

After recording
return to:
Buel Land Development Corp.
18400 S 54th Street.
Hickman, NE 68372

Inst # 2018036970 Tue Sep 18 10:12:49 CDT 2018
Filing Fee: \$100.00
Lancaster County, NE Assessor/Register of Deeds Office
cbookg PROCOV
Pages 16



BUEL HIGHLANDS ESTATES PROTECTIVE COVENANTS & BY-LAWS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Buel Land Development Corp., a Nebraska corporation (hereinafter referred to as the "Owner"), is the owner of the real estate more particularly described as Block 1, Lots 1-10, BUEL HIGHLANDS ESTATES, Lancaster County, Nebraska (hereinafter referred to as the "Property"), and

WHEREAS, the Owner desires to establish a uniform plan for the residential development of the Property; and

WHEREAS, the Owner has final platted and subdivided the Property for rural residential building sites; and

WHEREAS, the Owner desires to provide for the preservation of the rural residential community's aesthetic qualities, for the preservation of property values and general economic stability, and for the overall general benefit of the community.

I. Definitions.

- A. The term "Common Area" shall be deemed to mean the roadway S. 77th Street, as shown on the Buel Highlands Estates Final Plat that has been filed with the Register of Deeds of Lancaster County, Nebraska, including all ditches and stormwater improvements associated with said roadway, until such time as Lancaster County, Nebraska takes over maintenance of said roadways.
- B. The term "Corporation" shall be deemed to mean Buel Highlands Estates Homeowners Association, which has or shall be incorporated by the Owner under the laws of the State of Nebraska as a nonprofit corporation for the purpose of administering and enforcing the covenants and restrictions created and established against and upon the Property and for the purpose of maintaining, repairing, replacing, insuring and, to the extent applicable, owning the Common Area located on the Property.
- C. As used herein the term "Lot", or "Lots" shall be deemed to mean all single family Lots now or hereafter located on the Property, which are shown on any Final Plat of all or

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any portion of the Property; provided, that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska.

- D. The term "Lot Owner" shall be deemed to mean the owner or owners of record of any Lot.
 - E. The term "Owner" shall be deemed to mean Buel Land Development Corp., a Nebraska corporation, or its successors or assigns.
 - F. The term "Property" shall be deemed to mean Lots 1-10, Block 1, Buel Highlands Estates, Lancaster County, Nebraska. Refer to Exhibit 'A'.
 - G. The term "City" shall be deemed to mean the City of Hickman, Lancaster County, Nebraska.
2. Use. No Lot located on the Property shall be used other than for single family residential purposes, and only one single family residence shall be allowed on a Lot.
 3. Construction Time Frame. Commencement of construction of a residential dwelling upon a Lot must begin within twelve (12) months from the date title is conveyed by Owner to Lot Owner. In the event construction is not commenced within twelve (12) months from the date of conveyance by Declarant, Declarant shall have the option to purchase the Lot for its original sale price, less any real estate commissions or other closing costs paid by Declarant at the time of the original sale. Construction of any residence or other building to be located upon a Lot shall be completed within twelve (12) months from the date of commencement of construction.
 4. Approval of Plan — Minimum Requirements. The Lot Owner shall have the exclusive right to establish grades and slopes for all Lots and to fix the grade at which any building shall be constructed upon any Lot located on the Property, in conformity with the general plan for the development of the Property. Plans for any residence, fence, or other improvement to be constructed upon any Lot located on the Property shall be submitted to the Owner and shall show the design, size, exterior material and exterior colors for the residence or other improvement and the plot plan for the Lot. One set of plans shall be left on permanent file with the Owner. Construction of the residence or other improvement shall not be commenced unless written approval of the plans has been secured from the Owner. Written approval or disapproval of the plans shall be given by the Owner within fifteen (15) days after receipt thereof with exception of standard United States Post Office holidays. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove of the plans, if in the Owner's opinion the plans do not conform to the general standard of development within the Property. Without in any way limiting the right of the Owner to approve or disapprove plans, each residence constructed on any Lot located on the Property shall have a minimum two-stall garage attached to the residence and each residence shall have at least the following minimum number of square feet (exclusive of basement, patios, terraces, enclosed decks, garages and driveways), to-wit:

<u>Style/Design of Residence</u>	<u>Minimum Square Footage Requirement</u>
Ranch	1,550 sq. ft.
Split-Foyer	1,750 sq. ft.
Multi-Level	1,900 sq. ft.
1 1/2 story, 1 3/4 story, or 2-story	2,100 sq. ft.

No dome homes, earthen homes, roofed car ports, or A-frame homes shall be allowed. No partially completed structures, trailers, tents, shacks or garages shall be used as either a temporary or permanent residence.

Exterior residence finish shall include vinyl, brick, stone, stucco, cement panel or other architectural panel. The front elevation of the residence shall include a minimum of 30% brick, stone and/or stucco as it relates to net wall area exclusive of windows. If side elevation is exposed to front of lot then it shall have 20% brick, stone, and/or stucco as it relates to the net wall area exclusive of windows.

Colors to follow Sherwin Williams color palettes:

<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/hickman/ne/buel-highland-estates/>

Alternatively, the Lot Owner can submit color scheme for any buildings or improvement and can proceed with written approval of the color plan from the Owner. Written approval or disapproval of the plans shall be given by the Owner within seven (7) days after receipt thereof with exception of standard United States Post Office holidays

5. Building Setbacks. Building setbacks for each Lot shall be per the City of Hickman Zoning Code. Buildings and outbuildings are to be constructed within a singular ghost plat envelope in instances where the existing 3-5 acre lot consists of smaller subdivided future ghost plats. Note that the septic system or lagoon is not limited to the same ghost plat envelope. Refer to exhibit 'A.'
6. City of Hickman Requirements. All buildings shall be constructed, and maintained in conformity with all requirements of law, including the ordinances of the City and any other applicable laws, ordinances, building codes, rules or regulations. Subdivider and future property owners agree to the following per Section 4.05 Special Requirements for "Ghost" Plats of City of Hickman. Any future buyer of a parcel or lot within this subdivision is to be notified by seller of requirements noted throughout this document.

If the city of Hickman votes to annex Buel Highlands Estates at some point in the future the following conditions will apply:

- A. City would provide extension of services.
- B. City would work with Corporation on improvement standards to be enforced that were consistent with consistent city design standards at time of annexation.

- C. Member or Members (1) agree and consent that the costs thereof shall be assessed and levied together with assessment and equalization costs, against the benefited properties in the Subdivision, waiving all objections to the sufficiency of the petitions therefore, to the proceedings and (2) agrees to pay to the City of Hickman said costs as thus assessed and levied against said property.
- D. Not to protest annexation of the property within the subdivision into the City of Hickman.
- E. That the obligations of Subdivider under this “Ghost” platting process and agreement shall constitute a covenant running with the land and shall be binding on the Subdivider and Subdivider’s heirs, administrators, successors and assigns.

7. Temporary Structures. No partially complete dwelling or temporary building and no trailer, mobile home, basement, tent, shack or garage on any Lot shall be used as either a temporary or permanent residence, except during construction of the primary residence.

8. Outbuildings. No more than three (3) outbuildings totaling 3,000 square feet may be constructed on any single Lot, not counting the residence. This includes detached garages, barns, storage sheds, etc. The design, size and color of all outbuildings must be approved by Owner in accordance with paragraph 4 above. Outbuilding construction must follow City of Hickman Zoning requirements.

9. Water and Sewage. Rural Water District No. 1 Lancaster County, Nebraska shall be utilized for all potable and domestic water needs. Private wells may be permitted for irrigation purposes. Owner shall install water mains within the development. Each Lot Owner shall be responsible to pay any tap fees associated with connection to the water main. All sewage systems shall be constructed in accordance with the standards and requirements of the Lancaster County Department of Health and all other regulatory bodies. Each Lot Owner shall exhaust every effort to construct an underground septic system on their Lot and only pursue lagoon structures in event septic will not perform.

A. Preferential pricing has been negotiated for Lot Owners for sewer installation from Southwick Liquid Waste of Hickman, NE (402-475-2462). Lot owners are not required to use these pre-negotiated rates but it is offered as follows:

1. Septic Systems: 3 bedroom septic systems at \$8,500 with additional bedrooms adding \$1,500 per bedroom. Percolation soil testing \$395.

2. Lagoons: Lagoons with settling tanks and poly plastic liners at \$8,000.

Note that Lagoons structures are only to be constructed in the event septic percolation will not perform. These sewer installation rates may change based on market conditions after calendar year 2018.

10. Electrical Service. Norris Public Power District will install and supply power to the lot line of each respective lot. If it is necessary to extend the primary cable system further into the customer’s / Lot Owner’s individual lot, which is common when the house is located greater than 250 feet from the lot line, the customer will be charged the then applicable rate to do so. Current 2018 rate is \$5.00 per foot.

10. Nuisance. No noxious or offensive activity shall be conducted or permitted upon any Lot, nor anything which is or may become an annoyance or nuisance to the development or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. Firearms shall not be discharged at any time on any portion of the Property, including all Lots and Common Area. No motorbikes, ATV's, or off-road recreational vehicles may be operated on any portion of the Property without manufacturers' standard noise/emission control equipment. Only motorbikes, ATV's or off-road recreational vehicles that are owned by the Lot Owner may be utilized on said Lot Owner's Lot.

11. Signs. No advertising signs, billboards, or other advertising devices shall be permitted, erected, placed or suffered to remain upon any Lot or upon any improvements thereon on any Lot. However, the Owner may erect signs advertising Lots for sale and a sign advertising a single Lot for sale may be erected upon any Lot.

12. Animals and Fencing. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purpose. Horses may be kept for recreational purposes not to exceed two total animals and must follow City Ordinance. A maximum of two dogs and three cats may be kept for recreational use as well. Poultry allowances per City Ordinance with the exception of Roosters.

Livestock and lot perimeter fencing shall consist of a 4-wire fencing arrangement with one (1) four inch (4") diameter line post every third post and the remaining posts being tee post style. Fencing around a residence, patio and deck can be as detailed in Exhibit 'C'.

13. Wiring and Antennas. No wires, antennas, T.V. satellite dishes or other equipment for electric power or electronic communications shall be permitted on any Lot, except underground or within a building; provided that, T.V. satellite dishes up to two (2) feet in diameter may be permitted subject to written approval as provided under paragraph 4 above specifying the location and required attempt to screen the dish if a location permits screening on the roof.

14. Solar Panels. Any solar panels or other supplementary or auxiliary energy saving type of device placed on any single family residence constructed on any Lot shall be mounted flush with the roof of such residence, and shall not be located along any exterior wall of such single family residence nor in any yard area of any Lot. Provided, however, that no solar panels or other supplementary or auxiliary energy saving type of device shall be placed on any single family residence constructed on any Lot without the prior written approval of the Owner.

15. Recreational Activities. Any activities such as livestock ownership and motorbike usage, etc. on any Lot shall be limited to family use only. No club, membership or association groups are allowed for these uses on any Lot.

16. Maintenance. Each Lot shall be kept free of debris and weeds. All outbuildings of any character shall be located and maintained so as not to be offensive, and shall be kept in a clean and sanitary condition.
17. Storage. All personal property located on a Lot, excluding lawn furniture and one vehicle, must be stored within an enclosed structure; provided, that recreational vehicles may be stored outside up to 14 total days per year. If 14 days is to be exceeded the recreational vehicle must be parked in a place hidden from view from the common right of way.
18. Tree Retention and Maintenance. Each Lot Owner shall be responsible to maintain and retain the trees planted by Owner within the front yard setback on said Lot Owner's Lot.
19. Membership. Lot owners members of the corporation. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any Lot shall be members of the Corporation, provided however, that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of each Lot and ownership of such Lot shall be the sole qualification for membership.
20. Classes of Membership. The Corporation shall have two classes of membership.
 - A. Class "A" memberships shall include all members of the Corporation except the Owner. Each Class "A" member of the Corporation shall be entitled to all the rights of membership and to one vote for each Lot in which the interest requisite for membership is held, provided, however, that no more than one vote shall be cast with respect to any such Lot.
 - B. Class "B" memberships shall include only the Owner or its assigns, who shall be entitled to four votes for every Lot owned by the Owner; provided, however, that for each conveyance of a Lot by the Owner to any Class "A" member, the number of votes entitled to be cast by the Class "B" member shall be reduced by four.
21. Use and Enjoyment of Common Area. Each member of the Corporation shall have the right to use and enjoy the Common Area and shall have an easement over and upon the Common Area for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for membership held by such member. The Lot Owners acknowledge that portions of the Common Area are located on right-of-way that has been dedicated to Lancaster County, Nebraska, and when the pre-requisites are complete, Lancaster County will take over maintenance of the road right-of-way.
22. Corporation Powers and Duties. The Corporation shall have the powers conferred upon a corporation by the State of Nebraska, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Corporation. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

- A. The acquisition, construction, improvement, development, maintenance, operation, repair, upkeep, replacement and administration of the Common Area and the enforcement of the rules and regulations relating to the Common Area.
- B. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of these Protective Covenants.
- C. The expenditure, commitment and payment of Corporation funds to accomplish the purposes of the Corporation including, but not limited to, payment for the purchase of insurance covering the Common Area against property damage and casualty, and the purchase of liability insurance coverage for the Corporation, the Board of Directors of the Corporation and the members.
- D. The exercise of all the powers and privileges, and performance of all of the duties and obligations of the Corporation as set forth in these Protective Covenants, as the same may be amended from time to time.
- E. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Corporation.
- F. The deposit, investment and reinvestment of Corporation funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- G. The employment of professionals and consultants to advise and assist the Officers and Board of Director of the Corporation in the performance of their duties and responsibilities for the Corporation.
- H. General administration and management of the Corporation, and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- I. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Corporation.

23. Common Area Maintenance. The City has approved the final plat of Buel Highlands Estates upon the condition that the Common Area with exception of the road right of way be maintained by the Owner on a continuous basis. The Corporation covenants and each Lot Owner of a Lot, by the acceptance of a deed by which the interest requisite for the membership is acquired, shall be deemed to covenant to maintain, repair, replace, insure and to the extent applicable, own the Common Area and to assume the obligations of the Owner to comply with the requirements of the final plat of Buel Highlands Estates regarding continuous and permanent maintenance of the Common Area. In the event the Corporation dissolves, the Lot Owners shall remain jointly and severally liable for the cost of administering, insuring, maintaining, repairing,

replacing, adding and improving the Common Area. This covenant by the members shall be satisfied by the payment of a general annual assessment and/or a general special assessment for the administration of the Corporation, and the maintenance, repair, replacement, insurance and, to the extent applicable, ownership of the Common Area. Such annual and special general assessments shall be a lien upon the Lot against which such assessment are made and shall also be the personal obligation of the member who is, or was, the record owner of the Lot assessed at the time of such general assessment. Each Lot shall be equally liable for the total annual and special general assessments.

24. Assessments. Annual general assessments shall be made by the Board of Directors of the Corporation for the maintenance, repair, replacement, insurance and, to the extent applicable, ownership of the Common Area, which shall include but not be limited to, the payment of taxes and special assessments levied against the Common Area by Lancaster County, Nebraska, subsequent to the execution and recordation of these Protective Covenants. Special general assessments for capital improvements of all or any portion of the Common Area may be made by the Board of Directors, provided however, that such assessments for capital improvements may be rejected at any time within thirty (30) days of the notice of the levy by the vote of members holding at least two-thirds (2/3) of the total number of votes available, who are entitled to vote, in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

Each member's assessments shall be determined on an annual basis for each fiscal year prorating a fractional year which may occur by issuance of a building permit for any dwelling. Changes in the amount of future annual assessments shall be based upon an estimate of the Corporation's cost for administration, maintenance, improvement and insurance of the Common Area and each member shall pay the annual assessments so established in advance as billed. At the end of each fiscal year, a statement of the total year's Common Area's operating costs may be presented to the members of the Corporation and the members shall pay any excess charge to the Corporation within thirty (30) days of the statement. Such general assessment shall be assessed by the Corporation to its members and shall be a lien on the Lot and a personal obligation of the record title holders.

- A. Budgets. The Corporation shall prepare, approve and make available to each member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Corporation currently available for replacement or major repair of the Common Area and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Area; and (4) a general statement setting forth the procedures used by the Corporation in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area.
- B. Additional Charges. In addition to any amounts due or any other relief or remedy obtained against a member who is delinquent in the payment of any dues or

assessments, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Corporation may incur or levy in the process of collecting from each member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:

- i. Attorney's Fees. Reasonable attorney's fees and costs incurred in the Event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise.
 - ii. Late Charges. A late charge in an amount to be fixed by the Corporation to compensate the Corporation for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or Thirty-five Dollars (\$35), whichever is greater.
 - iii. Costs of Suit. Costs of suit and court costs incurred as allowed by the court.
 - iv. Filing Fees. Costs of filing notice of lien in the Office of the Register of Deeds.
 - v. Interest. Interest on all dues and assessments at the rate of fourteen Percent (14%) per annum, commencing thirty (30) days after the assessment becomes due.
 - vi. Other. Any other costs that the Corporation may incur in the process of collecting delinquent dues and assessments.
- C. Lien. The dues and assessments shall be the personal obligation of the Lot Owner of the Lot assessed at the time of the assessment and when shown of record shall be a lien upon the Lot assessed.
- D. Fines. The Corporation may create a schedule of fines for violations of Corporation rules and regulations which fines shall be treated and billed as a special assessment to the offending member's Lot.
25. Lien of Assessments. The lien of such annual and special general assessments shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Lot against which such assessment is made.
26. Abatement of Dues and Assessments. Notwithstanding any other provision of these Protective Covenants, the Board of Directors may abate all or part of the dues or assessments due in respect of any lot, and shall abate all dues and assessments due in respect of any lot during the period such lot is owned by the Owner.
27. Additions. The Owner may, at any time, add contiguous similarly developed real Estate to the Property without the consent or approval of the members of the Corporation. Such additions shall be made by the Owner's recordation of an addendum adding the

legal description of such additional real estate to the definition of "Property" contained in these Protective Covenants at the Register of Deeds, Lancaster County, Nebraska, thereby subjecting the additional real estate to the covenants and restrictions of these Protective Covenants.

28. Assignments. The Owner shall have the power to assign any or all of their rights in these Protective Covenants to a successor or assign, or to the Corporation, at such time as the Owner deem appropriate. Buel Land Development Corp or its successors or assigns, may terminate its status as Owner under these Protective Covenants in their entirety, at any time, by filing a Notice of Termination of Status as Owner. Upon such filing, the Corporation may appoint itself or another entity, association of individual to serve as Owner, and such appointee shall thereafter serve as Owner with the same authority and powers as the original Owner.
29. Amendments. The covenants and restrictions of these Protective Covenants shall run with Property and shall be binding upon and enforceable by the Owner, the Corporation, all members of the Corporation, any Lot Owner and their respective heirs, executors, administrators, successors and assigns for a period of twenty-two (22) years from and after the date of recordation of these Protective Covenants with the Register of Deeds of Lancaster County, Nebraska, and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the Corporation approved by members holding at least 2/3 of the total votes of the membership of the Corporation shall have been recorded with the Register of Deeds of Lancaster County, Nebraska, agreeing to a termination or modification of these Protective Covenants. It is expressly understood that these Protective Covenants can be amended at any time during their existence.
30. Enforcement. The enforcement of these covenants and restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Corporation, to enforce the payment of any assessment of any lien or obligation created hereby. The City shall have the right to enforce by proceedings at law or in equity all restrictive covenants and conditions regarding maintenance of the Common Area. If any action is brought in any court to enforce the terms or provisions of any of these Protective Covenants, or to collect any unpaid assessment against any Lot, then if the person instituting such proceeding is successful, that person shall also be entitled to an award of all costs and fees (including reasonable attorney's fees) incurred in connection with such proceeding. Failure of the Owner, City or any Lot Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.
31. Severability. The invalidation of any one of these Protective Covenants shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owner of the Property, does hereby adopt, ratify and approve the above Protective Covenants.

Dated: 18 Sep 2018

Buel Land Development Corp, A Nebraska Corporation

By: Jim Buel
Manager / President

Page ___ of ___

Description of Document _____

Acknowledgement

State of Nebraska

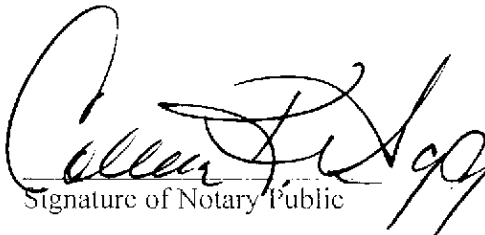
S.S.

County of Lincoln

The foregoing instrument was acknowledged before me this

18th day of Sept., 2008
(month)

by Trevor Bull, _____
(printed name) (printed title of position)


Signature of Notary Public

† Affix Notary Seal †

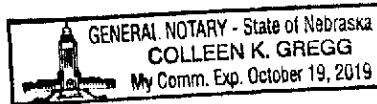
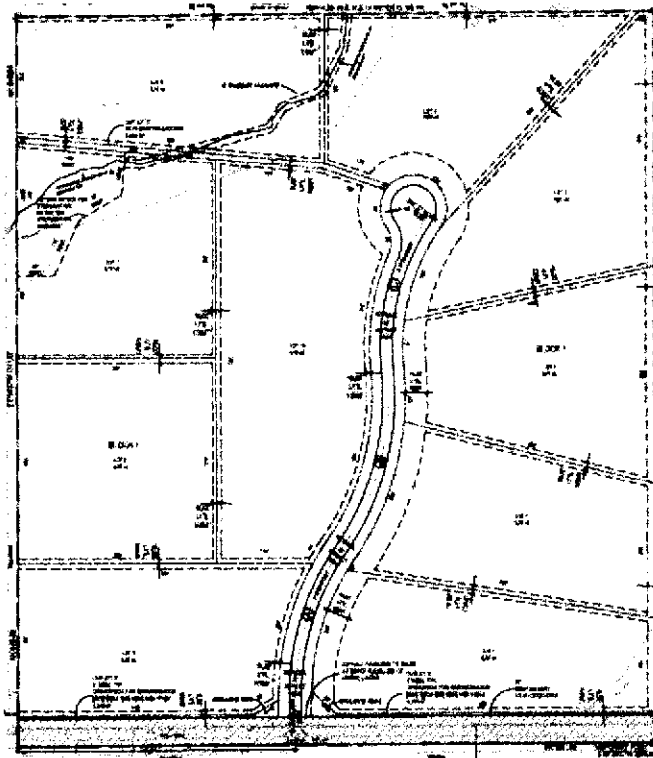


EXHIBIT 'A'
PLATTING FOR REFERENCE (1 PAGE FROM PRELIM PLAT)
Final Plat:



Ghost Platting for reference:

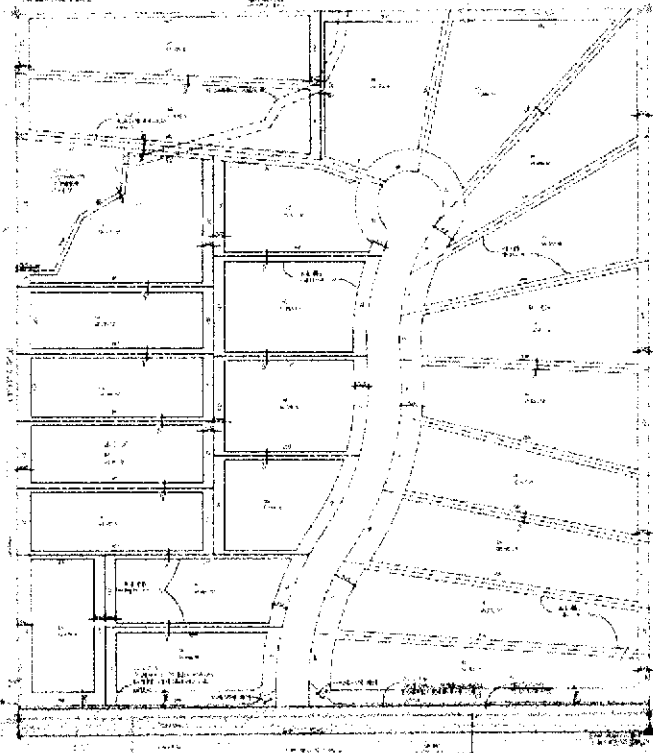


EXHIBIT 'B'
LEGAL DESCRIPTION OF LOTS CONTAINED WITHIN
BUEL HIGHLANDS ESTATES

LOT	
<i>BLOCK 1</i>	Lot 1
	Lot 2
	Lot 3
	Lot 4
	Lot 5
	Lot 6
	Lot 7
	Lot 8
	Lot 9
↓	Lot 10
OUTLOT 'A' OPEN SPACE FOR NEIGHBORHOOD IDENTIFICATION SIGN AND FENCE	
OUTLOT 'B' OPEN SPACE FOR NEIGHBORHOOD IDENTIFICATION SIGN AND FENCE	
OUTLOT 'C' PEDESTRIAN ACCESS	

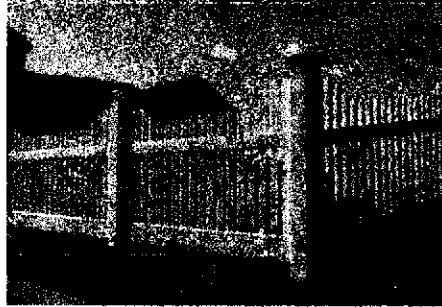
EXHIBIT 'C'
HOME OWNERS ASSOCIATION – PRIVACY FENCING CODE

Residential fencing is an important part of the landscape at BUEL HIGHLANDS ESTATES. This portion only adheres to fencing around a residence, patio and deck. Therefore, it is crucial that standards be set to regulate and maintain the overall appearance of the neighborhood. Fences are intended to define private areas associated with individual residences. In relation to quality, scale, and detailing, their design must coordinate with the design of the individual residence. Fences for livestock around parameter of lot are considered to be acceptable per section 12. All fences should be submitted for approval to Owner prior to commencing construction and will reviewed with fifteen (15) days per section 4.

C1) Types of fence allowed are:

- a) Steel with e-coat and powder coated paint surface.
- b) Aluminum with e-coat and powder coated paint surface.
- c) Vinyl fence with white resin (no painted vinyl).

Examples C1A:



4" 0" vinyl fence with 1 3/8" stepped pickets

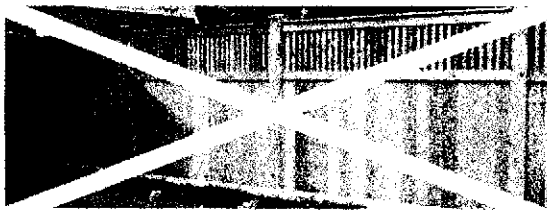


Black Rebelon Plus Aluminum Fence

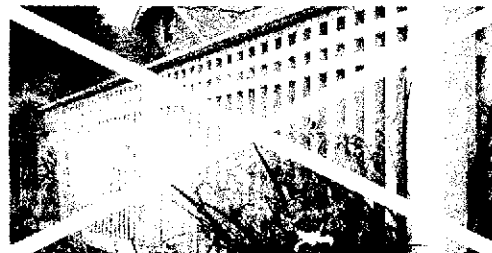
C2) Types of privacy fence not allowed:

- a) Vinyl fence colored other than white.
- b) Wood fence or "painted" wood fence as depicted below.

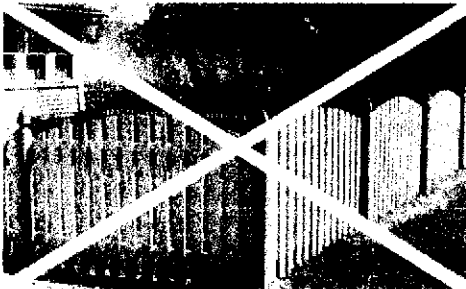
Examples C2A:



Wood fence - NOT ACCEPTABLE



Painted wood fence - NOT ACCEPTABLE



Wood fencing or colored vinyl fencing - NOT ACCEPTABLE

Buyer acknowledges and accepts terms listed in above Buel Highlands Estates Protective Covenants / By-Laws document agreement dated September 7th, 2018.

If lot owner decides to sell this parcel or portion of a parcel at a future date they must notify any future buyer of a parcel or lot within this subdivision of requirements noted throughout this document. To acknowledge the requirement seller required to obtain new buyer's acknowledgement in signed form of this document or future revision if amended.

BUYER:

(SIGN) Date

(SIGN) Date

(PRINT)

(PRINT)

STATE OF NEBRASKA, COUNTY OF LANCASTER, ss:

This instrument was acknowledged before me on this _____ day of _____,

Notary Public
Signature of person taking acknowledgment

Title (and Rank)

My commission expires _____