

**AMENDED AND RESTATED DECLARATON 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
AMENDED FEBRUARY 16, 2001**

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 the owners of the 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 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:

ARTICLE 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 Review 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 construction and plot plans, but must be submitted prior to landscaping improvements. Concurrent with submission of the plans, Owner shall notify the Cinnamon Acres Architectural Review Committee of the Owners’ mailing address.
 - B. The Cinnamon Acres Architectural Review Committee shall review such plans in relation to the type and exterior of improvements constructed, or approve 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 as a 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, 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 the 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 building 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 care 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 Cinnamon Acres Architectural Review Committee for review, and written approval by the Cinnamon Acres Architectural Review 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 any 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 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 2,000 square feet of finished living area.

- B. A split-level shall contain not less than 2,000 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 2,400 square feet of finished living area.
 - C. For a 1 ½ or a 2 story home the total finished living area for 1st and 2nd floor shall contain not less than 2,500 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 Review 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 Review 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 an 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 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 semi tractors/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 the 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 Review 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 Review Committee.
13. Construction of a residence shall be started within three (3) years from the date of the 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.
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 a swimming pool must be submitted and approved by Cinnamon Acres Architectural Review 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 Lots, 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
20. The Cinnamon Acres Architectural Review Committee shall be composed of the Directors of the Cinnamon Acres Homeowners Association, as the same may, from time to time, be constituted.

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, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the 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 non-dedicated roads, paths 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”). [duplicate of “preliminary stmt”] The “Owner” of each Lot shall be a member of the 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 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 under a land contract or similar instruments shall be considered to be the “Owner” of the Lot for purposes of this Declaration. Except as restricted below, the vote on behalf of a Member shall be in person or by written proxy by the record Owner of fee simple title thereof. If the “Owner” of fee simple title to a Lot is a corporation, partnership, limited liability company, or trust, or other entity, then the vote allocated to that entity shall be cast by the person designated therefore by a majority of members of the Association, and shall be filed with the Secretary of the Association. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that person shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners of a Lot is present at a meeting, then the vote allocated to that Lot may only be cast in accordance with the written agreement of a majority of the multiple Owners.

In the event that a Member is delinquent in the payment of any assessment or dues to the Association under these Covenants prior to the time of any meeting or informal action of the Members, then the voting privileges of that Member shall be suspended by the Board

of Directors, in accordance with Neb. Rev. Stat. §21-1947, as amended, until all assessments or dues allocated to that Lot are brought current. Prior to the suspension of voting privileges of any Member, the Board of Directors shall: 1) provide written notice by first class or certified mail to the Member at its last known address as shown on the corporation's records at least fifteen (15) days prior to the suspension to the Member, stating the reason therefore; and, (2) provide an opportunity for the Member to be heard, orally or in writing, by the Board of Directors not less than five (5) days before the meeting or time for informal action as to the reasons supporting the Member's refusal to pay such assessments or dues. The suspension of voting privileges shall be in addition to and cumulative of any other remedies provided in the Covenants for the non-payment of dues and assessments.

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:
 - 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 (75%) 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 the 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 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, cost and reasonable attorney’s 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 attorney 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 (75%) of the Members of the Association, payment of dues, exclusive of any other 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 (75%) 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 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 the 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 on Nonpayment of Assessments-Remedies of the Association. In addition to the suspension of Member voting privileges, as set forth in Article II, Section 2 of the Covenants, any installment of dues or assessments 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.

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 III – omitted intentionally, and reserved for future use.

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 Subdivision's 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; a 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 provision 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.

**BYLAWS
OF CINNAMON ACRES HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I – Offices

The principal office of the corporation shall be located within Sarpy County, State of Nebraska.

ARTICLE II – Members

Section I. Annual Meeting: The annual meeting of the members shall be held on the second Saturday of the month of January in each year, beginning in the year 1995, at the hour of ten o'clock a.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Nebraska, such meeting shall be held on the following Saturday. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as may be convenient.

Section 2. Special Meetings: Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-tenth of the outstanding interests of the corporation entitled to vote at the meeting.

Section 3. Place of Meeting: The Board of Directors may designate any place, within Sarpy or Douglas Counties in the State of Nebraska, as the place of meeting for any annual meeting or any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting shall designate only a place within Sarpy or Douglas Counties, State of Nebraska, as the place for the holding of such meeting.

Section 4. Notice of Meeting: Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten, nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the membership interest books of the corporation, with postage prepaid.

Section 5. Quorum: A majority of the outstanding interests of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If

less than a majority of the outstanding interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6. Proxies: At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly-authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting Interests: Subject to the suspension of voting privileges contained in Article II, Section 2, of the Amended Covenants of the Cinnamon Acres, Cinnamon Acres Replat, and Cinnamon Acres Replat II Subdivisions (hereinafter the "Amended Covenants") dated January 2001, which are incorporated herein by this reference, and Article II, Section 8, of the Bylaws of the Cinnamon Acres Homeowners Association, Inc., each outstanding interest entitled to vote shall be entitled to one vote on each matter submitted to a vote at a meeting of the members.

Section 8. No Cumulative Voting: At such elections for Directors, every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of interests owned by him, or her, for as many persons as there are Directors to be elected and for whose elections he has a right to vote, and shall not be allowed to cumulate his votes by giving one candidate as many votes as the number of such Directors multiplied by the number of his interests shall be equal, nor by distributing such votes on the same principle among any number of candidates.

Section 9. Informal Action by Members: Any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting by members whose voting privileges have not been suspended, as provided in Article II, Section 2, of the Amended Covenants, if a consent, in writing, setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 10. Members and Outstanding Interests:

The Owner of each lot in the Cinnamon Acres Subdivision ("Subdivision") shall be a Member of this Association. For purposes of these Bylaws, 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 lots 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 these Bylaws. Membership shall be appurtenant to ownership of each lot. Each Member of the Association shall have one outstanding interest of every lot in the Subdivision of which he is an Owner.

ARTICLE III – Board of Directors

Section 1. General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications: section substituted 2-16-01 The number of Directors of the corporation shall be five (5). In the election held at the annual meeting of the members of the Association in January 2001, there shall be elected two (2) Directors for a term of (2) years, and three (3) Directors for a term of one (1) year. Thereafter, their respective successors shall be elected for a term of two (2) years in the election held at the annual meeting called immediately prior to the expiration of their respective terms. Each Director shall hold offices until his successor shall have been elected and qualified. Directors must be voting members of the corporation at all times during their term of office.

Section 3. Regular Meetings: A regular meeting of the Board of Directors shall be held with or without notice as prescribed by these Bylaws. The Board of Directors may provide, by resolution, the time and place, within Sarpy or Douglas County in the State of Nebraska, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings: Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix a place, within Sarpy or Douglas County in the State of Nebraska, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. Notice: Written or verbal notice stating the place, day and hour of the meeting shall be delivered not less than twenty-four (24) hours before the date of the meeting, either personally or may mail, by or at the direction of the President, the Secretary or the Officer or person calling the meeting, to each Director. Notice of any special meeting shall be given not less than twenty-four (24) hours previous thereto by written notice delivered personally, or mailed to each Director, at his business/home address or by facsimile. If mailed, notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile, such notice shall be deemed to be delivered on the date of transmission of such facsimile. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be

transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum: A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of the business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting: The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Vacancies: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purposes

Section 9. Removal and Resignation: The members may at any meeting called for that purpose, by a majority vote, remove any Director from office.

Section 10. Compensation: By resolution of the Board of Directors, the Directors may be paid the expenses, if any, that may occur outside regular meetings, i.e. court appearances, depositions, etc.

Section 11. Informal Action by the Board of Directors: Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same effect as a unanimous vote. The consent may be executed by the Directors in counterparts.

ARTICLE IV – Officers

Section 1. Number: The Officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by the members in the manner provided in Article II Section 8 pertaining to election of directors

Section 2. Election and Term of Office: The officers of the corporation will be elected by the members of the Association. The term of their office shall be as follows: in the election held at the annual meeting of members of the Association in January 2001, a President and a Treasurer shall be elected for a term of two (2) years each, and a Vice President and a Secretary for a term of one (1) year each. Thereafter, their respective successors shall be elected for a term of two (2) years in the election held at the annual meeting of the members called immediately

prior to the expiration of their respective term. Each Officer shall hold office until the expiration of his/her term and until his/her successor shall have been elected and qualified. Officers must be voting members of the corporation at all times during their term of office.

Section 3. Removal: Any Officer may be removed by the members, by a majority vote, whenever in its judgment, the best interests of the corporation would be served.

Section 4. Vacancies: A vacancy in an office because of death, resignation, removal, disqualification or otherwise, may be filled the Board of Directors for the unexpired portion of the term.

Section 5. President: The President shall be the principal executive Officer of the corporation and subject to the control of the Board of Directors, and shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and the Board of Directors. He may sign, with the Secretary or any other proper Officer of the corporation thereunto authorized by the Board of Directors, certificates for interest of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform such other duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President: In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. Secretary: The Secretary shall: (a) keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provision of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member which has been furnished to the Secretary by such member; (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 8. Treasurer: The Treasurer shall: (a) have charge of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provision of Article V of these Bylaws; and c) in general, perform all of the duties

incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

ARTICLE V – Contracts, Loans, Checks and Deposits

Section 1. Contracts: The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the members. Such authority may be general or confined to a specific instance.

Section 3. Checks, Drafts, Etc.: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such Officer or Officers of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI – Waiver of Notice

Whenever any notice is required to be given to any member or Director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the laws of the State of Nebraska, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VII – Amendments

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by a majority vote of the members at any regular or special meeting of the members.

ARTICLE VIII – Miscellaneous

Section 1. Captions: All captions, headings or titles in the Articles or Sections of these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular Articles or Sections to which they apply, or the intent of any provision thereof.

Section 2. Gender: The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 3. Financial Audit Committee: A Financial Audit Committee shall be formed at each annual meeting of the members. The Committee shall consist of, at a minimum, three members and no more than one of the Board of Directors. The Committee shall review the Association's finances and prepare an appropriate Financial Audit Committee Report. The Financial Audit Committee Report shall be delivered either personally or by mail to each member of record of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the membership interest books of the corporation, with postage prepaid.

Section 4. Indemnification: The corporation shall indemnify any person who was or is in party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a director or and officer, or is or was serving at the request of the corporation as a director or officer, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in good faith and in a manner reasonably believed to be in or not oppose to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 5. Authorization in Indemnification: Any indemnification under this Article shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 4 of this Article VIII. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or if such a quorum is not obtainable, then, by independent legal counsel in a written opinion, or by the members as the case may be.

Section 6. Nonexclusive Indemnification: The indemnification provided hereby shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of members or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

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