

AMENDED
PROTECTIVE COVENANTS
OF
BUCCANEER BAY

Buccaneer Bay is to be a unique area of natural endowments located along the Platte River in Cass County, Nebraska.

The developer, Buccaneer Bay, Inc., a Nebraska corporation (hereinafter called "the Developer"), is committed to creating a community within an area containing natural woodlands, meadows and lakes and to enhance, rather than diminish the native splendor of the area. The purpose of these Covenants is to require each owner to join in this commitment to some degree; to protect and preserve the environment; to further the common use and excellence of the community; and to provide each resident with the opportunity to renew the ancient, but sometimes forgotten, bond with nature.

In the foregoing spirit, the developer seeks to establish an entire community known as Buccaneer Bay, which is to be preserved and protected by the enactment of these Covenants.

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, made this day of April, 1977, by Buccaneer Bay, Inc., hereinafter referred to as "Declarant";

WHEREAS: Declarant is the owner of more than 90% of certain property in Cass County, State of Nebraska, known and designated as Buccaneer Bay, a subdivision of Cass County, Nebraska, more particularly described as:

Blocks One (1) through Twenty-Six (26), inclusive, all in the Buccaneer Bay Subdivision as surveyed, platted and recorded in the office of the Register of Deeds of Cass County, Nebraska at Plat Book 9, Page 7.

WHEREAS: Declarant desire to establish a general plan for the development of its property and to secure the enforcement of uniform restrictions and covenants upon the usage and development of the property within the subdivision;

NOW, THEREFORE, Declarant does hereby amend in accordance with, by revoking and declaring null and void, the Protective

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PAGE 898 REGISTER OF DEEDS, CASS CO., NEBR. Doc # 19
COMPARED Betty Phelps

Violate these covenants to secure an injunction against or recover law or in equity against all persons violating or attempting to situated within Buccaneer Bay to prosecute under proceedings at it shall be lawful for any person or persons owning real properties a violation or threatened or attempted violation of any covenant, Section 2. Owner's Legal Remedies. If there shall be any other covenant, term or condition herein contained.

Section 1. Severability of Covenants. These Covenants

Property Rights

ARTICLE II.

Declarant for the purpose of development. assigns should acquire more than one undeveloped lot from the Bay, Inc., its successors and assigns, if such successors or Section 3. "Declarant" shall mean and refer to Buccaneer

properties with the exception of the common area. land shown upon any recorded subdivision map or plat of the Section 2. "Lot" shall mean and refer to any plot of as security for the performance of an obligation.

contract buyers, but excluding those having such interest merely title to any lot which is part of the properties, including owner, whether one or more persons or entities, of a fee simple Section 1. "Owner" shall mean and refer to the record

Definitions

ARTICLE I.

altered in accordance with the terms and conditions contained herein. of twenty-five (25) years each unless sooner terminated or time these covenants shall be extended for successive terms all property of the subdivision until the year 2000 at which which shall run with the land and be binding upon the owners of hereinafter set forth collectively referred to as "covenants", and owned subject to these covenants, easements and restrictions, in Buccaneer Bay, shall be held, transferred, sold, conveyed, place and stand that lots in Blocks One (1) through Twenty (20), Cass County, Nebraska on July 29, 1975 and declaring in its Book 17 at Page 484 in the office of the Register of Deeds of Covenants dated July 24, 1975 and recorded in Miscellaneous

damages from such persons or person violating these Covenants. Nothing herein, however, shall require the Declarant to undertake to enforce these Covenants.

Section 3. Restrictions. Every owner shall have full rights of ownership and enjoyment to his individual lot, subject to the following restrictions:

(a) No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view.

(b) No trailer, basement, tent, shack, garage, barn or other building erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence until all exterior construction is fully completed according to approved plans.

(c) No house trailer (single wide or double wide) or mobile home shall be allowed to be used as a residence for permanent or temporary use except that this paragraph shall not be construed so as to prohibit new factory-built modular housing having a minimum of twelve-inch eaves, and exterior of wood, stone or brick and placed on a permanent concrete block or poured concrete foundation.

(d) No cattle, horses, sheep or poultry, hogs or any other livestock shall be kept or maintained on any lot in Buccaneer Bay. This paragraph shall not be construed, however, as a prohibition with the keeping of ordinary domestic pets.

(e) All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining lots.

11. Said lots shall be used only for residential purposes except such lots, or portions thereof, as may hereinafter be conveyed or dedicated for public, church, educational or charitable uses.

1. As an aid to freer movement of vehicles at street intersections and in order to provide adequate protection for the safety of children, pedestrians, operators of vehicles and/or property, all fences, walls, gateways, ornamental structures, hedges, shrubbery and other fixtures shall be so constructed, built and maintained so as to provide clear, unobstructed vision at corners of street intersections.

of Cass County, Nebraska:
Buccaneer Bay as recorded in the office of the Register of Deeds

described as lots in the legally recorded subdivision map of areas designated as single-family lots, the same being legally

(1) The following covenants shall only apply to those plans.

(h) Unless diseased, no trees shall be destroyed or removed from any lots except to the extent necessary for the construction of residential structures according to approved

plans.

plantings other than grass or other suitable ground cover shall be maintained.

said addition. Within the easement areas, no structures or use and benefit of all present and future owners of lots in Buccaneer Bay; said license and easement being granted for the adjoining the rear and side boundary lines of said lots in

the addition over, under and upon a five (5) foot strip of land other instrumentalities for the delivery of utilities throughout operate, maintain, repair and renew utility lines, poles and

its successors and assigns, and Cass County, Nebraska, to erect, Sanitary and Improvement District No. 5 of Cass County, Nebraska, Omaha Public Power District, their successors and assigns,

favor of and granted to the Northwestern Bell Telephone Company, plat, a perpetual license and easement is hereby reserved in (g) In addition to the easements shown on the final

be constructed or maintained on any lots.

(f) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may

- iii. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than dwellings not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings incidental to such residential uses.
- iv. Each dwelling shall contain at least one attached, detached or basement double car garage and driveway constructed of concrete, brick or asphaltic material which is a minimum of ten feet wide with sufficient area to provide off-street parking for at least two automobiles.
- v. Prior to construction, plans and specifications, including a site plan and building elevations, shall be submitted, in duplicate, to the Developer for approval. Such approval shall be within the sole discretion of the Developer and shall relate to the quality of the materials used; the harmony of the design and site plan with the development and environment; and the location of the buildings with respect to the topography of the lot. Alteration of the exterior of any building (other than ordinary maintenance) shall likewise require the approval of the Developer.
- vi. No signs whatsoever, including but without limitation to commercial signs, political signs and similar signs visible from streets and neighboring property or roads shall be erected or maintained upon any lot except: Such signs shall be required by legal proceedings; residential identification signs of a combined total face area of 2 square feet or less for each residence; during the time of construction of any residence or other improvements; job identification signs having a maximum face area of 2 square feet per sign and of a type usually employed by contractors, subcontractors, and tradesmen; and not more than one "For Sale" or "For Rent" sign having a maximum face area of 2 square feet.

(j) Dwellings constructed on single-family lots shall conform to the following minimum dwelling sizes (which is defined as the enclosed living area of main residential structures exclusive of porches, open breezeways, unfinished basements and garages):

- i. In the area designated as Area A on Exhibit "A" attached hereto, 900 square feet.
- ii. In the area designated as Area B on Exhibit "A" attached hereto, 1,000 square feet.
- iii. In the area designated as Area C on Exhibit "A" attached hereto, 1,100 square feet.

WITNESSES:

BY: *[Signature]*
Sterling W. Fioft, President

BUCCAMBER BAY, INC., Declarant,

1977.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this _____ day of _____

This Declaration may be amended until the year 2000 by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Amendments

ARTICLE IV.

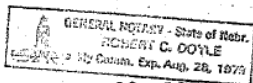
additional thirty (30) days.
or disapproval only once, and for a period not to exceed an provided however, said developer is allowed to suspend approval Article will be deemed to have been fully complied with, been submitted to it, approval will not be required and this thirty (30) days after said plans and specifications have approval or disapproval of such design and location within said developer fails to approve, disapprove, or suspend structures and topography by the developer. In the event of external design and location in relation to surrounding have been submitted to and approved in writing as to harmony, kind, shape, height, materials, and location of the same shall made until the plans and specifications showing the nature, any exterior addition to, or change or alteration therein be commenced, erected or maintained upon the properties, nor shall No building, fence, wall or other structure shall be

Architectural Control

ARTICLE III.

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Now on this 1 day of April, 1977, before me
a Notary Public in and for said county and state, personally
came S. R. FLOTT, President, and _____
of Buccaneer Bay, Inc., and they executed the foregoing
instrument and acknowledged same to be their voluntary act
and deed, and the voluntary act and deed of the said corporation.



Aug. 28, 1979

Robert C. Doyle
Notary Public
Robert C. Doyle