



Return to: Christie Schroff
300 N. 44th St., Suite 116
Lincoln, NE 68503

ASSIGNMENT and ASSUMPTION of Architectural Control Rights
in connection with RESTRICTIVE COVENANTS

This Assignment and Assumption is made by and between **Pioneer Greens, L.L.C.**, a Nebraska limited liability company (the "Owner", as defined in the Covenants), and **Pioneer Greens Office Park Association, Inc.**, a Nebraska nonprofit corporation (the "Association"), with respect to the real estate known as Pioneer Greens Office Park legally described on the Exhibit "A" attached hereto (the "Property") and in connection with Restrictive Covenants recorded with the Lancaster County Register of Deeds July 6, 2001 as Inst. No. 2001-037500, supplemented by First Appendix to Restrictive Covenants recorded October 4, 2002 as Inst. No. 2002-067482 (collectively, the "Covenants").

RECITALS

- A. Owner was the original developer of the Pioneer Greens Office Park.
- B. Article 6 of the Covenants contemplates the transfer of Owner's architectural control rights to the Association after the Property has been developed by construction of buildings on the Lots.
- C. Owner is no longer a titleholder in the Property. By deed filed October 19, 2018 as Inst. No. 2018041752, Owner sold its remaining three (3) lots in the Property and no longer has a direct interest in exercising the architectural control rights and duties held by Owner under the Covenants. Owner intends to dissolve as an entity.
- D. As of this date, only four vacant lots exist within the Property, three of which are owned by to CCN Holdings, LLC, a Nebraska limited liability company ("CCN"). By Agreement filed October 19, 2018 as Inst. No. 2018041751, Owner agreed to cooperate with CCN with regard to the approval of Plans for buildings or improvements to be constructed on the CCN Lots, which Plans ultimately would be transferred to the Association for review and approval. Owner desires to remove itself entirely from the Plan approval process.

- E. Owner desires to quitclaim and assign to the Association all of the Owners' rights and duties as Owner under the Covenants including, but not limited to, the right to review and approve (i) Plans under Article 6, (ii) Sprinkler Systems under Section 7.3, (iii) Landscaping under Section 7.4 and (ii) the right to amend the Use Permit or the Plat of the Property under Section 5.2. Association desires to accept and assume such rights and duties at this time.

NOW THEREFORE, in consideration of and incorporating the foregoing recitals,

1. **Pioneer Greens, L.L.C.** hereby quitclaims and assigns all of its rights and duties as "Owner" under the Covenants to **Pioneer Greens Office Park Association, Inc.**
2. The Association hereby assumes from the Owner, the foregoing rights and duties.
3. The Association hereby acknowledges the waiver and release by Owner of the Option to Repurchase in Section 7.1 of the Covenants. Both the Owner and the Association agree that such Option to Repurchase is not among the rights and duties being assigned hereunder (inasmuch as it has already been released).

This Assignment and Assumption shall become effective on the date it is filed with the Lancaster County, Nebraska Register of Deeds.

****SIGNATURE PAGE FOLLOWS****

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION

Pioneer Greens, L.L.C.

Pioneer Greens Office Park Association, Inc.

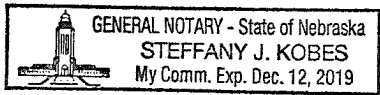
By: A. John Sampson
A. John Sampson, Manager

By: _____
Rob Knaak, President

By: Chris Kidwell
Christopher A. Kidwell, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

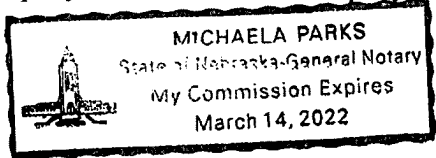
The foregoing instrument was acknowledged before me this 13 day of June, 2019, by A. John Sampson, Manager of Pioneer Greens, L.L.C., a Nebraska limited liability company, on behalf of the company.



Steffany J. Kobes
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of May, 2019, by Christopher A. Kidwell, Manager of Pioneer Greens, L.L.C., a Nebraska limited liability company, on behalf of the company.



Michaela Parks
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Rob Knaak, President of Pioneer Greens Office Park Association, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION

Pioneer Greens, L.L.C.

Pioneer Greens Office Park Association, Inc.

By: _____
A. John Sampson, Manager

By: _____
Rob Knaak, President

By: Chris Kidwell
Christopher A. Kidwell, Manager

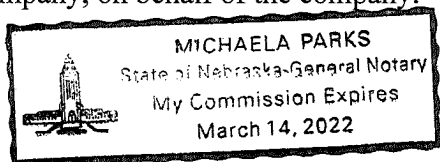
STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by A. John Sampson, Manager of Pioneer Greens, L.L.C., a Nebraska limited liability company, on behalf of the company.

Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

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Michaela Parks
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Rob Knaak, President of Pioneer Greens Office Park Association, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION

Pioneer Greens, L.L.C.

Pioneer Greens Office Park Association, Inc.

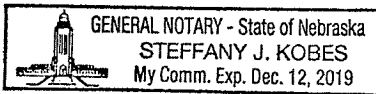
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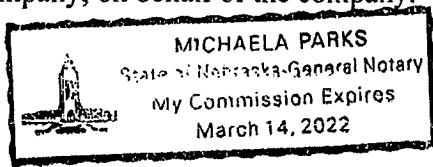
The foregoing instrument was acknowledged before me this 13 day of June, 2019, by A. John Sampson, Manager of Pioneer Greens, L.L.C., a Nebraska limited liability company, on behalf of the company.



Steffany J. Kobes
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

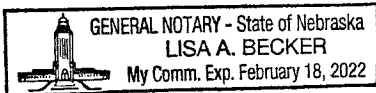
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Michaela Parks
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 14 day of June, 2019, by Rob Knaak, President of Pioneer Greens Office Park Association, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.



Lisa A. Becker
Notary Public

Exhibit "A"

Legal Description of Property

*In the Restrictive Covenants filed as Inst. No. 2001-037500
(all in Lincoln, Lancaster County, Nebraska):*

Lots 1 – 7 and Lots 11 – 13, Pioneer Greens 1st Addition
Lots 1 – 4, Pioneer Greens 5th Addition,
Outlot "A", Pioneer Greens 5th Addition

INDEX ON BELOW LEGALS ONLY:

As presently platted (all in Lincoln, Lancaster County, Nebraska):

no P10000 no P106R6 no P106R7 no P106R8	no P106R7 no P106R5 no P106R6 no P106R7 no P106R8	no P106R7 no P106R5 no P106R6 no P106R7 no P106R8	no P106R7 no P106R5 no P106R6 no P106R7 no P106R8
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Lot 2, Pioneer Greens 1st Addition
Lot 11, Pioneer Greens 1st Addition
Lots 1 – 3, Pioneer Greens 5th Addition
Lighthouse Condominium, Unit A
Lighthouse Condominium, Unit B
Lot 1, Pioneer Greens 6th Addition
Lots 1 - 5, Pioneer Greens 7th Addition
Lot 1, Pioneer Greens 8th Addition
Pioneer Pond Condominium, Unit A
Pioneer Pond Condominium, Unit B
Outlot "A", Pioneer Greens 8th Addition