30) days after the due date, together with all costs, shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages upon filing a Notice of Lien with the Register of Deeds of Sarpy County, Nebraska. Such Notice of Lien shall be acknowledged by Declarant or an officer of the Association and shall set forth the name(s) of the record owner(s) of the Lot, the amount of the lien and the legal description of the Lot against which the lien has attached. A copy of the Notice of Lien shall be mailed (certified mail return receipt requested) to the record owner(s) of the Lot at the Lot address. The amount of the lien for purposes of collection shall be the total of the unpaid dues, assessments charges, and all expenses of collection including reasonable attorneys' fees.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of

G

transfer of any Lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments relating to amounts which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding the extinguishment of the lien through a foreclosure of a prior mortgage or deed of trust, the owner of the Lot against which such assessment was made shall be and remain personally liable for all unpaid dues, charges and assessments accruing before such foreclosure was completed.

9. All Lots dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or Improvements devoted to dwelling use shall be exempt from said assessments.

10. The Association is a nonprofit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, this Declaration shall control.

ARTICLE V  
CITY RIGHT TO ENFORCE COMMON AREA OBLIGATIONS

As used herein "Common Area Obligations" shall mean all obligations identified in this Declaration or in the Subdivision Agreement between the Declarant, Developer, the City of LaVista and Sanitary and Improvement District No. 237 (herein "the Subdivision Agreement") as being a common area obligation or an obligation of the Homeowner's Association, either directly or as successor in obligation to the Developer.

Developer and the Homeowners' Association, as successor in obligation to the Developer, and Owners of Lots as successors in obligation in the absence of a Homeowner's Association, and each of them on behalf of themselves, their grantees, successors and assigns, do hereby covenant and agree:

1. To timely perform the terms of these Declarations and the Subdivision Agreement regarding construction, installation, repair, replacement, maintenance or upkeep of Outlots F & G together with other Common Area Obligations of the Developer and the Homeowners' Association (collectively "Common Area Obligations");

2. Should there be a failure, for whatever reason, to faithfully and fully perform such obligations, then in such event, the City, at its option, and after thirty (30) days written notice to Owners of record of the Lots, may, in whole or in part, undertake to construct, install, repair, maintain or provide upkeep and/or take such other curative action, or cause such curative action to be taken for such Common Area Obligations, and may assess against the Lots the full cost thereof,



H

including but not limited to administrative, engineering and legal expenses incurred in respect thereto and foreclose said lien if need be. City may assess the cost of such work to the Owners of record of the Lots in the proportionate shares as established in this Declaration and/or by the Association with City's approval, for the particular improvement involved, and if there be no established allocation, then in such proportion as City may determine. Such assessment shall bear interest at the rate of twelve percent (12%) and shall include all costs and reasonable attorneys fees incurred by City and shall constitute until paid a continuing charge against and a lien upon such lot or property against each such lot or property against which each such assessment is made;

3. Each Owner, for itself, its successors and assigns does hereby irrevocably promise, agree and consent to City's performing any unperformed or failed work involving the Common Areas and the aforementioned Outlots, and each does hereby agree that upon City's demand, to fully reimburse the City its proportionate share of the cost of performing such work, together with interest at the above stated rate;

4. In addition to, and not in lieu of the foregoing, the Owners, on behalf of themselves and their grantees, successors and assigns, do hereby irrevocably consent and agree that City, at its option, may form its own special assessment improvement district or districts within the Subdivision as determined by City to be necessary or expedient to the prosecution of such work and/or the recovery of its costs therein incurred as authorized by this Article IV; and

5. The rights of City and the obligations of land owners herein provided for shall be covenants running with the land and shall survive the dissolution, termination or other cause of non-existence of the Homeowners' Association.

ARTICLE VI  
GENERAL PROVISIONS

1. The Declarant, the Association, or their successors in interest or any owner of a Lot shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now, or hereinafter imposed by the provision of this Declaration including all amendments or modifications hereof, either to prevent or restrain any violation or to recover damages of any kind or nature whatsoever resulting from such violation. Failure by the Declarant, the Association or their successors in interest or by the owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any rights of the Declarant, the Association or any owner to enforce any other reservation, restriction, condition or covenant thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy five percent (75%) of the Lots, which termination or amendment shall thereupon become binding upon all the lots. This

2004-14972 I

Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof or until such time as it no longer is the owner of any of the Lots.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 23<sup>rd</sup> day of April, 2004.

ATTEST:

CIMARRON WOODS EAST, INC.,  
a Nebraska corporation

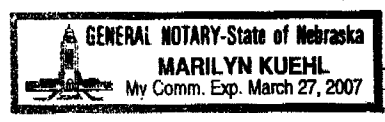
Jean Sudbeck  
Secretary

By: [Signature]  
Its President

STATE OF NEBRASKA ]  
COUNTY OF Douglas ]SS:

On this 23 day of April, 2004, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Melvin Sudbeck, personally known by me to be the President of Cimarron Woods East, Inc., and Jean Sudbeck, personally known by me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Marilyn Kuehl  
Notary Public

After recording please return to:

Robert F. Peterson  
Laughlin, Peterson & Lang  
11718 Nicholas Street, #101  
Omaha, Nebraska 68154  
402-330-1900

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2004-32418

2004 AUG 23 A 10: 58 AM

*Glenn J. Lowrey*  
REGISTER OF DEEDS

COUNTER \_\_\_\_\_ C.E. LM  
VERIFY AB D.E. LM  
PROOF \_\_\_\_\_  
FEES \$ 123.50  
CHECK# 21738  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT 1.00 NCR \_\_\_\_\_

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR LOTS 381 THROUGH 505, INCLUSIVE, AND OUTLOTS F AND G,  
CIMARRON WOODS  
IN SARPY COUNTY, NEBRASKA**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LOTS 381 THROUGH 505, INCLUSIVE, AND OUTLOTS F AND G, CIMARRON WOODS IN SARPY COUNTY, NEBRASKA (herein "Declaration") made this 20 day of August, 2004 by Cimarron Woods East, Inc., a Nebraska corporation ("Declarant").

**RECITALS:**

WHEREAS, Cimarron Woods East, Inc., a Nebraska corporation ("Declarant") is owner of lands legally described as follows:

Lots 381 through 505, inclusive, and Outlots F and G of Cimarron Woods, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

said lots and outlots being within "Tract B" as described in the surveyor's certificate of the final plat of Cimarron Woods Subdivision, and are referred to herein collectively as "Cimarron Woods East," or "Cimarron Woods East Subdivision," and individually each as "Lot" or "Lots."

WHEREAS, Declarant did on April 23, 2004 execute a Declaration pertaining to Cimarron Woods East and caused it to be recorded on April 28, 2004 in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2004-14972 and Pages A through I appended thereto; and

WHEREAS, Declarant, at date hereof, is the owner of all lots within said Tract B, Cimarron Woods Subdivision and does hereby amend and restate said Declaration as originally filed and does hereby substitute for said originally filed Declaration the following amended and restated Declaration.

A

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 381 through 505 inclusive, and Outlots F and G,  
Cimarron Woods, a subdivision in Sarpy County,  
Nebraska, as surveyed, platted and recorded,

said lots and outlots being commonly known as and are herein referred to as "Cimarron Woods East" or "Cimarron Woods East Subdivision."

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

The Declarant desires to provide for performance of applicable provisions of the Residential Subdivision Agreement dated April 7, 2004, between Torco Development, Inc. and Cimarron Woods East, Inc., therein collectively referred to as "Developer" or "Subdivider," and Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, therein and herein referred to as "District," and the City of La Vista, therein and herein referred to as "City," as are applicable to Lots 381 through 505, inclusive, Cimarron Woods Addition, herein referred to as the "Subdivision Agreement." Said Cimarron Woods East, Inc. is the Declarant herein.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements ("the Covenants"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot are and shall be subject to all and each of the following conditions and other terms:

Contemporaneously with the later of the filing of these Covenants or the filing of the Articles of Incorporation of Cimarron Woods East established pursuant to Article V hereof, Declarant shall convey Outlots F & G to the City of LaVista, Nebraska ("the Outlots").

ARTICLE I  
TERM/LAND AFFECTED

This Declaration of Covenants, Conditions, Restrictions and Easements shall constitute covenants running with the land as to all lots identified in that portion of Cimarron Woods, a Subdivision in Sarpy County, platted as Lots 381 through 505, inclusive, and Outlots F & G, Cimarron Woods Subdivision. The term of these covenants shall be twenty (20) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless and until

B

thereafter terminated or amended as provided in Article VII-4, with the City's consent as provided for in Article VII-6.

ARTICLE II  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes except for the Outlots which will be conveyed or dedicated by Declarant, for common or public use or purpose.

2. No residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, doghouse, stable, treehouse, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, windmill, wind generating equipment, or other external Improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which received the prior approval of Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall be consistent with these Covenants and reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors (which must be earthtone colors), and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

B. Declarant shall review such Plans in relation to the type and exterior of Improvements and construction or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

D. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the value, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or

C

obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. Upon formation of the Association as set forth in Article V below, the Declarant may delegate the design review function to the Association's Design Review Committee. Declarant shall for a period of ten (10) years retain the right to terminate any such delegation of function so long as it still is the owner of one or more Lots.

Unless earlier otherwise transferred to the Association, upon the expiration of the aforementioned ten (10) year period, Declarant's rights set forth above shall be transferred to, and administered by the Association set forth in Article V below. Upon such transfer, the Association shall succeed to all the rights of the Declarant to the extent that wherein the term Declarant is used in this Declaration the term Cimarron Woods East Association shall be substituted therefore.

ARTICLE III  
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

1. Single Family Lots. Lots 381 through 505, inclusive, shall be subject to the following restrictions.

A. The Lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.

B. No dwelling shall be created, altered, placed or permitted to remain on any Lot other than the single family dwellings referred to above, and said dwellings shall conform to the following requirements:

i. Each one story dwelling shall contain no less than 1050 square feet of living area above the basement level and exclusive of garage area on all lots.

ii. Each one and one-half story or two story dwelling shall contain no less than 1350 square feet of total living area above the basement level with a minimum of 800 square feet on the main floor, exclusive of garage area on all lots.

iii. Each split-level or split-entry dwelling shall contain no less than 1050 square feet of living area above the basement level, exclusive of garage area, on all lots.

iv. Each tri-level dwelling shall contain no less than 1200 square feet of living area above the basement level, exclusive of garage area on all lots.

D

v. All buildings on all lots shall comply with the set back requirements of the Planned Unit Development and Applicable Requirements of the City of La Vista as the same may be amended from time to time.

2. General Restrictions. All dwelling units described above shall comply with the following restrictions.

A. All dwellings shall, as a minimum, have attached, built in, or enclosed, side-by-side two car garages which must contain a minimum area of 400 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

B. For the purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. To be considered ground level the exterior elevation shall not be more than forty (40) inches above the basement floor and at least two (2) walls must be at ground level.

C. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone.

D. No fence shall be constructed, or permitted to be placed in front of the front building line of the main residence erected on each lot. No chain link fences shall be allowed unless covered with black vinyl coating. All fence installations shall first be approved by the City of La Vista and a permit issued for such installation. All fencing abutting 96<sup>th</sup> Street shall be of uniform construction and pre-approved by the City of La Vista.

E. No dog runs shall be constructed unless shielded from view of neighboring lots or from any street by rear yard privacy fencing not less than six (6) feet in height.

F. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

G. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties unless in the process of loading or unloading its contents.

H. Public concrete sidewalks four feet (4') wide by four inches (4") thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling, or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street

E

side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than sixteen feet (16') in width; the driveway shall be of concrete or brick.

I. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

J. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of construction commencement on such properties.

K. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

L. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

M. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation of dirt shall be spread across any Lot in such a fashion as to materially change the grade or condition of any Lot.

N. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding Twenty Four inches (24") by Thirty Six inches (36") in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the development of the Subdivision.

O. All driveways shall be constructed of concrete or brick.

P. No television antenna, or antenna of any kind or nature, except satellite dishes of eighteen (18") inches or less, shall be allowed on the Lots except that if they are inside the dwellings or otherwise completely concealed from view from all other Lots television antennas will be allowed.

Q. One non-metal, detached structure shall be allowed only pursuant to these



F

Covenants and the existing building codes for the applicable governmental subdivision. Plans and approval for same shall be subject to the architectural control provisions of Article II, Paragraph 2 hereof, where applicable. Such detached structures shall be compatible with the dwelling unit in color, decor and dimension. In no event shall construction of such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

ARTICLE IV  
EASEMENTS

A perpetual license and easement is hereby granted to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines, and an eight foot (8') wide strip of land abutting the rear boundary lines of all lots. A perpetual easement is hereby granted to the City of La Vista, Sarpy County, Nebraska, Metropolitan Utilities District and Aquila, Inc., their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

ARTICLE V  
HOMEOWNERS' ASSOCIATION

1. The following definitions shall apply for the purposes of this Article:
  - A. "Association" shall mean and refer to the Cimarron Woods East Homeowners Association, its successors and assigns, a Nebraska nonprofit corporation, herein referred to as "Homeowners' Association."
  - B. "Improved Lot" shall mean and refer to any Lot within Cimarron Woods East on which a dwelling has been erected and the construction thereof is substantially complete.

All other definitions contained in Article II will likewise be applicable to this Article.

G

2. Every owner of a lot shall be a member of the Association to be established for the purpose of maintaining Outlots F & G (including Corps of Engineers 404 Permit in respect thereto), any landscaping and entryway signage, or fencing, for the Cimarron Woods East Subdivision, mandatory duties of the Association as set forth in Article V of this Declaration, and to perform any other obligation specified herein. The Association shall include all of the lots in the Cimarron Woods East Subdivision as defined in this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. The Declarant, for each Lot owned within the Cimarron Woods East Subdivision, hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made.

4. The assessments levied by the Association shall be used exclusively by the Association without any part of the net earnings inuring to the private benefit of its members to fulfill the responsibility of the Association as set forth in its Articles of Incorporation, Bylaws and this Declaration, including obligations arising from the Subdivision Agreement applicable to Cimarron Woods East.

5. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for such fiscal year, and shall levy and collect annual assessments from each Lot, which shall be sufficient to fund the budgeted expenses for the fiscal year.

6. The regular annual assessments provide for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improved Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

7. Any assessment not paid within thirty (30) days after the due date, together with all costs, shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages upon filing a Notice of Lien with the Register of Deeds of Sarpy County, Nebraska. Such Notice of Lien shall be acknowledged by Declarant or an officer of the Association and shall set forth the name(s) of the record owner(s) of the Lot, the amount of the lien and the legal description of the Lot against which the lien has attached. A copy of the Notice of Lien shall be mailed (certified mail return receipt requested) to the record owner(s) of the Lot at the Lot address.

H

The amount of the lien for purposes of collection shall be the total of the unpaid dues, assessments charges, and all expenses of collection including reasonable attorneys' fees.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of transfer of any Lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments relating to amounts which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding the extinguishment of the lien through a foreclosure of a prior mortgage or deed of trust, the owner of the Lot against which such assessment was made shall be and remain personally liable for all unpaid dues, charges and assessments accruing before such foreclosure was completed.

9. All Lots dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or Improvements devoted to dwelling use shall be exempt from said assessments.

10. The Association is a nonprofit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, this Declaration shall control.

ARTICLE VI  
CITY RIGHT TO ENFORCE COMMON AREA OBLIGATIONS

1. As used herein "Common Facilities" or "Common Area Obligations" shall mean all of the obligations identified in this Declaration or in the Residential Subdivision Agreement between the Declarant as Developer of Cimarron Woods East, Torco Development, Inc. as Developer of Cimarron Woods West, the City of La Vista and Sanitary and Improvement District No. 237 as being Common Area Obligations of the Declarant or an obligation of the Homeowners' Association, either directly or as successor in obligation to the Declarant, in respect to the Cimarron Woods East Subdivision.

Declarant and the Homeowners' Association, as successor in obligation to the Developer, and Owners of Lots as successors in obligation in the absence of a Homeowner's Association, and each of them on behalf of themselves, their grantees, successors and assigns, do hereby covenant and agree:

To timely perform the terms of these Declarations and the Subdivision Agreement regarding construction, installation, repair, replacement, maintenance or upkeep of Outlots F & G together with other Common Area Obligations of the Developer and the Homeowners' Association (collectively "Common Area Obligations");

I

2. Should there be a failure, for whatever reason, to faithfully and fully perform such obligations, then in such event, the City, at its option, and after thirty (30) days written notice to Owners of record of the Lots, may, in whole or in part, undertake to construct, install, repair, maintain or provide upkeep and/or take such other curative action, or cause such curative action to be taken for such Common Area Obligations, and may assess against the Lots the full cost thereof, including but not limited to administrative, engineering and legal expenses incurred in respect thereto and foreclose said lien if need be. City may assess the cost of such work to the Owners of record of the Lots in the proportionate shares as established in this Declaration and/or by the Association with City's approval, for the particular improvement involved, and if there be no established allocation, then in such proportion as City may determine. Such assessment shall bear interest at the rate of twelve percent (12%) and shall include all costs and reasonable attorneys fees incurred by City and shall constitute until paid a continuing charge against and a lien upon such lot or property against each such lot or property against which each such assessment is made;

3. Each Owner, for itself, its successors and assigns does hereby irrevocably promise, agree and consent to City's performing any unperformed or failed work involving the Common Area Obligations and the aforementioned Outlots, and each does hereby agree that upon City's demand, to fully reimburse the City its proportionate share of the cost of performing such work, together with interest at the above stated rate, and if enforced through legal proceedings, to reimburse City its court costs and attorneys fees incurred in such matter;

4. In addition to, and not in lieu of the foregoing, the Owners, on behalf of themselves and their grantees, successors and assigns, do hereby irrevocably consent and agree that City, at its option, may expend such funds in such amounts and from such sources as City may determine to be necessary or expedient to the prosecution of such work and/or the recovery of its costs therein incurred as authorized by this Article VI; and

5. The rights of City and the obligations of Declarant and of land owners herein provided for shall be covenants running with the land and shall survive the dissolution, termination or other cause of non-existence of the Homeowners' Association.

ARTICLE VII  
GENERAL PROVISIONS

1. Section Headings. Article headings and section headings herein are intended only as a brief reference to the subject matter therein and do not identify all subjects within a particular section.

2. Enforcement. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this declaration to either prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any Owner to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Covenants Running with the Land. The covenants, conditions, restrictions, easements and terms of this declaration shall run with and bind the land.

4. Amendments. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. Any amendment, whether by Declarant, a designee of Declarant or by the owners, shall be subject to section 6 of this Article VII.

5. Declarant Right to Terminate Declarant's Status. Cimarron Woods East, Inc., a Nebraska corporation, or its successor or assign, may terminate its status as Declarant under this Declaration, at anytime, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

6. Amendment, Modification, Etc.: City Consent Required. Any termination, modification, suspension or waiver of enforcement of the provisions of this Declaration shall require the prior written consent of the City of LaVista.

7. Compliance with City Ordinances and Regulations. These Declarations are not in lieu of or modification of applicable City ordinances, the requirements of which ordinances are fully applicable to the lots and outlots affected by this Declaration.

8. Severability. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 20  
day of August, 2004.

ATTEST:

CIMARRON WOODS EAST, INC., a Nebraska corporation  
Owner of Lots 381 through 505, inclusive, and Outlots F and  
G, Cimarron Woods Subdivision

Jeanne Sudbax  
Secretary

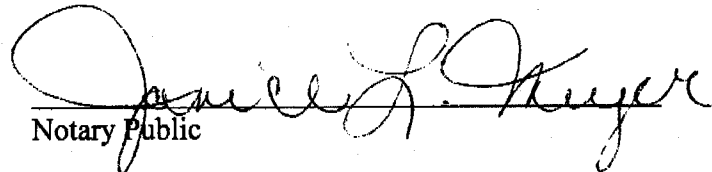
By: [Signature]  
Its: President

2004-32418 K

STATE OF NEBRASKA ]  
COUNTY OF Sarpy ] SS:

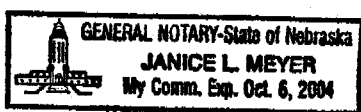
On this 20 day of August, 2004, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Melvin Sudbeck, personally known by me to be the President of Cimarron Woods East, Inc., and LeAnn Sudbeck, personally known by me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

  
Notary Public

After recording please return to:

Robert F. Peterson  
Laughlin, Peterson & Lang  
11718 Nicholas Street, #101  
Omaha, Nebraska 68154  
402-330-1900



FILED SARPY CO. NE.  
 INSTRUMENT NUMBER  
2006-40316  
 2006 NOV 30 A 11:39 AM  
*Glenn J. Lawding*  
 REGISTER OF DEEDS

COUNTER ah C.E. P  
 VERIFY SH D.E. P  
 PROOF LM  
 FEES \$ 59.50  
 CHECK # 1154  
 CHG \_\_\_\_\_ CASH \_\_\_\_\_  
 REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
 SHORT \_\_\_\_\_ NCR \_\_\_\_\_

**FIRST AMENDMENT TO THE DECLARATION  
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
 FOR LOTS 381 THROUGH 505, INCLUSIVE, AND OUTLOTS F AND G,  
 CIMARRON WOODS  
 IN SARPY COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION made on the date hereinafter set forth, by Cimarron Woods East, Inc., a Nebraska corporation ("Declarant").

**PRELIMINARY STATEMENT**

WHEREAS, the Declarant is the owner of the following described real property: Lots 381 through 505 and outlots F and G (excluding lots 407-410, 417-419, 433, 434, 440, 441, 443, 447, 480, 481, 493, 497, and 500), which have been divided, in Cimarron Woods, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the Declarant has filed an original Declaration of Covenants, Conditions, Restrictions and Easements for the affected lots on August 23, 2004 under Instrument Number 2004-32418; and

WHEREAS the Declarant wishes to amend Article III, 2. C., as it relates to brick on street side of exposed foundation on corner lots.

NOW, THEREFORE, the Declarant hereby declares that said Lots shall be held, sold, and conveyed subject to the following amended restriction:

**ARTICLE III  
 RESTRICTIONS FOR RESIDENTIAL DWELLINGS**

2. General Restrictions. All dwelling units described above shall comply with the following restrictions.  
 C. Exposed portions of the foundation on the front and sides of each dwelling adjacent to a street are to be covered with clay-fired brick or stone.

The Declarant ratifies and restates all covenants, conditions, restrictions and easements for the Cimarron Woods Subdivision in Sarpy County, Nebraska other than as amended herein.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 17th day of November, 2006.

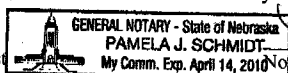
ATTEST: \_\_\_\_\_ CIMARRON WOODS EAST, INC., a Nebraska Corporation  
*JeAnn Sudbeck Sec.* \_\_\_\_\_  
 JeAnn Sudbeck, Secretary Melvin J. Sudbeck, Its President

STATE OF NEBRASKA )  
 COUNTY OF Douglas )

On this 17th day of November, 2006, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Melvin J. Sudbeck, personally known by me to be the President of Cimarron Woods East, Inc., and JeAnn Sudbeck, personally known by me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Return to:  
 Cimarron Woods East  
 16255 Woodland Drive



*Pamela J. Schmidt*  
 Notary Public

RJR