

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2000 - 26575

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*Glenn J. Dowling*  
REGISTER OF DEEDS

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**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR A PART OF EAGLE HILLS, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by EAGLE RIDGE DEVELOPMENT COMPANY, a Nebraska corporation ("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska, and described as follows:

Lots 160 through 268, inclusive, in Eagle Hills, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Declarant, for use in connection with a common facility, church or park.
2. For a period of ten (10) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("disc"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, including landscaping, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot,

R+R  
Gaines, Pansing & Hogan  
10050 Regency Circle, Ste. 200  
Omaha, Nebraska 68114

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or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

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

IN WITNESS WHEREOF, the Declarant have caused these presents to be executed this 18<sup>th</sup> day of OCTOBER, 2000.

EAGLE RIDGE DEVELOPMENT COMPANY, a  
Nebraska corporation,



Michael F. Rogers, President

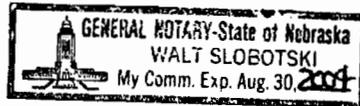
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 18 day of October, 2000, by Michael F. Rogers, President of Eagle Ridge Development Company, a Nebraska corporation, on behalf of the corporation.



Notary Public

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