

# 16.50

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2004-17951

2004 MAY 17 P 2:33 PM

*Steve G. Downing*  
REGISTER OF DEEDS

COUNTER LM C.E. K  
VERIFY LA D.E. P  
PROOF SD 194.50  
FEES \$ \_\_\_\_\_  
CHECK# 3811 + 31318  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

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

This Second 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 and the First Amendment to such Declaration filed June 12, 2002, as Instrument No. 2002-22056 in the Register of Deeds of Sarpy County, Nebraska (hereinafter collectively referred to as the "Declaration") both 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, or was, at all times material hereto, 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; Lots 60 through 220, inclusive, Lots 221 - 358, 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 1 - 13, inclusive, all in Sugar Creek Replat 3, 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,

RA1 Return to: Jana L. McDonald  
Graves Development Resources  
11920 Burt St, Suite 165  
Omaha, NE 68154

17951

2004-17951 A

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.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article III, Paragraph 3 and Article V, Paragraph 2 of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Lots 1 - 13, inclusive, all in Sugar Creek Replat 3, a subdivision as surveyed, platted and recorded in Sarpy 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. The Declaration is in all other matters ratified and affirmed.

3. 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 Second Amendment to Declaration as of this 17 day of May 2004.

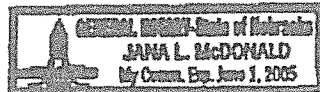
SUGAR CREEK, L.L.C., a Nebraska limited liability company, "Declarant,"

By: Barbara Udes Shaw  
Barbara Udes Shaw, Manager

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May 2004, 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 on behalf of said limited liability company.

Jana L. McDonald  
Notary Public



FILED SARP Y CO. NE.  
INSTRUMENT NUMBER  
2007- 38169

2007 DEC 28 P 2:19

*George J. Hawley*

REGISTER OF DEEDS

COUNTER   a   C.E.   a    
VERIFY   a   D.E.   a    
PROOF   a    
FEES \$ 193.50  
CHECK #             
CHG. FAT- 193.50 CASH             
REFUND            CREDIT             
SHORT            NCR           

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

This Third 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, the First Amendment to such Declaration filed June 12, 2002, as Instrument No. 2002-22056 in the Register of Deeds of Sarpy County, Nebraska, and the Second Amendment to such Declaration filed May 17, 2004, as Instrument No. 2004-17951 in the Register of Deeds of Sarpy County, Nebraska (hereinafter collectively referred to as the "Declaration") all of which were 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, or was, at all times material hereto, the owner of certain real property located within Sarpy County, Nebraska and described as follows:

See Attached Exhibit A

~~Lots 1 through 30, inclusive; Lots 32 through 58, inclusive; Lots 60 through 220, inclusive; Lots 221 through 358, 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 to modify the architectural review provisions,

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.

NOW, THEREFORE, pursuant to the authority granted to the Declarant in Article III,

#15 FAT

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RECORDED NOTE: INDEXED  
AGAINST SUGAR CREEK ADDITION  
LAL 13-28-07  
LOTS 232 + 233 SUGAR CREEK ADDITION  
REPLATED INTO LOT 1 SUGAR CREEK ADDITION REALTY

A

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

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

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 I, Paragraph 2, shall transfer to the Homeowners Association and shall be administered pursuant to the provisions of Article III herein.

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

3. 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 Second Amendment to Declaration as of this \_\_\_\_ day of October 2007.

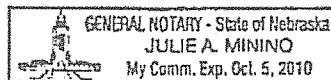
SUGAR CREEK, L.L.C., a Nebraska limited liability company, "Declarant,"

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 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 on behalf of said limited liability company.

Julie A. Minino  
Notary Public



2007-38169 B

Exhibit A

Lots 1-30, Sugar Creek

Lots 32-46, Sugar Creek

Lots 47-58 Sugar Creek, NKA Lots 1-61, Sugar Creek Replat 2

Lots 60-166, Sugar Creek

Lots 167-180 Sugar Creek, NKA Lots 1-61, Sugar Creek Replat 2

Lots 181-203 & OLF, Sugar Creek, NKA Lots 1-10 and 13-23, Sugar Creek Replat 1,  
and Lots 11, 12 & OLA, Sugar Creek Replat 1 NKA Lots 1-61, Sugar Creek Replat 2

Lots 204-210, Sugar Creek

Lots 211, 212, 229, 230, 243, 244 260, 261, 274, 275, 289, 290, 303, 304, 318, 319, 326  
thru 342 & OLA, E, G, H, I, J, K, L, Sugar Creek NKA Lots 1 thru 61 Sugar Creek  
Replat 2

Lots 213-228, 231-242, 245-259, 262-273, 276-288, 291-302, 305-317, 320-325,  
342-358, Sugar Creek

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



**ARTICLES OF INCORPORATION OF  
SUGAR CREEK HOMEOWNERS ASSOCIATION**

In compliance with the requirements of the Nebraska Nonprofit Corporation Act, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I  
Name**

The name of the corporation is Sugar Creek Homeowners Association, hereafter called the "Association."

**ARTICLE II  
Mutual Benefit Corporation**

The Association is a mutual benefit corporation and the Association will have members.

**ARTICLE III  
Principal Office**

The principal office of the Association is located at 11920 Burt Street, Suite 165, Omaha, Nebraska 68154.

**ARTICLE IV  
Registered Agent and Office**

Jana McDonald, is hereby appointed the initial registered agent of this Association and the registered office of the Association is located at 11920 Burt Street, Suite 165, Omaha, Nebraska 68154.

**ARTICLE V  
Purpose and Powers of the Association**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots within that certain tract of property described as:

Lots 1 through 30, inclusive, Lots 32 through 58, inclusive, Lots 60 through 220, inclusive, and Lots 221 through 358, inclusive, all in Sugar Creek Addition, a subdivision in Sarpy County, Nebraska

and to promote the health, safety, welfare and enjoyment of the residents within the above-described property and of the homes situated on the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, for this purpose to:

a. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Sugar Creek, and any amendments and/or restatements thereto, hereinafter collectively called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Sarpy County, Nebraska, said Declaration and amendments and/or restatements being incorporated herein as if set forth at length:

b. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d. borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of the Declarant or of two-thirds (2/3) of the members of the Association;

f. have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Nebraska by law may now or hereafter have or exercise.

#### **ARTICLE VI** **Membership**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### **ARTICLE VII** **Voting Rights**

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 for each Lot owned on each matter properly coming before the Members of the Association.

**ARTICLE VIII**  
**Board of Directors**

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association or be Owners. The number of directors may be changed by amendment of the By-Laws of the Association.

**ARTICLE IX**  
**Dissolution**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X**  
**Duration**

The corporation shall exist perpetually.

**ARTICLE XI**  
**Amendments**

Amendment of these Articles shall require the assent of a majority of the Board of Directors of the Association.

**ARTICLE XII**  
**Incorporator**

Jana McDonald of 11920 Burt Street, Suite 165, Omaha, Nebraska 68154 is the sole incorporator of this Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Nebraska, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles of Incorporation this 1<sup>st</sup> day of January 2002.

INCORPORATOR:

Jana L McDonald  
Jana McDonald  
11920 Burt Street, Suite 165  
Omaha, Nebraska 68154