

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2001 - 35162

2001 OCT 26 P 2:17 P

*Glenn J. Dowling*

REGISTER OF DEEDS

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF SUGAR CREEK, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA

Counter *[Signature]*  
Verify *[Signature]*  
D.E. *[Signature]*  
Proof *[Signature]*  
Fee \$ 66.42  
Chk  Cash  Chg

27269

THIS DECLARATION, made on the date hereinafter set forth, is made by SUGAR CREEK, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through, 30, 32 through 58, and 60 through 220, inclusive, in Sugar Creek Addition, a subdivision in Sarpy County, Nebraska. ("Sugar Creek")

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

The Declarant desires to provide for the preservation of the values and amenities of Sugar Creek, for the maintenance of the character and residential integrity of Sugar Creek, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Sugar Creek. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Sugar Creek, as well as any and all other facilities acquired, constructed, improved, maintained, operated, repaired, or replaced by the Homeowner's Association for the general use, benefit and enjoyment of the members of the Homeowner's Association.

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:

Please Return to:

Graves Development Co June  
11920 Burt St., Ste. 165  
Omaha, NE 68154

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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 church, school, park, or for other non-profit use.
2. No residence, building, driveway, swimming pool, pool house, dog house, fence 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 Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Declarant 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 Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Sugar Creek Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any approval 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, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

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

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E. At such time as there shall be a completed single family residence constructed and occupied on ninety percent (90%) of all Lots, including all other phases, or ten (10) years, whichever shall occur first, all discretions of Declarant under this Article I, Paragraph 2 shall transfer to the Homeowner's Association and shall be administered pursuant to the provisions of Article III herein.

3. Any patio, patio enclosure, swing set, playground equipment, dog house, tree house, antenna satellite dishes not greater than eighteen inches (18") in diameter, flag pole, or Declarant approved storage shed, shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

4. No storage sheds shall be permitted.

5. No solar-collecting panels or equipment, wind-generating power equipment, flag poles, or above ground swimming pools in excess of eighteen inches (18") in depth or satellite receiving station or satellite dishes greater than eighteen inches (18") in diameter shall be permitted on any of the lots subject to these covenants.

6. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house, which shall be located adjacent to the rear portion of the dwelling concealed from public view. No dog runs or kennels of any kind shall be allowed in Sugar Creek Subdivision. No livestock or agricultural-type animals shall be allowed in Sugar Creek Subdivision, including pot-bellied pigs.

7. 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. Residences on all lots shall have a minimum front set back of twenty-five (25) feet, minimum rear set back of twenty-five (25) feet, minimum side set back of five (5) feet, and a street side yard set back of fifteen (15) feet for those houses on corner lots.

8. 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, simulated brick, stone, stucco, vinyl siding or other material approved by Declarant. 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, brick, paving stone, or laid stone or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles or equivalent, or other material and color specifically approved by Declarant. Asphalt shingles to be "weathered wood" in color or specifically approved by Declarant.

9. All exterior wood surfaces shall only be painted in tones of browns and grays, which color shall first be approved by Declarant, or its assigns, prior to the installation of the paint.

10. 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 as "For Sale". No premises shall be used in any way for any purpose which may

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endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. No business activities of any kind shall be constructed on the Lot. 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 Declarant, their agents or assigns, during the construction and sale of the Lots.

11. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible.

12. 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. 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 the City of Gretna, Nebraska. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 12 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank 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 Declarant approved storage shed facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be fully sodded at the time of completion of the improvements.

14. 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.

15. Fences shall be composed of wood, PVC or wrought iron unless other materials are specifically approved in writing by Declarant. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet.

16. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

17. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of Sarpy County.

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18. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from the public view. 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.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

21. No structure of a temporary character, carport, trailer, tent, 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 Sugar Creek to any Lot without the written approval of Declarant.

22. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

23. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted in Sugar Creek Subdivision.

ARTICLE II.  
LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Declarant may, in its sole discretion, construct a landscape buffer and/or boundary fence along the north sixteen (16) feet of Lots 1 through 9, inclusive and the west sixteen (16) feet of Lots 203 through 204, inclusive (the "Landscape Buffer and Boundary Fence"). Each of such lots are collectively referred to as the "Boundary Lots."

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Sugar Creek Homeowners Association to maintain, repair and replace the Landscape Buffer. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

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ARTICLE III.  
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant shall cause the incorporation of Sugar Creek Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association shall have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Sugar Creek. 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 to 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 Sugar Creek; and the protection and maintenance of the residential character of Sugar Creek.

2. Membership and Voting. Sugar Creek is being initially divided into two hundred eighteen (218) separate single-family residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The owner of each Lot, whether one or more entities, shall be entitled to one (1) vote for each Lot owned except the Declarant who shall be entitled to four (4) votes on each matter properly coming before the Members of the Association.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Sarpy County, Nebraska, of an Amendment to Declaration, executed and acknowledged by

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Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. In addition, the Amendment to Declaration may declare that all or any part of the additional residential lots which shall become subject to the Declaration shall be Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein.

Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration, and the Owners of the additional residential lots shall be Members of the Sugar Creek Homeowners Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. 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, and the enforcement of the rules and regulations relating to the Common Facilities.
- B. The landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Sugar Creek.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages 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.

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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.

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

6. 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.

7. 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 Declarant. Lots owned by the Declarant shall not be subject to imposition of dues, assessments or Association liens.

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

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

10. Annual Dues. The Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.

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11. 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. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred Dollars (\$200.00) 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 Paragraph 7 above.

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

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of Fifteen percent (15%) 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 IV. EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West, and any company which has been granted a franchise to provide a cable television system within the Lots, MUD, Sarpy County and Sanitary and Improvement District No. 223 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, 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

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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 front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for MUD, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and related accessories located on, over and upon the Boundary Lots.

4. Other easements are provided for in the final plat of Sugar Creek which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 2001\_\_\_\_, Page 33207).

ARTICLE V.  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, covenants, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Covenants and restrictions of this Declaration shall run with and bind the land in which this Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its discretion for a period of ten (10) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percentum of the full and absolute ownership of such voting shares of the Declarant.

of such voting shares of the Declarant. This Declaration may be amended by an instrument signed by the owner of not less than seventy-five percentum of the full and absolute ownership of such voting shares of the Declarant.

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percent (75%) of the Lots covered by this Declaration. Provided, however, that the provisions of Article I, Paragraph 23 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or seventy-five percent (75%) of the owners of the Lots.

3. By written consent of the Declarant, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver modification or amendment will have on the Sugar Creek subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. 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.

24<sup>th</sup> IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this April, 2001  
October

SUGAR CREEK, L.L.C., a Nebraska limited liability company, "Trustor"

By: Maurice M. Udes  
Maurice M. Udes, Manager

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF DOUGLAS )

The foregoing instrument was signed before me this 24<sup>th</sup> day of October, 2001, by Maurice M. Udes, Manager of SUGAR CREEK, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Manager of the limited liability company.

John L. McDonald  
Notary Public



FILED SARPY CO. NE.

INSTRUMENT NUMBER

2002-22056

2002 JUN 12 P 2:18 B

*Sherry J. Dowling*  
REGISTER OF DEEDS

Counter RD  
 Verify RD  
 D.E. dy  
 Proof AK  
 Fee \$ 188.00  
 Ck  Cash  Chg   
 119.00      69.00  
 28344      mca

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS OF SUGAR CREEK, A SUBDIVISION  
 IN SARPY COUNTY, NEBRASKA

This First Amendment is made to the Declaration of Covenants, Conditions, Restrictions and Easements of Sugar Creek, a subdivision in Sarpy County, Nebraska, filed October 26, 2001, as Instrument No. 2001-35162 in the Register of Deeds of Sarpy County, Nebraska (hereinafter referred to as the "Declaration") executed and filed by Sugar Creek, L.L.C., a Nebraska limited liability company (hereinafter referred to as the "Declarant").

PRELIMINARY STATEMENT

- A. The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:  
  
 Lots 1 through 30, inclusive; Lots 32 through 58, inclusive; and Lots 60 through 220, inclusive, all in Sugar Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and replats thereof and additions thereto.
- B. Declarant desires to amend the Declaration for purpose of expanding the property to which the Declaration is applicable to include additional residential lots as "Lots" subject to the Declaration, adding lots subject to the landscape buffer, and subject to each and all of the covenants, conditions, restrictions and easements as set forth in the Declaration, and the property being added as additional residential lots is also owned by the Declarant, and is described as follows:  
  
 Lots 221 - 358, inclusive, all in Sugar Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (hereinafter "Additional Lots"),
- C. Declarant desires to provide for the preservation of the values and amenities of the Additional Lots, and for the maintenance of the character and residential integrity of the Additional Lots by encumbering and subjecting the Additional Lots to the covenants, conditions, restrictions and easements set forth in the Declaration,
- D. Article III, Paragraph 3 and Article V, Paragraph 2 of the Declaration grants Declarant the authority to amend the Declaration, in its full and absolute discretion until October 24, 2011.

*RJR* NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article III,  
 FULLENKAMP, DOYLE & JOHNSON  
 11440 WEST CENTER  
 OMAHA, NEBRASKA 68144-4482      22056

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Paragraph 3 and Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Lots 221 - 358, inclusive, all in Sugar Creek, a subdivision as surveyed, platted and recorded in Sary County, Nebraska, shall be subject to the Declaration and to each and all of the covenants, conditions, restrictions and easements as set forth in the Declaration, and shall hereby be deemed to be "Lots" as such term is defined in the Declaration.
2. By deleting therefrom Article I, Paragraph 15 in its entirety and adding in its place and stead the following:
  15. Except as provided hereinafter, fences shall be composed of wood, PVC or wrought iron unless other materials are specifically approved in writing by Declarant. No fence shall be of the chain link or wire types. No fences or walls shall exceed the height of six (6) feet. No fencing other than six (6) foot, wood, board-on-board fencing shall be installed on any side of any Lot abutting the park and/or trail within the Sugar Creek subdivision.
3. Article II, Paragraph 1 shall be amended to include Lots 342 - 358, inclusive, all in Sugar Creek, a subdivision as surveyed, platted and recorded in Sary County, Nebraska.
4. The Declaration is in all other matters ratified and affirmed.
5. 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.

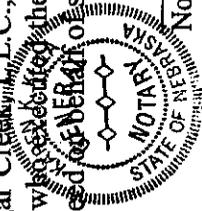
The Declarant has executed this First Amendment to Declaration as of this 31<sup>st</sup> day of May 2002.

SUGAR CREEK, L.L.C., a Nebraska limited liability company, "Declarant,"

Barbara Udes Shaw  
Barbara Udes Shaw, Manager

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May 2002, by Barbara Udes Shaw, Manager of Sugar Creek, L.L.C., a Nebraska limited liability company, to me known to be the identical person who executed the foregoing instrument and acknowledged the same to be her voluntary act and deed. ~~of NEBRASKA~~ said limited liability company.



Kevin K. Brown  
Notary Public  
MY COMMISSION EXPIRES:  
JULY 23, 2005

SUGAR CREEK ADDITION

Plat and Dedication  
Filed 19/16/01, in Book \_\_\_\_\_ at Page 200133807, Instrument No. 200133807  
x Grants a perpetual easement in favor of  
x Omaha Public Power District,  
U.S. West Communications (West)  
Northwestern Bell Telephone Company  
x and any cable company granted a cable television franchise system,  
and /or

WEST  
for utility, installation and maintenance  
x on, over, through, under and across \_\_\_\_\_  
or \_\_\_\_\_

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 0 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? Yes of No (Circle One)  
Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.  
Any additional info, \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*  
x Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants  
Protective Covenants  
or \_\_\_\_\_

Filed 19/16/01, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. 200135162  
x Omaha Public Power District,  
x U.S. West Communications  
Northwestern Bell Telephone Company  
x and any cable company granted a cable television franchise system,  
and /or

M. U. D. 519 123  
for utility, installation and maintenance  
on, over, through, under and across \_\_\_\_\_  
or \_\_\_\_\_

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? Yes or No (Circle One)  
Also grants an easement to Metropolitan Utilities District SAPY for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.  
Does it include the Following?? Homeowners Association Yes or No. (Circle One)  
Does it include the following ?? Possible Telephone Connection Charge Yes of No (Circle One)

Any additional info. \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_  
\_\_\_\_\_

Sugar Creek

Plat and Dedication: Filed 10-16-01, in Book 01 at Page 33807, Instrument No. \_\_\_\_\_

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications (Subest
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system, and /or

for utility, installation and maintenance  
 on, over, through, under and across  
 or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
 an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
 Does it include the following? Yes or No (Circle One) \_\_\_\_\_ for utility,  
 Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ foot wide strip of land  
 installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
 abutting all cul-de-sac streets.  
 Any additional info, \_\_\_\_\_

\*\*\*\*\*

- Declaration of Covenants, Conditions, Restrictions and Easements,
- Restrictive Covenants
- Protective Covenants
- or

Filed 10-26-01, in Book 01 at Page 35162, Instrument No. \_\_\_\_\_  
 Omaha Public Power District,  
 U.S. West Communications  
 Northwestern Bell Telephone Company  
 and any cable company granted a cable television franchise system,

MUD and /or SID #223  
 for utility, installation and maintenance  
 on, over, through, under and across  
 or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
 an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
 Does it include the following? Yes or No (Circle One) \_\_\_\_\_ for utility,  
 Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ foot wide strip of land  
 installation and maintenance on, through, under and across a 5 foot wide strip of land  
 abutting all cul-de-sac streets.  
 Does it include the Following? Homeowners Association (Yes or No (Circle One) \_\_\_\_\_)  
 Does it include the following? Possible Telephone Connection Charge Yes or No (Circle One) \_\_\_\_\_

Any additional info. A Perpetual Easement is further reserved in

favor of the Declarant and the Association to Create install

Remain, reconstruct, maintain and renew a landscape buffer  
 \*\*\*\*\*  
 Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or 1<sup>st</sup> Amendment to 2001-35162  
 Dated 5-31-02 Filed 6-12-02, Book 02 at Page 22056 Instrument No. \_\_\_\_\_

and related accessories located on, over, upon, boundary lots

SID 02-30821 filed 8-12-02 copy

SID 0534453 filed 9-19-05 COPY

SUGAR CREEK ADDITION

Plat and Dedication  
Filed 19/16/01, in Book \_\_\_\_\_ at Page 200133807, Instrument No. 200133807

- \* Grants a perpetual easement in favor of
- \* Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- \* and any cable company granted a cable television franchise system,

WEST  
and /or  
for utility, installation and maintenance  
on, over, through, under and across  
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? Yes or (N) (Circle One)  
Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.  
Any additional info,

\*\*\*\*\*  
\*Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants  
Protective Covenants  
or

Filed 1924/01, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. 200135162  
\* Omaha Public Power District,  
\* U.S. West Communications  
Northwestern Bell Telephone Company  
\* and any cable company granted a cable television franchise system,

M, U, D. 510 223  
for utility, installation and maintenance  
on, over, through, under and across  
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? (Y) or No (Circle One)  
Also grants an easement to Metropolitan Utilities District SAPF for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.  
Does it include the Following?? Homeowners Association (Y) or No. (Circle One)  
Does it include the following ?? Possible Telephone Connection Charge Yes or (N) (Circle One)

Any additional info.

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Sugar Creek: Lot 221- 358

Plat and Dedication:  
Filed 6-1-02, in Book 02 at Page 2194, Instrument No. \_\_\_\_\_  
 Grants a perpetual easement in favor of  
 Omaha Public Power District,  
 U.S. West Communications  
Northwestern Bell Telephone Company  
 and any cable company granted a cable television franchise system,  
and /or

\_\_\_\_\_ for utility, installation and maintenance  
 on, over, through, under and across  
of

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 4 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? Yes or No (Circle One) \_\_\_\_\_  
Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.  
Any additional info, \_\_\_\_\_

\*\*\*\*\*  
 Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants  
Protective Covenants  
or

Filed 10-26-01 in Book Q1 - at Page 25162 Instrument No. \_\_\_\_\_  
 Omaha Public Power District,  
 U.S. West Communications  
Northwestern Bell Telephone Company  
 and any cable company granted a cable television franchise system,  
MUD and /or SID# 223  
for utility, installation and maintenance  
on, over, through, under and across  
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? Yes or No (Circle One) \_\_\_\_\_  
Also grants an easement to Metropolitan Utilities District SARPY for utility,  
installation and maintenance on, through, under and across a 3 foot wide strip of land  
abutting all cul-de-sac streets.  
Does it include the Following?? Homeowners Association  Yes or No. (Circle One)  
Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info. \_\_\_\_\_

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or B Amendment to 2001-35162  
Dated 5-31-02 Filed 6-1-02 Book 02 at Page 2036 Instrument No. \_\_\_\_\_

Sugar Creek Rep 2

Plat and Dedication.  
Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_  
 Grants a perpetual easement in favor of  
 Omaha Public Power District,  
 U.S. West Communications West  
Northwestern Bell Telephone Company  
 and any cable company granted a cable television franchise system,  
and /or \_\_\_\_\_

\_\_\_\_\_ for utility, installation and maintenance  
 on, over, through, under and across \_\_\_\_\_ of \_\_\_\_\_

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 5 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 116 foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? Yes or No (Circle One) SI D# 223 for utility,  
Also grants an easement to ~~Metropolitan Utilities District~~ \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.  
Any additional info, \_\_\_\_\_

\*\*\*\*\*  
Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants  
Protective Covenants  
or \_\_\_\_\_

Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or \_\_\_\_\_

\_\_\_\_\_ for utility, installation and maintenance  
on, over, through, under and across \_\_\_\_\_ of \_\_\_\_\_

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.  
Does it include the following?? Yes or No (Circle One) \_\_\_\_\_ for utility,  
Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.  
Does it include the Following?? Homeowners Association Yes or No. (Circle One)  
Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info. \_\_\_\_\_

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_  
\*\*\*\*\*