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**ASSIGNMENT OF RIGHTS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS ASSIGNMENT is made this 5th day of September, 2003, by Horgan Development Company, a Nebraska corporation ("Assignor") to Apollo Building Corp., a Nebraska corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are all of the Declarants under the Declaration of Covenants, Conditions and Restrictions dated June 30, 1997, and recorded on August 6, 1997, in Book 1218 at Page 446 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska, and covering the real property described as follows:

OC-29197

Lots 181 through 201, inclusive, and Lot 204 of Pacific Springs, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots 1 and 2 of Pacific Springs Replat 5, as surveyed, platted and recorded in Douglas County, Nebraska (being a replat of original lots 202 and 203 of Pacific Springs Subdivision);

OC-29206

(as previously amended or as it may be amended hereafter, the "Declaration"). All capitalized terms used in this Assignment without definition shall have the meanings given to such terms in the Declaration, which are incorporated herein by this reference.

WHEREAS, Assignee has purchased from Assignor all of the remaining Lots owned by Assignor in the Properties.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of the right, title, authority and interest of Assignor (i) as a Declarant under the Declaration and (ii) to grant or withhold approval to any proposed Improvement pursuant to Section 2 of Article VII of the Declaration (collectively the "Rights").

After recording return to:
R. Craig Fry
Abraham's Kaslow & Cassman LLP
RCE/286589.2
8712 W. Dodge Road, Suite 300
Omaha, NE 68114

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NOW, THEREFORE, for and in consideration of the Properties and of the money paid by Assignee to Assignor for the purchase of Lots and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, sells, assigns, transfers, conveys and sets over unto Assignee and its successors and assigns all of the Rights, to have and to hold the same for and during the remainder of the term of the Declaration and all renewals and extensions thereof.

Assignee does not assume any liability of Assignor whatsoever under the Declaration and shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Declaration.

Assignor covenants and represents that Assignor has full right and title to assign the Rights to Assignee as contemplated in this Assignment and that no other assignment of any of the Rights has been made.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, personal representatives, legal representatives, successors and assigns, as well as any existing or subsequent Owner as defined in the Declaration.

IN WITNESS WHEREOF, Assignor, have signed this instrument on Sept 5th, 2003.

Horgan Development Company

By: [Signature]
Robert P. Horgan, President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 5th day of Sept, 2003, by Robert P. Horgan, President of Horgan Development Company, a Nebraska corporation, on behalf of such corporation.



[Signature]
Notary Public

My Commission Expires: