

98-020986  
FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
98-020986

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*Lloyd J. Dowding*  
REGISTER OF DEEDS

Counter 5  
Verify   
D.E. DJ  
Proof W  
Fee \$ 195.50  
Chk  Cash  Chg



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**  
SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE, #1109  
PAPILLION, NE 68046-2895  
402-593-5773

98-20986A

**PETITION, CONSENT AND WAIVER**  
(Hunter's Creek Subdivision)

To: The Mayor and City Council of the City of La Vista, Nebraska

The undersigned, HUNTER'S CREEK, INC., a Nebraska corporation, and HENRY J. SUDBECK, president and principal beneficial owner of said corporation, being the owners of all equitable and beneficial interest in the real property described on Exhibit "A" hereto and comprising the subdivision to be known as "Hunter's Creek Addition to the City of La Vista" and comprising the area to be improved through the City of La Vista's Paving District No. 98-2, Storm Sewer District No. 98-1 and Sanitary Sewer Extension District No. 98-1 (collectively "the Improvement Districts"), does hereby petition and request the City of La Vista, its Council and Mayor, to take all action necessary or appropriate to the creation of said Improvement Districts and to construct paving, curbing and guttering, a system of storm sewers and a system of sanitary sewers, as well as grading, excavations and all other work as may be necessary or incidental thereto, in the streets as laid out in the subdivision plat, a copy of which is attached hereto as Exhibit "B".

It is understood and agreed by the undersigned that your Council may create said Paving Districts and Storm Sewer Districts either by Resolution or by Ordinance and said Sanitary Sewer Extension District by Ordinance. It is understood and agreed that the City may publish such resolutions or ordinances or notices of creation of such Improvement Districts, but the undersigned hereby waives the necessity for any such publication and agrees that the Mayor and Council may let the contracts for construction of all or a part of such improvements prior to such publication and that any published notices or invitations to contractors may be published concurrently therewith.

City may combine paving, storm sewer and sanitary sewer as a single combined project for purposes of advertisement for bids, award of contract, including award to a single contractor, construction, financing and levy of special assessments and all other aspects of such projects.

Upon the creation of said Improvement Districts and the letting of contracts for construction of the improvements as requested herein, this instrument shall constitute an irrevocable contract and promise, running with the land, to burden the above-described real estate with the cost of the improvements, in the manner provided in that certain Subdivision Agreement between the undersigned and the City of La Vista dated July 7, 1998, 1998 (herein the "Subdivision Agreement"), a copy of which is attached hereto as Exhibit "C" and made a part hereof. The fact that the City may have passed the Ordinances creating the Paving District and Storm Sewer Districts or Resolution of Necessity for the Sanitary Sewer Extension District, caused notices to contractors to be published and taken any other steps prior to the undersigned's execution of this instrument shall in no way affect the contract herein made, the undersigned expressly acknowledging that any such steps were or shall be taken by the City at the undersigned's request and in reliance upon the undersigned's prior representations that this instrument would be executed by the undersigned.

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The undersigned consents to the creation of said Improvement Districts and to the construction of said improvements in accordance with the plans and specifications, including any and all change orders heretofore or hereafter approved by the City Council under contracts to be let by the City. The undersigned waives any and all requirements applicable to the City in creating said Districts and in awarding any contracts for the improvements described herein, including any requirements for advertising for bids and for publishing notices or serving notices upon interested parties prior to the award of said contracts.

The undersigned further consents and agrees that after completion and acceptance of the work by the Mayor and Council, the Council will levy special assessments against the property situated within the boundaries of said Districts, as afore-described, to pay the cost of constructing and financing said improvements, including all engineering, legal and publication fees, interest of any kind, warrant, bond anticipation note or other debt instrument service or placement fees, bond fees, and all other costs, it being the intent and agreement of the undersigned that any and all sums of money expended or to be expended by the City in connection with the construction and financing of said improvements shall be paid through special assessments against the undersigned's afore-described property, except that portion thereof that is to be general obligation debt as specifically set forth in the Subdivision Agreement. The undersigned further petition and request that the total costs to be specially assessed be equalized, assessed and levied on a per lot basis rather than on a front foot basis. The special assessments shall be payable in such number of annual installments as the City may determine, which shall not be less than five (5) nor more than ten (10) years.

If the City will proceed with the construction of the improvements pursuant to the request in this Petition, the undersigned hereby waives any and all right to question the legality or regularity of any act or proceeding of the City connected with the construction of the improvements, including but not limited to the right of the City to cause such improvements to be made and the right of the City to levy special assessments in respect thereto in accordance with the Subdivision Agreement. The undersigned further waives any right to question the legality or regularity of any such assessments levied to pay the cost of said improvements so long as the amounts thereof are computed in a manner consistent with the terms of the Subdivision Agreement.

The undersigned have, on behalf of themselves, their successors and assigns, executed this Petition, Consent and Waiver this 8<sup>th</sup> day of July, 1998, which shall be binding upon the undersigned, their successors, ~~assigns~~, heirs, lenders, mortgagees, and others gaining or claiming an interest or lien in any of the real estate comprising all or a part of the Subdivision.



ATTEST:

Jocelyn Sudbeck  
Secretary

HUNTER'S CREEK, INC., a Nebraska corporation

By Henry J. Sudbeck  
President

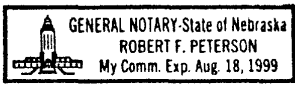
98-20986C

Henry J. Sudbeck  
Henry J. Sudbeck

STATE OF NEBRASKA )  
COUNTY OF Douglas )

On this 8<sup>th</sup> day of July, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Henry J. Sudbeck, personally known by me to be the President of Hunter's Creek, Inc., and Jeanne Sudbeck, personally known by me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

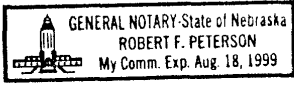


Robert F. Peterson  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas )

On this 8<sup>th</sup> day of July, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Henry J. Sudbeck, personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

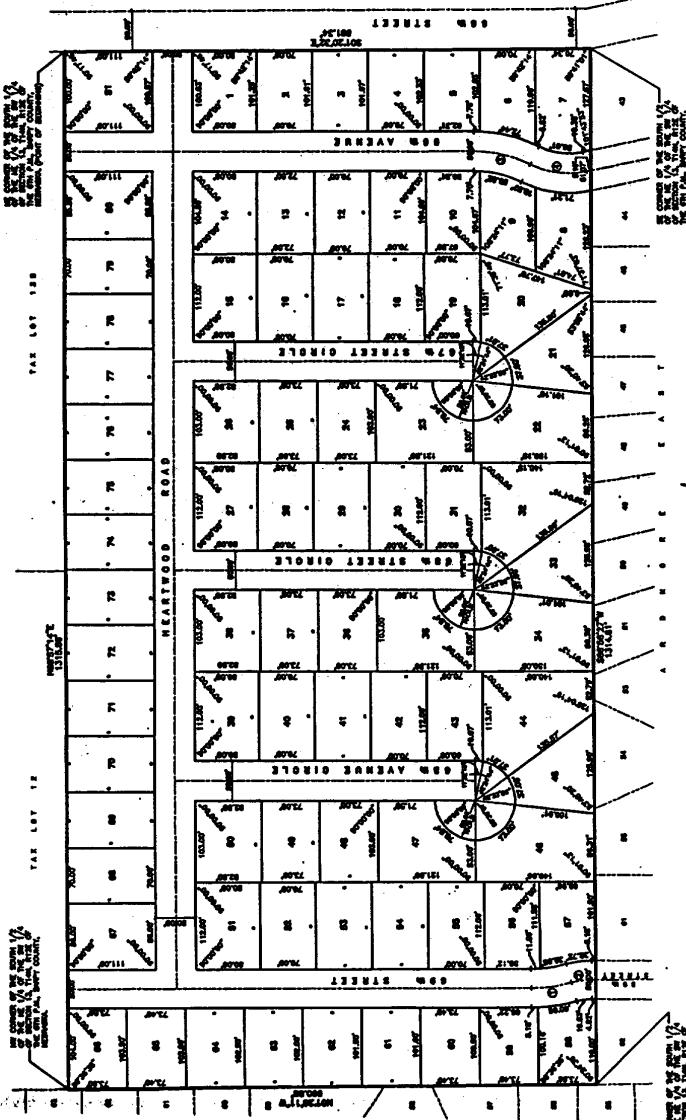


Robert F. Peterson  
Notary Public



# HUNTER'S CREEK

LOTS 1 THRU 81 INCLUDING AN ADDITION TO THE CITY OF LA VERNE  
 WITH A PORTION OF THE LOT 12, WITH THE CORNER 10, OF THE S.E. 1/4, OF THE S.W. 1/4  
 OF SECTION 15, T.14N., R.10E., OF THE 7TH, SHAW COUNTY, IOWA.

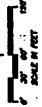


CHUCKLE CREEK INFORMATION	DATE	LENGTH	BEARING
1	11/27/27	21.27	S 12° 12' 12" E
2	11/27/27	15.17	S 12° 12' 12" E
3	11/27/27	15.17	S 12° 12' 12" E
4	11/27/27	15.17	S 12° 12' 12" E

## FINAL PLAT EXHIBIT "B"

N.B.E.E.  
 THIS PLAT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF SHAW, IOWA, AT THE OFFICE OF THE COUNTY CLERK.

THE PLAN OF SHAW COUNTY, IOWA, AND THE PLAN OF HUNTER'S CREEK, IOWA, ARE HEREBY APPROVED BY THE COUNTY CLERK OF SHAW COUNTY, IOWA, ON THIS 15th DAY OF \_\_\_\_\_, 1927.



**HUNTER'S CREEK**  
 FINAL PLAT

THOMPSON, DRESSER & DORNER, INC.  
 Consulting Engineers & Land Surveyors  
 1028 1/2 N. 10th St.  
 Des Moines, Iowa

1056-10

SHAW COUNTY, IOWA  
 COUNTY CLERK  
 OFFICE OF THE COUNTY CLERK  
 DES MOINES, IOWA

SHAW COUNTY, IOWA  
 COUNTY CLERK  
 OFFICE OF THE COUNTY CLERK  
 DES MOINES, IOWA

SHAW COUNTY, IOWA  
 COUNTY CLERK  
 OFFICE OF THE COUNTY CLERK  
 DES MOINES, IOWA

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98-20986 f

**SUBDIVISION AGREEMENT**  
**Hunter's Creek Subdivision**  
**(City Installed Paving, Storm Sewer and Sanitary Sewer)**  
**(Privately Financed Utilities)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between HUNTER'S CREEK, INC., a Nebraska corporation, (hereinafter "Subdivider") and HENRY J. SUDBECK, an individual (hereinafter "Sudbeck"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter "City");

WITNESSETH:

WHEREAS, Sudbeck is the principal owner of Subdivider, said Subdivider and Sudbeck hereinafter sometimes being referred to collectively as "Developer"; and

WHEREAS, Subdivider is the owner of a tract of land contiguous to the corporate limits of the City and consisting of approximately twenty (20) acres adjacent to the City described on Exhibit "A" hereto; which tract Subdivider and Sudbeck have petitioned City to cause to be platted as a residential subdivision in the City, as more fully shown on Exhibit "B" hereto, and to be incorporated within the corporate limits of City and made a part of the City upon platting; and

WHEREAS, Subdivider and Sudbeck have petitioned the City to install paving, storm sewer, and sanitary sewer within the subdivision, and to contract at City expense with Omaha Public Power District for street lighting of the streets within such subdivision, a copy of which Petition, Consent and Waiver is attached hereto as Exhibit "C"; and

WHEREAS, Developer agrees to contract for and cause to be installed and to pay directly the cost of water, underground power and natural gas services for the subdivision; and

WHEREAS, the parties wish to agree upon the extent to which contemplated improvements will specially benefit property within the subdivision and to agree upon the extent to which such costs will be specially assessed against the properties within the subdivision and other matters pertaining to development of the subdivision and the health, safety and welfare of the City and its inhabitants.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. "City installed improvements" or "city financed improvements" shall include all paving, storm sewer and sanitary sewer, and related appurtenances.
- B. "Developer paid improvements" shall mean water, gas and underground power.
- C. The "construction cost" of an improvement shall mean the amount paid to the contractor or contractors, utility or persons installing the improvement or performing the work, together with all other costs incurred in or related to the construction of the improvement.

**EXHIBIT "C"**

98-209866

- D. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and costs, interest on warrants to date of funding by issuance of bonds and all bond fees and costs. Miscellaneous costs shall include costs incidental to the creation of City's improvement districts through which improvements will be constructed and financed.
- E. "General obligation" shall mean the amount by which the entire cost of a particular city financed improvement or type of improvement exceeds the amount of special assessments levied by the City in respect to such improvement or type of improvement.
- F. "Property benefited" shall mean property within the subdivision (Exhibit "B") which constitutes buildable sites, as defined in Subsection 6-B, infra.

2. City Approval of Plat and Annexation of Subdivision Tract

Pursuant to Developer's request, City has adopted a resolution approving Subdivider's plat of the Subdivision (Exhibit "B") pursuant to which resolution said Subdivision tract will become incorporated into the limits of the City.

3. City Installed Improvements

City shall install the following improvements, the cost of which shall be paid as follows:

- A. Paving. Portland concrete paving of all streets dedicated per plat (Exhibit "B"), and installed per "Paving and Storm Sewer Plan" attached hereto as Exhibit "D," all said paving to be seven (7) inches in depth and twenty-five (25) feet in width with integral gutter. The entire cost of paving streets shall be specially assessed against property within the Subdivision, except for the following:
  - (1) the cost of that portion of each of the intersections which do not abut property, as more specifically shown on the typical intersection diagrams attached hereto as Exhibit "E" will be treated as general obligation and not specially assessed.
- B. Storm Sewer. Storm sewer system, including storm sewers, inlets, manholes, junction boxes, flared end sections and related appurtenances constructed in the dedicated street right-of-way per plat (Exhibit "B") or in dedicated easementways, as more fully illustrated on Exhibit "D" hereto. The entire cost of all storm sewers, including manholes, inlets and other appurtenances for storm sewers twenty-four (24") inches in size or less shall be specially assessed. Any storm sewer located in a public street or in an easement on private property the size of which is in excess of twenty-four (24") inches in size may be generally obligated for the difference in material and installation cost between a twenty-four (24") inch pipe and the actual size required, which difference shall be general obligation.
- C. Sanitary Sewer (Collector System). All sanitary sewer mains, manholes and related appurtenances constructed as more fully illustrated on "Sanitary Sewer Plan" attached



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hereto as Exhibit "F," including connection to existing sanitary outfall sewer, the entire cost of such improvements to be specially assessed.

- D. Sanitary Outfall Sewer. No sanitary outfall sewer is necessary. Connection will be at boundary of Subdivision.
- E. Street Lighting. City shall cause the Subdivision to be included within the City's contractual arrangements with Omaha Public Power District for the lighting of City streets and shall be paid by City.

City may combine paving, storm sewer and sanitary sewer as a single combined project for purposes of advertisement for bids, award of contract, including award to a single contractor, construction, financing and levy of special assessments and all other aspects of such projects.

4. Developer Installed Improvements

Developer shall cause to be installed the following improvements.

- A. Water (Internal). Water distribution mains are to be located within dedicated street right-of-way per plat (Exhibit "B") or adjacent easement to be installed by Metropolitan Utilities District, City's franchised water supplier, to be at Developer cost and at no cost to City.
- B. Water (External Supply). No approach main construction is necessary. Any Metropolitan Utilities District water pioneer main charge or similar charge for connection of the subdivision shall be paid by Developer at no cost to City. Any rebate of such charges paid by Developer shall be paid directly to Developer and shall be the property of Developer or Developer's assignees.
- C. Underground Electrical. The cost of underground electrical service for the Subdivision shall be Developer cost and paid by the Developer to the Omaha Public Power District, the City's franchised electrical supplier. OPPD refund of such cost shall be paid directly to the Developer or Developer's assignees.
- D. Natural Gas. The cost of natural gas approach mains, if any, and gas distribution mains costs, if any, charged by the gas supplier shall be paid by Developer at no cost to City.
- E. Sidewalks. Sidewalks shall be installed in accordance with Section 9 hereof and shall be a direct pay cost item of the Developer.

5. City Sewer Connection Fees

Sewer connection fees provided for in Section 11 shall be paid by Developer in respect to each lot as provided for in Section 11.

6. Special Assessments

Subdivider and Sudbeck covenant and agree:

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- A. General. City shall levy assessments in the full amount authorized by this Agreement. Unless City and Developer otherwise agree, the City shall levy all special assessments attributable to a particular type of improvement at one time and no buildable lot shall be exempted from such levy. As requested by Developer, the total cost to be specialied shall be equalized and levied on a per lot basis rather than on a front foot basis. Levies attributable to a particular improvement shall in no way preclude subsequent levies for enhancements or additional improvements of the same kind.
- B. Levy of Special Assessments. All of City's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne on an equitable basis by lots or parcels or portions of lots or parcels which are truly buildable sites. If any lot, parcel or part thereof within the Subdivision is not a buildable site by reason of insufficient size or dimensions or by reason of it having been acquired for any public purpose, or by reason of easement or similar burdens or by reason of floodway or flood plain restrictions, or for any other reason, then no portion of the total cost to be levied for special assessments shall be levied against such unbuildable lot, parcel, or other area, and the amount that otherwise would have been levied against same shall be spread and levied against the lots or parts thereof, within the Subdivision which are buildable sites. The City's Engineer will determine which sites, if any, are not buildable sites. Attached hereto as Exhibit "G" is Developer's determination of the lots within the subdivision which Developer considers to be buildable lots. Except as City may otherwise determine, costs shall be allocated and special assessments shall be levied on a front footage basis.
- C. Time of Levy. Developer requests City to defer levy of special assessments until approximately two (2) years from time of City's acceptance of City Installed Improvements and agrees that pending City's levy and certification of special assessments that Developer, at time of sale of each lot, will faithfully pay to City in respect to each such lot sold an amount equal to City Engineer's estimate of amount of levy two (2) years from the date of City's acceptance of such improvements. The amount so paid to City shall be credited by City against the actual amount of special assessments when levied, with the excess, if any, of such payment over the amount finally levied to be refunded by City to Subdivider, or its assigns. City's failure to levy special assessments within any specified time period shall not preclude City from validly levying them at a later date.
- D. Interest Rate on Levy. In setting the rate of interest on special assessments, City shall not exceed the maximum rate authorized by law for such special assessments.
- E. Lot Splits. Should any of the platted lots per Exhibit "B" be split, all special assessments levied on the lot will be paid at the time of such lot split, unless the City otherwise agrees.

7. City Approval of Utility Installations

The plans and specifications, including proposed location and depth within the street right-of-way, for water, gas and/or underground power shall be first approved by City prior to installation of any such utility or any CATV, fiber optic or other proposed user of the street right-of-way shall make an opening or otherwise commence construction or installation within the street right-of-way. If the usage

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involves an opening or an obstruction in the street right-of-way, or other public property, or part thereof, the utility or contractor shall first obtain a permit from the City to make any opening or excavation in the street right-of-way.

8. Administrative Fee

Subdivider shall pay to City an amount equal to one percent (1%) of the actual construction cost of all improvements described in Section 3, supra, and all utility installations in the Subdivision, including the electrical, water and gas distribution systems constructed pursuant to contracts between Developer and Omaha Public Power District, Metropolitan Utilities District or Peoples Natural Gas, as reimbursement to City for engineering, legal and administrative expenses incurred by City in connection with the administration of this Agreement. Estimated payment shall be made on the basis of one percent (1%) of the construction or installation cost estimate for the various improvements computed by the city engineer and shall be paid to the City at the time the City approves the plans and specifications of the improvements. At the time of City's acceptance of the work, actual fee shall be determined on the basis of one percent (1%) of final construction cost and any variance between the estimated fee payment and the actual fee shall be adjusted and paid by Subdivider or refunded to Subdivider, whichever the case may be. Said fees allocable to City installed improvements may, at the option of the Subdivider, be paid by inclusion within special assessments for such improvements.

9. Sidewalks

Subdivider shall, at Subdivider's expense, construct or cause to be constructed sidewalks along all streets within the Subdivision in accordance with the following schedule:

- A. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
- B. Sidewalks shall be constructed immediately abutting vacant lots on either side of any residential block or cul-de-sac (i.e., circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
- C. In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat.

10. Sewer Connections

Developer agrees as follows:

- A. Connection Permit. The City shall have exclusive control over connections to its sewer system whether inside or outside the Subdivision boundaries, and the Developer shall not, without the prior written approval of the City, permit any sewer lines or sewers outside the Subdivision to be connected to the sewer or sewer lines within or without the Subdivision.
- B. Connection Permit and Fees. Before any connection from any premises to the sewer system may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit

property within the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

- C. City Right of Disconnection. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinances, statute, rule, or regulation.
- D. Compliance With City Regulations, Etc. Developer expressly agrees that it is and shall be:
  - (1) Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of La Vista applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of La Vista; and
  - (2) Bound by any terms and provisions which by ordinance, resolution, or rule of the City of La Vista shall hereafter adopt or provide as being applicable to or required in contracts with subdivisions or in order to permit or continue the discharge of any sewage from a subdivision to flow into or through any part of the sewer or sewage system of the City of La Vista or sewer within its zoning or health jurisdiction.

11. Sewer Connection Fees

- A. Developer shall pay, or cause to be paid, in respect to the lots within the Subdivision the amount of \$53,460.00 for sanitary outfall and drainage connection fees. This fee is computed as follows:

Lots 1 through 81, inclusive (single family lots)	
81 lots @ \$660 per lot	\$53,460.00

- B. Fees shall become due and owing and shall be paid in respect to each lot at the earlier of the following times:
  - (1) Upon application for a building permit or sewer connection permit for a lot; or
  - (2) Four (4) years from date of this Agreement.

If the use of such lots is changed, or the number of residences or uses varies from the above, the fee charged shall be changed by the City from the connection fee previously paid to the fee applicable to the new type or number of uses.

- C. Interest. Sewer connection fees shall bear interest at the rate of ten percent (10%) from and after the date said fees become due and owing in accordance with subsection 11-B.

98-20986 L

- D. Additional Plats. At such time as Developer shall plat or replat additional lots within the Subdivision, this Agreement shall be amended by the parties to provide payment of the then current fee for the additional lots, said fee to be paid at time of plat approval(s) and prior to issuance of any building or sewer permits by City in such additional platted area.
- E. City Sewer Tap, Inspection and Use Fees to be Paid. The City may collect, within the Subdivision, the City's sewer tap and inspection and permit fees, and its sewer use fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Subsection 11-A herein.

12. Build Out Minimums

As an inducement to and in consideration of City's approval of plat and zoning and the City's agreements herein, the Subdivider does represent to and agree with the City that a certain minimum build-out of floor areas for the subdivision will be accomplished, as more fully set forth in the restrictive covenants (Exhibit "H") attached hereto and made a part hereof. Subdivider agrees that such agreement with the City will be faithfully performed by Subdivider, its grantees, successors and assigns, and that Subdivider, its grantees, successors or assigns will take no action inconsistent with full performance of such agreement.

13. Subdivider's Guarantee of Payment of Special Assessments and Sewer Drainage Connection Fee

Hunter's Creek, Inc. guarantees prompt payment of all principal and interest when due on all installments of special assessments levied in respect to the City Installed Improvements and does further guarantee prompt and full payment of principal and interest when due on the sewer/drainage connection fee provided for in Section 10 hereof.

14. Covenants, Etc.

This Subdivision Agreement and the agreements and understandings herein constitute covenants running with the land and shall be binding upon the undersigned, their successors, assigns, heirs, lenders, mortgagees and others gaining or claiming an interest or lien in the subdivision tract or a part thereof.

15. Exhibit Summary

The Exhibits attached hereto and made a part hereof are as follows:

- Exhibit "A": Land Survey Certificate showing metes and bounds legal description of the tract to be platted and made a part of the City of La Vista (the "Subdivision").
- Exhibit "B": Final plat for the Subdivision.
- Exhibit "C": Developer's Petition, Consent and Waiver.

98-20986M

- Exhibit "D": Plat drawing showing type and location of paving and storm sewer with delineation of areas of paving that may be general obligation.
- Exhibit "E": Illustration of typical internal street intersections, showing portions thereof to be general obligation.
- Exhibit "F": Sanitary Sewer Plan showing type and location of sanitary sewer improvements.
- Exhibit "G": Developer's determination as to buildable lots within the Subdivision.
- Exhibit "H": Restrictive covenants for Subdivision.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

ATTEST: HUNTER'S CREEK, INC. a Nebraska corporation

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
HENRY J. SUDBECK, Individually

ATTEST: CITY OF LA VISTA.

\_\_\_\_\_  
Rita Ramirez, City Clerk

By \_\_\_\_\_  
Harold Anderson, Mayor

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA            )  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_, personally known by me to be the President of Hunter's Creek, Inc., and \_\_\_\_\_, personally known by

98-20986N

me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA            )  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Henry J. Sudbeck, personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF NOTARY

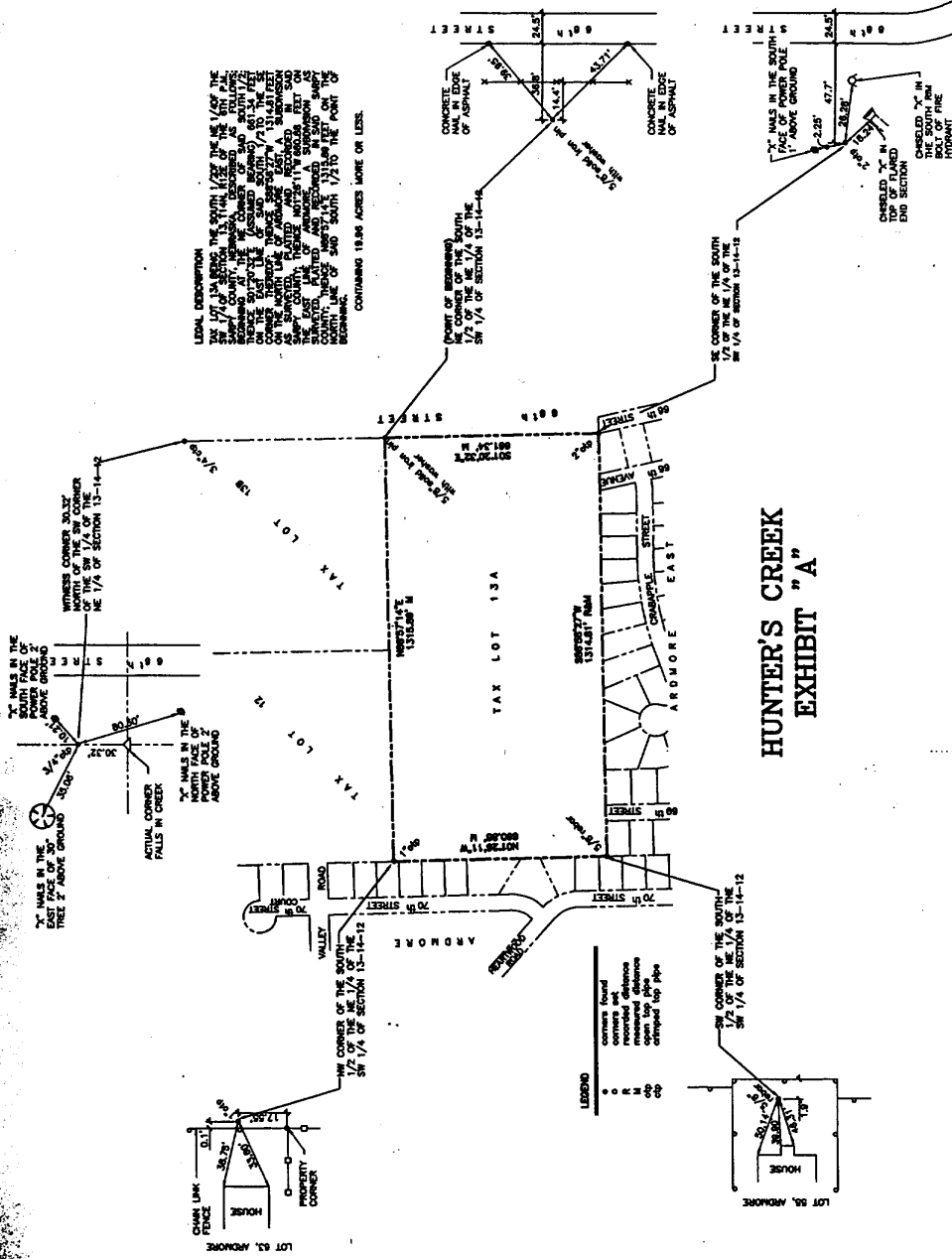
STATE OF NEBRASKA            )  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Harold Anderson, personally known by me to be the Mayor of the City of La Vista and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

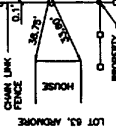
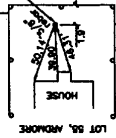
98-20986



**LEGAL DESCRIPTION**  
 THE 1/4 SECTION 13-14-12 OF THE  
 TOWNSHIP 14N, RANGE 12E, COUNTY OF  
 SHERMAN, NEBRASKA, DESCRIBED AS FOLLOWS:  
 TRACTS 13A, 13B, 13C AND 13D, BEING  
 TRACTS 13A, 13B, 13C AND 13D, BEING  
 ON THE EAST 1/2 OF THE SOUTH 1/4 OF THE  
 SECTION 13-14-12 OF THE TOWNSHIP 14N,  
 RANGE 12E, COUNTY OF SHERMAN, NEBRASKA,  
 AS SHOWN ON THE PLAT OF A SUBDIVISION  
 SAID COUNTY, FILED IN THE PUBLIC OFFICE  
 OF SAID COUNTY, NEBRASKA, ON THE 15TH  
 DAY OF JANUARY, 1966, AND AS SHOWN  
 ON THE 1/4 SECTION 13-14-12 OF THE  
 TOWNSHIP 14N, RANGE 12E, COUNTY OF  
 SHERMAN, NEBRASKA, AS SHOWN ON THE  
 RECORDS OF SAID COUNTY, NEBRASKA, ON THE  
 15TH DAY OF JANUARY, 1966, AND AS  
 CONTAINING 19.86 ACRES MORE OR LESS.

### HUNTER'S CREEK EXHIBIT "A"

- LEGEND**
- corners found
  - corners not found
  - recorded distances
  - proposed distances
  - open top pipe
  - closed top pipe



SW CORNER OF THE SOUTH  
 1/4 OF THE SE 1/4 OF SECTION 13-14-12

SE CORNER OF THE SOUTH  
 1/4 OF THE NE 1/4 OF THE  
 SE 1/4 OF SECTION 13-14-12

POINT OF BEGINNING  
 SOUTH  
 1/2 OF THE NE 1/4 OF THE  
 SW 1/4 OF SECTION 13-14-12

WESTERLY CORNER AS BY  
 SURVEY OF THE SW CORNER  
 OF THE SW 1/4 OF THE  
 NE 1/4 OF SECTION 13-14-12

"X" MARKS IN THE  
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 THE 2" FACE OF  
 ABOVE GRADING

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 ABOVE GRADING

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"X" MARKS IN THE  
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 OF ASPHALT

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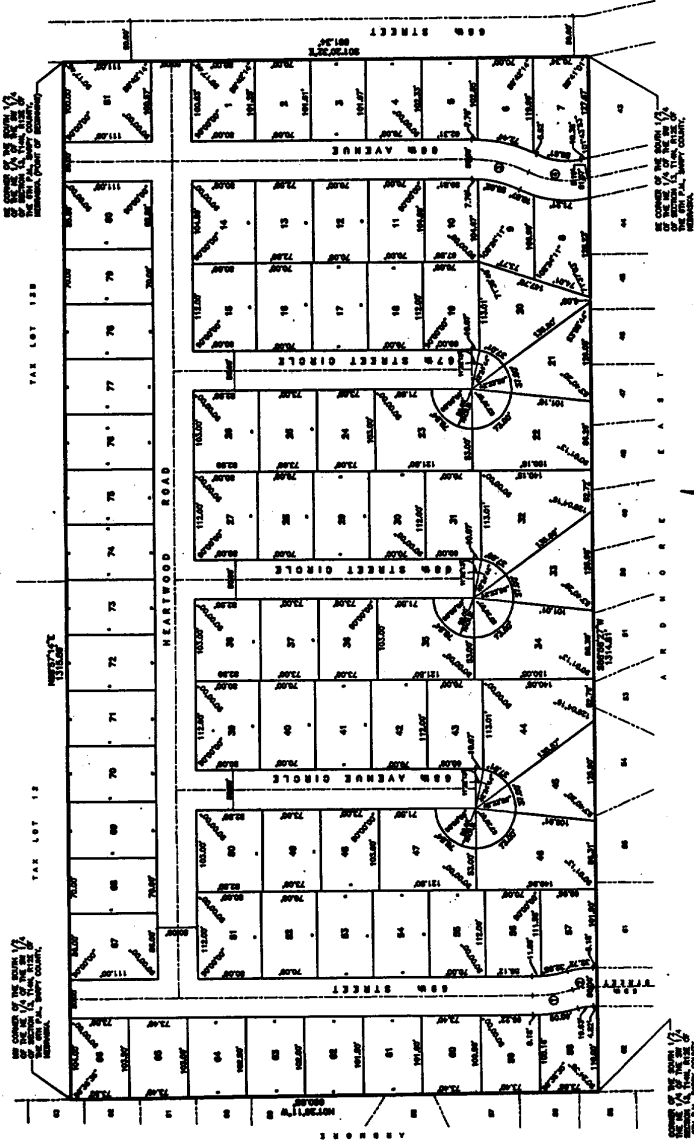
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 FACE OF POWER POLE  
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"X" MARKS IN THE SOUTH  
 FACE OF POWER POLE  
 FACE OF ABOVE GRADING



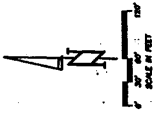
# HUNTER'S CREEK

LOTS 1 THRU 81 INCLUDING AN ADDITION TO THE CITY OF LA VETA  
 BEING A PORTION OF THE SEC. 12, BEING THE SW/4 COR. OF THE SE 1/4 OF THE SW 1/4  
 OF SECTION 12, T. 10N., R. 10E., OF THE CITY AND COUNTY OF HENRY, MISSOURI.



CONTAINING CORNER INFORMATION

CORNER NO.	DETA	THROUGH	LANDS	INCHES
1	175230'	845'	81.50'	101.50'
2	175230'	1517'	24.50'	101.50'
3	187170'	2228'	74.50'	101.50'
4	187170'	1800'	74.50'	101.50'



FINAL PLAT  
 EXHIBIT "B"

M.S.L.L. TO BE KEPT IN THE  
 OFFICE OF THE CITY CLERK,  
 CITY OF LA VETA, MISSOURI.

APPROVED BY HENRY COUNTY COMMISSIONER  
 THE PLAT OF HUNTER'S CREEK WAS SUBMITTED BY THE HENRY COUNTY COMMISSIONER  
 OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1968.

CITY OF LA VETA, MISSOURI COMMISSIONER  
 THE PLAT OF HUNTER'S CREEK WAS APPROVED BY THE CITY COMMISSIONER OF THE  
 CITY OF LA VETA, MISSOURI ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1968.

HENRY COUNTY COMMISSIONER  
 THE PLAT OF HUNTER'S CREEK WAS APPROVED BY THE HENRY COUNTY COMMISSIONER  
 OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1968.

CITY CLERK  
 THE PLAT OF HUNTER'S CREEK WAS APPROVED BY THE CITY CLERK OF THE  
 CITY OF LA VETA, MISSOURI ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1968.

498102-86

98-20986 Q

**PETITION, CONSENT AND WAIVER**  
(Hunter's Creek Subdivision)

To: The Mayor and City Council of the City of La Vista, Nebraska

The undersigned, HUNTER'S CREEK, INC., a Nebraska corporation, and HENRY J. SUDBECK, president and principal beneficial owner of said corporation, being the owners of all equitable and beneficial interest in the real property described on Exhibit "A" hereto and comprising the subdivision to be known as "Hunter's Creek Addition to the City of La Vista" and comprising the area to be improved through the City of La Vista's Paving District No. 98-2, Storm Sewer District No. 98-1 and Sanitary Sewer Extension District No. 98-1 (collectively "the Improvement Districts"), does hereby petition and request the City of La Vista, its Council and Mayor, to take all action necessary or appropriate to the creation of said Improvement Districts and to construct paving, curbing and guttering, a system of storm sewers and a system of sanitary sewers, as well as grading, excavations and all other work as may be necessary or incidental thereto, in the streets as laid out in the subdivision plat, a copy of which is attached hereto as Exhibit "B".

It is understood and agreed by the undersigned that your Council may create said Paving Districts and Storm Sewer Districts either by Resolution or by Ordinance and said Sanitary Sewer Extension District by Ordinance. It is understood and agreed that the City may publish such resolutions or ordinances or notices of creation of such Improvement Districts, but the undersigned hereby waives the necessity for any such publication and agrees that the Mayor and Council may let the contracts for construction of all or a part of such improvements prior to such publication and that any published notices or invitations to contractors may be published concurrently therewith.

City may combine paving, storm sewer and sanitary sewer as a single combined project for purposes of advertisement for bids, award of contract, including award to a single contractor, construction, financing and levy of special assessments and all other aspects of such projects.

Upon the creation of said Improvement Districts and the letting of contracts for construction of the improvements as requested herein, this instrument shall constitute an irrevocable contract and promise, running with the land, to burden the above-described real estate with the cost of the improvements, in the manner provided in that certain Subdivision Agreement between the undersigned and the City of La Vista dated \_\_\_\_\_, 1998 (herein the "Subdivision Agreement"), a copy of which is attached hereto as Exhibit "C" and made a part hereof. The fact that the City may have passed the Ordinances creating the Paving District and Storm Sewer Districts or Resolution of Necessity for the Sanitary Sewer Extension District, caused notices to contractors to be published and taken any other steps prior to the undersigned's execution of this instrument shall in no way affect the contract herein made, the undersigned expressly acknowledging that any such steps were or shall be taken by the City at the undersigned's request and in reliance upon the undersigned's prior representations that this instrument would be executed by the undersigned.

**EXHIBIT "C"**

98-20986 R

The undersigned consents to the creation of said Improvement Districts and to the construction of said improvements in accordance with the plans and specifications, including any and all change orders heretofore or hereafter approved by the City Council under contracts to be let by the City. The undersigned waives any and all requirements applicable to the City in creating said Districts and in awarding any contracts for the improvements described herein, including any requirements for advertising for bids and for publishing notices or serving notices upon interested parties prior to the award of said contracts.

The undersigned further consents and agrees that after completion and acceptance of the work by the Mayor and Council, the Council will levy special assessments against the property situated within the boundaries of said Districts, as afore-described, to pay the cost of constructing and financing said improvements, including all engineering, legal and publication fees, interest of any kind, warrant, bond anticipation note or other debt instrument service or placement fees, bond fees, and all other costs, it being the intent and agreement of the undersigned that any and all sums of money expended or to be expended by the City in connection with the construction and financing of said improvements shall be paid through special assessments against the undersigned's afore-described property, except that portion thereof that is to be general obligation debt as specifically set forth in the Subdivision Agreement. The undersigned further petition and request that the total costs to be specially assessed be equalized, assessed and levied on a per lot basis rather than on a front foot basis. The special assessments shall be payable in such number of annual installments as the City may determine, which shall not be less than five (5) nor more than ten (10) years.

If the City will proceed with the construction of the improvements pursuant to the request in this Petition, the undersigned hereby waives any and all right to question the legality or regularity of any act or proceeding of the City connected with the construction of the improvements, including but not limited to the right of the City to cause such improvements to be made and the right of the City to levy special assessments in respect thereto in accordance with the Subdivision Agreement. The undersigned further waives any right to question the legality or regularity of any such assessments levied to pay the cost of said improvements so long as the amounts thereof are computed in a manner consistent with the terms of the Subdivision Agreement.

The undersigned have, on behalf of themselves, their successors and assigns, executed this Petition, Consent and Waiver this \_\_\_\_ day of \_\_\_\_\_, 1998, which shall be binding upon the undersigned, their successors, assigns, heirs, lenders, mortgagees, and others gaining or claiming an interest or lien in any of the real estate comprising all or a part of the Subdivision.

ATTEST: \_\_\_\_\_  
Secretary

HUNTER'S CREEK, INC., a Nebraska corporation  
By \_\_\_\_\_  
President

98-209865

\_\_\_\_\_  
Henry J. Sudbeck

STATE OF NEBRASKA            )  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Henry J. Sudbeck, personally known by me to be the President of Hunter's Creek, Inc., and \_\_\_\_\_, personally known by me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
COUNTY OF \_\_\_\_\_        )

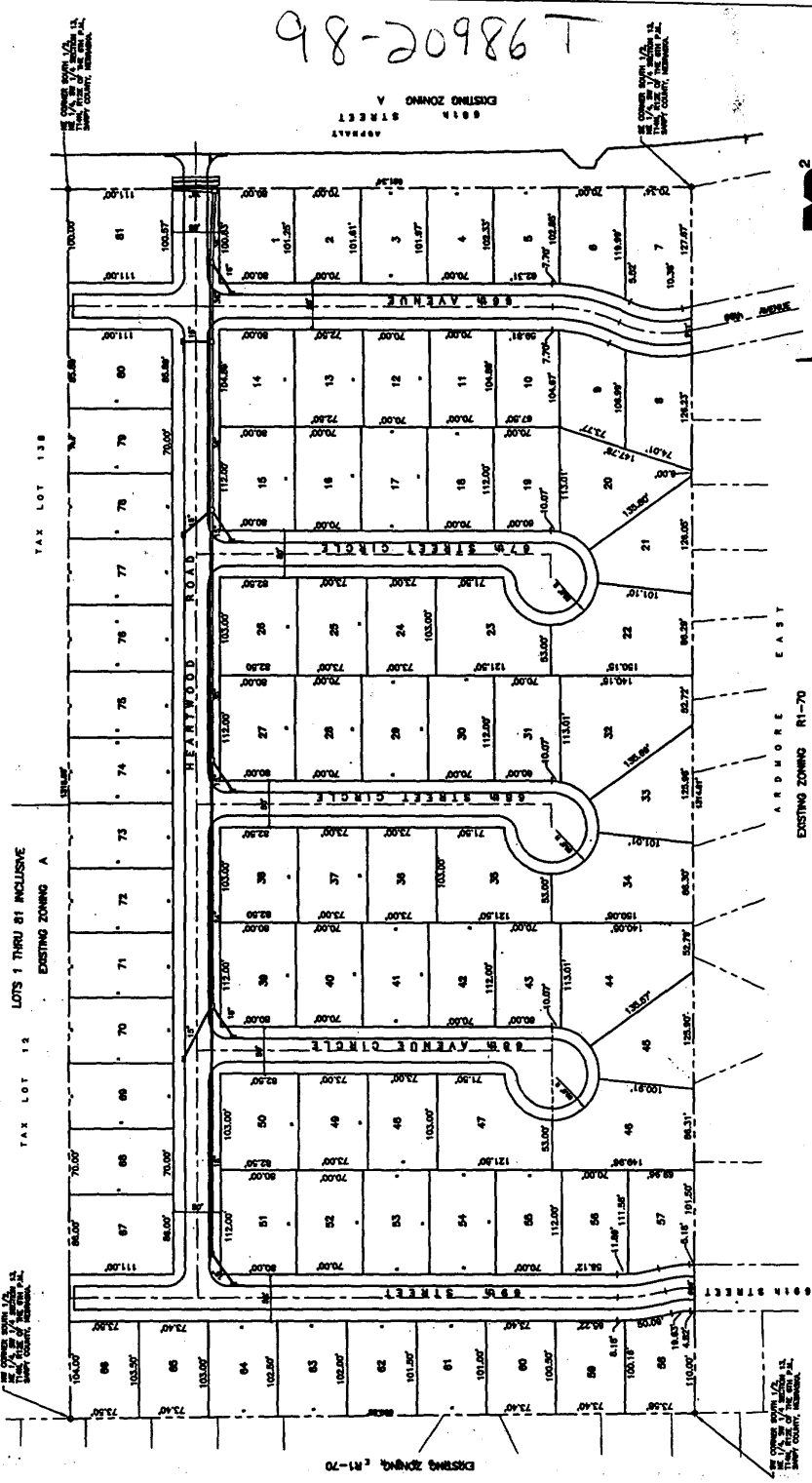
On this \_\_\_\_ day of \_\_\_\_\_, 1998, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Henry J. Sudbeck, personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

98-20986 T

# HUNTER'S CREEK



ARDMORE EAST  
EXISTING ZONING R1-70

NOTE: ALL PAVING IS TO BE 7" P.C.C.

PAVING AND STORM SEWER EXHIBIT "D"



TAX LOT 12 LOTS 1 THRU 81 INCLUSIVE  
EXISTING ZONING A

TAX LOT 138

EXISTING ZONING R1-70

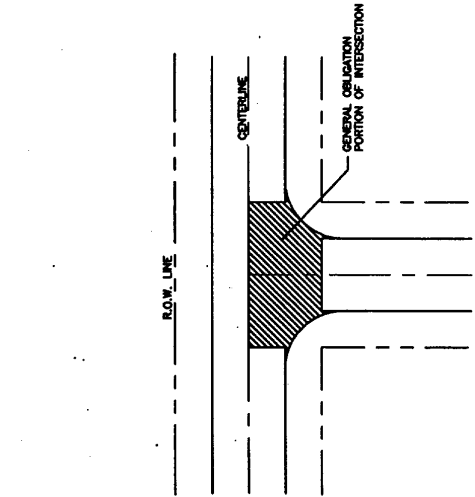
EXISTING ZONING R1-70

EXISTING ZONING A

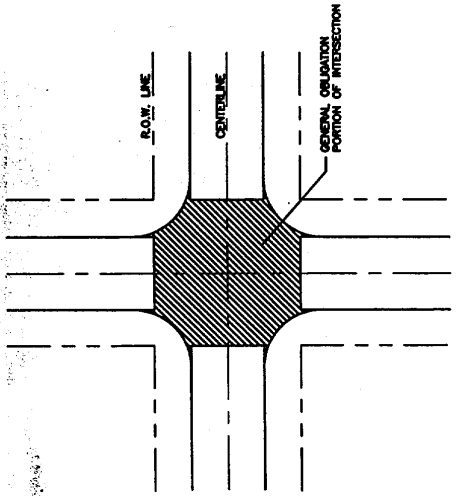
EXISTING ZONING A

98-20986 U

**TP<sup>2</sup>**  
TRANSPORTATION ENGINEERING  
PLANNING, INC.  
10000 W. 10th Avenue  
Suite 100  
Denver, CO 80202  
303.751.1000  
www.tp2inc.com



T<sup>+</sup> INTERSECTION



FULL INTERSECTION

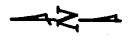
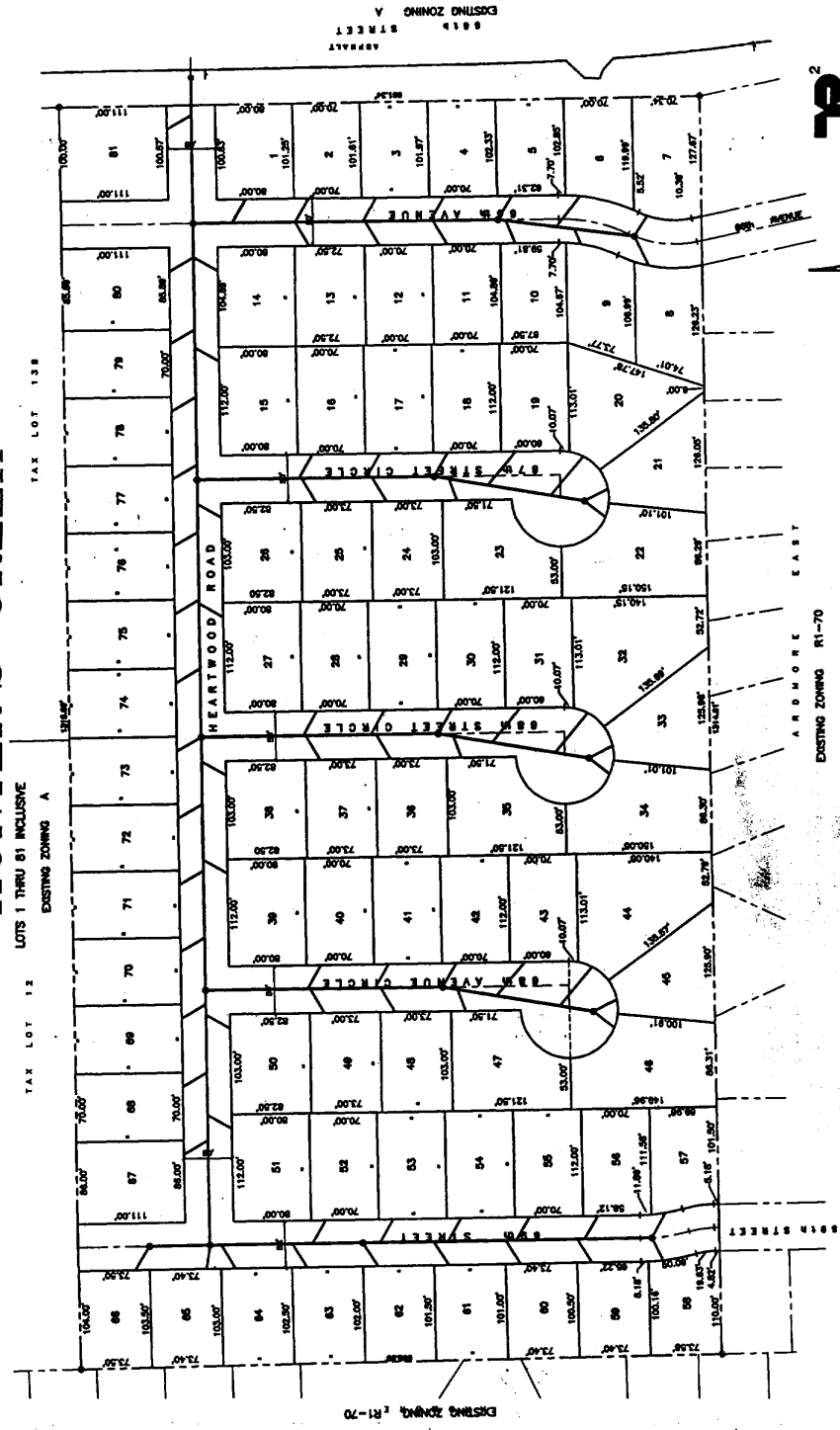
HUNTER'S CREEK  
EXHIBIT "E"

2098602-89

# HUNTER'S CREEK

TAX LOT 12 LOTS 1 THRU 61 INCLUSIVE  
EXISTING ZONING A

TAX LOT 138



NOTE: ALL LOT SERVICES ARE TO BE 8" & ALL OTHERS ARE TO BE 6"

## SANITARY SEWER EXHIBIT "F"

EXISTING ZONING R1-70  
ARMORE EAST

EXISTING ZONING R1-70

98-2098620

(To be on Developer's Engineering Firm's Letterhead)

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA:

As agent for the developer, we the Engineers, Thompson, Dreesen & Dorner, determine that all 81 lots in the Hunter's Creek Plat are of sufficient size and width, and of sufficient depth from the building line to comply with the City's regulations applicable to the zoning granted by the City, and contain no easements or other hinderance which would prevent the lots from being buildable as platted.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

THOMPSON, DREESSEN & DORNER

By \_\_\_\_\_

EXHIBIT "G-1"

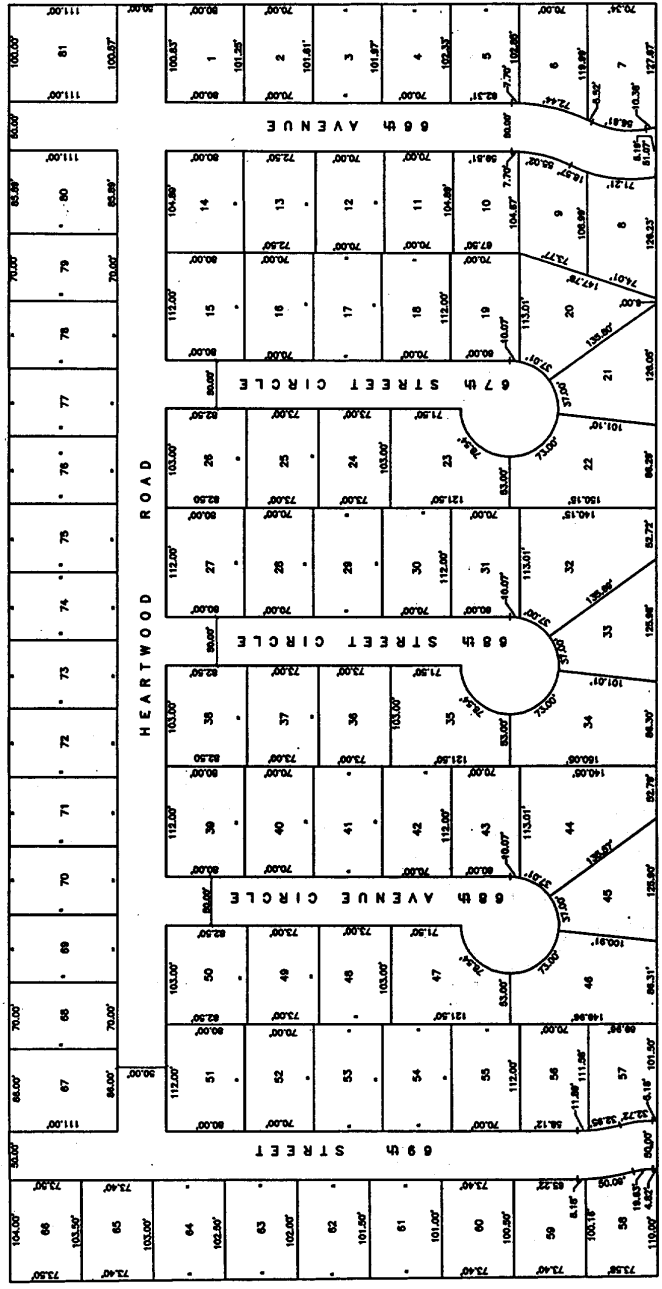
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X 98602-8b



665 STREET



HUNTER'S CREEK  
EXHIBIT "G-2"

98-20986 Y

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HUNTER'S CREEK, AN ADDITION TO THE CITY OF LAVISTA,  
SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by Hunter's Creek, Inc., hereinafter referred to as the "Declarant."

**W I T N E S E T H:**

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 1 through 81, inclusive, which have been divided, in Hunter's Creek, an addition to the City of LaVista, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, said Lots have been zoned R1-70 and are available for single family use; and

WHEREAS, the Declarant will convey said Lots subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above 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, desirability and attractiveness of said Lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described Lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

**ARTICLE I.**  
**DEFINITIONS**

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to this Declaration and any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 81, inclusive, of Hunter's Creek an addition to the City of LaVista, as surveyed, platted and recorded in Sarpy County, Nebraska.

**EXHIBIT "H"**

---

C. "Lot" shall mean and refer to any one of Lots 1 through 81, inclusive, in Hunter's Creek, an addition to the City of LaVista, as surveyed, platted and recorded in Sarpy County, Nebraska.

D. "Declarant" shall mean and refer to Hunter's Creek, Inc., its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

**ARTICLE II.  
ARCHITECTURAL CONTROL**

A. No dwelling shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot without express written prior approval of the Declarant through its Architectural Control Committee, all improvements requiring building permits shall be built according to the applicable city or county building codes and only after the necessary permits are issued.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure. The Architectural Control Committee specifically reserves the right to deny permission to construct or place dwellings, which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

98-20986 Aa

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as an Architectural Control Committee approval.

**ARTICLE III.**  
**RESTRICTIONS FOR RESIDENTIAL DWELLINGS**

A. Single Family Lots. Lots 1 through 81, inclusive, shall be subject to the following restrictions.

1. The Lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.

2. No dwelling shall be created, altered, placed or permitted to remain on any Lot other than the single family dwellings referred to above, and said dwellings shall conform to the following requirements:

a. Each one story dwelling shall contain no less than 1050 square feet of living area above the basement level and exclusive of garage area on all lots.

b. Each one and one-half story or two story dwelling shall contain no less than 1350 square feet of total living area above the basement level with a minimum of 800 square feet on the main floor, exclusive of garage area on all lots.

c. Each split-level or split-entry dwelling shall contain no less than 1050 square feet of living area above the basement level, exclusive of garage area, on all lots.

d. Each tri-level dwelling shall contain no less than 1200 square feet of living area above the basement level, exclusive of garage area on all lots.

e. All buildings on all lots shall comply with the set back requirements of the Zoning Code of the City of LaVista as the same may be amended from time to time.

B. General Restrictions. All dwelling units described above shall comply with the following restrictions.

1. All dwellings shall, as a minimum, have attached, built in, or enclosed, side-by-side two car garages which must contain a minimum area of 400 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

98-20986AL

2. For the purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. To be considered ground level the exterior elevation shall not be more than forty (40) inches above the basement floor and at least two (2) walls must be at ground level.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone.

4. No fence shall be constructed, or permitted to be placed in front of the front building line of the main residence erected on each lot.

5. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

6. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties for more than five (5) continuous days.

7. Public concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling, or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than sixteen (16) feet in width; the driveway shall be of concrete or brick.

8. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

9. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit declarant from utilizing lots within the properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of construction commencement on such properties.

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10. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

11. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

12. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

13. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding twenty-four (24) inches by thirty-six (36) inches in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the development of Hunter's Creek.

14. All driveways shall be constructed of concrete or brick.

15. No television antenna, or antenna of any kind or nature, except satellite dishes, shall be allowed on the Lots except that if they are inside the dwellings or otherwise completely concealed from view from all other Lots television antennas will be allowed.

C. Accessory Buildings. One detached structure shall be allowed only pursuant to these Covenants and the existing building codes for the applicable governmental subdivision. Plans and approval for same shall be subject to the architectural control provisions of Article II hereof, where applicable. Such detached structures shall not exceed floor dimensions of 8' x 10'. In no event shall construction of such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

**ARTICLE IV.**  
**GENERAL PROVISIONS**

A. The Declarant, or its assigns, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. At the end

98-20786 Ad

of such 25 year period, these Covenants shall automatically renew for ten (10) year intervals unless more than 50 percent of the then property owners vote to terminate this declaration. This Declaration may be amended by the Declarant, or any person, firm corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots covered by this Declaration.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this \_\_\_\_ day of May, 1998.

DECLARANT: HUNTER'S CREEK, INC.

By: \_\_\_\_\_  
Henry J. Sudbeck, Its President

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of May, 1998, before me the undersigned, a Notary Public in and for said County and State, personally came Henry J. Sudbeck, President of Hunter's Creek, Inc., and acknowledged that he executed the above as the willful act and deed of said corporation.

\_\_\_\_\_  
Notary Public

P:\AGREES\REAL\DEVELOP\HUNTERSC.COV