

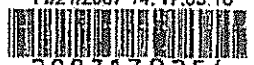


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**SECOND AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF STRATFORD PARK, A SUBDIVISION
 IN DOUGLAS COUNTY, NEBRASKA**

THIS SECOND AMENDMENT TO DECLARATION is made the date hereinafter set forth by Stratford Park Development, L.L.C., a Nebraska limited liability company, Declarant.

RECITALS

A. On June 21, 2006, a document entitled Declaration of Covenants, Conditions, Restrictions and Easements of Stratford Park, a Subdivision in Douglas County, Nebraska (hereinafter the "Original Declaration") for Lots 1 through 393, inclusive, all in STRATFORD PARK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and replats thereof and additions therof was recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2006069599 (the "Original Declaration").

B. On August 15, 2006, a document entitled First Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements of Stratford Park, a Subdivision in Douglas County, Nebraska for Lots 1 through 393, inclusive, all in STRATFORD PARK, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and replats thereof and additions thereto, was recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Instrument No. 2006093313 (hereinafter the "First Amendment")(the Original Declaration and First Amendment are hereinafter collectively referred to as the "Declaration").

C. Paragraph 2 of Article V of the Declaration provides that for a period of ten (10) years following June 21, 2006, the Declarant shall have the right to amend the Declaration in its sole and absolute discretion.

NOW, THEREFORE, Declarant hereby declares that the Declaration should be and hereby is amended in the following manner:

1. By deleting therefrom Subparagraph (E) of Article I, Paragraph 2, in its entirety and adding in its place and stead the following:

FULLENKAMP, DOYLE & JOBEUN
 11440 WEST CENTER ROAD
 OMAHA, NEBRASKA 68144-4482

✓ 1026

(E) At such time as there shall be a completed single family residence constructed and occupied on one hundred percent (100%) of all Lots, including all other phases of the Sugar Creek development, or ten (10 years), whichever shall occur first, all discretions of Declarant under this Article 1, Paragraph 2, shall transfer to the Homeowners Association and shall be administered pursuant to the provisions of Article III herein.

II. By adding Paragraph 25 to Article I as follows:

25. Any mailboxes utilized within the Stratford Park development, other than those installed by or at the direction of the Developer for temporary use only, shall be installed by or at the direction and cost of each individual Lot owner, shall be black in color and shall contain ornamental iron posts.

III. By deleting therefrom Paragraph 3 of Article IV in its entirety and adding in its place and stead the following:

3. A perpetual drainage easement is hereby reserved along a five (5') foot wide strip of land abutting all lot lines in favor of the immediately adjoining Lots and any and all upstream and downstream Lots. The owner of each Lot upon commencement of construction for Improvements on such Lot shall create drainage swales and other measures along the easement on such owner's Lot and along adjoining Lots in the easementways created hereby in accordance with the drainage plan developed by the Declarant's engineer, such plan being attached hereto as Exhibit "A" and incorporated herein by this reference, however, neither Declarant, nor its engineer shall incur any liability relating to such drainage plan. In addition, a perpetual drainage easement is hereby reserved along a ten (10') foot wide strip of land abutting the rear lot lines of Lots 240 - 254, inclusive, and Lot 276 - 287, inclusive, all in Stratford Park, in favor of any and all upstream and downstream Lots for storm and other water runoff. Such drainage easements shall be bermed and shall not be disturbed or otherwise changed in any way which may affect the course of drainage.

IV. The Declaration is in all other matters ratified and affirmed.

V. 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.

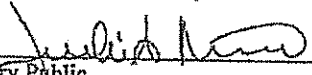
IN WITNESS WHEREOF, the Declarant has executed this Second Amendment on this 30 day of October 2007.

STRATFORD PARK DEVELOPMENT, L.L.C., a
Nebraska limited liability company, "Declarant,"

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of October 2007, by Barbara Udes Shaw, Manager of STRATFORD PARK DEVELOPMENT, 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 his voluntary act and deed on behalf of said limited liability company.



Notary Public

