

11427

RESTRICTIVE COVENANTS

Hampton Enterprises, Inc. (Hampton) is the owner of the following described real estate:

Lots 39, 72 and 73, Irregular Tracts located in Section 16, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 16; thence on an assumed bearing of S 88°38'10" W, with the East-West center section line of Section 16, a distance of 40.00 feet to a 3/4" x 24" square iron tube set; thence continuing on the last described bearing, with the East-West center section line of said Section 16, a distance of 815.59 feet to a 3/4" x 24" square iron tube set; thence N 56°40'50" W, a distance of 549.83 feet, to a 3/4" x 24" square iron tube set, which also intersects the West line of the East 1/2 of the Northeast quarter of said Section 16; thence N 01°18'53" W, with said described line, a distance of 1048.12 feet, to a 3/4" x 24" square iron tube set; thence N 88°38'12" E, a distance of 250.00 feet, to a 3/4" x 24" square iron tube set; thence S 01°18'53" E, a distance of 250.00 feet, to a 3/4" x 24" square iron tube set; thence N 88°38'12" E, a distance of 1021.86 feet, to a 3/4" x 24" square iron tube set; thence S 01°06'54" E, with a line parallel with and 40.00 feet Westerly from the East line of Section 16, a distance of 1111.00 feet to the point of beginning and containing a calculated area of 32.194 acres more or less (Southfork Estates).

Allan Quick and Kimberly Quick, Trustee (Quick) are the owners of the following described real estate:

Lots 58 and Lot 24, Irregular Tracts in the NE1/4 of Section 16, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of said Lot 58, Irregular Tracts, said point being the point of beginning, thence Southerly along the East line of said Lot 58, Irregular Tracts on an assumed bearing of S 0°30'08" W, a distance of 10.53 feet; thence S 34°31'12" W, a distance of 127.01 feet to a point of curvature, thence on a curve to the right whose central angle is 35°51'35" and whose radius is 370.00 feet a chord distance of 227.81 feet to the point of tangency; thence S 70°22'53" W, a distance of 226.46 feet; thence

N 19°37'07" W, a distance of 225.00 feet to a point on the South line of said Lot 58, Irregular Tracts; thence N 90°00'00" W along the South line of said Lot 58, Irregular Tracts, a distance of 267.00 feet to the Southwest corner of said Lot 58, Irregular Tracts, thence N 00°08'20" E along the West line of said Lot 58, Irregular Tracts, a distance of 690.87 feet to the Northwest corner of said Lot 58, Irregular Tracts, said point also being the South right-of-way line of State Highway No. 2; thence S 54°37'53" E along said right-of-way line a distance of 989.49 feet to the point of beginning, and containing a calculated area of 8.79 acres more or less, also known as Outlot "E", Country Meadows, Lancaster County, Nebraska (Apple's Way).

Hampton and Quick hereby establish the following Restrictive Covenants upon Southfork Estates and Apple's Way:

1. PRIVATE SANITARY SEWER: Upon securing approval from the City of Lincoln, Nebraska of an amendment to the Preliminary Plat of Southfork Estates permitting it to do so, Hampton shall complete construction of a private sanitary sewer main system within Southfork Estates and shall extend the sewer mains to a septic tank, lift station and evapotranspiration field to be installed upon the real estate described on attached Exhibit "A".

The system shall be designed and built to accommodate and treat sewage from at least 33 dwelling units, 24 of which will be within Southfork Estates and nine within Apple's Way. The system shall be designed and construction supervised by Olsson Associates of Lincoln, Nebraska. Hampton will pay the entire cost of design and construction of the private sanitary sewer main, septic tank, lift station and evapotranspiration field. Quick shall pay the entire cost of design and construction of mains and service lines to connect dwelling units within Apple's Way to the septic tank.

2. WATER SYSTEM: Quick shall have the right to make a connection to the private water system within Southfork Estates in order to provide potable water to not more than nine dwelling units within Apple's Way. The cost of providing a water line

connecting from Southfork to the boundary of Apple's Way shall be paid by Hampton and Quick in the following proportions:

Hampton:	73%
Quick:	27%

Quick shall be solely responsible for providing the water distribution system to serve dwelling units within Apple's Way.

3. EASEMENT: Southfork Estates shall have a permanent easement upon the real estate described in attached Exhibit "A" for construction, maintenance, repair, replacement or expansion of the private sanitary sewer main, septic tank, lift station and evapotranspiration field, and for the construction, maintenance, repair and replacement of a private water main to the boundary of Apple's Way.

4. FUTURE EXPANSION: Southfork Estates shall have an easement for construction, maintenance, repair or replacement of an expansion of the evapotranspiration field for the private sanitary sewer system and any mains of lift stations or other infrastructure necessary to accomplish such expansion over the real estate described on attached Exhibit "B". In the event such expansion is necessary, the cost of such expansion shall be paid by assessments against lots or dwelling units made in accordance with these Covenants.

5. MAINTENANCE: Hampton covenants to maintain, repair, replace or expand the private sanitary sewer mains, septic tank, lift station and evapotranspiration field(s) and private water main exclusive of mains and service lines which, in accordance with these Covenants are constructed entirely at Quick's expense and exclusive of individual service lines to dwelling units. Upon approval of the Final Plat of Southfork Estates by the City of Lincoln, Nebraska, the obligation to maintain, repair, replace or expand the sewage disposal system shall be transferred to an association of homeowners within Southfork Estates organized for the purpose of maintaining the common areas within Southfork

Estates including the private sanitary sewer and private water systems.

6. ASSESSMENT FOR MAINTENANCE: Hampton and Quick covenant and any successor in interest of Hampton or Quick, by acceptance of a deed conveying title to a lot or dwelling unit within Southfork Estates or Apple's Way shall be deemed to covenant to maintain, repair, replace or expand the private sanitary sewer mains, septic tank, lift station and evapotranspiration field(s) and the private water main exclusive of mains and service lines which, in accordance with these Covenants are constructed entirely at Quick's expense, and exclusive of individual service lines to dwelling units, which covenants shall be satisfied by the payment of annual and special assessments for such purpose. Annual and special assessments shall be uniform as to each completed dwelling unit within Southfork Estates or Apple's Way and the assessment for any dwelling unit completed after the annual assessment date shall be prorated as of the date of completion. Each assessment or other financial obligation imposed by these Covenants shall be the personal obligation of the titleholder of the lot or dwelling unit assessed at the time of the assessment, shall bear interest at the rate of 14% per annum until paid, and, when shown of record, shall be a lien upon the lot or dwelling unit assessed.

7. ANNUAL OR SPECIAL ASSESSMENTS: Annual and special assessments may be levied for the maintenance, repair, replacement or expansion of the private sanitary sewer system and private water system by the Board of Directors of the Southfork Estates Homeowners Association.

8. CITY SEWER: Quick and Hampton agree that if the public water and/or sewer system of the City of Lincoln, Nebraska is extended and made accessible to Southfork Estates or Apple's Way, or both, then:

- a. If all Apple's Way lots or dwelling units become hooked up to City water and/or sewer, the Apple's Way lots or dwelling units shall be relieved of responsibility for assessments for maintenance contained in these Covenants, except to the extent certain lines may remain privately owned and require private maintenance. These Covenants shall, in all other respects remain in full force and effect.
- b. If all of the lots within Southfork Estates are hooked up to the City water and/or sewer, all lots within Southfork Estates shall be relieved from any responsibility for assessments for maintenance contained in these Covenants, except to the extent certain lines may remain privately owned and require private maintenance. Except to the extent necessary to run private sanitary sewer or water lines across Apple Hill to access City sewer or water, easements in favor of Southfork Estates shall be terminated.
- c. If all of the lots or dwelling units within Southfork Estates and Apple's Way are hooked up to City water and/or sewer, these Covenants shall be modified to the extent necessary to provide maintenance for any private water and/or sanitary sewer lines necessary to hook up to City sewer. In all other respects these Covenants shall terminate.

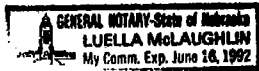
9. AMENDMENT: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by Quick and Hampton and all persons claiming under Quick and Hampton. These Restrictive Covenants may be terminated or modified, in writing, by the owners of 22 (two-thirds) of the lots or dwelling units within Southfork Estates and Apple's Way. However, the provisions of these Restrictive Covenants governing maintenance of the private water and sanitary sewer systems shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

10. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover



STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this  
31<sup>st</sup> day of March, 1989, by Allan Quick and Kimberly  
Quick, Trustee.



Luella McLaughlin  
Notary Public

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this  
10<sup>th</sup> day of April, 1989, by Louis L. Roper,  
of FirstTier Bank, N.A., Lincoln, Nebraska, a  
federal association, on behalf of the association.



M. Shannon Neill  
Notary Public

William G. Krein, holder of Tax Sale Certificate Number  
18077 in the sum of \$541.13 hereby ratifies the foregoing Cove-  
nants.

\_\_\_\_\_  
William G. Krein

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 1989, by William G. Krein.

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

(9-28-8b)

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**EASEMENT DESCRIPTION**

AN EASEMENT LOCATED ON OUTLOT "E" COUNTRY MEADOWS ADDITION, LOCATED IN THE E 1/2 OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 7 EAST, OF THE 6TH, P.M. LANCASTER COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FORM THE CENTER OF SAID SECTION 16, THENCE ON A ASSUMED BEARING OF S.89°53'57"E. ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 16 A DISTANCE OF 240.25' TO THE NE CORNER OF LOT 1, BLOCK 1 OF SAID COUNTRY MEADOWS ADDITION, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE S.25°38'37"E. A DISTANCE OF 281.01' TO THE SE CORNER OF SAID LOT 1, THENCE N.64°21'23"E. ALONG THE NORTH R.O.W. LINE OF SOUTH 66TH. STREET A DISTANCE OF 194.28' TO A POINT OF CURVATURE, THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 513.12', A CENTRAL ANGLE OF 29°37'40", AND A ARC DISTANCE OF 265.34', THENCE N.34°43'43"E. ALONG SAID R.O.W. A DISTANCE OF 127.01', THENCE N.00°07'00"W. A DISTANCE OF 10.53', TO A POINT ON THE SOUTH R.O.W. LINE OF NEBRASKA HIGHWAY #2, THENCE N.54°26'59"W. ALONG THE SOUTH R.O.W. LINE OF SAID HIGHWAY #2 A DISTANCE OF 400', THENCE S.35°33'01"W. A DISTANCE OF 70.00', THENCE S.54°26'59"E. ALONG A LINE 70.00' SOUTH OF AND PARALLEL TO THE SOUTH R.O.W. LINE OF SAID HIGHWAY #2 A DISTANCE OF 248.44', THENCE S.20°10'27"E. A DISTANCE OF 157.57', THENCE N.89°53'58"W. A DISTANCE OF 459.07' TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 2.35 ACRES MORE OR LESS.





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<sup>EXPANSION</sup>  
**FUTURE EASEMENT DESCRIPTION**

AN EASEMENT LOCATED ON OUTLOT "E" COUNTRY MEADOWS ADDITION, LOCATED IN THE E 1/2 OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH. PM LANCASTER COUNTY, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NE CORNER OF SAID OUTLOT "E", SAID POINT ALSO BEING ON THE SOUTH R.O.W. LINE OF NEBRASKA HIGHWAY #2, THENCE ON AN ASSUMED BEARING OF N.54°26'59"W. ALONG THE SOUTH R.O.W. LINE OF SAID HIGHWAY #2 A DISTANCE OF 400.00' TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LAST DESCRIBED LINE A DISTANCE OF 110.00', THENCE N.89°40'53"W. A DISTANCE OF 391.76' TO A POINT ON THE WEST LINE OF SAID OUTLOT "E", THENCE S.0°19'07"W. ALONG THE WEST LINE OF SAID OUTLOT "E", A DISTANCE OF 120.00', THENCE S.89°40'53"E. A DISTANCE OF 440.33', THENCE S.54°26'59"E. A DISTANCE OF 1.10', THENCE N.35°33'01"E. A DISTANCE OF 70.00' TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS A CALCULATED AREA OF 1.24 ACRES MORE OR LESS.

EXHIBIT  
"B"  
Page #1

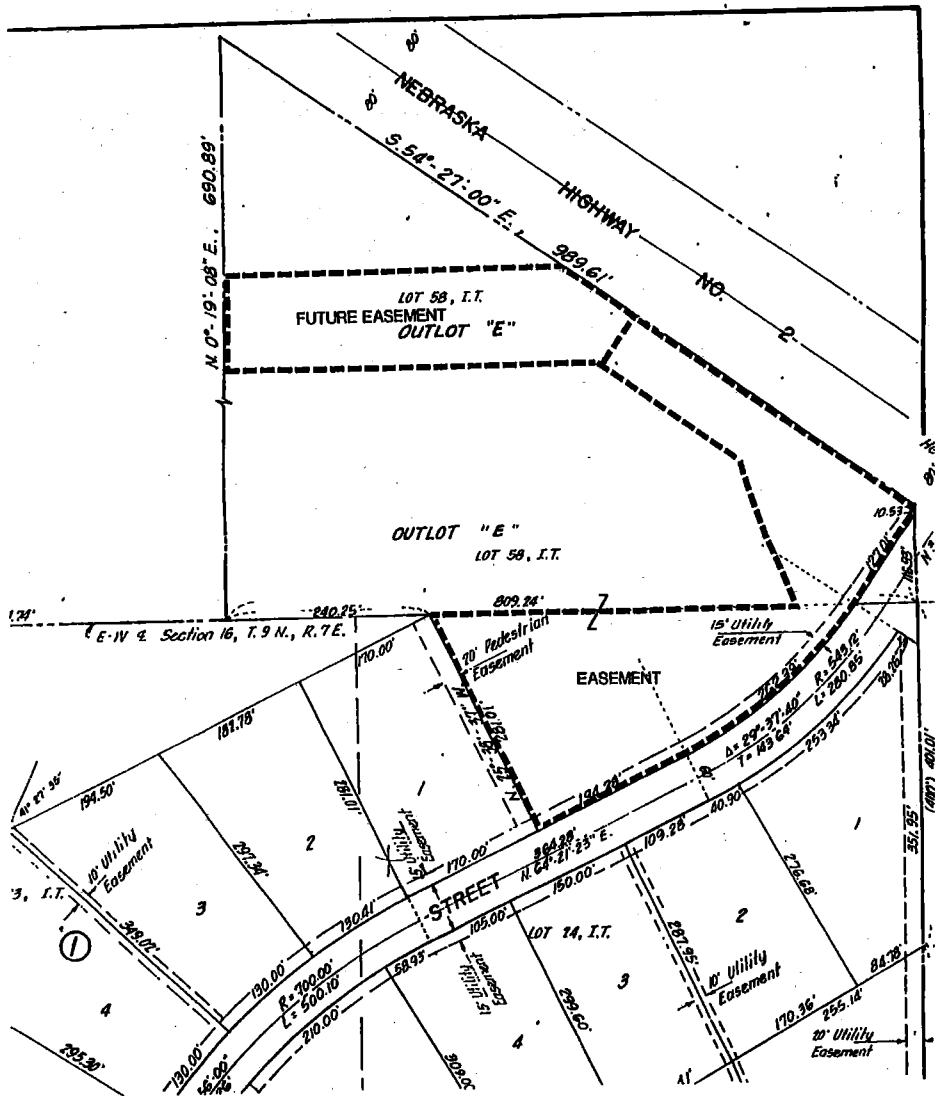


EXHIBIT  
 "B"  
 Page #2

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Dan J. ...  
 REGISTER OF DEEDS  
 1963 MAY -3 PM 1:25  
 ENTERED ON  
 ORIGINAL INDEX  
 PUBLIC RECORDS

\$56.50/1.00

INST. NO. 89 11427

Plat No. 714 1st