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CASS COUNTY, ME.

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PATRICIA HEINSER  
REGISTER OF DEEDS  
#2424 \* 36.50

Approved by members October 11, 2005 with typos changed 03-27-2006

JAMES BUEL, SINGLE  
TO  
THE PUBLIC  
BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
BUEL'S 3<sup>RD</sup> SUBDIVISION  
Section 29, T10N, R9E, Lots 1-12 Block 1, Lot 1 Block 2, Lots 1-6 Block 3, Lots 1-4 Block 4

This declaration made this 11<sup>th</sup> day of October 2005, by members of the Eagle Heights Homeowner's Association, hereafter called the Declarant, hereby replaces the declaration made on September 15, 1995 by James Buel.

WITNESSETH

Whereas, the Declarant is the owner of the real property platted as Buel's 3<sup>rd</sup> 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.

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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 be erected in conformance with the requirements of these covenants.

“Association” shall refer to the Eagle Heights Homeowner’s Association, a Nebraska Not-for-Profit Corporation.

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property in Buel’s 3<sup>rd</sup> 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 3<sup>rd</sup> 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 topography and finished ground elevation by a majority vote of the Eagle Heights Homeowner's Association Board. In the event said Board, 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 fully 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 unless Eagle Zoning requirements are more restrictive.
- 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 between buildings or line of year-round vegetation and the street on any residential lot for more than thirty (30) consecutive days of each calendar year unless screened first from neighbors and the road second.
- 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 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, water fowl, or poultry of any kind, other than house pets and not more than three adult dogs, 3 cats, and/or 2 adult horses, or a total of five (5) home pets; shall be kept or maintained overnight on any building site. Dogs must be kept on a leash or otherwise controlled within the owner's lot area. Animal owners must be responsible for cleaning up after the animals they own.
- I. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval a majority of the Board, and as provided in Paragraph C.
- J. The owner of each building site to which these covenants apply shall be a member of Eagle Heights Homeowner's 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 Eagle Heights Homeowner's Association, and each owner of any lot therein, shall be required to contribute to the expenses of road maintenance and repair pursuant to the Articles

Approved by members October 11, 2005 with typos changed 03-27-2006 of Incorporation, By-Laws and additional regulations adopted by the aforesaid Eagle Heights 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.

M. No unlicensed vehicle shall be parked on any portion of an owner's property between a building or tree line and the lot line except on a prepared parking area approved in design and location by the Eagle Heights Homeowner's Association Board, nor on Eagle Heights Homeowner's Association common property whether on a prepared parking area or not, for more than any continuous 30 day time period.

### 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 for a period of ten (10) years after being recorded in Cass County, and shall be automatically extended for periods of ten (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.

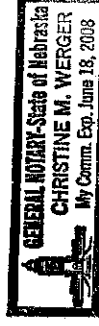
Members of Eagle Heights Homeowner's Association-Attached List

Terry Peirce  
Terry Peirce, President

State of Nebraska  
County of Cass April 14, 2006

On March 28, 2006, the person, TERRY B PEIRCE, identified by signature affixed to the instrument above, and known to me as the President-Eagle Heights Homeowner's Association, Eagle, Cass County, Nebraska; came to me, a Notary Public in and for Cass County, Nebraska, and acknowledged execution thereof to be his voluntary act and deed.

Christine M. Wergler  
Notary Public



Milo D. Cress  
Milo D. Cress, Secretary

State of Nebraska  
County of Cass April 13, 2006

On March 28, 2006, the person, MILLO D. CRESS, identified by signature affixed to the instrument above, and known to me as the President-Eagle Heights Homeowner's Association, Eagle, Cass County, Nebraska; came to me, a Notary Public in and for Cass County, Nebraska, and acknowledged execution thereof to be his voluntary act and deed.

Christine M. Wergler  
Notary Public



Attachment 1: EAGLE HEIGHTS HOMEOWNER' ASSOCIATION MEMBERS

<b>Blajan, Valeria &amp; Lieiniu</b> 708 Maple Drive Eagle, NE 68347	<b>Diekmann, Shawn &amp; Stacy</b> 710 Maple Drive Eagle, NE 68347	<b>Hockemeir, Jerry &amp; Sharon</b> 905 Maple Drive Eagle, NE 68347	<b>Preston, Ron &amp; Jan</b> 20600 Cedar Lane Eagle, NE 68347
<b>Lambrecht, Adam &amp; Michelle</b> 20706 Cedar Lane Eagle, NE 68347	<b>Fankhauser, Chris &amp; Kim</b> 959 Ash Circle Eagle, NE 68347	<b>Melcher, Chad &amp; Candy</b> 20508 Maple Circle Eagle, NE 68347	<b>Prockish, Tim &amp; Anita</b> 902 Maple Drive Eagle, NE 68347
<b>Crass, Milo &amp; Betty</b> 901 Maple Drive Eagle, NE 68347	<b>Gidley, Tom &amp; Kim</b> 904 Maple Drive Eagle, NE 68347	<b>Meyer, Brad &amp; Trudy</b> 20500 Maple Circle Eagle, NE 68347	<b>Soffin, Bob &amp; Lisa</b> 983 Ash Circle Eagle, NE 6847
<b>Datker, David &amp; Linda</b> 20502 Maple Circle Eagle, NE 68347	<b>Gilligan, Tom &amp; Mary</b> 706 Maple Drive Eagle, NE 68347	<b>Peterson, Ken &amp; Kelley</b> 20504 Maple Circle Eagle, NE 68347	<b>Sundling, Steve &amp; Barb</b> 20068 Ash Drive Eagle, NE 68347
<b>Davison, Drew &amp; Donna</b> 962 Ash Circle Eagle, NE 68347	<b>Harrison, Cardale &amp; Heather</b> 20599 Cedar Lane Eagle, NE 68347	<b>Peirce, Terry &amp; Diane</b> 20495 Ash Drive Eagle, NE 68347	<b>Weatherfield, Roger &amp; Mary</b> 1006 Ash Circle Eagle, Ne 68347
	<b>Harrison, Greg &amp; Janet</b> 1185 Ash Drive Eagle, NE 68347		<b>Weissert, Timi &amp; Jeff</b> 707 Maple Drive Eagle, NE 68347