



When Recorded Return To:
John M. Walker
Lamon Dugan & Murray LLP
10306 Regency Parkway Drive
Omaha, NE 68114
(402) 397-7300

(Space above line for recording information)

ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

This Assignment and Assumption of Declarant Rights (this "Assignment") is made and entered into effective the 20~~th~~ day of April, 2026, by and between Celebrity Homes, Inc., a Nebraska corporation (the "Assignor"), and Whitetail Creek Homeowners Association, Inc., a Nebraska non-profit corporation ("Assignee").

WHEREAS, Assignor is the "Declarant" under that certain Declaration of Protective Covenants for Assignee, originally recorded in the office of the Sarpy County Register of Deeds on May 30, 2012, as Instrument No. 2012-15828, as amended by that Amendment to Protective Covenants recorded on May 2, 2014, as Instrument No. 2014-09019, as subsequently amended by that First Amended and Restated Protective Covenants recorded on July 17, 2015, as Instrument No. 2015-17218, as subsequently amended by that Second Amended and Restated Protective Covenants recorded on July 19, 2016, as Instrument No. 2016-17415 (collectively, hereinafter, referred to as the "Declaration");

WHEREAS, the Lots (defined herein) are subject to the terms of the Declaration;

WHEREAS, concurrent herewith, Assignor desires to convey to Assignee the rights and obligations of Assignor as Declarant under the Declaration and Assignee desires to assume such rights and obligations.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment by Assignor. Assignor as of the date hereof, does hereby assign, transfer, convey and deliver to Assignee, all of Assignor's rights and obligations as Declarant under the Declaration (collectively, the "Assigned Rights").
2. Assumption by Assignee. Assignee hereby accepts Assignor's assignment of the Assigned Rights and by such assignment shall be deemed to be the Declarant under the Declaration, and Assignee expressly assumes all duties, liabilities, and obligations of Assignor as Declarant arising from and after the effective date of this Assignment

3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the parties hereto.

4. Indexing. This Assignment shall be indexed and recorded against all of the following legally described property:

Lots 3 through 238, inclusive, and Lots 242 through 477, inclusive, all in Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and Lots 1 through 3, inclusive, Whitetail Creek Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (collectively, the "Lots");

5. Indemnification. Assignee shall indemnify, defend, and hold harmless Assignor and its officers, directors, shareholders, employees, agents and successors from and against any and all claims, demands, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to the Assigned Rights or any duties or obligations of the Declarant under the Declaration arising from and after the effective date of this Assignment.

6. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. Each counterpart may be delivered by facsimile or computer-scanned image transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

*[Space Below Intentionally Left Blank –
Signature Page to Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and date first stated above.

ASSIGNOR:

Celebrity Homes, Inc.,
a Nebraska corporation

By: [Signature]
Name: CHAD LARSEN
Title: VP

ASSIGNEE:

Whitetail Creek Homeowners Association,
a Nebraska nonprofit corporation

By: [Signature]
Name: Stacy Batten
Title: HOA President

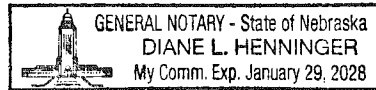
STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Chad Larsen, the Vice-President of Celebrity Homes, Inc., a Nebraska corporation, 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 corporation.

Witness my hand and Notarial Seal this 20~~th~~ day of April, 2026.

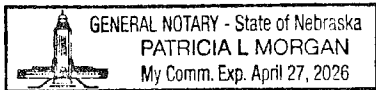
[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)



Before me, a notary public, in and for said county and state, personally came Stacy Batten, the HOA President of Whitetail Creek Homeowners Association, a Nebraska nonprofit corporation, 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 nonprofit corporation.

Witness my hand and Notarial Seal this 24th day of April, 2026.



[Signature]
Notary Public