

FILED SARPY CO. NE.

INSTRUMENT NUMBER  
2004-47238

2004 DEC 16 11:25

*Glenn S. ...*

REGISTER OF DEEDS

COUNTER	CLE	C.E.	R
VERIFY	PTM	D.E.	D
PROOF			
FEE \$	546.00		
CHECK #	34647		
CHG	CASH		
REFUND	CREDIT		
SHORT	NCR		

922  
 AFTER RECORDING, RETURN TO: Daniel B. Kinnaman, Erickson & Sederstrom, P.C., 10330 Regency Parkway Drive, Omaha, NE 68114  
 (Space Above This Line for Recording Data)

**DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION**, ("Declaration") made on the date hereinafter set forth by Sugar Creek, L.L.C., a Nebraska limited liability company and Dave Paik Builders, Inc., a Nebraska corporation, hereinafter collectively referred to as "Declarant".

**PRELIMINARY STATEMENT**

Sugar Creek, L.L.C. is the present owner of certain real property in Sarpy County, Nebraska. which is more particularly described as:

Lots 4 through 10, inclusive, and Lots 13 through 23, inclusive, in Sugar Creek Replat 1, as surveyed, platted and recorded in Sarpy County, Nebraska.

Lots 1 and 2 in Sugar Creek Replat 2, as surveyed, platted and recorded in Sarpy County, Nebraska.

Dave Paik Builders, Inc., is the present owner of certain real property in Sarpy County, Nebraska which is more particularly described as:

Lots 1 and 3 in Sugar Creek Replat 1, as surveyed, platted and recorded in Sarpy County, Nebraska.

**NOW, THEREFORE**, Declarant hereby declares that all the properties described above and any other properties hereinafter made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of the properties and the enjoyment of the residents and owners thereof, and which shall run, perpetually 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, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Sugar Creek Townhomes Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any townhome Unit or Lot which is a part of the Properties, but excluding in all cases those having any such interest merely as security for the performance of any obligation. If a townhome Unit or Lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described and the property described on the attached Exhibit "A" and such additional real properties as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of this Declaration.

**Section 4.** "Lot" shall mean and refer to those plots of land included in the Properties as shown as lots upon the recorded subdivision map of Sugar Creek Replat 1.

**Section 5.** "Declarant" shall mean and refer to Sugar Creek, L.L.C., and Dave Paik Builders, Inc. and each of their respective successors, assigns or appointees. At such time as Sugar creek, L.L.C. has conveyed ownership of its Lots it shall resign as a Declarant by executing and delivering to Dave Paik Builders, Inc. in recordable form such a resignation and thereafter Dave Paik Builders, Inc. shall be the sole Declarant herein.

**Section 6.** "Unit" shall mean an individual dwelling or townhome unit situated on a Lot. Such Units are referred to collectively as "Units" and individually as "Unit".

**Section 7.** "Architectural Control Committee" shall mean the individual or committee appointed from time to time by the Declarant.

**Section 8.** "Sugar Creek Declaration of Covenants" shall mean that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sugar Creek, dated October 24, 2001, and recorded with the Register of Deeds Office of Sarpy County, Nebraska on October 26, 2001, as Instrument Number 2001-35162 as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements dated May 20, 2002 and recorded with the Register of Deeds Office of Sarpy County, Nebraska on June 12, 2002 as Instrument Number 2002-22056 and further amended by Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements dated May 17, 2004 and filed in the Register of Deeds Office of Sarpy County, Nebraska on May 17, 2004 as Instrument Number 2004-17951. The Sugar Creek Declaration of Covenants as amended is by this reference incorporated herein.

(Note: The Association does not and will not own any real property for the common use and enjoyment of any Owner, sometimes referred to generally as "Common Area".)

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**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Unit or 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 Unit or Lot which is subject to assessment.

**Section 2.** In order to ensure that a quorum is present for all meetings of the members, and to allow for orderly management of the Association's affairs, it shall be the duty of each member to attend such meetings or execute and deliver to the Association a continuing proxy prepared by the officers of the Association. This continuing proxy shall operate in lieu of the actual attendance at the meeting by the specific member and shall be void if the member personally attends that meeting to exercise the member's right to vote. An Owner may provide a superseding proxy to be voted by his duly authorized attorney in fact for one specific meeting only. The proxy shall be subject to the terms of the Nebraska Nonprofit Corporation Act concerning revocability and life span of the proxy. Failure to attend personally or by proxy is a violation of this covenant

The continuing proxy shall be voted by the President of the Association in his or her discretion at any meeting. It is noted that Nebraska law requires that members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The continuing proxy shall provide on its face that it is valid on a continuous basis for an indefinite period of time (subject to limitations in effect from time to time under the Nebraska Nonprofit Corporation Act) until revoked in writing by the specific Owner. All proxies shall be in writing and filed with the Secretary of the Association. Each proxy shall be freely revocable and shall automatically cease when the member giving such proxy shall cease to be an Owner of a Lot or at such earlier time as shall be specified in the proxy or by operation of law.

**Section 3.** The Association shall have two classes of voting membership:

**Class A.** The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit or Lot owned. When more than one person holds an interest in any Unit or Lot, all such persons shall be members. The vote for such Unit or Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit or Lot.

**Class B.** Class B member(s) shall be the Declarant and it shall be entitled to four (4) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

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(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership: or

(b) On December 31, 2008: or

(c) The written direction of Declarant

### ARTICLE III COVENANTS 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 Unit or Lot by acceptance of a deed therefore, 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, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and attorney's fees shall be a charge on the land and shall be a continuing lien upon the real property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such real property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owners successors in title unless expressly assumed by them, and in that event all successors shall take title subject to the lien for such assessments and shall be bound to inquire of the Association as to the amount of any unpaid assessments. All assessments made under this Declaration shall not be in lieu thereof but shall be in addition to any other assessments from time to time made by the Sugar Creek Homeowners Association under the Sugar Creek Declaration of Covenants.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the expenses, charges, and costs of the operation of the Association and the exterior maintenance of the Lots and Units situated thereon as more particularly described herein.

**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 not exceed Nine Hundred Sixty Dollars (\$960.00) per Unit or Lot.

(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 by the Board of Directors without a vote of the members by a percentage of the prior years' assessment, which percentage shall not exceed the greater of ten percent (10%) of the maximum assessment for the previous year or the percentage increase in the U.S. Department of Labor Consumer Price index (all items) for all Urban Consumers 1993 -94 = 100 ("CPI-U") for the month of October immediately preceding such new calendar year as compared to the CPI-U for the month of October in the prior year. If the CPI-U is discontinued or

replaced, then the Board of Directors shall substitute a reasonably equivalent other index which will in their opinion accomplish the same result of reflecting general consumer price changes in the United States economy.

(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 the percentage increase permitted in subparagraph (a) above, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a members' meeting duly called for this purpose.

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

**Section 4. Notice and Quorum for Any Action Authorized Under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5. Rate of Assessment.** Annual assessments must be fixed, based on the status of each Lot. All Lots which have a townhome Unit completed and residents living therein will be assessed. Lots or Units under construction, which are vacant, used as models and/or unsold to third party purchasers (not the Declarant or its assigns) will not be assessed. All assessments may be collected on a monthly basis and shall be fixed at a uniform rate as to all Lots unless otherwise specifically provided herein to the contrary.

**Section 6. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots or Units on the first day of the month following the conveyance of the first townhome Unit to a third party purchaser. 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 or Unit at least thirty (30) days in advance of each annual assessment period. 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. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit or Lot is binding upon the Association as of the date of its issuance.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum compounded annually. The Association may

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bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining his or her own Unit or Lot.

**Section 8. Abatement of Assessments.** Notwithstanding any other provision of this Declaration, the Board of Directors may in its discretion, abate all or any part of the assessments due in respect of any Lot or Unit. Lots or Units owned by the Declarant shall not be subject to the imposition of dues, assessments or the lien of any assessments.

**Section 9. Subordination of the Lien to Mortgages/Trust Deeds.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Unit or Lot shall not affect the assessment lien. However, the sale or transfer of any Unit or Lot pursuant to a mortgage or trust deed foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exterior Maintenance and Services.** Exterior maintenance (as defined herein) of each townhome Unit and Lot shall be provided by the Association and each Owner does hereby consent and grant to the Association and its officers, employees, agents, contractors and repairmen, a perpetual and permanent easement over and across such Unit and Lot at any reasonable time to make inspections and to perform such exterior maintenance. "Exterior maintenance" shall mean the painting of exterior wood and metal building surfaces, together with maintenance of the lawns (mowing, fertilization and chemicals), garbage pickup and snow removal. Exterior maintenance shall at all times be consistent with and comply with the provisions of the Sugar Creek Declaration of Covenants. Exterior maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owners Lot, roof repair or replacement, repair or maintenance of gutters, downspouts, sprinkler systems, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including but not limited to such items as glass, garage doors, entrance doors and Owners personal property. There shall be no exterior painting permitted of any townhome Unit by any Owner. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner of a townhome Unit and Lot.

In the event that the need for any exterior maintenance of a Unit or the improvements thereon by the Association is caused through the willful or negligent acts or omissions of its Owner, or through the willful or negligent acts or omissions of the family, guests, or invitees of the Owner of the Unit needing such maintenance the cost of such exterior maintenance by the Association shall be added to and become part of the assessment to which such Unit is subject under this Declaration.

With respect to those exterior maintenance obligations that are not the responsibility of the Association, in the event an Owner of any Unit shall fail to maintain the exterior of the Owner's Unit and any other improvements situated on the Owners Lot 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 the Owners Lot

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and to repair, maintain and restore the Unit and any other improvements erected on the Owners Lot. The cost of such exterior maintenance shall be added to and become an additional part of the assessment to which such Unit is subject under this Declaration.

**Section 11. Insurance.** Each townhome Owner shall provide homeowners insurance with respect to the improvements (townhome Units) in an amount equal to at least eighty percent (80%) of the full replacement value of said improvements or in an amount as may be required by any mortgage holder, whichever is higher, against loss by fire, lightning, windstorm, and other perils covered by standard extended coverage endorsement, and insurance against such other hazards in amounts as are normally carried by owners of like units. Upon request of the Association from time to time, each Owner shall provide written evidence of this insurance coverage.

#### ARTICLE IV RESTRICTIONS, EASEMENTS AND MISCELLANEOUS PROVISIONS

**Section 1. Restrictions.** Every Owner shall have full rights of ownership and enjoyment to his individual Unit or Lot, subject to the restrictions set forth in Articles II and III of the Sugar Creek Declaration of Covenants and to the extent not inconsistent with such provisions of the Sugar Creek Declaration of Covenants, the following additional restrictions:

- (a) No noxious or offensive trade or activity shall be carried on in or from any Unit or Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any Lot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.
- (b) No fences (other than fences constructed by Declarant) shall be erected without the prior written consent of the Board of Directors of the Association. All Lots shall be kept free of all types of trash and debris,
- (c) No trailer, basement, tent, shack, garage, barn or other building erected on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.
- (d) No birds, snakes, cattle, horses, sheep, poultry, pigs or any other animals shall be kept or maintained on any Lot. Each Owner may however, keep a maximum of two (2) domestic pets.

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(e) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Units or adjacent Lot Owners.

(f) Except for approved chemical temporary toilets to be used only during construction no outdoor toilets may be constructed or maintained on any Lots

(g) All Lots and Units shall be used only for residential purposes.

#### ARTICLE V ARCHITECTURAL CONTROL

No dwelling, fence (other than fences constructed by Declarant) wall, pathway, driveway patio, patio cover or enclosure deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment tool sheds, or other external improvements above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain upon any of the Properties, nor shall any grading, excavation, or tree removal be commenced without express written approval of the Architectural Control Committee and where applicable the express written approval of the Declarant in accordance with the requirements of Articles I and II of the Sugar Creek Declaration of Covenants.

#### ARTICLE VI 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 and where applicable any of the provisions of the Sugar Creek Declaration of Covenants. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained or contained in the Sugar Creek Declaration of Covenants 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 way affect any other provisions which shall remain in full force and effect.

**Section 3. Term; Amendment.** The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they may be automatically extended for successive periods of ten (10) years by action of not less than seventy-five percent (75%) of the Owners. Subject to complying with the provisions of Section 4 of this Article, this Declaration may be amended or canceled by an instrument signed by the Declarant and not less than seventy-five percent (75%) of the Owners. Any amendment or extension must be recorded in the real estate records to be effective.

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**Section 4. Special Declarant Rights.** Declarant, their respective successors, assigns or appointees, each reserves the right to terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant who has not terminated its status as Declarant shall continue to serve as the sole Declarant. If subsequent thereto the remaining sole Declarant elects to terminate its status as Declarant by filing a Notice of Termination of Status as Declarant then, in that event, the sole Declarant, or the Association, shall each have the right to appoint another entity or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with all the same rights, powers and authority as the original Declarant. Notwithstanding the provisions of Section 3 of this Article, no amendment of this Declaration shall modify in any manner the provisions of this Section 4 unless consented to in writing by Declarant.

**Section 5. FHA/VA Approval.** During the period that there is a Class B membership and the loan on any Owner's Lot or Unit is made or insured by either the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration as the case may be: (i) annexation of additional properties within the jurisdiction of the Association; (ii) any mortgaging or dedication of any common areas of the Association; and (iii) the amendment of this Declaration.

**Section 6. Lot 2 - Owner Approval.** The owner of Lot 2, in Sugar Creek Replat 1, being a replat of Lots 181 through 203, inclusive, and Outlot F, as surveyed, platted and recorded in Sarpy County, Nebraska has consented to, approved, confirmed and ratified this Declaration, such consent being attached hereto as Exhibit "A" and made a part hereof.

**IN WITNESS WHEREOF,** the undersigned being the Declarant herein has executed this Declaration this 17<sup>th</sup> day of August, 2004.

**DECLARANT:**

**Sugar Creek, L.L.C.  
a Nebraska Limited Liability Company**

By: Barbara Udes Shaw  
Barbara Udes Shaw, Manager

**DAVE PAIK BUILDERS, Inc., a  
Nebraska Corporation**

By: David Paik  
David Paik, President

I

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2004, by David Paik, President of Dave Paik Builders, Inc., on behalf of the corporation.



*Jackie Dolinsky*  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 17 day of August, 2004, by Barbara Udes Shaw, Manager of Sugar Creek, L.L.C. on behalf of the limited liability company.

*Michelle A. Stahlacker*  
Notary Public



2004-472387

EXHIBIT "A"

CONSENT TO, APPROVAL AND CONFIRMATION  
OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS.

The undersigned, Keith Picker and Cheryl Picker deemed the owners of Lot 2, in Sugar Creek Replat 1, a replat <sup>being</sup> of Lots 181 through 203, inclusive, and Outlot F, as surveyed, platted and recorded in Saury County, Nebraska do hereby consent to, approve, ratify and confirm in all respects the terms, covenants and provisions of the Declaration of Covenants, Conditions and Restrictions which this Consent, Approval and Confirmation is attached to the same effect as if the undersigned had each executed the Declaration of Covenants, Conditions and Restrictions.

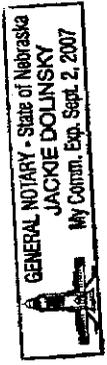
Keith Picker  
Keith Picker

Cheryl Picker  
Cheryl Picker

STATE OF NEBRASKA     )  
                                  ) SS.  
COUNTY OF Douglas    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of ~~August~~ <sup>September</sup>, 2004, by Keith Picker and Cheryl Picker, husband and wife.

Jackie Dolinsky  
Notary Public



2003-64631

# AR CREEK REPLAT 2

LOTS 1 THROUGH 61, INCLUSIVE  
 LOTS 47 THROUGH 58, 167 THROUGH 180, 211, 212, 229, 230, 243, 244,  
 289, 290, 303, 304, 318, 319, 326 THROUGH 342 AND OUTLOTS A, E, G,  
 SUGAR CREEK ADDITION AND LOTS 11, 12 AND OUTLOT A, SUGAR CREEK  
 ART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH,  
 R1E 11 EAST OF THE 6TH. P.M., SARPY COUNTY, NEBRASKA.

CHORD	CHORD BEARING
52.57	N87°13'12"E
47.69	N87°13'41"E
97.52	N73°55'36"E
136.95	S77°44'49"E
68.68	S15°14'56"E
97.25	N15°26'09"W
177.51	N00°43'20"E
97.10	N16°48'08"E
122.01	N15°02'07"W

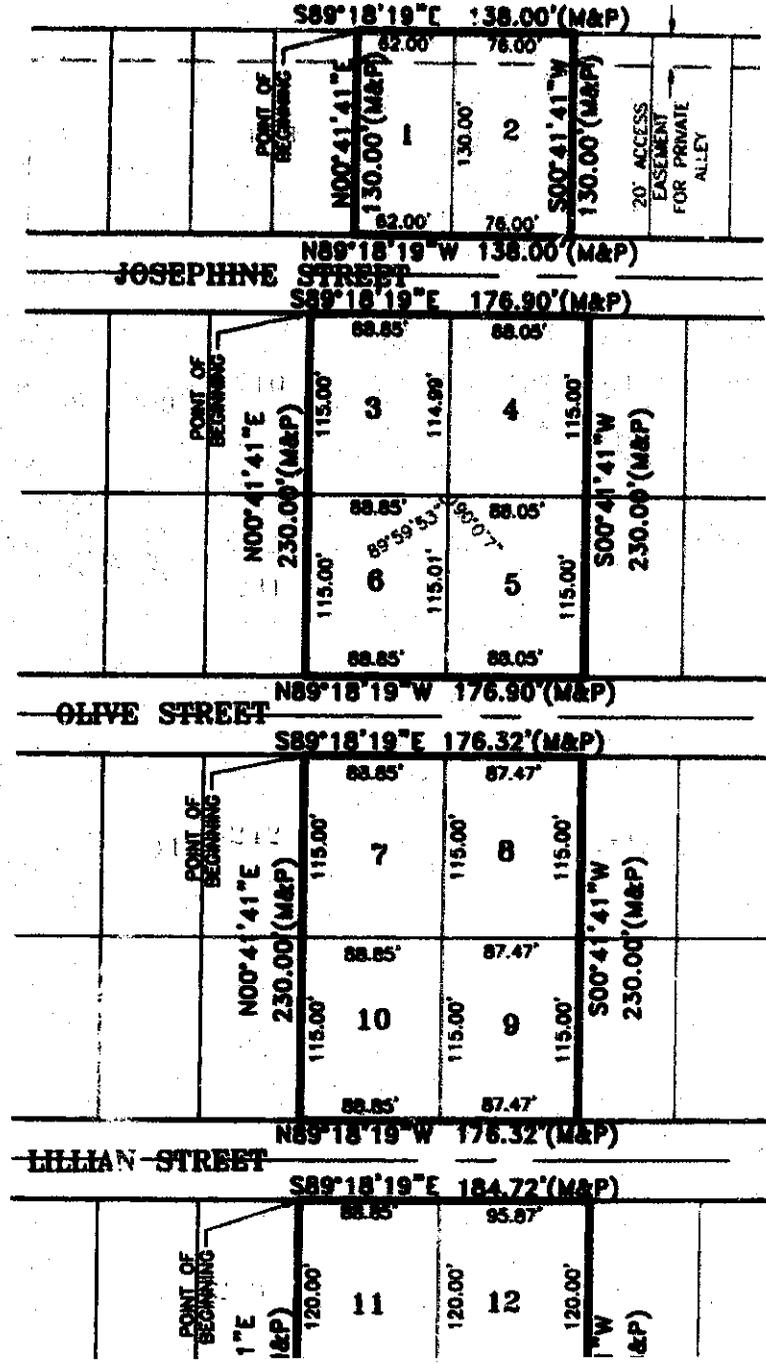
LINE	LENGTH	BEARING
L1	150.01'	S00°41'41"W
L2	150.01'	N00°41'41"E
L3	82.13'	S00°41'45"W
L4	81.62'	N00°41'45"E

### NOTES

1. ALL DISTANCES LABELED ON CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
2. ALL CURVE DATA IS BASED ON THE ARC DEFINITION.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL EASEMENTS SHOWN ON THIS DRAWING AND IN THE DEDICATION ARE PERMANENT EASEMENTS GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NO. 223 UNLESS SHOWN OTHERWISE.
5. BUILDING SETBACKS FOR RS-72 ZONING SHALL BE AS FOLLOWS:  
 FRONT AND REAR YARD - 25'  
 STREET SIDE YARD - 25'  
 INTERIOR SIDE YARD - 5'



SCALE: 1"=100'



BUILDING INSPECTOR

REPLAT 2 (LOTS 1 THROUGH 61)

*11-2-03*  
DATE

COUNTY TREASURER CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS IN THIS OFFICE.

*Richard J. ...*  
DATE

*10-30-2003*  
DATE



SURVILOR

REPLAT 2 (LOTS 1 THROUGH 61)

*11-2-03*  
DATE





# SUGAF

BEING A REPLAT OF LOTS 47 TROUGH  
289, 290, 303, 304, 318, 319, &  
ADDITION AND LOTS 11, 12 AND 01  
OF SECTION 17, TOWNSHIP 14

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SUGAR CREEK REPLAT 2, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, WEST CORPORATION, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS, ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED, IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO SANITARY AND IMPROVEMENT DISTRICT #223, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THERON PIPES FOR THE TRANSMISSION OF WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

THE CONSTRUCTION OR LOCATION OF ANY BUILDING OR STRUCTURE, INCLUDING FENCES OR OTHER IMPROVEMENTS WHICH OBSTRUCT DRAINAGE SHALL BE PROHIBITED OVER, UPON OR UNDER ANY STORM DRAIN EASEMENT OR DRAINAGE EASEMENT THERON.

IN WITNESS WHEREOF, I DO HEREBY SET MY HANDS.

**OWNER: LOTS 51, 52, 53, 167, 168, 169, 171, 173 THROUGH 178, 327, 333 THROUGH 342, 211, 212, 229, 230, 243, 244, 261, 274, 275, 290, 303, 304 & 319, SUGAR CREEK ADDITION AND LOTS 11 & 12, SUGAR CREEK REPLAT 1.**

Barbara Lides Shaw 10/24/03  
BARBARA LIDES SHAW, MANAGING MEMBER DATE  
SUGAR CREEK L.L.C.

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME BARBARA LIDES SHAW, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AS MANAGING MEMBER OF SUGAR CREEK L.L.C. AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE 24 DAY OF October 2003  
NOTARY PUBLIC



MY COMMISSION EXPIRES July 17, 2007

**OWNER: LOT 47**

Prarie Homes, Inc. 10/27/03  
NAME DATE  
PRAIRIE HOMES, INC.

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 21 DAY OF October 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAVE PAK, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESSED BY BLANK AUTHORIZING AREA IN A & B DATE APPROVED

**OWNER: LOT 48**

Craig B. Wilson 10-  
CRAIG B. WILSON DATE  
Debra L. Wilson  
DEBRA L. WILSON DATE

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 23 DAY OF October  
AND FOR SAID COUNTY, PERSONALLY CAME CRAIG B. WILSON  
PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE 23 DAY OF October  
Michelle A. Stahlacker  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17

**OWNER: LOT 49**

Dave Pak 10-25-03  
DAVE PAK BUILDERS, INC. DATE

### ACKNOWLEDGMENT OF NOTARY

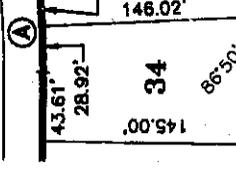
STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 25 DAY OF October  
AND FOR SAID COUNTY, PERSONALLY CAME DAVE PAK  
THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOL

WITNESS MY HAND AND OFFICIAL SEAL THE 25 DAY OF October  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17

589°53'40  
24.74'(M&E)



KNOWN, SAID SUBDIVISION TO BE HERETOFOR KNOWN AS SUGAR CREEK REPLAT 1, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, WEST CORPORATION, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS, ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED, IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO SAUTARY AND IMPROVEMENT DISTRICT #223, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THERON PIPES FOR THE TRANSMISSION OF WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

THE CONSTRUCTION OR LOCATION OF ANY BUILDING OR STRUCTURE, INCLUDING FENCES OR OTHER IMPROVEMENTS WHICH OBSTRUCT DRAINAGE SHALL BE PROHIBITED OVER, UPON OR UNDER ANY STORM DRAIN EASEMENT OR DRAINAGE EASEMENT THERON.

IN WITNESS WHEREOF, I DO HEREBY SET MY HANDS.

**OWNER: LOTS 51, 52, 53, 167, 168, 169, 171, 173 THROUGH 178, 327, 333 THROUGH 342, 211, 212, 229, 230, 243, 244, 261, 274, 275, 290, 303, 304 & 319, SUGAR CREEK ADDITION AND LOTS 11 & 12, SUGAR CREEK REPLAT 1.**

Barbara Udes Shaw 10/24/03  
 BARBARA UDES SHAW, MANAGING MEMBER  
 SUGAR CREEK LLC. DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
 COUNTY OF SARPY

ON THIS 24 DAY OF October 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME BARBARA UDES SHAW, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AS MANAGING MEMBER OF SUGAR CREEK LLC, AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DAY AFORESAID.



NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

**OWNER: LOT 47**

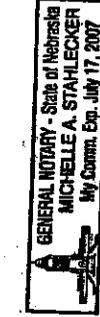
Tracy Ziegler 10-27-03  
 NAME  
 PRAIRIE HOMES, INC. DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
 COUNTY OF SARPY

ON THIS 27 DAY OF October 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME Tracy Ziegler, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

**OWNER: LOT 48**

Craig B. Wilson 10-17-03  
 CRAIG B. WILSON - DATE  
Debra L. Wilson  
 DEBRA L. WILSON DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
 COUNTY OF SARPY

ON THIS 23 DAY OF October  
 AND FOR SAID COUNTY, PERSONALLY CAME CRAIG  
 PERSONALLY KNOWN TO ME TO BE THE IDENTICAL  
 INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE  
 ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST  
Michelle A. Stahecker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES July 17

**OWNER: LOT 49**

Dave Park 10-27-03  
 DAVE PARK  
 DAVE PARK BUILDERS, INC. DATE

**ACKNOWLEDGMENT OF NOTARY**

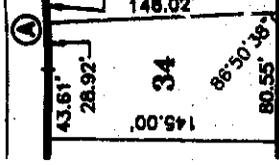
STATE OF NEBRASKA  
 COUNTY OF SARPY

ON THIS DAY OF October  
 AND FOR SAID COUNTY, PERSONALLY CAME DAVE  
 THE IDENTICAL PERSON WHOSE NAME IS AFFIXED  
 THAT THE EXECUTION THEREOF TO BE THEIR VO

WITNESS MY HAND AND OFFICIAL SEAL THE LAST  
Michelle A. Stahecker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES July 17

S89°53'40  
 24.74'(MB)







2003-64631

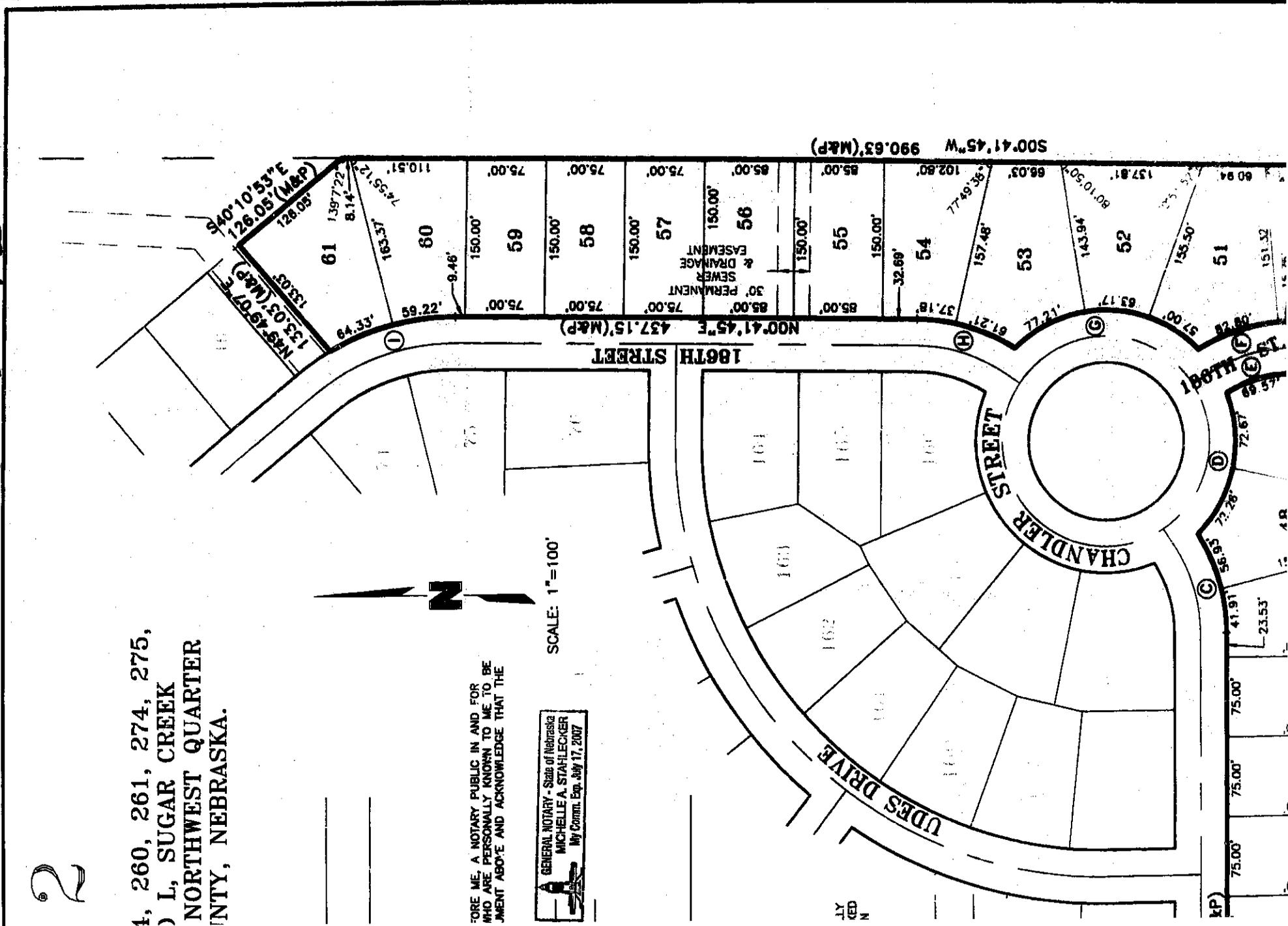
2

1, 260, 261, 274, 275,  
D L, SUGAR CREEK  
NORTHWEST QUARTER  
CNTY, NEBRASKA.



SCALE: 1"=100'

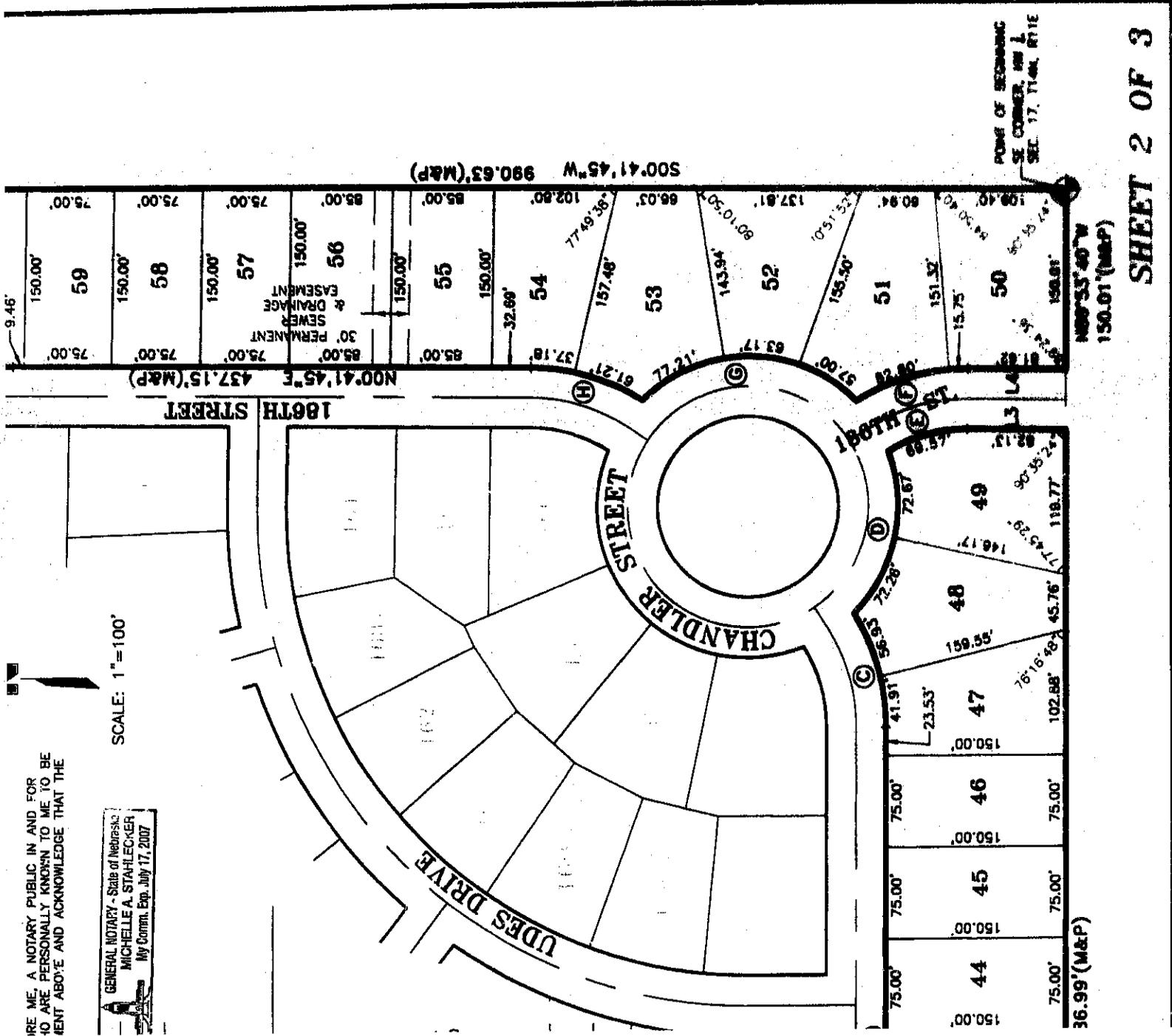
BEFORE ME, A NOTARY PUBLIC IN AND FOR  
WHO ARE PERSONALLY KNOWN TO ME TO BE  
JMENT ABOVE AND ACKNOWLEDGE THAT THE



BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF NEBRASKA, MICHELLE A. STAHLCKER, My Comm. Exp. July 17, 2007

GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLCKER  
My Comm. Exp. July 17, 2007

SCALE: 1" = 100'



SHEET 2 OF 3

**NOTES ON CONSENTS**

BEING A VALID DEED OF CONVEYANCE  
289, 290, 303, 304, 318, 319, 319, 319,  
ADDITION AND LOTS 11, 12 AND C  
OF SECTION 17, TOWNSHIP 1 N

LOT 166  
Harter 10/27/03  
DATE  
Christopher 10/27/03  
DATE

**ACKNOWLEDGMENT OF NOTARY**

NEBRASKA  
SARPY  
ON THIS 27<sup>th</sup> DAY OF October, 2003, A.D., BEFORE ME, A NOTARY PUBLIC  
SAND COUNTY, PERSONALLY CAME JAMES K. HARTER AND RALINDA C. HARTER, WHO  
ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED  
TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR  
ACT AND DEED.

MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.  
Michelle A. Stahlacker  
PUBLIC  
GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLACKER  
My Comm. Exp. July 17, 2007

LOT 57  
Stortz 10/27/03  
DATE  
Stortz 10/27/03  
DATE

**ACKNOWLEDGMENT OF NOTARY**

NEBRASKA  
SARPY  
ON THIS 27<sup>th</sup> DAY OF October, 2003, A.D., BEFORE ME, A NOTARY  
PUBLIC IN AND FOR SAND COUNTY, PERSONALLY CAME RONALD K. STORTZ AND BRANDY L  
BUSCHOW, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE  
NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION  
THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.  
Michelle A. Stahlacker  
PUBLIC  
GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLACKER  
My Comm. Exp. July 17, 2007

LOT 58  
Harvey E. Bails 10/07/03  
DATE  
Harvey E. Bails 10/27/03  
DATE

**ACKNOWLEDGMENT OF NOTARY**

NEBRASKA  
SARPY  
ON THIS 27<sup>th</sup> DAY OF October, 2003, A.D., BEFORE ME, A NOTARY  
PUBLIC IN AND FOR SAND COUNTY, PERSONALLY CAME HARVEY E. BAILS AND LAVERLE L  
BUSCHOW, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES  
ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF  
THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.  
Michelle A. Stahlacker  
PUBLIC  
GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLACKER  
My Comm. Exp. July 17, 2007

LOT 170  
Neuman 10-27-03  
DATE  
Neuman 10-26-03  
DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARPY  
ON THIS 27<sup>th</sup> DAY OF October, 2003, A.D., BEFORE ME, A NOTARY PUBLIC  
IN AND FOR SAND COUNTY, PERSONALLY CAME  
MICHELLE A. STAHLACKER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL  
PERSONS WHOSE NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE  
THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.  
Michelle A. Stahlacker  
NOTARY PUBLIC  
MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 172

Bradley D. Buschow  
PUBLIC  
GENERAL NOTARY - State of Nebraska  
BRADLEY D. BUSCHOW  
DATE  
Stacia L. Buschow  
DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARPY  
ON THIS 27<sup>th</sup> DAY OF October, 2003, A.D., BEFORE ME, A NOTARY  
PUBLIC IN AND FOR SAND COUNTY, PERSONALLY CAME  
MICHELLE A. STAHLACKER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL  
PERSONS WHOSE NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE  
THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.  
Michelle A. Stahlacker  
NOTARY PUBLIC  
MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 179

Christopher C. Owen  
PUBLIC  
GENERAL NOTARY - State of Nebraska  
CHRISTOPHER C. OWEN  
DATE  
Jill S. Owen  
DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARPY  
ON THIS 27<sup>th</sup> DAY OF October, 2003, A.D., BEFORE ME, A NOTARY  
PUBLIC IN AND FOR SAND COUNTY, PERSONALLY CAME CHRISTOPHER C. OWEN  
AND JILL S. OWEN, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL  
PERSONS WHOSE NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE  
THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.  
Michelle A. Stahlacker  
NOTARY PUBLIC  
MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 180

Rebecca W. Schummer  
PUBLIC  
GENERAL NOTARY - State of Nebraska  
MICHAEL A. SCHUMMER  
DATE  
Rebecca W. Schummer  
DATE

Michelle A. Hartner 10/27/03  
DATE

**PLEDGEDMENT OF NOTARY**

NEBRASKA  
SARPY

ON THIS 27 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY PUBLIC  
SAID COUNTY, PERSONALLY CAME JAMES K. HARTER AND RALINDA C. HARTER, WHO  
I AM PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED  
TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR  
VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlecker  
DATE

GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLCKER  
My Comm. Exp. July 17, 2007

ON EXPIRES July 17, 2007

LOT 57

Ronald K. Stortz 10/27/03  
DATE

**PLEDGEDMENT OF NOTARY**

NEBRASKA  
SARPY

ON THIS 27 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY  
PUBLIC FOR SAID COUNTY, PERSONALLY CAME RONALD K. STORTZ AND BRANDY L.  
I AM PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE  
NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION  
THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlecker  
DATE

GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLCKER  
My Comm. Exp. July 17, 2007

ON EXPIRES July 17, 2007

LOT 58

Harvey E. Bails 10/27/03  
DATE

**PLEDGEDMENT OF NOTARY**

NEBRASKA  
SARPY

ON THIS 27 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY  
PUBLIC FOR SAID COUNTY, PERSONALLY CAME HARVEY E. BAILS AND LOVERLE L.  
I AM PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES  
ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF  
TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlecker  
DATE

GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLCKER  
My Comm. Exp. July 17, 2007

LOT 170

Rebecca V. Schimmer 10-27-03  
DATE

Rebecca V. Schimmer 10-26-03  
DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 27 DAY OF October, 2003  
PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME  
WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDE  
AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDG  
THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE  
Michelle A. Stahlecker  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 172

Stacia L. Buschow  
BRADLEY D. BUSCHOW  
DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 27 DAY OF October, 2003  
PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME  
BUSCHOW, WHO ARE PERSONALLY KNOWN TO ME TO I  
NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND  
THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE  
Michelle A. Stahlecker  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 179

Christopher C. Owen  
CHRISTOPHER C. OWEN  
DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 27 DAY OF October, 2003  
AND FOR SAID COUNTY, PERSONALLY CAME CHRISTOPHER  
PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PER  
INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE DEE  
ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE  
Michelle A. Stahlecker  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 180

Rebecca V. Schimmer  
MICHAEL A. SCHIMMER  
DATE

Rebecca V. Schimmer 10/23/03  
REBECCA V. SCHIMMER  
DATE

# SUGAR CREEK REPLAT

LOTS 1 THROUGH 61, INCLUSIVE  
S 47 TROUGH 58, 167 THROUGH 180, 211, 212, 229, 230, 243, 243,  
318, 319, 326 THROUGH 342 AND OUTLOTS A, E, G, H, I, J, K  
12 AND OUTLOT A, SUGAR CREEK REPLAT 1, BEING PART OF T  
WNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH. P.M., SARPY

## OF NOTARY

Talun, 2003 A.D., BEFORE ME, A NOTARY  
NITY, PERSONALLY CAME BRICE A. NEWMAN AND CECILIA NEWMAN,  
TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE  
BOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE  
ED.

I, SEAL THE LAST DATE AFORESAID.

Michelle A. Stanlecker



July 17, 2007

10-26-03  
DATE

10-23-03  
DATE

## OF NOTARY

Talun, 2003 A.D., BEFORE ME, A NOTARY  
NITY, PERSONALLY CAME BRADLEY D. BURSON AND STACIA L  
LY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE  
STRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION  
MY ACT AND DEED.

I, SEAL THE LAST DATE AFORESAID.

Michelle A. Stanlecker



July 17, 2007

10/26/03  
DATE

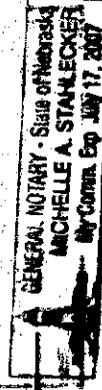
10-27-03  
DATE

## OF NOTARY

Talun, 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN  
ALLY CAME CHRISTOPHER C. OWEN AND ALL S. OWEN, WHO ARE  
I BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE  
KNLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY

I, SEAL THE LAST DATE AFORESAID.

Michelle A. Stanlecker



July 17, 2007

10/23/03  
DATE

10/23/2003  
DATE

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 23 DAY OF October, 2003,  
PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME MICHA  
W. SCHWENKER, WHO ARE PERSONALLY KNOWN TO ME TO BE  
NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNO  
THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFO

Michelle A. Stanlecker  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 329

Janey Chumchal 10/24/03  
TERRY ARNESEN, DATE

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October, 2003,  
PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME TERRY  
KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME  
ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF T  
DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFO

Michelle A. Stanlecker  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 329

Robert F. Niemi 10/23/03  
DOUGLAS F. NIEMANN, DATE

Michelle A. Stanlecker 10/24  
NOTARY PUBLIC, DATE

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October, 2003,  
AND FOR SAID COUNTY, PERSONALLY CAME DOUGLAS F. NI  
ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PER  
THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXEC  
VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFO

Michelle A. Stanlecker  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 330

Dustin F. Biles 10/24/03  
DUSTIN F. BILES, DATE

Julie A. Biles 10/24/03  
JULIE A. BILES, DATE

OF NOTARY

John, 2003 A.D., BEFORE ME, A NOTARY  
MY, PERSONALLY CAME BRICE A. NEWMAN AND CECILIA NEWMAN,  
TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE  
ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE  
ED.

IN SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlacker  
GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLACKER  
My Comm. Exp. July 17, 2007

July 17, 2007

10-26-03  
DATE

Stachew 10-23-03  
DATE

OF NOTARY

John, 2003 A.D., BEFORE ME, A NOTARY  
MY, PERSONALLY CAME BRADLEY D. BUSCHOW AND STACIA L  
MY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE  
STRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION  
MY ACT AND DEED.

IN SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlacker  
GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLACKER  
My Comm. Exp. July 17, 2007

July 17, 2007

10/26/03  
DATE

10-27-03  
DATE

OF NOTARY

John, 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN  
FULLY CAME CHRISTOPHER C. OWEN AND JILL S. OWEN, WHO ARE  
BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE  
PLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY

IN SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlacker  
GENERAL NOTARY - State of Nebraska  
MICHELLE A. STAHLACKER  
My Comm. Exp. July 17, 2007

July 17, 2007

10/23/03  
DATE

10/23/2003  
DATE

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 23 DAY OF October, 2003 A  
PUBLIC AND FOR SAID COUNTY, PERSONALLY CAME MICHA  
W. SCHOMMER, WHO ARE PERSONALLY KNOWN TO ME TO BE  
NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNO  
THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNES MY HAND AND OFFICIAL SEAL THE LAST DATE AFORE  
NOTARY PUBLIC  
Michelle A. Stahlacker

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 328

James Ahrensheid 10/24/03  
TERRY MENSEL DATE

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October, 2003 A  
PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME TERRY  
KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME  
ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO  
DEED.

WITNES MY HAND AND OFFICIAL SEAL THE DATE AFORE  
NOTARY PUBLIC  
Michelle A. Stahlacker

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 329

Joseph F. Niemi 10/23/03  
DOUGLAS F. NIEMANN DATE

Christy J. Niemann 10/24  
KAREN J. NIEMANN DATE

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October, 2003 A  
AND FOR SAID COUNTY, PERSONALLY CAME DOUGLAS F. NIEM  
ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PER  
THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECU  
VOLUNTARY ACT AND DEED.

WITNES MY HAND AND OFFICIAL SEAL THE LAST DATE AFORE  
NOTARY PUBLIC  
Michelle A. Stahlacker

MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 330

Dustin F. Biles 10/24/03  
DUSTIN F. BILES DATE

Julie A. Biles 10/24/03  
JULIE A. BILES DATE

AT 2

243, 244, 260, 261, 274, 275,  
J, K AND L, SUGAR CREEK  
OF THE NORTHWEST QUARTER  
ARPY COUNTY, NEBRASKA.

2003-64631

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 26 DAY OF October, 2003 A.D., BEFORE ME, A  
NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DUSTIN F. BILES AND  
JULIE A. BILES, WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL  
PERSONS WHOSE NAMES ARE AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE  
THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlbacher  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007



OWNER: LOT 331

Camco Homes, Inc.  
NAME  
CAMCO HOMES, INC.  
DATE 10/24/07

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY  
PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME Erica, WHO IS  
PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE  
INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR  
VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlbacher  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007



OWNER: LOT 332

Quatman's Pres. 10/24/03  
NAME  
VENCL CONSTRUCTION, INC.  
DATE

ACKNOWLEDGMENT OF NOTARY

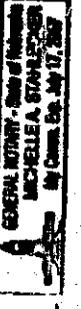
STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN  
AND FOR SAID COUNTY, PERSONALLY CAME Erica, WHO IS PERSONALLY  
KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT  
ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlbacher  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007



OWNER: LOT 318

Erica  
NAME  
DATE 10/24/03  
Erica J. Jans  
DATE 10/24/03

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 24 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN  
AND FOR SAID COUNTY, PERSONALLY CAME Erica, WHO IS PERSONALLY  
KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE  
INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY  
ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Michelle A. Stahlbacher  
NOTARY PUBLIC

MY COMMISSION EXPIRES July 17, 2007



2003 A.D., BEFORE ME, A NOTARY  
CAME MICHAEL A. SCHOMMER AND REBECCA  
AND ACKNOWLEDGE THAT THE EXECUTION  
DATE AFORESAID.



2007

14/03

2003 A.D., BEFORE ME, A NOTARY  
CAME TERRY AHRENKEL, WHO IS PERSONALLY  
KNOWN TO ME TO BE THE IDENTICAL PERSON  
THEIR VOLUNTARY ACT AND

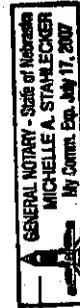


2007

1362

10/24/03

2003 A.D., BEFORE ME, A NOTARY PUBLIC IN  
CAME JAS F. MEYHANN AND KRISTI J. MEYHANN, WHO  
PERSONALLY KNOWN TO ME TO BE THE IDENTICAL  
THE EXECUTION THEREOF TO BE THEIR



2007

Michelle A. Stahlacker  
NOTARY PUBLIC  
MY COMMISSION EXPIRES July 17, 2007



OWNER: LOT 331  
Camco Homes, Inc.  
NAME  
DATE 10/24/03

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARY

ON THIS 24 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME Erica Thomas, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



Michelle A. Stahlacker  
NOTARY PUBLIC  
MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 332  
Qualmen Park  
NAME  
DATE 10/24/03  
VENUE CONSTRUCTION, INC.

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARY

ON THIS 24 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME Michelle Thomas, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



Michelle A. Stahlacker  
NOTARY PUBLIC  
MY COMMISSION EXPIRES July 17, 2007

OWNER: LOT 318  
Brent J. Jones  
NAME  
DATE 10/24/03  
Brent J. Jones  
DATE 10/24/03

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF SARY

ON THIS 24 DAY OF October, 2003 A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME Brent J. Jones, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT ABOVE AND ACKNOWLEDGE THAT THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.



Michelle A. Stahlacker  
NOTARY PUBLIC  
MY COMMISSION EXPIRES July 17, 2007

2003 A.D., BEFORE ME, A NOTARY  
AME MICHAEL A. SCHOMMER AND REBECCA  
ME TO BE THE IDENTICAL PERSONS WHOSE  
IND ACKNOWLEDGE THAT THE EXECUTION



DATE AFORESAID.  
2007

4/03

2003 A.D., BEFORE ME, A NOTARY  
ME TERRY A. HENDRIEL, WHO IS PERSONALLY  
SE NAME IS AFFIXED TO THE INSTRUMENT  
HEREOF TO BE THEIR VOLUNTARY ACT AND



DATE AFORESAID.  
2007

4/03

01/24/03

2003 A.D., BEFORE ME, A NOTARY PUBLIC IN  
S F. MEGAWAN AND KRISTI J. MEGAWAN, WHO  
CAL PERSONS WHOSE NAMES ARE AFFIXED TO  
HE EXECUTION THEREOF TO BE THEIR



DATE AFORESAID.  
07

# Sugar Creek Rep 2

Rep 6747 thru 58  
1674 thru 180  
211, 212, 229, 230  
243, 244, 260, 261  
274, 275, 289, 290  
303, 304, 318, 319  
326 thru 342  
Sugar Creek

Plat and Dedication  
Filed 11-3-03, in Book 03 at Page 64631, 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  
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) SID #223 for utility,  
Also grants an easement to ~~Metropolitan~~ Utilities District SID #223  
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 12-16-04, in Book 2004 at Page 47738, 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  
or

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 \_\_\_\_\_  
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.  
every owner shall have full rights of ownership  
and enjoyment of his individual unit  
Architectural Control

\*\*\*\*\*  
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. \_\_\_\_\_  
2001-17431 SID #223 filed 6-12-01 COPY  
2005-34453 Sup SID #223 filed 9-19-05 COPY