



Instrument #: 202609261

Date: Fri Apr 24 14:10:52 CDT 2026

Amber Houghtaling

County Clerk/Register of Deeds

AMD

Pages: 5

Space Above This Line For Recording Information

When recorded return to John M. Walker, Lamson Dugan & Murray LLP, 10306 Regency Parkway Drive, Omaha, NE 68114

THIRD AMENDMENT TO
PROTECTIVE COVENANTS,
OF WHITETAIL CREEK, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA

THIS THIRD AMENDMENT TO THE PROTECTIVE COVENANTS ("Amendment") is made this 24th day of April, 2026, by WHITETAIL CREEK HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation (the "Association").

RECITALS

- A. On May 30, 2012, a document entitled Protective Covenants (the "Declaration") was recorded on the property legally described as Lots 3 through 477, inclusive, Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2012-15828.
- B. On May 2, 2014, a document entitled Amendment to Protective Covenants was recorded by the Declarant in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2014-09019.
- C. On July 17, 2015, a document entitled First Amended and Restated Protective Covenants was recorded by the Declarant in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2015-17218.
- D. On July 19, 2016, a document entitled Second Amended and Restated Protective Covenants was recorded by the Declarant in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 2016-17415.
- E. Subsequent to the recording of the Declaration, a portion of the Property was replatted as Whitetail Creek Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
- F. Pursuant to that certain Assignment and Assumption of Declarant Rights recorded prior to this Amendment in the Office of the Register of Deeds of Sarpy County, Nebraska (the "Assignment"), the Association has been assigned all rights of the

Declarant under the Declaration, including, without limitation, the right to amend, modify, and supplement the Declaration.

NOW, THEREFORE, the Association, pursuant to its rights assigned as Declarant under the Declaration, hereby amends the Declaration as follows:

1. A new Section 1A entitled "Leasing of Lots" is hereby added immediately following Section 1 of the Declaration and shall provide as follows:

1A. Leasing of Lots.

No Lot or Dwelling shall be leased for a term of less than thirty (30) consecutive days, and all short-term or transient rentals are strictly prohibited. No Owner shall advertise, list, or otherwise offer any Lot or dwelling for rental for a period of less than thirty (30) consecutive days, including through any online platform or similar service. All leases must be in writing, and the Association shall have the right, upon request, to review copies of lease agreements to confirm compliance with this Declaration. Each Owner shall remain responsible for any violations of the Declaration, Bylaws, or rules and regulations of the Association by any tenant, occupant, or guest, and all leases shall provide that tenants are subject to and must comply with the governing documents of the Association. Any lease entered into in violation of this Section shall constitute a violation of this Declaration and shall be subject to enforcement by the Association to the fullest extent permitted by law.

2. Section 3 of the Declaration, entitled "Prohibited Structures," is hereby amended and restated in its entirety to read as follows:

3. Prohibited Structures.

No structure of a temporary character, including, without limitation, trailers, tents, shacks, barns, or other outbuildings, shall be used on any Lot at any time as a residence, either temporarily or permanently. Except as otherwise expressly provided herein, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family Dwelling and such accessory structures as may be expressly permitted under this Declaration.

Sheds shall be permitted on Lots, subject to the following restrictions:

- (a) No shed shall exceed one hundred fifty (150) square feet in area or ten (10) feet in height.
- (b) No shed shall be constructed of metal materials.
- (c) All sheds shall be constructed on concrete footings or another secure base.

- (d) All sheds shall comply with all applicable local jurisdiction location building and zoning codes.
- (e) All sheds shall be kept in good condition and repair and appropriately maintained in keeping with the standards applicable to the Dwelling under these Protective Covenants.

3. Section 15 of the Declaration entitled "Remedy on Violation," is hereby amended and restated in its entirety to read as follows:

15. Remedy on Violation.

If the Declarant, the Association, or any Owner of any Lot shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association, the Declarant, or any Owner of any Lot within the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and to prevent such violation or recover damages for such violation.

4. Section 19 of the Declaration, entitled "Amendments," is hereby amended and restated in its entirety to read as follows:

19. Amendments.

Following the expiration of the Declarant's right to amend these Protective Covenants, the covenants may be amended, modified, or supplemented by the affirmative vote or written consent of at least sixty-six percent (66%) of the Owners of Lots who are in good standing with respect to the payment of HOA dues. A quorum shall consist of twenty-five percent (25%) of all Lots. Only Owners in good standing shall be eligible to vote on any proposed amendment. Written notice of any proposed amendment shall be provided to all Owners not less than ten (10) days prior to the meeting at which such amendment will be considered, and such notice shall include a summary of the proposed amendment. Written notice of any proposed amendment shall be provided to all Owners not less than ten (10) days prior to the meeting at which such amendment will be considered, and such notice shall include a summary of the proposed amendment. Any approved amendment shall be effective upon recording in the Office of the Register of Deeds of Sarpy County, Nebraska.

5. This Amendment shall apply to and be recorded against the following legally described property:

Lots 3 through 238, inclusive, and Lots 242 through 477, inclusive, all in Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy

County, Nebraska, and Lots 1 through 3, inclusive, Whitetail Creek Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

[Signature page follows]

