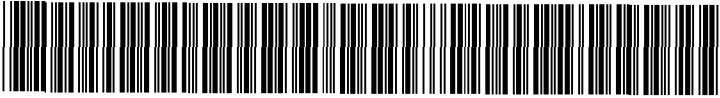


MISC 2013018922



FEB 26 2013 08:59 P 7

Fee amount: 46.00
FB: OC-11945
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/26/2013 08:59:41.00



2013018922

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS ("Assignment") is made and entered into as of the 15th day of February, 2013 (the "Effective Date"), by and between MUTUAL OF OMAHA BANK, a federally chartered savings bank ("MOB"); MUTUAL OF OMAHA LOANPRO, LLC, a Nebraska limited liability company ("LoanPro"), assignee of DIAL HARRISON, L.L.C., a Nebraska limited liability company ("Dial Harrison"), and BSR-FW, LLC, a Nebraska limited liability company ("BSR-FW").

RECITALS

WHEREAS, Dial Harrison executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated February 27, 2006, and recorded July 5, 2006, as Instrument No. 2006075199, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("2006 Declaration"), which encumbered the following described real estate:

Lots 46-172, inclusive, and Outlots B and C, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1-28 and Lots 30-42 of Replat 1 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 1-3 and Outlot A of Replat 2 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Dial Harrison executed that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated effective March 1, 2007, and recorded November 8, 2007, as

After recording, return to:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

Instrument No. 2007125917, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (“First Amendment”), with respect to the following described real estate:

Lots 46-172, inclusive, and Outlots B and C, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1, 2, 3, 4, 6, 7, 9-27 and Lots 30-42 of Replat 1 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded (Lots 5 and 8 are vacated);

Lots 1-3 and Outlot A of Replat 2, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 1 and 2, Replat 3, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Dial Harrison executed that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated effective July 1, 2007, and recorded November 19, 2007, as Instrument No. 2007129298, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (“Second Amendment”), with respect to the following described real estate:

Lots 46-50 and Lots 115-121 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, Dial Harrison executed that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Falling Waters, a subdivision in Douglas County, Nebraska, dated November ____, 2008, and recorded February 4, 2009, as Instrument No. 2009009878, in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (“Third Amendment”), with respect to the following described real estate:

Lots 46-172, inclusive, and Outlots B and C, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1-4, inclusive, Lots 6 and 7, Lots 9-27, inclusive, and Lots 30-44, inclusive, of Replat 1 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1-3, inclusive, and Outlot A of Replat 2, in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1 and 2, Replat 3 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

Lots 1 and 2, Replat 4 in Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 1 and 2, Replat 5 of Falling Waters, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the 2006 Declaration, First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the "Declaration"; and

WHEREAS, the purpose of the Declaration is to provide for the preservation of the values and amenities of Falling Waters, for the maintenance of the character and residential integrity of Falling Waters, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Falling Waters; and

WHEREAS, Dial Harrison is the Declarant under the Declaration; and

WHEREAS, pursuant to Article X, Section 5 of the Declaration, the Declarant may assign its rights and obligations under said Declaration; and

WHEREAS, Dial Harrison has assigned all of its Declarant rights and obligations under the Declaration to LoanPro as to the real estate described on the attached Exhibit "A" pursuant to an Assignment of Declarant Rights dated effective January 30, 2013; and

WHEREAS, MOB is a related entity to LoanPro and the owner and successor in interest of Dial Harrison with respect to numerous lots in Falling Waters; and

WHEREAS, LoanPro: (a) is the holder of all the Declarant rights and obligations established in the Declaration with respect to the real estate described on the attached Exhibit "A"; and (b) has not assigned, encumbered or transferred any of its rights as the Declarant or obligations under the Declaration as to the real estate described on Exhibit "A" as of the Effective Date; and

WHEREAS, LoanPro seeks to assign to BSR-FW, all of its rights and obligations as Declarant under the Declaration, including, but not limited to, all easement rights, responsibilities and obligations created in the Declaration; and

WHEREAS, MOB consents to the foregoing assignment of the Declarant rights to BSR-FW.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LoanPro and BSR-FW agree as follows:

1. Assignment of Declarant Rights. LoanPro hereby assigns, without warranty, to BSR-FW all of its rights, obligations and responsibilities as Declarant under the Declaration.

2. Representations of LoanPro. LoanPro hereby represents and warrants to BSR-FW that: (a) it has not assigned or encumbered any of its rights or responsibilities as the Declarant under the Declaration; and (b) it has the authority to assign all of its rights and responsibilities, if any, under the terms and conditions set forth in the Declaration to BSR-FW.

3. BSR-FW's Assumption. BSR-FW hereby acknowledges the assignment of all of the Declarant's rights, responsibilities and obligations under the Declaration and agrees to assume all of the rights, responsibilities and obligations as created in said Declaration from and after the date hereof.

4. MOB Consent to Assignment. MOB hereby consents to the assignment of the Declarant rights to BSR-FW.

5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Nebraska.

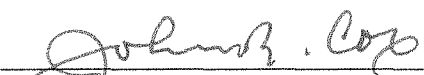
6. Effective Date. This Assignment shall become effective on the date provided above as the Effective Date.

7. Incorporation of Recitals. All of the Recitals set forth in this Assignment so labeled are incorporated into and made a part of this Assignment.

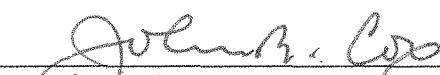
8. Defined Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

MUTUAL OF OMAHA BANK, a federally chartered savings bank

By: 
Name: John R. Cox
Title: Senior Vice President

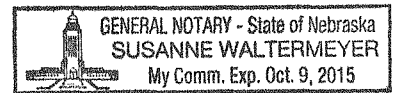
MUTUAL OF OMAHA LOANPRO, LLC,
a Nebraska limited liability company
By: Omaha Financial Holdings, Inc., a Nebraska Corporation,
Its: Sole Member

By: 
Name: John R. Cox
Title: Senior Vice President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of February, 2013,
by John R. Cox, SVP of MUTUAL
OF OMAHA BANK, a federally chartered savings bank, on behalf of the bank.

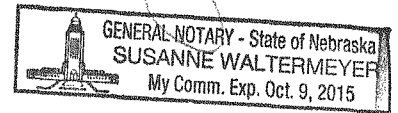
Susanne Waltermeyer
Notary Public



STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of February, 2013,
by John R. Cox, Senior Vice President of Omaha Financial Holdings, Inc., sole member of
MUTUAL OF OMAHA LOANPRO, LLC, a Nebraska limited liability company, on behalf of the
limited liability company.

Susanne Waltermeyer
Notary Public



ACCEPTANCE OF ASSIGNMENT

The undersigned, BSR-FW, LLC, a Nebraska limited liability company, hereby accepts
the Assignment of Declarant Rights.

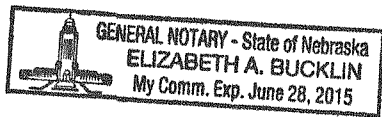
Dated this 15 day of February, 2013.


BSR-FW, LLC, a Nebraska limited liability
company

By: Dennis Van Moorbeek
Name: DENNIS VAN MOORBEEK
Title: MANAGER

STATE OF NEBRASKA)
)s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on February 15, 2013 by Dennis Van Moorleghem, Manager of BSR-FW, LLC, a Nebraska limited liability company, on behalf of the Limited Liability Company. Dennis Van Moorleghem personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.





Notary Public

Exhibit "A"

Lots 46 – 172 and Outlots "B", and "C" Falling Waters, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11945)

Lots 1 – 4, 6, 7, 9 – 13, 15 – 17, 19 - 24, 26, 27 and 30 - 44 Falling Waters Replat One, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11946)

Lots 1, 2, and 3 and Outlot "A", Falling Waters Replat Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11947)

Lots 1 and 2, Falling Waters Replat Three, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11948)

Lots 1 and 2, Falling Water Replat Four, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11949)

Lots 1 and 2, Falling Waters Replat Five, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11950)

Lots 1 and 2, Falling Waters Replat Six, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11951)

Lots 1 and 2, Falling Waters Replat Seven, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11952)

Lots 1 and 2, Falling Waters Replat Eight, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (0C-11953)