DON CLARK REGISTER OF DEEDS SAUNCERS CO. NEBR.

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BOOK 290 PAGE 1132

### DECLARATION **OF** COVENANTS, CONDITIONS AND RESTRICTIONS SUTTON'S 4th SUBDIVISION

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the signatories hereto who are described as Declarant,

#### WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Saunders County, Nebraska, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO,

and hereinafter called Property, and,

WHEREAS, Property will be platted into a residential subdivision to be known as Sutton's 4th Subdivision, the legal description of which is as follows, to wit:

Lots 14 through 18, inclusive, Sutton's 4th Subdivision, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, and,

WHEREAS, prior hereto, Declarant did cause the following-described Subdivisions and the lots therein, to wit:

Lots 1 through 18, inclusive, Sutton's 2nd Subdivision, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, and,

Lots 3 through 7, inclusive, Sutton's 2nd Subdivision, First Addition, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, and,

Lots 8 through 13, inclusive, Sutton's 3rd Subdivision, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska,

to be created, and for which there was prior hereto, placed upon said aforenoted subdivisions, covenants, conditions and restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions of Sutton's Second Subdivision recorded in Book 250, Page 250, of the General Records of the Saunders County Register of Deeds on November 20, 2000, and as set forth in the Declaration of Covenants, Conditions and Restrictions of Sutton's 3rd Subdivision recorded in Book 279, Page 306, of the General Records of the Saunders County Register of Deeds on October 2, 2002, and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the real estate in Sutton's 4th Subdivision, for the maintenance of the residential character of the real estate in Sutton's 4th Subdivision, and for the acquisition, construction and maintenance of the streets and easements of the real estate in Sutton's 4th Subdivision for the use and enjoyment of the residents of Sutton's 4th Subdivision, and,

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Solif & Freeman-Caddy 551 North Linden P.O. Box 277 Wahoo, Nebraska 68

(402) 443-3225

WHEREAS, to do so, Declarant declares that the Declaration of Covenants and Restrictions of Suttons', 3<sup>rd</sup> Subdivision shall be by reference the covenants, conditions and restrictions of Sutton's 4th Addition,

NOW, THEREFORE, Declarant hereby declares that all the real estate described heretofore and known as Sutton's 4th Subdivision shall be included within and subject to the aforenoted Declaration of Covenants, Conditions and Restrictions of Sutton's 3rd Subdivision, and that all terms and conditions of the Declarations of Covenants, Conditions and Restrictions of Sutton's 3rd Subdivision are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed these Declarations of Covenants, Conditions and Restrictions this Heavy of May of 2003.

John T. Sutton, Declarant

Colleen M. Sutton, Declarant

260. Z STATE OF NEBRASKA ) ss. COUNTY OF SAUNDERS )

GENERAL NOTARY-State of Nebraska
LOREN L. LINDAHL
My Comm. Exp. Feb. 19, 20 05

<del>Notar</del>ý Públic

#### **OUTER BOUNDARY DESCRIPTION:**

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF SUTTON'S 2ND SUBDIVISION FIRST ADDITION, SAID POINT BEING ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE N90-00-000E (ASSUMED BEARING), ON THE NORTH LINE OF SAID LINE LOT 7, A DISTANCE OF 454.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE NORTHERLY ON THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF N31-49-49E, A DISTANCE OF 192.33 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SUTTON'S 3RD SUBDIVISION; THENCE N08-55-46E, ON THE WEST LINE OF SAID LOT 10, A DISTANCE OF 419.96 FEET TO THE SOUTHWEST CORNER OF LOT 11 OF SUTTON'S 3RD SUBDIVISION; THENCE N00-35-13W, ON THE WEST LINE OF SAID LOT 11, A DISTANCE OF 385.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE N89-24-47E, ON THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 342.00 FEET; THENCE NORTHERLY ON A 60.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF N00-35-13W, A DISTANCE OF 188.93 FEET; THENCE N89-24-47E, A DISTANCE OF 60.00 FEET; TO A POINT ON THE WEST LINE OF LOT 13 OF SUTTON'S 3RD SUBDIVISION; THENCE N00-35-13W, ON THE WEST LINE OF SAID LOT 13, A DISTANCE OF 278.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 13, SAID POINT ALSO BEING ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE S89-35-11W, ON THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER; THENCE S89-35-11W, ON THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER; THENCE S00-29-01E, ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE S00-29-01E, ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE S00-29-01E, ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 1298.51 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A"

DO. J.A.K REGISTER OF DEEDS SAUNDERS CO. NEBR.

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BOOK 291 PAGE 131 6

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### SUBDIVISION AGREEMENT "SUTTON'S 4TH SUBDIVISION" SAUNDERS COUNTY, NEBRASKA

THIS AGREEMENT is made and entered into on this 8th day of May 2003, by and between the CITY OF WAHOO, Saunders County, Nebraska, a Municipal corporation and a city of the second class of the State of Nebraska, hereinafter referred to as "CITY", and John T. and Colleen M. Sutton, husband and wife, hereinafter referred to as "SUBDIVIDER".

WHEREAS, SUBDIVIDER is the owner of the land included within the proposed final plat which is attached hereto, marked Exhibit "A", and incorporated herein by reference, which parcel of land, hereinafter referred to as "SUTTON'S 4TH SUBDIVISION" is within the CITY'S zoning and subdivision jurisdiction, but not within the corporate limits of the CITY, and,

WHEREAS, SUBDIVIDER has submitted a subdivision application to CITY for SUTTON'S 4TH SUBDIVISION, and,

WHEREAS, SUBDIVIDER does not wish to connect to the existing water, sanitary sewer and natural gas systems of CITY,

## NOW, THEREFORE, IT IS AGREED BETWEEN CITY AND SUBDIVIDER AS FOLLOWS: LOTS 14-15-16-17-18 32-15-7

- 1. That the findings made above should be and are hereby made part of the Agreement as fully as if set out at length herein.
- 2. That each lot on the final plat of SUTTON'S 4TH SUBDIVISION shall have at least one (1) well which provides potable water for human consumption to be used exclusively by said lot.
- 3. That each lot on the final plat of SUTTON'S 4TH SUBDIVISION shall be equipped with a sanitary septic system to be used exclusively by said lot.
- 4. That each well and sanitary septic system shall be constructed pursuant to the rules and regulations of the State of Nebraska Department of Health and Human Services and the Department of Environmental Quality, as said rules and regulations exist at the time of construction of said well and/or sanitary septic system on each lot.
- 5. That all of the development, construction, maintenance or repair of the dedicated streets and common areas within SUTTON'S 4TH SUBDIVISION shall be at the sole cost and expense of the SUBDIVIDER, provided however, SUBDIVIDER may assess said costs

for said streets and common areas against the lots within SUTTON'S 4TH SUBDIVISION pursuant to the declaration of covenants, conditions and 9101317 restrictions of SUTTON'S 4TH SUBDIVISION; CITY shall bear no cost for the installation of any improvements, including, but not limited to, construction costs, engineering fees, attorney fees, testing expenses, inspection costs, financing and miscellaneous costs. All such costs shall be at the sole expense of the SUBDIVIDER.

- 6. That CITY waives Section 8.13 of the existing CITY Subdivision Regulations, which requires proposed streets to be paved and include curb and gutters, except as provided in paragraph 12 hereof. All streets within SUTTON'S 4TH SUBDIVISION shall have a crushed rock or gravel roadway surface.
- 7. That approval of this Agreement does not constitute acceptance by CITY of said streets for maintenance by CITY.
- 8. That CITY waives Section 8.18 of the existing CITY Subdivision Regulations, which requires the installation of sidewalks, except as provided in paragraph 12 hereof.
- That prior to construction of any structure upon a lot within SUTTON'S 4TH SUBDIVISION, a plot plan shall be prepared and submitted to the City of Wahoo Building Inspector for approval. This plot plan shall show the proposed locations of the building(s), sanitary septic system, and water well. Further, prior to construction, all of the necessary permits allowing for the construction of buildings, sanitary septic systems, and water wells shall be secured from the CITY and the State of Nebraska. Copies of State permits shall be submitted to the City of Wahoo Building Inspector.
- 10. That SUBDIVIDER agrees to enter into an agreement or a series of agreements with CITY for the installation of improvements to supply electricity to the lots within SUTTON'S 4TH SUBDIVISION.
- 11. That at such time as the corporate limits of the CITY extend and become contiguous with the boundaries of SUTTON'S 4TH SUBDIVISION, it is hereby agreed as follows:
  - a. SUTTON'S 4TH SUBDIVISION shall be annexed and be included in the corporate limits of the City of Wahoo, Nebraska;
  - b. All public improvements, as mandated by the CITY'S Subdivision Regulations, shall be installed at the expense of the owners of the lots within SUTTON'S 4TH SUBDIVISION. Said public improvements shall include

concrete paved streets with curb and gutters, storm sew29101318 drainage facilities and related appurtenances, water mains with fire hydrants and related appurtenances, sanitary sewer mains with manholes and related appurtenances, natural gas mains and related appurtenances, street lights and related appurtenances, and sidewalks;

- c. All water wells and septic systems within SUTTON'S 4TH SUBDIVISION shall be abandoned at the expense of the owners of the lots within SUTTON'S 4TH SUBDIVISION and the owners of lots within SUTTON'S 4TH SUBDIVISION shall connect to the City's water, sewer, natural gas, and electrical systems.
- 12. That this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Where the term SUBDIVIDER is used in this agreement, the subsequent owner of any lot within SUTTON'S 4TH SUBDIVISION shall be responsible to perform any of the conditions of this Agreement if the SUBDIVIDER has not performed such conditions.
- 13. That CITY may cause this Subdivision Agreement, or a Notice thereof, to be recorded with the Saunders County Register of Deeds, at CITY'S cost.
- 14. That this Subdivision Agreement shall be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall, together, constitute and be one in the same instrument.

IN WITNESS WHEREOF, we the executing parties, by their respective duly authorized agents, hereby enter into the Subdivision Agreement effective on the day and year first above written.

CITY OF WAHOO, NEBRASKA;

Daryl Reitmajer, Its Mayor

Bv:

STATE OF NEBRASKA

COUNTY OF SAUNDERS

) ss.

of Chick Drien

The foregoing Subdivision Agreement was acknowledged before me on this day of Mayor, 2003, by Daryl Reitmajer, Mayor of the City of Wahoo, Nebraska.

Notary Public

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By: John T. Sutton, Owner

By: Colleen M. Sutton
Colleen M. Sutton, Owner

STATE OF NEBRASKA

) ss.

COUNTY OF SAUNDERS

The foregoing Subdivision Agreement was acknowledged before me on this day of MAY, 2003, by John T. Sutton and Colleen M. Sutton, husband and wife, known to

me to be the identical persons whose names are affixed to said Subdivision Agreement, and they

Notary Public

acknowledged the execution thereof to be their voluntary act and deed.

GENERAL NOTARY-State of Nebraska LINDA K. LITTLE My Comm. Exp. Jan. 1, 2006

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# Sutton's 4th Subdivision

Plat and Dedication	at Page, 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 and /or	40	lasl
for utility, installation and maintenance on, over, through, under and across or		
an foot wide strip of land a and a foot wide strip of lan	utting the front and the side boundary lines of all butting the rear boundary line of all interior lots; d abutting the rear boundary line of all exterior lots No (Circle One) an Utilities District foot wide, under and across a foot wide.	ots.
**************************************	**************************************	Book <u>190 Page 1/32</u>
Omaha Public Power District, U.S. West Communications Northwestern Bell Telephone Company and any cable company granted a cable and /or		
for utility, installation and maintenance on, over, through, under and across or		
an foot wide strip of land ab and a foot wide strip of land Does it include the following?? Yes or I Also grants an easement to Metropolitan	n Utilities District	s. for utility,
abutting all cul-de-sac streets.  Does it include the Following?? Homeo  Does it include the following?? Possible	wners Association (Yes) or No. (Circle One) e Telephone Connection Charge Yes or No (Circ	ele One)
Any additional info.  Appropriate and case	is hereby Reserved in Jawor D	eclarant and granted
Mississipp And Antonion	been granted a franchise to peop to prect peopto	n Proposis and Dicha
Easement Right of Way 12, 2 <sup>nd</sup> 3 <sup>rd</sup> or, Book,	Amendment to at Page, Instrument No	Deret utilities o Hrough sende Cicross all area
, Subalivision agreem	ent filed 5-27-03 Copy	on Prop. inducation as easemen