

Counter SLP
Verify ✓
D.E. M
Proof ✓
Film ✓
Mat ✓
Fee # 2100
Ck Cash Crd

75-62137
INSTRUMENT NUMBER
95-602137
95 FEB 22 PM 2:09
Glenn J. ...
REGISTER OF DEEDS

AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF CINNAMON ACRES, CINNAMON ACRES REPLAT, AND
CINNAMON ACRES REPLAT II,
SUBDIVISIONS IN SARPY COUNTY, NEBRASKA

JANUARY 28, 1995

602137

13-0215771
January 28, 1995

**AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF CINNAMON ACRES, CINNAMON ACRES REPLAT, AND
CINNAMON ACRES REPLAT II, SUBDIVISIONS
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by at least 75% of the owners of residential lots in the Cinnamon Acres Subdivision, 75% of owners of residential lots in the Cinnamon Acres Replat Subdivision, and 75% of owners of residential lots in the Cinnamon Acres Replat II Subdivision, hereinafter collectively referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of 75% of the residential lots located within Sarpy County, Nebraska and described as follows:

Lots 3-7, 8A, 8B, 9-23, 24A, 24B, 28-41, 44, & 45 of Cinnamon Acres, and

Lots 1-37 of Cinnamon Acres Replat, and

Lots 1-5 of Cinnamon Acres Replat II.

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

The Declarant desires to (i) provide for the preservation of the values and amenities, (ii) for the maintenance of the character and residential integrity, (iii) and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Cinnamon Acres, Cinnamon Acres Replat, and Cinnamon Acres Replat II.

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, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or

January 28, 1995

any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLES I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a park, or for other non-profit use.

2. No residence, accessory building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, tree house, pool house, antenna satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill 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 have been approved by Cinnamon Acres Architectural Review Committee as follows:

A. An owner desiring to erect an Improvement shall deliver one set of construction plans, landscaping plans and plot plans to the Cinnamon Acres Architectural Committee (herein collectively referred to as the "plans"). The construction plans shall include at least four (4) exterior elevations, floor plan, foundation plan, and square footage. Such plans shall include a description type, color and use of materials proposed for the exterior of such Improvement. Landscaping plans need not be submitted with the the construction and plot plans, but must be submitted prior to landscaping improvements. Concurrent with submission of the plans, Owner shall notify the the Cinnamon Acres Architectural Committee of the Owner's mailing address.

B. The Cinnamon Acres Architectural Review Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by the Cinnamon Acres Architectural Review Committee. In this regard, the Cinnamon Acres Architectural Review Committee intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Cinnamon Acres Architectural Review Committee to promote development of the Lots and to protect the values,

January 28, 1995

character and residential quality of all Lots. If the Cinnamon Acres Architectural Review Committee 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, the Cinnamon Acres Architectural Review Committee may refuse approval of the proposed Improvement.

C. Written Notice of any approval or disapproval of 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 approximately thirty (30) days after the date of submission of the plans.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Cinnamon Acres Architectural Review Committee, or to control, direct or influence the acts of the Cinnamon Acres Architectural Review Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Cinnamon Acres Architectural Review Committee by virtue of the authority granted to Cinnamon Acres Architectural Review Committee in this Section, or as a result of any act or failure to act by the Cinnamon Acres Architectural Review Committee with respect to any proposed Improvement.

E. All accessory buildings shall be harmonious and compatible with the subdivision. The size of any accessory building shall not exceed 1,800 square feet except for a metal building which shall be limited to the size of a single car garage (300 square feet maximum). Metal buildings shall be constructed of roofing and siding that has factory applied paint. The construction of the residence must be started prior to the erection of any outbuildings. Blueprints, plot plan, and material lists must be submitted to the architectural committee for review, and written approval by the architectural committee must be granted prior to the commencement of any construction. The use of any accessory building shall be "personal" in nature and not related to an commercial activity, and must comply with any local, county, or city jurisdiction. Outbuildings must be completed within a period of six (6) months after start of construction.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height excluding basement. All houses must face the street unless approved otherwise by the Cinnamon Acres Architectural Review Committee. The

75-02370

January 28, 1995

computation of living area shall be exclusive of porches, breezeways, and garages. The minimum dwelling size shall be as follows:

A. For a ranch style (one level) or split-entry home, the ground floor (or main level) shall contain not less than 2000 square feet of finished living area.

B. A split-level shall contain not less than 2000 square feet of finished living area, and a tri-level, or multilevel home, the top 3 levels shall contain a total of not less than 2400 square feet of finished living area.

C. For a 1 1/2 or 2 story home the total finished living area for 1st and 2nd floor shall contain not less than 2500 square feet.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, stone, or other material approved by the Cinnamon Acres Architectural Committee. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, asphalt, brick, or paving stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Unless other materials are specifically approved by the Cinnamon Acres Architectural Review Committee, the types of roofing material that may be used on houses include tile, wood, asphalt, fiberglass, wood fiber (e.g., Masonite's Woodruff). Roofing material not to be used include metal, plastic, or rolled roofing.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot and/or house as "For Sale". Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by the developer of the Subdivisions, its agents or assigns, during the construction and sale of the Lots.

6. No exterior radio or microwave antenna or towers are allowed. Television satellite discs are allowed but size and location must be approved by the Cinnamon Acres Architectural Committee.

7. No visible outside repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. Overnight on-street parking of any vehicles is prohibited. No unused building material, junk or rubbish shall

75-02137E

January 28, 1995

be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of Sarpy County, Nebraska.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or other container shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or collected lawn cuttings shall be deposited on any street, road, or Lot with the exception of compost piles or as a mulch. Produce or vegetable gardens may only be maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No building or part of a building, residence, or accessory building shall be located on any lot nearer than seventy (70) feet to the front lot line, thirty (30) feet to a side lot line, and one hundred (100) feet to the rear lot line. Any lot that cannot accommodate the minimum front and back setbacks can apply for a variance when the plans and plot plans are submitted to the Cinnamon Acres Architectural Committee.

12. Not less than five (5) ornamental or deciduous shade trees must be planted on each lot in front of the front building line of any residence within 1 year after excavation for footings and thereafter maintained in good growing condition and replaced as necessary. Existing trees on lots cannot be removed without written permission from the Cinnamon Acres Architectural Committee.

13. Construction of a residence shall be started within three (3) years from the date of lot purchase. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement.

January 28, 1995

14. No wire, barbed wire, permanent snow fence, or stockade fence of any type shall be permitted, however, decorative fencing not over 4 feet high, such as split-rail type fencing shall be permitted. Chain link fencing will be allowed behind the back line of the residence. Privacy and safety fencing for swimming pool must be submitted and approved by the Cinnamon Acres Architectural Committee.

15. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for dog houses. Dog houses shall only be allowed at the rear of the residence. No livestock or agricultural-type animals shall be allowed.

16. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

17. No lot shall be reduced from its original size without the written approval of the owners of at least 75% of the lots in the subdivision.

18. No structure of a temporary character, carport, trailer, basement, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Subdivision to any Lot without the written approval of the Cinnamon Acres Architectural Review Committee.

19. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

ARTICLE II
HOMEOWNERS' ASSOCIATION

1. The Association. The Cinnamon Acres Homeowners Association has been formed as a non-profit corporation under the laws of the State of Nebraska (the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the

January 28, 1995

Members. Common Facilities may include, but not necessarily be limited to, a community well and potable water distribution system, recreational facilities such as playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; street lighting; and signs and entrances for the Subdivision. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Subdivisions; and the protection and maintenance of the residential character of the Subdivision.

2. Membership and Voting. The Cinnamon Acres Subdivision is divided into forty (40) separate lots, the Cinnamon Acres Replat Subdivision is divided into thirty-seven (37) separate lots, and the Cinnamon Acres Replat II Subdivision is divided into five (5) separate lots (referred to collectively as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit 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:

January 28, 1995

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities within the Subdivisions, and the enforcement of the rules and regulations relating to the Common Facilities within the Subdivisions. All acquisitions by the Board of Directors shall obtain the approval of seventy-five percent of the Members of the Association.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within the Subdivisions.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.

E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may

January 28, 1995

be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Developer.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Annual Waiver of Board of Director's Dues. With the approval of seventy-five percent of the Members of the Association, payment of dues, exclusive of any other

January 28, 1995

assessments, shall be waived for the Board of Directors. The above stated waiver of dues shall remain in effect during the tenure of each Board of Director not to exceed twelve (12) months. The Members of the Association shall be required to reauthorize the waiver of dues by vote on an annual basis.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

11. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may increase dues and/or assessments in excess of the maximums established in this Declaration. Dues are established at \$25.00 per month per lot.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5 above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of nine percent (9%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

January 28, 1995

15. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West Communications, Peoples Natural Gas, to the licensed operator of the Subdivisions 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, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service 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 (5) foot wide strip of land abutting the side boundary lines of the Lots; an sixteen (16) foot wide strip of land abutting the rear boundary lines of the Lots, a ten (10) foot wide strip of land abutting the front boundary lines of the Lots.

ARTICLE V.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Board of Directors, the Board of Directors 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 either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Board of Directors 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. 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.

January 28, 1995

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28 day of January, 1995.

CINNAMON ACRES SUBDIVISION

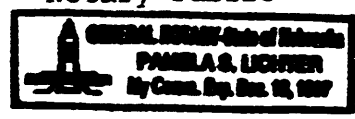
STATE OF NEBRASKA) 1
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Lou Nowaczyk #84
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



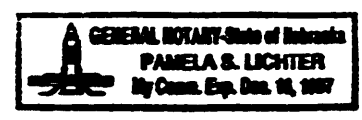
STATE OF NEBRASKA) 2
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Vicki Wagner #7
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

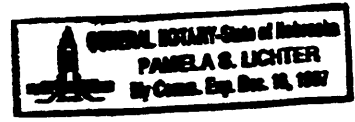
3

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Michael O. Taylor 15
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

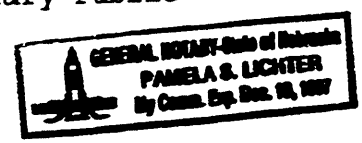
4

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

James B. W. Schwick # 32
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

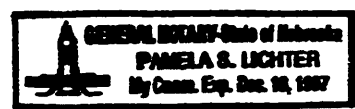
5

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Robert Riff Lot #5
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

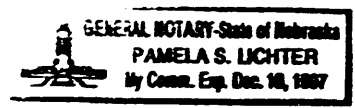
6

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Mark Zark #39
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

7

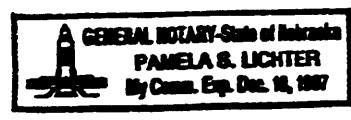
STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Russell Hurling 14
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



8

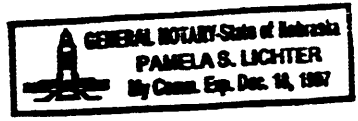
STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Dennis W. Spauld 18
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

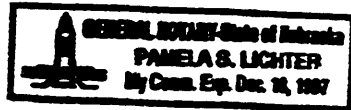
9

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Michael J. Crowl #17
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

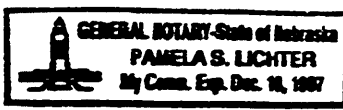
10

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

41 William J. Novak
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

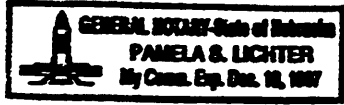
11

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Randy Seely OE
Owner Lot # _____

Owner Lot # _____

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

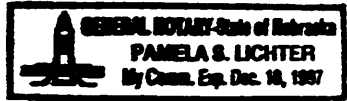
12

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

20 ~~_____~~ Daniel J. Hellegras
Owner Lot # _____

20 ~~_____~~ Gary S. Gypse
Owner Lot # _____

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

SS.

13

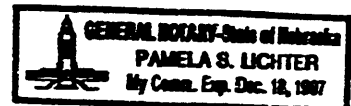
The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

William A. Lowndes #9

Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
)
COUNTY OF SARPY)

SS.

14

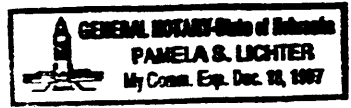
The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

J. A. [Signature] #22

Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

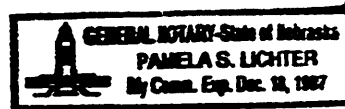
15

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

William G. Stutz #3
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

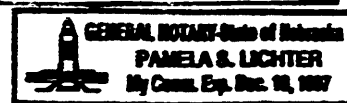
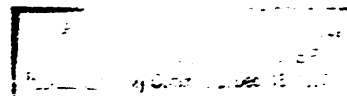
16

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

William G. Stutz #37
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

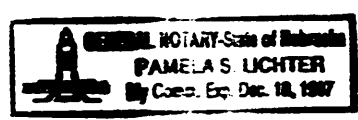
17

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Pam But #36
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

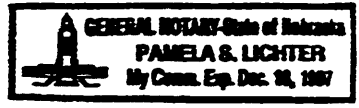
18

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Mary Ann Pedersen Kircus Lot 24A
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

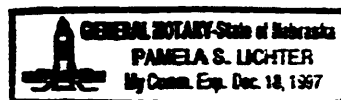
STATE OF NEBRASKA)
) SS. 19
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Cheryl Conway Lot #11
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



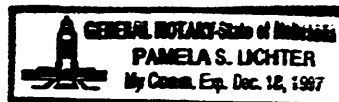
STATE OF NEBRASKA)
) SS. 20
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

D. Joe Pulson 44, + 24B
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



CINNAMON ACRES SUBDIVISION

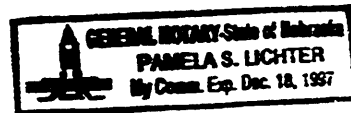
STATE OF NEBRASKA) 21
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

45 Sarpy 26th
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



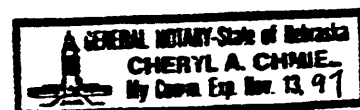
STATE OF NEBRASKA) 22
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

James P. Mairath lot 23
Owner Lot #

Owner Lot #

Cheryl A. Chmiel
Notary Public



CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

23

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Dan M. Coy
Owner Lot # 33

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

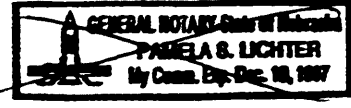
24

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Dan M. Coy
Owner Lot # 33

Owner Lot #

Notary Public



95-22137 X

CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

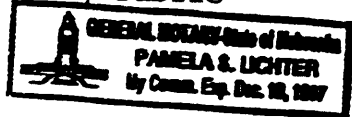
33

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Paul R. Clins 38
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

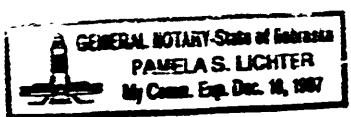
34

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Paul R. Bergstedt #34
Owner Lot #

Owner Lot #

Pamela S. Lichter
Notary Public



IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28 day of January, 1995.

CINNAMON ACRES REPLAT

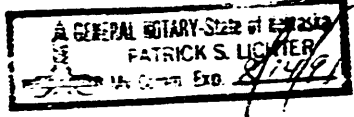
STATE OF NEBRASKA) 1
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

[Signature]
Owner Lot # 37

Owner Lot #

[Signature]
Notary Public



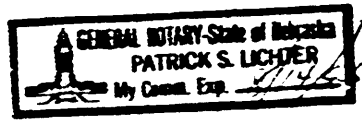
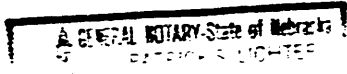
STATE OF NEBRASKA) 2
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

[Signature]
Owner Lot # 15R

Owner Lot #

[Signature]
Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

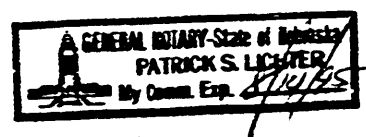
STATE OF NEBRASKA)
) SS. 3
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

John A. Wynn
Owner Lot # 21K

Owner Lot #

Patrick S. Lichter
Notary Public



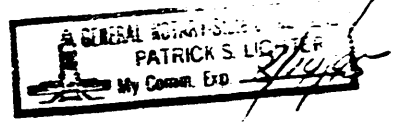
STATE OF NEBRASKA)
) SS. 4
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Paul Luke 35K
Owner Lot #

Owner Lot #

Patrick S. Lichter
Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

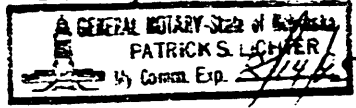
5

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

6R Lisa M Kennedy
Owner Lot #

Owner Lot #

Patrick S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

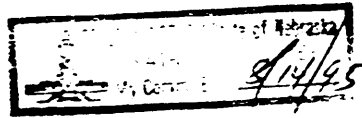
6

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

A. M. P. Henry TR
Owner Lot #

Owner Lot #

Patrick S. Lichter
Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

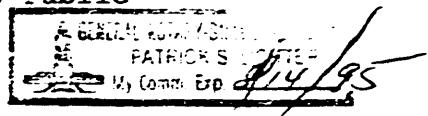
STATE OF NEBRASKA) 7
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Linda C. McGuire #13R
Owner Lot #

Owner Lot #

Patrick S. Hepler
Notary Public

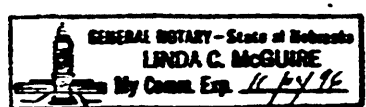


STATE OF NEBRASKA) 8
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Patrick S. Hepler
Owner Lot # 4R

Owner Lot #



Linda C. McGuire
Notary Public

CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

9

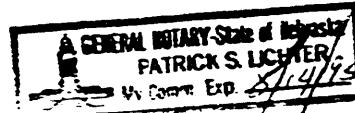
The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Donald H. High 19R

Owner Lot #

Owner Lot #

Patrick S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

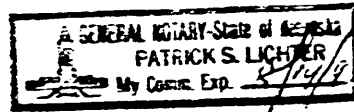
10

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Kristi Roper
Owner Lot #

20R
Owner Lot #

Patrick S. Lichter
Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

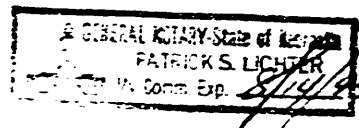
11

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Claudia J. J. [Signature]
Owner Lot #

19R
Owner Lot #

[Signature]
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

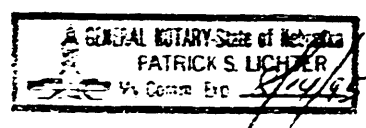
12

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Rich [Signature] 1R
Owner Lot #

Owner Lot #

[Signature]
Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

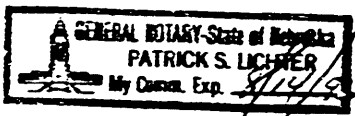
13

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Kristi Omar 29R
Owner Lot #

Owner Lot #

Patrick S. Lichter
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

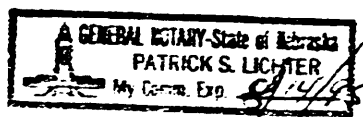
14

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Pat Martinez 24R
Owner Lot #

Owner Lot #

Patrick S. Lichter
Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

15

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Robert F. Fink 11R
Owner Lot #

Owner Lot #

Patrick S. Lyster
Notary Public

1/28/95

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

16

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Mark Kinser 26R
Owner Lot #

Owner Lot #

Patrick S. Lyster
Notary Public

1/28/95

75-02137 Ag

CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
COUNTY OF SARPY) SS.

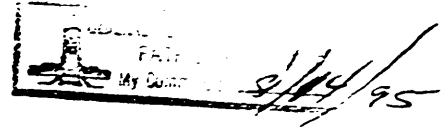
17

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

David Orrell CR
Owner Lot #

Owner Lot #

Patricia S. Hecker
Notary Public



STATE OF NEBRASKA)
COUNTY OF SARPY) SS.

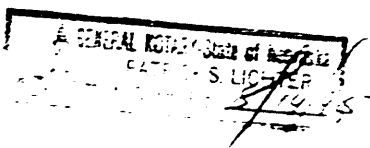
18

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

D. Gene Ruland
Owner Lot #

22, 23, 25, 27, 28, 32, 33, 34, 5, 8, 9, 12
Owner Lot #

Patricia S. Hecker
Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

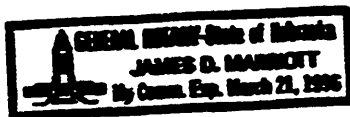
STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

15

The foregoing instrument was acknowledged before me this day of **30** January, 1995, by:

Michael E. Pardon Lot # 30
Owner Lot #

Owner Lot #



James D. Marriott
Notary Public

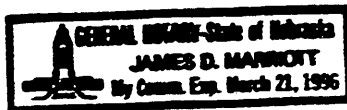
STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

16

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Jim Baker # 40
Owner Lot #

Owner Lot #



James D. Marriott
Notary Public

CINNAMON ACRES REPLAT SUBDIVISION

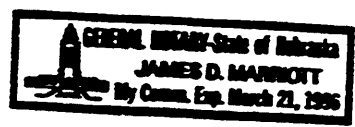
STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

17

The foregoing instrument was acknowledged before me this day of ~~30~~ January, 1995, by:

6 Le, Bill
Owner Lot # _____

Owner Lot # _____



James D. Marriott
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

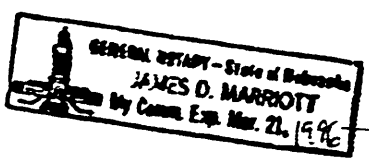
18

The foregoing instrument was acknowledged before me this day of ~~28~~ January, 1995, by:

~~12th February~~ Bill & Judy
Owner Lot # _____

(LOT 2,
C.A. REPLAT II)

Owner Lot # _____



James D. Marriott
Notary Public

75-02137A

CINNAMON ACRES REPLAT SUBDIVISION

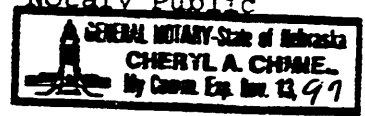
STATE OF NEBRASKA)
) SS. 19
 COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

James Mairitt PROXY HOLDER FOR SKIP &
 Owner Lot # BONNIE ENGLE, LOT 19

Owner Lot # _____

Cheryl A. Chmiel
 Notary Public



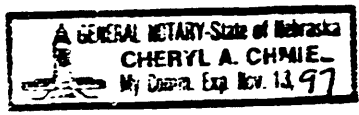
STATE OF NEBRASKA)
) SS. 20
 COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

James P. Mairitt PROXY HOLDER FOR PAT &
 Owner Lot # JANIE VIDOND, LOT

Owner Lot # _____

Cheryl A. Chmiel
 Notary Public



CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

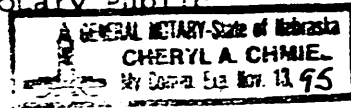
21

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

James Marriott, proxy holder for Bill & Jody Smythe, lot
Owner Lot # _____

Owner Lot # _____

C Cheryl A. Chmie
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

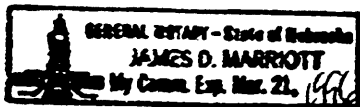
22

The foregoing instrument was acknowledged before me this day of ~~28 January~~, 1995, by:

12 FEBRUARY Jim
Donald R. Baker, SR

Owner Lot # _____

Owner Lot # _____



James D. Marriott
Notary Public

95-02137A1

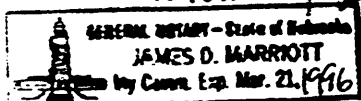
CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

23

The foregoing instrument was acknowledged before me this day
of ~~28 January~~, 1995, by:

11 FEBRUARY 1995



W. Schuman Lot 12
Owner Lot #

Owner Lot #

James D. Marriott
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

24

The foregoing instrument was acknowledged before me this day
of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

95-02137 (111)

CINNAMON ACRES REPLAT SUBDIVISION

25

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day
of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

26

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day
of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

95-02137 A0

CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

29

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

30

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

95-02137A

CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

31

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

32

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

95-02137 H7

CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

33

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

34

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

CINNAMON ACRES REPLAT SUBDIVISION

STATE OF NEBRASKA)
) SS. 35
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

STATE OF NEBRASKA)
) SS. 36
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Owner Lot #

Owner Lot #

Notary Public

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28 day of January, 1995.

CINNAMON ACRES REPLAT II

STATE OF NEBRASKA) 1
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

1 Roy Green R.
Owner Lot #

Owner Lot #

Patrick S. Lichter
Notary Public
A GENERAL NOTARY-STATE OF NEBRASKA
PATRICK S. LICHTER
My Comm. Exp. 1/14/95

STATE OF NEBRASKA) 2
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

D. Joe Rulvick
Owner Lot #

3, 4, 5
Owner Lot #

Patrick S. Lichter
Notary Public
A GENERAL NOTARY-STATE OF NEBRASKA
PATRICK S. LICHTER
My Comm. Exp. 1/14/95