

418

JAMES BUEL, SINGLE
TO
THE PUBLIC
BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
BUEL'S 3RD SUBDIVISION

This declaration made this 18 day of September, 1995, by James Buel, single, hereinafter called the Declarant,

WITNESSETH:

Whereas, the Declarant is the owner of the real property platted as Buel's 3rd Subdivision, including all Plattings thereof present or future.

Whereas, the herein described realty is situated in a rural area where in the adjoining owners presently pursue normal agricultural pursuits, and,

Whereas, the Declarant is desirous to subject the real property herein described including present and future plattings to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each of every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

Now, therefore, Declarant hereby declares that the real property herein described is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITIONS OF TERMS

"Building Site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record in a single ownership and upon which a dwelling may

COMPARED

be erected in conformance with the requirements of these covenants.

"Association" shall refer to the Buel's 3rd Subdivision Homeowners Association, a Nebraska Not-for-Profit Corporation.

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property in Buel's 3rd Subdivision, present and future plattings, is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared; all to insure the best use and the most appropriate development and improvement of each building set therein; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein, and to provide a means of assessment of charges for common areas within the subdivision, and to provide for the use of residential lots and common areas by owners of lots herein described.

II. COVENANTS AND RESTRICTIONS

A. All numbered lots in Buel's 3rd Subdivision shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached

single-family dwelling not to exceed two and one-half stories in height, a private garage for not less than two cars, guest house, servant's quarters, and other out building incidental to residential use of the premises.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topograph and finished ground elevation by an architectural committee consisting of James Buel, and such other lot owners he shall appoint to serve with him. In the event of death or resignation of any of the other lot owners on said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days (30) after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been full complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any building site less than 25 feet from the street lot line for all sites covered by these covenants, nor less than 15 feet from any side street line. No building shall be located less than 10 feet from any side lot line or 15 feet from any building on the same site except a detached garage or other out building

located in the rear yard may be placed 10 feet from the side line.

D. No residential structure shall be erected or placed on any building site which does not include the equivalent of one complete platted lot.

E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, motor home, camper, basements, tent, shack, garage, barn, or other out-building other than guest houses and servant's quarters erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No trailer, motor home, camper, or boat trailer shall be stored on any residential lot for more than 14 days of each calendar year unless housed or garaged.

G. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,200 square feet in the case of a one-story structure or less than 1,600 feet in the case of a one and one-half, two, or two and one-half story structure. Basement is defined as any part of the home below highest grade level adjoining the home.

H. No animals or poultry of any kind, other than house pets and not more than three adult dogs and 2 adult horses, shall be kept or maintained overnight on any building site.

I. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the architectural committee as provided in Paragraph B.

J. The owner of each building site to which these covenants apply shall be a member of Buel's 3rd Subdivision

Homeowners Association from the date of lot acquisition; each member shall fully participate in the rights and obligations of Association membership as determined by the By-laws, rules, regulations and contractual commitments of the said Association.

K. The responsibility for road maintenance and repair within the subdivision on all roads not part of the County Road System, shall be provided by Buel's 3rd Subdivision Homeowner's Association, and each owner of any lot therein, shall be required to contribute to the expense of road maintenance and repair pursuant to the Articles of Incorporation, By-Laws and additional regulations adopted by the aforesaid Buel's 3rd Subdivision Homeowner's Association.

L. Any water well constructed within the Subdivision must be located not less than 1,000 feet from the Eagle Lake Subdivision's existing common well.

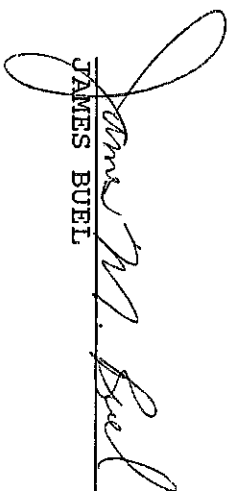
III. DURATION OF COVENANTS AND RESTRICTIONS

A. These covenants (A to L) are to run with the land and shall be binding on all parties and all persons claiming under them until 10 years at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

B. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

C. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no way

affect any of the other provisions which shall remain in full force and effect.

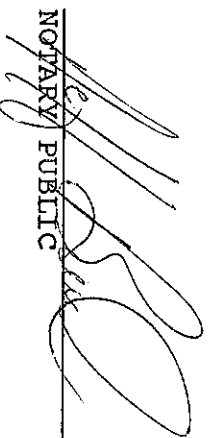


JAMES BUELL

STATE OF NEBRASKA)
) ss.
COUNTY OF Cass)

On this 15th day of September , 1995, the undersigned, a Notary Public in and for said County, personally came James Buell, to me personally known to be the owner and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed.





NOTARY PUBLIC

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covenant.b3s

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BUEL'S 3rd SUBDIVISION CONSISTS OF:

Lots 1 thru 12 Block 1

Lot 1 Block 2

Lots 1 thru 6 Block 3

Lots 1 thru 4 Block 4