

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF THE VILLAS AT TUSCAN RIDGE**

THIS DECLARATION, made on the date hereinafter set forth by SNGF DEVELOPMENT, L.L.C., a Nebraska limited liability company, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Pacific Street West Replat One, the County of Douglas, State of Nebraska, which is more particularly described as:

Lots 1 - 20, inclusive, all in PACIFIC STREET WEST REPLAT ONE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

NOW THEREFORE, Declarant hereby declares that all of the properties described above, and any additions thereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. “Association” shall mean and refer to The Villas at Tuscan Ridge Homeowners Association, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and excluding such properties that are hereafter be detached from jurisdiction of the Association by amendment to this Declaration.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. “Declarant” shall mean and refer to SNGF DEVELOPMENT, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. on June 1, 2014.

ARTICLE III
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges as hereinafter provided, as such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and of the homes situated upon the Properties, including exterior maintenance as provided hereinafter and maintenance of any common area owned by or controlled by easement in favor of the Association or with the permission of any owner that is a public entity, including but not limited to landscape easements as provided in Article IX and any landscape easement granted to the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Six Hundred Eighty dollars (\$1,680.00) per Lot, payable monthly in advance. For the purposes of determining the amount of the maximum annual assessment, any assessments or charges levied pursuant to Article III, Section 7 and/or Article IV, Section 2 shall not be included.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-

thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. 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 duties performed by the Association on the Lots or on any Common Area and/or Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Five Hundred and NO/ 100 Dollars (\$500.00) per Lot.

Section 5. Excess Dues and Assessments. With the approval of seventy-five percent of the votes of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

Section 6. Notice and Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Except as provided for in Article III, Section 7 and Article IV, Section 2, or elsewhere in this Declaration, annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis, as may be established by the Board.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots at the sole discretion of the Board. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The assessments may be collected on a monthly or other periodic basis by the Association. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 9. Assessments: Apportionment. Assessments shall be paid pro-rata by the owners of all Lots based upon the total number of Lots, however, vacant lots and lots for which a certificate of occupancy has not been issued shall not be assessed but shall be maintained by the owners. Assessments may be apportioned against Lots where inordinate wear, tear and/or damage occurs to the items to be maintained by the Association due to the fault or negligence of a Lot owner.

Section 10. Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association or a designated agent of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the rate of sixteen (16%) percent per annum or the maximum rate of interest allowable by law, whichever is less. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally

obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such Owner's Lot.

Section 12. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have sole responsibility to collect all assessments due.

ARTICLE IV **Exterior Maintenance**

The Association may provide exterior maintenance upon each Lot, subject to guidelines set forth by the Association, as set forth hereinafter.

Section 1. Assessments levied against each Lot, as defined in Article I, Section 4, may be assessed for, but not limited to, the following:

- (a) Care and maintenance of lawns, to include regular mowing and application of chemical herbicides and fertilizer, as necessary. The Owner is responsible for all trees, shrubs, or other landscaping on the Owner's Lot that are not included within any easement granted to the Association. The Owner is responsible for replacement of all dead landscaping improvements after the Builder's warranty period expires and, if the Owner fails to do so within a reasonable time, the owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner at the time of replacement and the Owner shall reimburse the Association on demand.
- (b) Oversight for spring turn-on and fall turn-off of underground watering systems with exterior irrigation clocks, except that it shall remain the Owner's sole responsibility to maintain and operate the underground watering system on Owner's Lot, including but not limited to turning off such system and clearing the pipes of such system during periods in which freezing temperatures may occur, and Owner shall remain liable for any damage caused to such system by a failure to maintain the same. Irrigation clocks shall be installed on the exterior of the home to facilitate control of said system as the Association deems necessary;
- (c) Providing trash pickup service for each Lot no less often than weekly until annexed by the City of Omaha;
- (d) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Lot for snows of at least two (2") inches;

- (e) Care and maintenance of any common areas designated by Declarant, and landscaping within the landscaping easements reserved in favor of the Association on Lots as defined in Article IX;
- (f) Exterior window washing not more than twice a year; and
- (g) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Association.

Section 2. With the exception of improvements to any Common Area and any duties undertaken pursuant to section 1 of this Article, the Association shall have no duty to repair, replace or maintain any concrete surfaces, buildings, systems, fences or other improvements to the Properties, but may, at its discretion, in the event that any Owner of any Lot in the Properties has not maintained, replaced or kept repaired the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to maintain, repair (including painting), restore and replace the Lot and the exterior of the buildings and any other improvements erected thereon, including, but not limited to any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers, and cooling units for air condition systems which have not been so maintained, repaired or replaced. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE V
Architectural Control

No fence shall be commenced, erected or maintained upon the Properties, except fences erected by or approved in writing by the Declarant which shall be limited to landscaping fencing to enclose courtyards or patios. No fencing or landscaping shall be allowed within five feet of any Lot line. No exterior painting shall be commenced upon the Properties after original construction except such painting as shall be approved by the Association. No landscaping, building, wall, mailbox, antenna, or other structure shall be commenced, erected or maintained upon the Properties after original construction, nor shall any exterior addition to or change or alteration therein be made until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Association and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to it, such failure to act shall be deemed disapproval. The decision of the Association and any architectural control committee shall be made in conformance with the restrictions and provisions of Article VI. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by any builder or Owner, the plans and specifications of which have been approved by the Declarant.

ARTICLE VI
General Restrictions and Other Provisions

Section 1. The following general restrictions and other provisions shall be followed, except that in the event of any conflict between this Declaration and the Declaration of Covenants, Conditions, Restrictions and Easements for Pacific Street West, to be recorded of record against the Properties in the Douglas County Register of Deeds, whichever provision is more restrictive shall control. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) 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 one story in height, exclusive of the basement level.
- (b) No flag pole shall be permitted on any Lot.
- (c) 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 or cultured stone (“Masonry”) or other material approved in writing by Declarant. All exposed side and rear concrete foundation walls not facing a street must be painted. All driveways must be constructed of concrete or other material approved in writing by Declarant. All foundations shall be constructed of poured concrete. Fireplace chimneys running up an exterior wall shall be covered with brick, or cultured stone, or other material approved in writing by Declarant. Major rear deck or roof overhang supports must be Masonry as approved in writing by Declarant. At least fifty (50%) percent of the front elevation of the home must be faced with Masonry. Unless other materials are specifically approved in writing by Declarant, the roof of all residential structures/Improvements shall be covered with Tamko “Heritage 50” heavy asphalt shingles in “weathered wood” color.
- (d) Other than as carried on by the Declarant or any designated builder, in respect to the sale, marketing, construction and improvement of the Lots or any other commercial activity on the Properties, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Properties, or, without the prior written authorization of the Association, shall any “For Sale” or “For Rent” signs be displayed by any Person, firm or corporation, bank, savings and loan association, lending institution, or insurance company who as holder of a deed of trust against any Lot acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Section is intended to restrict the right of any Lot Owner from keeping his or her personal business or professional records or accounts therein, or handling his or her personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and prohibits such activity concerning any personal business or professional records or accounts. In accordance with the foregoing, the Lots shall be and are restricted exclusively to owner occupied residential use, (i.e., no leases or rentals) and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Lot.
- (e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, other than non-exotic household pets. All pets shall be leashed when outside of the residential structure or controlled by invisible fencing. No such pet shall be

kept, bred, or maintained for any commercial purposes. The Board of Directors of the Association shall make reasonable rules and regulations for the accommodation of pets.

(f) No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the properties shall be allowed on the Properties. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked in the subdivision, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Association's Board of Directors or Declarant.

(g) Except as placed or erected by Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Lots, no sign, billboards, unsightly objects, or nuisances shall be erected, place, or permitted to remain on the Properties subject to this Declaration, nor shall such Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot thereof, except that one "For Sale" sign no larger than three feet by two feet shall be allowed during that period of time a Lot is actively being marketed for sale.

(h) No offensive or unsightly appearance shall be maintained or allowed to exist upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. The Association shall have the right to require all owners to place trash and garbage in containers located in areas as may be designated by the Association. No incinerators shall be kept or maintained on any Lot. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash cans, garbage cans and other receptacles for trash and/or garbage shall be stored indoors or screened from view of any public street and/or sidewalk except for one day per week specifically for garbage and/or trash collection by a professional garbage and/or trash hauler.

(i) The use of private barbecue grills and the outside storage of barbecue grills is allowed on outside decks and patios, but may be subject to written regulation, restriction or exclusion by the Association.

(j) No improper, offensive, or unlawful use shall be made on any part of the Properties. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the subdivision shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

(k) No salt or de-icing material, other than sand, shall be utilized, at any time, on any driveway, sidewalk, stoop or step within the Properties.

- (l) All Lots shall be Owner occupied and, in no event, shall any Lot be rented to any person or entity.
- (m) At least Two Thousand Five Hundred (\$2,000.00) Dollars of landscaping, which shall include trees, bushes and landscape beds, shall be installed on each Lot at the time construction of the home thereon is completed as evidenced by a certificate of occupancy. The front yard of each Lot shall have a minimum of two (2) three-inch caliper tree which must be classified as deciduous, planted in an area twelve (12') feet back from the front street curb of a species and with spacing as directed by Declarant. No tree situated upon any Lot may be moved, removed, cut (other than minor trimming which does not materially alter the tree) or destroyed unless complete plans describing the exact tree or trees to be moved, removed, cut or destroyed, and the reason therefor, shall have been submitted to and approved in writing by the Association.
- (n) All deck railings installed on any Lot shall be constructed of black anodized aluminum similar to OmaRail's "Alternating Bordeaux" style or other black material approved in writing by Declarant.
- (o) All siding installed on any Lot shall be true lap painted siding.
- (p) The exterior of all windows shall be clad in a tan color.
- (q) Each home constructed on each Lot shall have a minimum of 1,800 square feet of finished space on the main floor.
- (r) Any retaining wall installed on any Lot shall be constructed of light brown keystone blocks.
- (s) Exterior paint shall only be beige, taupe, or tan earthtones, and only a single color excepting accented entry doors and shutters may be allowed.
- (t) Masonry and bricks installed on any residence must only be of a type approved in writing by Declarant and Declarant may limit the type of Masonry and brick types allowed in the Properties. In no event shall refurbished, worn or used bricks be allowed and all bricks shall be in new condition.
- (u) The exterior paint, trim and siding and other exterior materials on each residence constructed on each Lot shall be maintained in good and proper condition. If the exterior paint, trim, siding or other exterior materials have deteriorated to less than a good and proper condition, as determined in the Association's sole discretion, such items shall be repaired, repainted, and/or replaced within ninety (90) days following notification by the Association. All work required by this subparagraph shall remain subject to all approvals required by any other covenant, condition or restriction stated in this document or in the Declaration of Covenants, Conditions, Restrictions and Easements of Pacific Street West Replat 1.
- (v) Declarant does hereby reserve unto itself the right to require the installation of siltation fences and other erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion, however, the Owner of

each Lot shall remain liable for his/her own Lot and any liability resulting from siltation fences and/or erosion control devices and/or measures or the lack thereof.

(w) No dog house, dog run, dog kennel, or other enclosure or exercise area for any dog or other animal or pet shall be allowed on any Lot.

(x) No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding, shed, shack, swing set, playground equipment, playhouse, pool house, shed or other structure, temporary or permanent, may be constructed on any Lot, either temporarily or permanently, excepting only one main residential structure. No replatting or subdivision of any Lot shall occur without Declarant's prior written approval and then only for minor lot line adjustments due to encroachments.

(y) No floodlights shall be used on any Lot and all exterior lighting visible from any public street shall be indirect focus lighting.

In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Lots.

ARTICLE VII **Access**

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE VIII **Insurance**

Section 1. Townhome/Villa Owner's All-Risk Insurance. Each Owner shall procure and maintain all-risk coverage insurance for the Owner's Lot and improvements thereon in amounts satisfactory to the Association. Proof of insurance shall be submitted annually to the Association according to the rules and regulations established by the Association.

Section 2. Liability Insurance. The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association may provide liability coverage insurance for the Association's Officers, and members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE IX **Association Landscaping Easement**

The Declarant hereby reserves easements in favor of the Association over, under, through and across a twenty (20') foot wide strip abutting the rear boundary lines of all Lots in the Properties for the

purpose of installing and maintaining trees and landscaping in such easement areas, including replacement and/or modification of such trees and landscaping if determined by the Association in its sole discretion. Such reservation includes the right of ingress and egress across such Lots for the purposes herein stated. No permanent buildings, other improvements, personal property, landscaping, or retaining walls or loose rock walls shall be placed in the said easement ways by anyone other than the Association, but the same may be used for purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

ARTICLE X
General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be changed, altered, modified or otherwise amended during the first twenty (20) year period by the Declarant or its assign, in its sole and absolute discretion, which shall include but not be limited to the right to remove or otherwise detach any Lot or Lots from this Declaration and from the jurisdiction of the Association for the purpose of converting the use of said Lot or Lots to single family residential and, if applicable, including such Lot or Lots in the single family homeowners association created by Declarant. Thereafter, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties by the Declarant, in its sole and absolute discretion, or with the consent of two-thirds (2/3) of the members of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____ 2008.

SNGF DEVELOPMENT, L.L.C., A Nebraska
Limited Liability Company, Declarant

By: _____
Tom Falcone, Manager

State of Nebraska)
) ss.
County of Douglas)

Before me, a Notary Public, in and for said county and state, personally came Tom Falcone, Manager of SNGF DEVELOPMENT, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Notary Public