



NOTICE OF TERMINATION OF STATUS AS DECLARANT

This Notice of Termination of Status as Declarant ("Termination") is made and entered into as of the ~~30th~~ day of March, 2022 (the "Effective Date"), by CINNAMON CREEK HOMEOWNERS ASSOCIATION (the "Association") acting as Assignee under the Assignment of Declarant Rights, which document had an effective date of March 9, 2015.

RECITALS

WHEREAS, the CINNAMON CREEK LAND CORP. ("Land Corp.") as original Declarant, executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Cinnamon Creek, a subdivision in Douglas County, Nebraska, dated September 8, 1994, and recorded on December 21, 1994, in Book 1136 at Pages 449-458 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "1994 Declaration"), which encumbered Lots 2 through 209, inclusive, in Cinnamon Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Land Corp., as original Declarant, executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Cinnamon Creek 2nd Addition, a subdivision in Douglas County, Nebraska, dated October 9, 1996, and recorded on October 15, 1996, in Book 1190, at Pages 631-641 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "1996 Declaration"), which encumbered Lots 1 through 176, inclusive, in Cinnamon Creek 2nd Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Land Corp., as original Declarant, executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Cinnamon Creek 2nd Addition, a subdivision in Douglas County, Nebraska dated September 24, 1998, and recorded on September 30, 1998, in Book 1265, at Pages 172-181 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "1998 Declaration"), which encumbered Lots 177 through 360, inclusive, in Cinnamon Creek 2nd Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the 1994 Declaration, the 1996 Declaration, and the 1998 Declaration, and any and all amendments to the respective Declarations, are hereinafter collectively referred to as the "Declarations"; and

WHEREAS, the Declarations each state Land Corp., or its successor or assign, may terminate its status as Declarant under each of the Declarations, at any time, by filing a Notice of Termination of Status as Declarant.

WHEREAS, pursuant to the Declarations, upon filing a Notice of Termination of Status as Declarant the Association may appoint itself to serve as "Declarant" under the Declarations and serve as Declarant with the same authority and powers as the original Declarant.

WHEREAS, Land Corp., as original Declarant, executed an Assignment of Declarant Rights dated August 9, 2014, and which was later accepted by the Association and made effective March 9, 2015, (the "Assignment") under which Land Corp. assigned all its rights, obligations, and responsibilities as Declarant under the Declarations to the Association. A true and correct copy of the Assignment is attached hereto as Exhibit A.

NOW, THEREFORE, pursuant to the rights and authorities given the Association by the Assignment, the Association states as follows:

1. Termination of Declarant Rights. Pursuant to the authority granted unto it by the Assignment, the Association hereby executes this Notice of Termination of Status as Declarant and terminates Cinnamon Creek Land Corp.'s status as Declarant under the Declarations.
2. Appointment of Declarant. Pursuant to the authority granted unto it by the Declarations, and subsequent to the termination of declarant rights detailed above, the Association hereby appoints itself Declarant under the Declarations and henceforth the Association shall serve as Declarant with the same authority and powers as the original Declarant in each of the Declarations.
3. Effective Date. This Notice of Termination of Status as Declarant shall become effective on the date it is duly recorded with the Douglas County Register of Deeds.
4. Incorporation of Recitals and Exhibit. All the Recitals set forth in this Notice of Termination of Status as Declarant so labeled, and the Assignment of Declarant Rights attached hereto as Exhibit A, are incorporated into and made a part of this Notice of Termination of Status as Declarant.
5. Defined Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declarations.

IN WITNESS WHEREOF, the Cinnamon Creek Homeowners Association has executed this Notice of Termination of Status as Declarant on the date of the acknowledgment set forth above, to the effective as of the Effective Date.

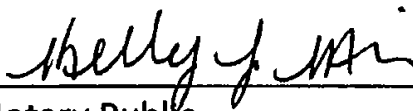
Cinnamon Creek Homeowners Association, a
Nebraska not for profit corporation,

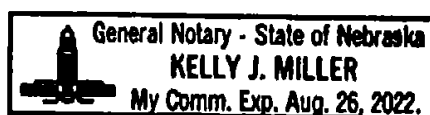


By: Christopher Widseth, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2022, by Christopher Widseth, President of the Cinnamon Creek Homeowners Association, for and on behalf of said entity.



Notary Public

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS ("Assignment") is made and entered into as of the 9th day of August, 2014 (the "Effective Date"), by and between CINNAMON CREEK LAND CORP., a Nebraska corporation ("Assignor"), and CINNAMON CREEK HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation ("Assignee").

RECITALS

WHEREAS, Assignor as Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of a Part of Cinnamon Creek, a subdivision in Douglas County, Nebraska dated September 8, 1994, and recorded on December 21, 1994, in Book 1136, at Pages 449-458 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "1994 Declaration"), which encumbered Lots 2 through 209, inclusive, in Cinnamon Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Assignor as Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Cinnamon Creek 2nd Addition, a subdivision in Douglas County, Nebraska dated October 9, 1996, and recorded on October 15, 1996, in Book 1190, at Pages 631-641, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "1996 Declaration"), which encumbered Lots 1 through 176, inclusive, in Cinnamon Creek 2nd Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Assignor as Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Cinnamon Creek 2nd Addition, a subdivision in Douglas County, Nebraska dated September 24, 1998, and recorded on September 30, 1998,

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

EXHIBIT
A

in Book 1265, at Pages 172-181 of the Miscellaneous Records of the Register of Deeds of Douglas County (the "1998 Declaration"), which encumbered Lots 177 through 360, inclusive, in Cinnamon Creek 2nd Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, the 1994 Declaration, the 1996 Declaration and 1998 Declaration and any and all amendments to the respective Declarations are hereinafter collectively referred to as the "Declarations"; and

WHEREAS, the purpose of the Declarations is to provide for the preservation of the values and amenities of Cinnamon Creek and Cinnamon Creek 2nd Addition, for the maintenance of the character and residential integrity of Cinnamon Creek and Cinnamon Creek 2nd Addition, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Cinnamon Creek and Cinnamon Creek 2nd Addition; and

WHEREAS, pursuant to the Declarations, the Declarant may assign its rights and obligations under said Declarations; and

WHEREAS, Assignor: (a) is still the holder of all the Declarant rights and obligations established in the Declarations; and (b) has not assigned, encumbered or transferred any of its rights as the Declarant or obligations under the Declarations as of the Effective Date; and

WHEREAS, Assignor seeks to assign to Assignee, all of its rights and obligations as Declarant under the Declarations, including, but not limited to, all easement rights, responsibilities and obligations created in the Declarations.

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, Assignor and Assignee agree as follows:

1. Assignment of Declarant Rights. Assignor hereby assigns to Assignee all its rights, obligations and responsibilities as Declarant under the Declarations.

2. Representations of Assignor. Assignor hereby represents and warrants to Assignee that: (a) it has not assigned or encumbered any of its rights or responsibilities as the Declarant under the Declarations; and (b) it has the authority to assign all of its rights and responsibilities as Declarant to Assignee under the terms and conditions set forth in the Declarations.

3. The Assignee's Assumption. Assignee hereby acknowledges the assignment of all of Assignor's rights, responsibilities and obligations as Declarant under the Declarations, and agrees to assume all of the rights, responsibilities and obligations as created in said Declarations and assigned herein.

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

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

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

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

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.

ASSIGNOR:

CINNAMON CREEK LAND CORP., a Nebraska corporation

[Handwritten signature of John C. Allen]

By: _____
John C. Allen, President

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

The foregoing instrument was acknowledged before me this 6th day of August, 2014, by John C. Allen, President of Cinnamon Creek Land Corp., a Nebraska corporation, on behalf of the corporation.



[Handwritten signature of Notary Public]

Notary Public

ACCEPTANCE OF ASSIGNMENT

The undersigned, CINNAMON CREEK HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation ("Assignee") hereby accepts the foregoing Assignment of Declarant Rights.

Dated this 9th day of August, ^{Month 2014} 2014.

CINNAMON CREEK HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation

By: [Signature]
Name: Christopher C. Walsek
Title: President, CCNA

STATE OF NEBRASKA)
 Sarpy) ss.:
COUNTY OF ~~DOUGLAS~~) St

The foregoing instrument was acknowledged before me this 9th day of August, ^{Month 2014} 2014, by Christopher Walsek, _____ of CINNAMON CREEK HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public

