

2/14 + SCN 92-04050 21-61  
 WD SC 93-3283 21-37  
 22-14-11 Cinnamon Dec 93-3283 21-5  
 36-38, 25-27, " " C.I.P. 94-25141 2244+B  
 3, 47-61 " " " 93-14518 21-14  
 21, 2, 46 C.A. Cinnamon Dec Rep day 93-21076 21-14  
 22-14-11 5A+5B Cinnamon

22-11 WD Hugo Bete OK  
 22-687 WD Corp dead 45-2260 Platte NPPD \* source \*  
 assign 43-485 Doups NPPD x sec \*  
 case 12-110 #0 Doups  
 case 49-328 OPPD  
 case 55-772 NPPD re 12-110 / C.A. Rep 22-10329  
 case 55-772 NPPD-USA  
 QCD 161-1233 SC-USA  
 161-2438 SC - USA  
 case 59-2680 VAC street OK  
 case 161-2439 OK  
 QCD 162-420 Brown-Bete OK  
 LC 54-333  
 " 58-129  
 assign 58-1391-162  
 38-531 OK  
 decore 38-601 OK  
 " 38-601 OK  
 WD 152-1971

no QCD Bk = OK

MISCELLANEOUS RECORD No. 12

HUGO BELTER ET AL

TO

Filed December 25, 1943 at 3:30 o'clock P. M.

LOUP RIVER PUBLIC POWER DIST.  
Easement \$1.50 Pd.  
Form FW1-12-41

*Hugo Belter*  
County Clerk

Mile 69  
Tract 85-A

RIGHT-OF-WAY EASEMENT

In consideration of the sum of five dollars, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Loup River Public Power District, Columbus, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection of an electric transmission line consisting of poles, towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, in over and across the following described lands situated in Sarpy County, State of Nebraska to wit:

The Southwest quarter (SW $\frac{1}{4}$ ) of Section Twenty two (22), Township Fourteen (14) North, Range Eleven (11) East.

and any abutting public highway or place. This easement reverts in case of removal of the line. Also the right to clear timber and to trim and keep trimmed, as reasonably necessary, all trees, hedges and shrubs; together with right of ingress and egress to and from such Right-of-Way and transmission line. The right of ingress and egress, acquired hereunder, will be exercised in any reasonable manner suggested by the owner or occupant of said premises.

The said Grantor(s) heirs or assigns are to fully use and enjoy the said premises except for and subject to the rights of Grantee for the purposes herein granted to said Grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the permanent use thereof under this Grant, thereby agrees to make final settlement and payment as hereinafter provided and in addition thereto agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said transmission line.

Grantor(s) agree(s) not to locate or allow any building, hay stack, straw stack, trees, structure, or any combustible material under the wires or near enough to poles, wires and fixtures to endanger the same or to be endangered by the same, or to interfere with the operation thereof or to be likely to result in damage to property of any party if a fire should occur.

Final settlement and payment for the rights granted herein shall be made on the following basis, payment to be made within ten day after installation of poles.

For such poles, anchors with guys and steel towers as Grantee shall install on property herein described:

Poles	In Meadow or Cultivated Fields	In Pasture
Anchors with Guys	Ten Dollars Each	Five Dollars Each
Steel Towers	Ten Dollars Each	Five Dollars Each
	Forty Dollars Each	Twenty Dollars Each

The down payment of \$5.00 to be deducted therefrom.

Grantee may clear and keep clear all trees within fifty (50) feet of the line and all trees which could fall within ten (10) feet of the line for a consideration of \$1.00 one dollar, for each tree cut over six (6) inches in diameter. "Cut logs to sixteen (16) foot lengths and burn all brush."

The money to be paid hereunder is to be apportioned among the respective owners according to their respective interests in the land.

It is understood that Grantor(s) will not receive electric service from this line.

In Presence of

Herman Christensen

Hugo Belter  
Dorothea E. Belter {  
co  
owners

ACKNOWLEDGEMENT

STATE OF NEBRASKA ) ss.  
SARPY COUNTY )  
I hereby certify that on this 2nd day of April, A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Hugo Belter and Dorothea E. Belter co-owners, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

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

\*\*\*\*\*  
W. A. SNARE NOTARIAL SEAL  
SARPY COUNTY, NEBRASKA  
COMMISSION EXPIRES JAN. 15, 1948.  
\*\*\*\*\*

W. A. Snare, Notary Public  
My commission expires: Jan. 15th, 1948.

**Commonwealth  
Land Title Insurance Company**

Commitment No.

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

T-9500350

1. Effective Date: July 19, 1995 at 8:00 a.m.
2. Policy or Policies to be issued: Amount Premium

(a) ☐ ALTA Owner Policy - (10-17-92) \$ \$

Proposed Insured:

(b) ☐ ALTA Loan Policy - (10-17-92) \$700,000.00 \$933.00  
Endorsements \$

Proposed Insured:

☐ Conv ☐ FHA ☐ VA

HOME FEDERAL SAVINGS BANK

3. The estate or the interest in the land described or referred to in the Commitment and covered herein is fee simple and is at the effective date hereof vested in:

HAWK, INC., a Nebraska Corporation

4. The land referred to in this Commitment is situated in the County of Sarpy, State of Nebraska, and described as follows:

Lots 1 through 21, inclusive, in Briarcliff, a Subdivision in Sarpy County, Nebraska.  
Lot 7, Cinnamon Estates, a Subdivision, in Sarpy County, Nebraska.  
Lots 5, 8, 9, 12, 22, 25, 32 and 33, Cinnamon Acres Replat, a Subdivision, in Sarpy County, Nebraska.  
Lots 4 and 5, Cinnamon Acres Replat II, a Subdivision in Sarpy County, Nebraska.  
Lot 24B, Cinnamon Acres Replat Lot 24, a Subdivision in Sarpy County, Nebraska.

Countersigned: \_\_\_\_\_

NM 6 (10-85) PA 3  
American Land Title Association Commitment  
Schedule A  
Form 1004-67 (Rev. 6-86)

Authorized Officer or Agent  
Valid Only if Schedule B and Cover Are Attached

Issued by:  
FIRST NEBRASKA TITLE  
13044 Arbor Street  
Omaha, NE 68144  
Phone (402) 330-3800 Fax 330-0323

**Schedule B - Section 1**

- The following are the requirements to be complied with:  
Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
- 1.

Mortgage from Hawk, Inc., to Home Federal Savings Bank.

Item No. 31 of Schedule B-Section 2 must be satisfied.

Items No. 8, 9, 10, 11, 12 and 30 of Schedule B-Section 2 must be released of record.

Title Company requires evidence that Hawk, Inc. is in current good standing in it's State of Incorporation.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

**Schedule B - Section 2**

Schedule B of the Policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes and assessment not appearing of record in the Office of the Treasurer of Sarpy County, Nebraska.  
SPECIAL EXCEPTIONS

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by the policy to be issued.)

7. Taxes due December 31, 1993, total \$1,105.74, and interest delinquent.  
Taxes due December 31, 1994, total \$5,777.20; 1st installment and interest delinquent, 2nd installment becomes delinquent August 1, 1995.
8. Deed of Trust, dated December 30, 1994, filed January 9, 1995, as Inst. No. 95-00311, executed by Hawk, Inc., to Norwest Bank Nebraska, National Association, Trustee and Beneficiary, stating that it secures a debt in the principal sum of \$398,900.00. (Affects Lots 1-21 Briarcliff and Lot 24B, Cinnamon Acres Replat Lot 24)
9. Trust Deed, dated April 3, 1995, filed April 3, 1995, as Inst. No. 95-04127, executed by Hawk, Inc., Donald J. Ruhaak and Constance J. Ruhaak, to Eric M. Johnson, Trustee, and Monty Niebur, Mark Niebur, JFJ Partnership, Helen Hall, d/b/a Helen Hall Enterprises, and P & J Venture Partnership, Beneficiary, stating that it secures a debt in the principal sum of \$100,000.00. (Affects premises in question)
10. Trust Deed, filed November 15, 1993, as Inst. No. 93-028857, executed by Hawk, Inc., to William J. Lindsay, Trustee, and Merlin W. Belter and Dorothy A. Belter, husband and wife, as joint tenants, Beneficiary. Affects Lot 8, Cinnamon Acres Replat)
11. Deed of Trust, dated March 17, 1992, filed March 18, 1992, as Inst. No. 92-04768, executed by Hawk, Inc., to William J. Lindsay, Jr., Trustee, and Merlin W. Belter and Dorothy A. Belter, husband and wife, Beneficiary, stating that it secure a debt in the principal sum of \$840,000.00. (Affects Lots 1-61, Cinnamon Acres; Lots 5, 9, 12, 22, 24B, 25, 32 and 33, Cinnamon Acres Replat; Lots 4 and 5, Cinnamon Acres Replat II)
12. Deed of Trust, dated August 19, 1994, filed September 21, 1994, as Inst. No. 94-20741, executed by Hawk, Inc., to Norwest Bank Nebraska, National Association, Trustee and Beneficiary, stating that it secures a debt in the principal sum of \$25,000.00. (Affects Lots 33, 36 and 37, Cinnamon Acres Replat)
13. Easement granted to Omaha Public Power District, and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, on, over, through, under and across a 5 foot wide strip of land adjoining the front and side boundary lot lines; an 8 foot wide strip of land adjoining the rear boundary lot line of all interior lots and a 16 foot wide strip of land adjoining the rear boundary lot line of all exterior lots; also drainage easements as shown on the plat, all as set forth in the Dedication of the Plat of Cinnamon Acres filed March 11, 1992, as Inst. No. 92-04252.

Schedule B-Section 2  
Page 2

Commitment No. T-9500350

14. Easement granted to Omaha Public Power District, and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, on, over, through, under and across a 5 foot wide strip of land adjoining the front and side boundary lot lines; an 8 foot wide strip of land adjoining the rear boundary lot line of all interior lots and a 16 foot wide strip of land adjoining the rear boundary lot line of all exterior lots; also drainage easements as shown on the plat, all as set forth in the Dedication of the Plat of Cinnamon Estates filed August 24, 1993, as Inst. No. 93-21096.

15. Easement granted to Omaha Public Power District, and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, on, over, through, under and across a 5 foot wide strip of land adjoining the front and side boundary lot lines; an 8 foot wide strip of land adjoining the rear boundary lot line of all interior lots and a 16 foot wide strip of land adjoining the rear boundary lot line of all exterior lots; also drainage easements as shown on the plat, all as set forth in the Dedication of the Plat of Cinnamon Acres Replat filed February 19, 1993, as Inst. No. 93-003283.

16. Easement granted to Omaha Public Power District, and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, on, over, through, under and across a 5 foot wide strip of land adjoining the front and side boundary lot lines; an 8 foot wide strip of land adjoining the rear boundary lot line of all interior lots and a 16 foot wide strip of land adjoining the rear boundary lot line of all exterior lots; also drainage easements as shown on the plat, all as set forth in the Dedication of the Plat of Cinnamon Acres Replat II, filed November 30, 1994, as Inst. No. 94-25141.

17. Easement granted to Omaha Public Power District, and U.S. West Communications, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, on, over, through, under and across a 5 foot wide strip of land adjoining the front and side boundary lot lines; an 8 foot wide strip of land adjoining the rear boundary lot lines; also drainage easements as shown on the plat, all as set forth in the Dedication of the Plat of Briarcliff, filed November 2, 1994, as Inst. No. 94-23596.

18. 17 foot permanent Roadway Easement over Lots 9, 10, 17 and 18, as shown on the Plat of Briarcliff, filed November 2, 1994, as Inst. No. 94-23596.

19. Terms and provisions of the instrument captioned: Declaration of Covenants, Conditions and Restrictions for Cinnamon Acres, filed March 11, 1992, as Inst. No. 92-04255; and Amendment thereto filed December 7, 1992, as Inst. No. 92-027177; and Amendment thereto, filed January 19, 1993, as Inst. No. 93-01119. thereto filed

20. Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company, over, under, and upon a 5 foot strip of land adjoining the side boundary lines of said lots, a 16 foot strip of land adjoining the rear boundary lines, and a 10 foot strip adjoining the front, all as set forth in instrument filed March 11, 1992, as Inst. No. 92-04255.

21. Terms and provisions of the instrument captioned: Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, filed February 22, 1995, as Inst. No. 95-002137.

22. Easement granted to Omaha Public Power District, U. S. West Communications, Peoples Natural Gas, to the licensed operator of the Subdivision community wells and potable water distribution system, and any company which has been granted a franchise to provide a cable television system within the lots, on, over, through, under and across a 5 foot wide strip of land abutting the side boundary lines of the lots; a 16 foot wide strip of land abutting the rear boundary lines of the lots; a 10 foot wide strip of land abutting the front boundary lines of the lots, as set forth in instrument filed February 22, 1995, as Inst. No. 95-002137.

23. Terms and provisions of the instrument captioned: Homeowners Association, filed March 11, 1992, as Inst. No. 92-04254, providing among other things, for annual assessments which may become liens thereon.  
continued

Schedule B-Section 2  
Page 3

Commitment No. T-9500350

24. Notice of Declaration and Conditions of Agreement for Water Supply to Cinnamon Estates Subdivision, filed March 22, 1995, as Inst. No. 95-03580.
25. Notice of Declaration and Conditions of Agreement for Water Supply to Briarcliff Subdivision, filed January 26, 1995, as Inst. No. 95-01079.
26. Terms and provisions of the instrument captioned: Declaration of Covenants, Conditions and Restrictions, for Cinnamon Acres Replat, filed as Inst. No. 93-28021.
27. Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company, over, under, and upon a 5 foot strip of land adjoining the side boundary lines of said lots, a 16 foot strip of land adjoining the rear boundary lines and a 10 foot strip adjoining the front, as set forth in instrument filed as Inst. No. 93-28021.
28. Easement granted to Loup River Public Power District, over a portion of Lots 19 through 26 Cinnamon Acres Replat, as set forth in instrument filed December 23, 1943, in Misc. Book 12 at Page 110; and as last modified by Partial Release of Easement, filed May 27, 1992, as Inst. No. 92-010329. Loup River Public Power Districts rights in said easement were assigned to Nebraska Public Power District, by virtue of the instrument filed December 23, 1970, in Misc. Book 145 at Page 2260.
29. Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company, over a portion of the premises in question, as set forth in instrument filed June 21, 1976, in Misc. Book 49 at Page 328.
30. UCC Financing Statement filed October 6, 1994, as Inst. No. 24-21775, Hawk Inc., debtor, to Norwest Bank Nebraska, N.A., secured party; and Amendment thereto, filed November 10, 1994, as Inst. No. 94-24141.
31. Judgment in the amount of \$30,000.00, filed April 3, 1995 in Doc. 9369, No. 1026, Monty Niebur, etal, Plaintiffs, against Donald J. Ruhaak and Constance J. Ruhaak, dba Hawk, Inc., etal, defendants.

92-04254

HOMEOWNERS ASSOCIATION

"Association" shall mean and refer to Cinnamon Acres Homeowners Association, Inc., a Nebraska non-profit corporation.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. "Class A" members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. "Class B", member(s) shall be the Declarant and shall be entitled to (1) vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1999, or
- (c) the Declarant voluntarily waives its right to Class B voting privileges.

Section 2. Purpose and Responsibilities. The Association shall have the powers conferred upon not for profits corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

ARTICLE II

COVENANT FOR MAINTENANCE AND INSURANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, 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 (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as



92-04254A

hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall pass to subsequent purchasers, and shall be a continuing lien upon the property.

Section 2. Easement and Licenses. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon or over said Lots as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television or other utility services to said Properties. The Properties shall further be subject to existing easements for abutting roadways and right-of-ways.

#### ARTICLE III

##### PROPERTY RIGHTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties.

Section 2. Exterior Maintenance. The Association shall provide maintenance of the streets. Each Owner shall provide, at his own expense, exterior maintenance upon his respective Lot including mowing, fertilizing, watering, planting of trees, shrubs, grass and snow removal on walks and drives. Each Owner of Lots shall be responsible for all maintenance and repair of his dwelling units and he shall not permit waste but instead shall in a timely fashion maintain the exterior appearance of his unit in a clean, uniform, and orderly manner free of discolored or peeling paint or stain. Each Owner shall be responsible for prompt repair of broken glass.

The Association shall install street lights along the streets as necessary, and enter into a lease agreement on a monthly basis with the appropriate utility company.

In the event any Owner fails in his maintenance obligations the Association Board, thirty (30) days after written demand, may at its election, perform the maintenance including but not limited to, painting, roofing, staining, repairing glass, maintaining or replacing trees, shrubs, bushes, rock walls, or otherwise, as may be necessary to cause the property to comply with this section. The cost of any Board ordered repair shall become a lien upon the Lot and Lots repaired without further Board action and the Owner(s) shall be personally obligated to reimburse the actual costs incurred. The Association may at its option elect to provide garbage and trash pick-up service, or any other exterior service, repair or maintenance, and may include the

92-04254B

costs thereof in the assessments.

In the event that the need for maintenance or repair to lots caused through the willful or negligent act of an Association member, family, or guests or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

Section 3. Payment of Dues Assessments. The annual assessments shall be payable in 12 equal monthly installments one month in advance on or before the first day of each month; provided, however, the Directors of the Association may establish a different method of payment upon notice to the Owners. Special assessments shall be payable in the manner, amounts, and times specified by the Directors.

Section 4. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Rate of Assessment. The total annual assessments shall be levied at an equal rate against each Lot.

Section 6. Monthly Dues. Unless excess dues have been authorized by the Members in accordance with Section 7, below, the aggregated dues which may become due and payable in any year shall not exceed the greater of:

(a) Twenty-five (\$25.00) per Lot per month. (No common areas to maintain.)

Section 7. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to all Association members on the first day of the month following the conveyance of title of said lot to the member. The first 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 period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

92-04254C

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the highest lawful rate, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanics Lien foreclosure. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Proof	<u>  L  </u>
D.E.	<u>          m          </u>
Verify	<u>  W  </u>
Printed	<u>          P          </u>
Checked	<u>                    </u>
Fee \$	<u>  50.00  </u>