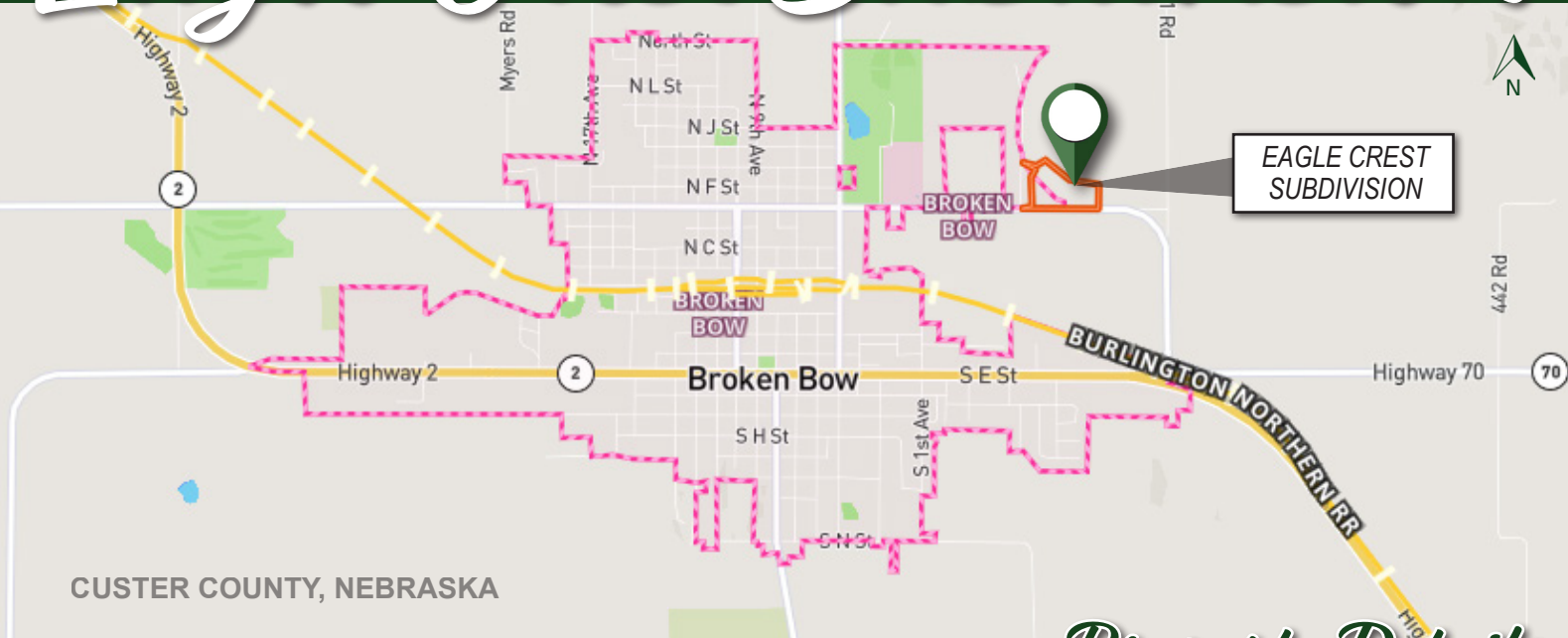


Eagle Crest Subdivision



Property Details

Build Your Dream Home

Offering 31 spacious, buildable lots in Central Nebraska.

Experience small town living!
Close to school, local shopping and city amenities.

LOCATION:

Located on the corner of Memorial Drive and Hill Crest Drive, in the City limits of Broken Bow, Nebraska.

LOT SIZES:

Lot sizes range from .25 - .50 acres

TAXES:

Tax information available upon request. Contact the listing agent for details.

COVENANTS:

Available upon request. Contact listing agent for details.

LISTING PRICE: \$10,000/LOT

LISTING AGENT:

BONNIE DOWNING

C: 308.530.0083

E: BDowning@AgriAffiliates.com

Bryan Danburg, Dave Masek, Brad Atkins, Faith Correll

View Full Brochure
& Listing



AGRI AFFILIATES, INC.
Providing Farm & Ranch Real Estate Services

Broken Bow, NE • AgriAffiliates.com • 308.872.1323

Information contained herein was obtained from sources deemed reliable. We have no reason to doubt the accuracy, but the information is not guaranteed. Prospective Buyers should verify all information. All maps provided by Agri Affiliates, Inc. are approximations only, to be used as a general guideline, and not intended as survey accurate. As with any agricultural land, this property may include noxious weeds. Agri Affiliates, Inc. and all agents are acting as Agent of the Seller.

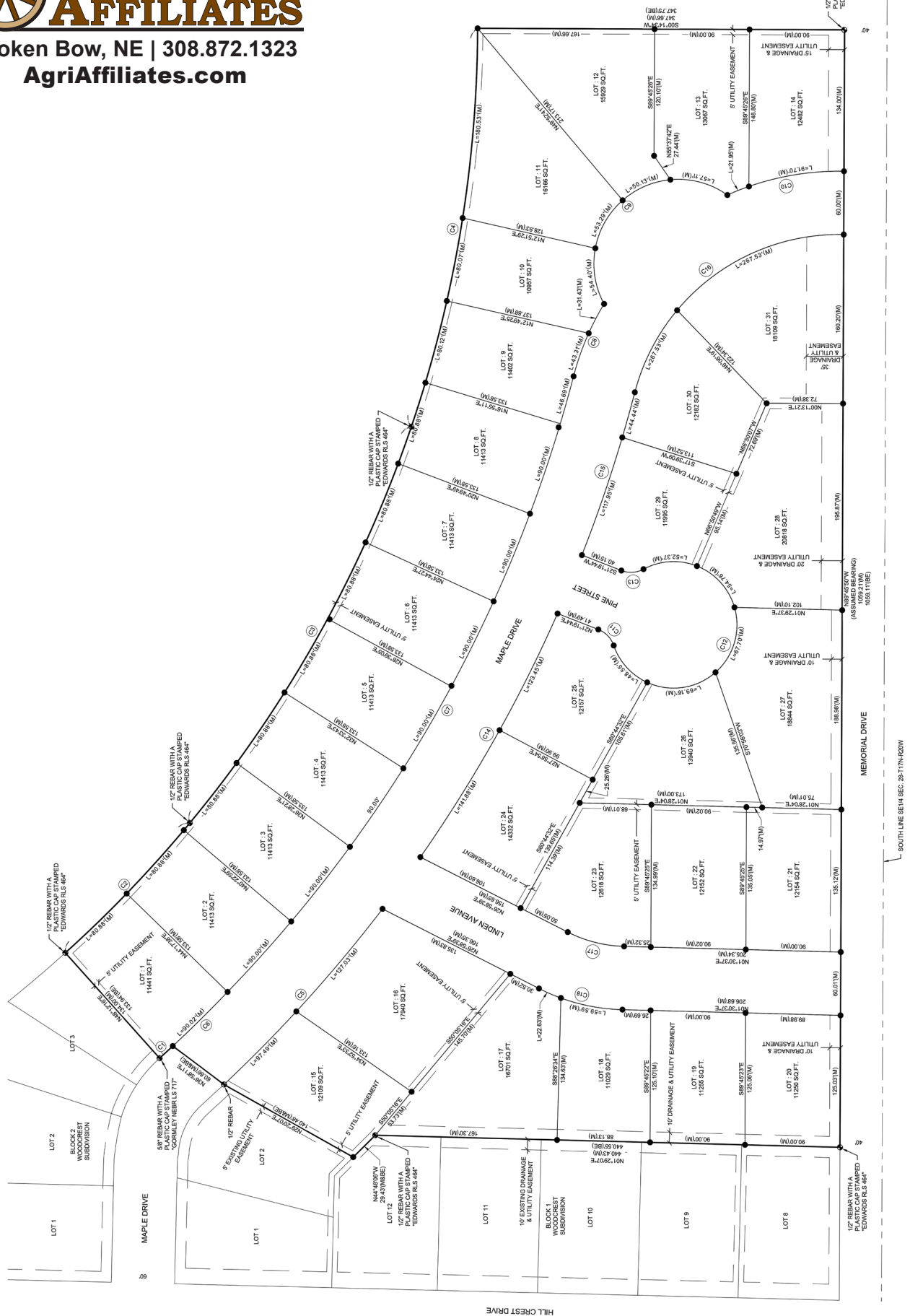
Central Nebraska Development Opportunity



AGRI AFFILIATES

Broken Bow, NE | 308.872.1323

AgriAffiliates.com



STATE OF NEBRASKA
CUSTER COUNTY
9-3-21
9:15 am
21-7413
Susanne Thompson
Deputy Register of Deeds
862 Rolling Hills

Rolling Hills, 327 S. 1st Ave, Broken Bow, NE 68822
[Space above provided for recording information]

AGREEMENT FOR RESTRICTIVE AND PROTECTIVE COVENANTS

NOW ON THIS the 1st day of September, 2021, comes Rolling Hills Development, LLC, a Nebraska limited liability company (hereinafter "Rolling Hills"), and hereby enter into the within Agreement for Restrictive and Protective Covenants.

WITNESSETH:

WHEREAS, Rolling Hills, the undersigned is the fee title owner of real estate legally described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, Rolling Hills caused the real estate legally described in Exhibit A to be surveyed, platted and designated as the Eagle Crest Subdivision to the City of Broken Bow, Nebraska, as set forth in a final plat recorded in Book 21, Page 7304, of the Custer County, Nebraska, Register of Deeds on August 31, 2021, and attached hereto as Exhibit B and incorporated herein by reference;

WHEREAS, Rolling Hills is desirous of adopting Restrictive and Protective Covenants for the aforementioned real estate.

NOW, THEREFORE Rolling Hills declares the within Restrictive and Protective Covenants to be hereby adopted.

1. These Covenants are to run with the land and shall be binding on all present and future lot owners ("Owner") of all or any part of the real estate described in Exhibit A and platted in Exhibit B until the 1st day of September, 2041, at which time said Restrictive and Protective Covenants shall automatically renew for successive 10-year periods, unless prior to the original expiration date or the expiration of any 10-year automatic renewal, the then owners of a majority of the lots set forth in Exhibit B shall sign an agreement or stipulation that said covenants shall terminate at the end of the then existing term.
2. The real estate which is subject to the herein described Restrictive and Protective Covenants is the Eagle Crest Subdivision of the City of Broken Bow, Nebraska, which is legally described in Exhibit A and platted pursuant to Exhibit B.
3. If the Owner of any of said lots or their grantees, heirs or assigns, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing and/or recover damages for said violation.
4. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions. All provisions of this agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

5. Construction of Dwellings and Buildings:

- a) Said lots shall be used for single family and multi-family residential purposes, except as may hereinafter be conveyed or dedicated by Rolling Hills for public, church, education, or charitable uses, or as approved by Rolling Hills, and all dwellings should face the road or be angled no more than 45 degrees from parallel with the road.
- b) Unless otherwise approved by Rolling Hills as set forth herein, buildings on said lots shall be limited to (i) one single family residential building with an attached garage, which home shall be of not less than 1200 square feet on the main level, exclusive of open breeze ways, porches, and garages; (ii) one multi-family residential building with attached garages, which homes shall be of not less than 1,100 square feet per home on the main level, (iii) one detached garage; and (iv) one storage building. Any detached garage shall be not more than 900 square feet in size and shall have the same exterior and style as the residence provided, however, that a detached garage located on a lot with a brick home shall be required only to brick the side facing the street. Any detached building to be used for storage shall be of not more than 150 square feet, and shall have an exterior that is matching or blending with the other buildings. The finished area above a garage shall not count toward the minimum square footage of the home.
- c) All buildings and improvements shall be set back as provided as follows:
 - i. 35 feet from the road right of way;
 - ii. 40 feet from the back property line; and
 - iii. 8 feet from the side property line.
- d) No apartment unit building shall be built in said subdivision without the written approval of Rolling Hills. No dwelling or other building shall exceed three stories in height.
- e) Each dwelling, building, and garage built in said subdivision shall be built upon and permanently attached to a permanent foundation.
- f) No house or other building shall be erected, placed or altered on any lot until the building plans and plot plan showing the location of such house or building all in detail have been approved in writing by Rolling Hills or its designee.
- g) No commercial or business enterprise of any kind or nature whatsoever shall be located on or operate from any lot in this subdivision except for minor hobby home based businesses, which do not entail onsite customer service or contact.
- h) Other buildings may be erected on any lot if their erection is authorized by Rolling Hills or its designee.
- i) No fencing to front of residence shall be constructed. Back yard fencing shall not extend beyond the front construction of the house. No hedge or fence shall be constructed or permitted to remain upon said lots so as to obstruct the view of any property owner. No fence shall be constructed out of an unsightly material or material treated with creosote.
- j) Upon the initial purchase of any lot from Rolling Hills, construction must be commenced on a dwelling on said lot in accordance with these covenants, said construction to begin within one and a half (1½) years of the closing of said purchase agreement and said construction must be completed within fifteen (15) months of the commencement of construction. If either construction is not started (minimum: all dwelling foundations poured) or completed (including resident occupancy) within each of their allocated time periods, there will be a monthly penalty fee of

\$2,000, including any associated legal fees for collection, until construction is either started or completed, respectively. If an Owner sells its lot during the construction obligation time period, the original time periods and penalties are transferred to the new Owner (i.e., the construction time periods and penalties do not start over).

- k) The discretion afforded to Rolling Hills under Subsections (a), (b), (d), (f), and (h) herein or Section (7) shall be exercised based on a standard of whether such improvements conform to the harmony of external design and location in relation to surrounding structures and topography. Furthermore, the discretion afforded to Rolling Hills under this agreement shall be solely exercised by Rolling Hills so long as Rolling Hills is the owner of any real estate located within Exhibit A.

6. Use of Land:

- a) No noxious or offensive action shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any lot.
- b) No outside above-ground garbage or trash piles, burners or incinerators shall be erected, placed or permitted on any building lot.
- c) All lots shall be kept free of all types of trash and debris.
- d) No tent or house trailer, sleeper, shack or unsightly outbuilding shall be used as a dwelling at any time, nor shall any type structure of a temporary character be used as a residence, nor parked thereon. Owners may, on a temporary basis, park boats or RVs on their outside premises, but no longer than one week per two months without the permission of Rolling Hills.
- e) The owner of each lot shall keep the grass, shrubs, and vegetation cut at a reasonable length.
- f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that 2 dogs, cats or other household pets may be kept when restrained; provided that they are not kept, bred, or maintained for any commercial purposes.
- g) No sod, earth, sand, gravel or trees shall be removed to the injury of the value or the appearance of any lot, and no unused building material, junk or rubbish shall be left exposed on any lot, except during actual building construction.
- h) No worn out or discarded automobiles, trucks, machinery or parts thereof, or junk or refuse or waste material shall be stored on any lot and no portion of any lot shall be used for junk piles or storage of any kind of junk or waste material.
- i) Certain easements are established and reserved for installation and maintenance of utilities and roads, back access to lots and for drainage. Such easements are marked on the recorded plat of the subdivision. Such easements shall not be obstructed by any use of any lot in this subdivision.
- j) No steel buildings or metal roofs, mobile homes, temporary homes, manufactured homes, pre-fab homes, log homes, pole buildings, "berm" homes, dome-shaped homes, or modular homes shall be permitted. Reasonable and well made pre-constructed dwellings may be erected on any lot with the consent of Rolling Hills or its designee. All buildings must be constructed of new materials.

- k) No cars or vehicles shall be parked on the street for more than 24 hours on any given day.
 - l) No ski-mobiles, motorcycles, or other all terrain vehicles shall be used or operated on the premises, provided that licensed motorcycles and other vehicles shall be permitted on established roads only
7. All plans for construction of any dwelling shall first have been approved by Rolling Hills or its designee.
 8. This agreement shall be binding upon the original parties hereto, all future owner of subject real estate, and upon the heirs, executors, administrator, personal representatives and assigns and purchasers from and of each of said parties.
 9. This agreement represents the entire completely integrated agreement between the parties and supersedes all prior negotiations, representations, agreements, or covenants, either written or oral and whether or not filed in any office of public record.

IN WITNESS WHEREOF, the undersigned, being all the owners of said real estate have caused presents to be duly executed on the dates hereinafter acknowledged.

Rolling Hills Development, LLC

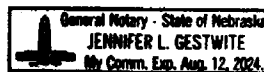
By: [Signature]
Jerry Adams, Manager

[Signature]
William Adams, Manager

STATE OF NEBRASKA)
 : ss.
COUNTY OF CUSTER)

NOW ON THIS 1st day of September, 2021, before me a Notary Public in and for said State, personally appeared *Jerry Adams*, to me known to be the identical person whose name is affixed to the above and foregoing Agreement for Restrictive and Protective Covenants and acknowledged the execution thereof to be his voluntary act and deed.

[Signature]
Notary Public



STATE OF NEBRASKA)
 : ss.
COUNTY OF CUSTER)

NOW ON THIS 1st day of September, 2021, before me a Notary Public in and for said State, personally appeared *William Adams*, to me known to be the identical person whose name is affixed to the above and foregoing Agreement for Restrictive and Protective Covenants and acknowledged the execution thereof to be his voluntary act and deed.

[Signature]
Notary Public

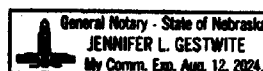


Exhibit A

Legal Description of Boundary of Eagle Crest Subdivision:
A tract of land in the Southeast Quarter of Section 28,
Township 17 North, Range 20 West of the 6th P.M.,
Custer County, Nebraska more particularly described as
follows:

Beginning at the Southeast Corner of Lot 8, Block 1,
Woodcrest Subdivision, City of Broken Bow, Custer County,
Nebraska; thence N 01°11'17" E (an assumed bearing) on
the east line of Woodcrest Subdivision, a distance of
440.55 feet; thence N 45°09'21" W on the east line of
Woodcrest Subdivision, a distance of 29.42 feet; thence N
29°05'32" E on the east line of Woodcrest Subdivision, a
distance of 140.48 feet; thence N 36°38'33" E on the
east line of Woodcrest Subdivision, a distance of 60.66
feet; thence N 42°47'17" W on the east line of Woodcrest
Subdivision, a distance of 17.00 feet; thence N 47°53'17"
E on the east line of Woodcrest Subdivision, a distance of
133.94 feet to the Northeast Corner of Woodcrest
Subdivision, said point being the point of curvature of a
non-tangent curve to the left, having a radius of 1185.00
feet, and a chord of 959.44 feet bearing S 66°15'52" E;
thence southeasterly on said curve, an arc distance of
987.79 feet; thence S 00°02'13" E, a distance of 347.75
feet to a point 40 feet north of the south line of said
Section 28; thence S 89°56'49" W on a line 40 feet north
of and parallel to the south line of said Section 28, a
distance of 1059.11 feet to the Point of Beginning; said
described tract contains 11.97 acres, more or less.

Exhibit B

Eagle Crest Subdivision

of part of the SE1/4 of Section 28, T-17-N, R-20-W
of the 6th P.M., Custer County, Nebraska

1" = 100' February 2021

State of Nebraska

County of Custer

Be it remembered that on this _____ day of _____, 2021, before me, a notary public in and for said county and state, came Wilbur R. Adams, Member, Rolling Hills Development LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My commission expires _____

Notary Public

DEDICATION

Know all men by these presents, that Rolling Hills Development, LLC, being the owner of the land described hereon, has caused same to be surveyed, plotted and designated as "Eagle Crest Subdivision", a subdivision in the City of Broken Bow, Custer County, Nebraska, as shown on the accompanying plat thereof and do hereby dedicate the road right-of-ways, as shown thereon, to the public for their use forever; and hereby dedicates the easements, as shown thereon, to the public for their use forever for the location, construction and maintenance for public service utilities, together with the rights of ingress and egress thereon, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easement; and that the foregoing subdivision as more particularly described in the description hereon as appears on the plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor. Said subdivision shall now be known as Eagle Crest Subdivision, City of Broken Bow, Custer County, Nebraska.

In witness whereof, I have affixed my signature hereto, a _____ day of _____, 2021, Nebraska, this _____ day of _____, 2021.

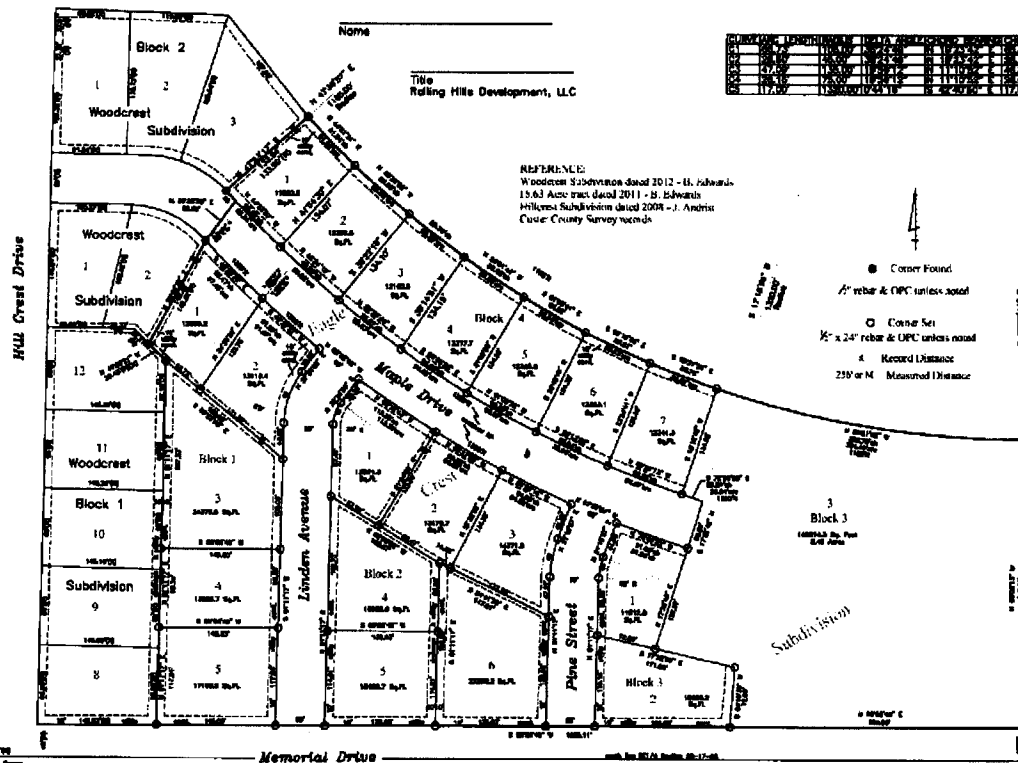
Signature _____

Name _____

Rolling Hills Development, LLC

Legal Description of Boundary of Eagle Crest Subdivision:
A tract of land in the Southeast Quarter of Section 28, Township 17 North, Range 20 West of the 6th P.M., Custer County, Nebraska more particularly described as follows:

Beginning at the Southeast Corner of Lot 6, Block 1, Woodcrest Subdivision, City of Broken Bow, Custer County, Nebraska; thence N 01°11'17" E (an assumed bearing) on the east line of Woodcrest Subdivision, a distance of 440.55 feet; thence N 45°09'21" W on the east line of Woodcrest Subdivision, a distance of 28.42 feet; thence N 28°03'32" E on the east line of Woodcrest Subdivision, a distance of 140.48 feet; thence N 35°38'33" E on the east line of Woodcrest Subdivision, a distance of 80.68 feet; thence N 42°47'17" W on the east line of Woodcrest Subdivision, a distance of 17.00 feet; thence N 47°53'17" E on the east line of Woodcrest Subdivision, a distance of 133.94 feet to the Northwest Corner of Woodcrest Subdivision, said point being the point of curvature of a non-tangent curve to the left, having a radius of 1185.00 feet, and a chord of 958.44 feet bearing S 68°16'52" E; thence southeasterly on said curve, an arc distance of 987.79 feet; thence S 00°02'13" E, a distance of 347.75 feet to a point 40 feet north of the south line of said Section 28; thence S 88°56'49" W on a line 40 feet north of and parallel to the south line of said Section 28, a distance of 1058.11 feet to the Point of Beginning; said described tract contains 11.97 acres, more or less.



APPROVAL OF THE BROKEN BOW, NEBRASKA, PLANNING COMMISSION

The undersigned Chairperson or Member of the Broken Bow, Nebraska, Planning Commission does hereby certify that Eagle Crest Subdivision, was submitted to the Broken Bow Planning Commission on the _____ day of _____, 2021, and was approved on that date by a majority vote of the members of said planning commission.

Chairperson _____

Secretary _____

APPROVAL OF THE BROKEN BOW, NEBRASKA, CITY COUNCIL

This final plat of Eagle Crest Subdivision was submitted to the Broken Bow City Council on the _____ day of _____, 2021, and was approved on that date by a majority vote of the members of said city council.

Mayor _____

City Council President _____

City Clerk _____

Surveyor's Certificate

I hereby certify that on _____, 2021, under my personal supervision, I completed an accurate survey of "Eagle Crest Subdivision", a subdivision in the City of Broken Bow, Custer County, Nebraska, as shown on the accompanying plat thereof; that iron markers were found or placed at all property corners; that the dimensions of the property are as shown on the plat; that said survey was made with reference to known and recorded monuments and that said plat is true and correct to the best of my knowledge and belief.

Bonita M. Edwards L.S. 484
Registered Land Surveyor

CUSTER COUNTY, NEBRASKA, REGISTER OF DEEDS

This is to certify that Eagle Crest Subdivision has been accepted and filed for record in the Office of the Custer County Register of Deeds this _____ day of _____, 2021 in Book _____ on page _____ (Slide No. _____)

Cassie Carroll
Custer County Register of Deeds

Edwards Land Surveying

210 West 5th Street

PO Box 507

North Platte, NE 68103

308-532-1819

Eagle Crest Subdivision

of part of the SE1/4 of Section 28, T-17-N, R-20-W
of the 6th P.M., Custer County, Nebraska

1" = 100'

February 2021

State of Nebraska
County of Custer

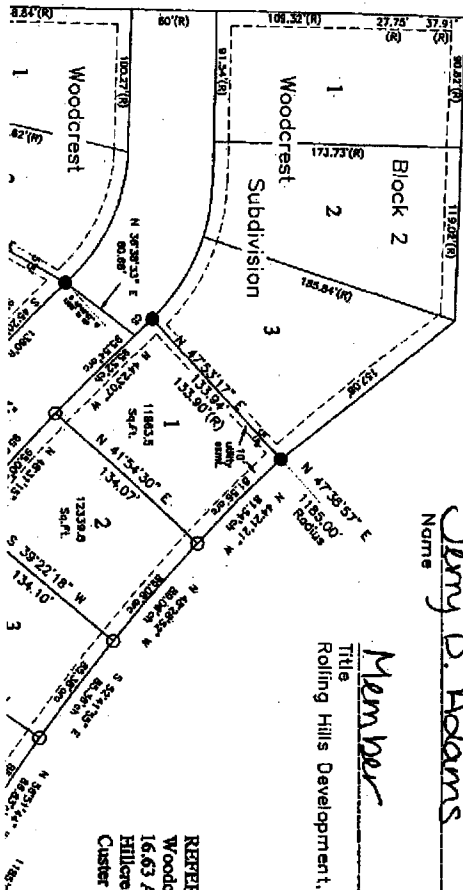
Be it remembered that on this 28 day of July, 2021, before me, a notary public in and for said county and state, came WILLIAM B. ADAMS, Member, Rolling Hills Development LLC, who personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same, in testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My commission expires Aug 12, 2024

Jennifer L. Gestwhite
Notary Public



Drive



DEDICATION

Know all men by these presents, that Rolling Hills Development, LLC, being the owner of the land described hereon, has caused same to be surveyed, plotted and designated as "Eagle Crest Subdivision", a subdivision in the City of Broken Bow, Custer County, Nebraska, as shown on the accompanying plat thereof and do hereby dedicate the road right-of-ways, as shown thereon, to the public for their use forever; and hereby dedicate the easements, as shown thereon, to the public for their use forever for the location, construction and maintenance for public service utilities, together with the rights of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easement; and that the foregoing subdivision as more particularly described in the description hereon as appears on the plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor. Said subdivision shall now be known as Eagle Crest Subdivision, City of Broken Bow, Custer County, Nebraska.

In witness whereof, I have affixed my signature hereto, a Broken Bow Nebraska, this 28 day of July, 2021.

Signature

Jerry D. Adams
Name

Member
Title
Rolling Hills Development, LLC

REFERENCE:
Woodcrest Subdivision dated 2012 - B, E
16.63 Acre tract dated 2011 - B, Edwards
Hillcrest Subdivision dated 2008 - J, And
Custer County Survey records

Exhibit B

Memorial Drive

IF THE BROKEN BOW, NEBRASKA, PLANNING COMMISSION
 ined Chairperson or Member of the Broken Bow,
 anning Commission does hereby certify that Eagle Crest
 was submitted to the Broken Bow Planning Commission
 day of July, 2021, and was approved on that date
 y vote of the members of said planning commission.

Carl B. ...
 Chairperson

Secretary

APPROVAL OF THE BROKEN BOW, NEBRASKA, CITY COUNCIL
 This final plat of Eagle Crest Subdivision was submitted to
 the Broken Bow City Council on the 12 day of July,
 2021, and was approved on that date by a majority vote
 of the members of said city council.

[Signature]
 Mayor

[Signature]
 City Council President

[Signature]
 City Clerk

Surveyor's Certificate

I hereby certify that on July 21, 2021,
 under my personal supervision, I completed an
 accurate survey of "Eagle Crest Subdivision", a
 subdivision in the City of Broken Bow, Custer County,
 Nebraska, as shown on the accompanying plat thereof;
 that iron markers were found or placed at all property
 corners; that the dimensions of the property are as
 shown on the plat; that said survey was made with
 reference to known and recorded monuments and that
 said plat is true and correct to the best of my
 knowledge and belief.

Bonita M. Edwards
 Bonita M. Edwards L.S. 484
 Registered Land Surveyor



CUSTER COUNTY, NEBRASKA, REGISTER OF DEEDS
 certify that Eagle Crest Subdivision has been accepted and filed for
 the Office of the Custer County Register of Deeds this 31st day of
 2021 in Book 219 on page 1304 (Slide No. 219)

[Signature]
 County Register of Deeds

Edwards Land Surveying

210 West 5th Street

PO Box 507

North Platte, NE 69103

308-532-1819