

MISC 31-513

#200

PROTECTIVE COVENANTS  
CDS INVESTMENT COMPANY REPLAT  
OF BUCCANEER BAY

LOT 21, BLOCK 22; ALL OF BLOCK 23; ALL OF BLOCK 24;  
LOTS 1 THROUGH 5 and LOTS 95 THROUGH 108 , BLOCK 26

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

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 Declarant seeks to establish an area within Buccaneer Bay which is to be preserved and protected by the enactment of these Covenants.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, made this 31st day of August, 1983, by CDS INVESTMENTS, INC. and by BUCCANEER BAY, INC., hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of the following described real property, to-wit:

Lot 21, Block 22; all of Block 23; all of Block 24; Lots 1 through 5 and Lots 95 through 108 , Block 26, all in Buccaneer Bay Subdivision, as surveyed, platted and recorded in the office of the Register of Deeds of Cass County, Nebraska, at Replat Book , Page

WHEREAS, Declarant desires 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 above described real property.

NOW, THEREFORE, Declarant does hereby establish that Lot 21, Block 22; all of Block 23; all of Block 24; Lots 1 through 5 and Lots 95 through 108, Block 26, in Buccaneer Bay Subdivision, Cass County, Nebraska, shall be held, transferred, sold, conveyed and owned, subject to these covenants, easements and restrictions hereinafter set forth, collectively referred to as "covenants," which shall run with the land and be binding upon the owners of all property described hereinabove until the year 2000, at which time these covenants

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FILED FOR RECORD 6.14.85 AT 2:38 P. M. IN BOOK 91 OF Misc  
PAGE 513 REGISTER OF DEEDS CASS CO. NEBR

shall be extended for successive terms of twenty-five (25) years each, unless sooner terminated or altered in accordance with the terms and conditions contained herein.

## ARTICLE I

### Definitions

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

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

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

## ARTICLE II

### Property Rights

Section 1. Severability of Covenants. These Covenants are severable and the invalidation of one shall not invalidate any other covenant, term or condition herein contained.

Section 2. Owner's Legal Remedies. If there shall be a violation or threatened or attempted violation of any covenant, it shall be lawful for any person or persons owning real properties situated within Lot 21, Block 22; all of Block 23; all of Block 24; Lots 1 through 5 and Lots 95 through 108, Block 26, in Buccaneer Bay Subdivision, Cass County, Nebraska, to prosecute under proceedings at law or in equity against all persons violating or attempting to violate these covenants, to secure an injunction against or recover damages from such person or persons violating these covenants. Nothing herein, however, shall require the Declarant to undertake the enforcement of these covenants.

perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, Omaha Public Power District, their successors and assigns, Sanitary and Improvement District No. 5 of Cass County, Nebraska, its successors and

assigns, and Cass County, Nebraska, to erect, operate, maintain, repair and renew utility lines, poles and other instrumentalities for the delivery of utilities throughout the addition, over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of the above described lots in Buccaneer Bay; said license and easement being granted for the use and benefit of all present and future owners of lots in said addition. Within the easement areas, no structures or plantings other than grass or other suitable ground cover shall be maintained.

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.

i. The following covenants shall apply to the said lots, the same being legally described as lots in the legally recorded subdivision map of Buccaneer Bay as recorded in the office of the Register of Deeds of Cass County, Nebraska:

- i. 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, hedge, shrubbery and other fixtures shall be so constructed, built and maintained so as to provide clear, unobstructed vision at corners of street intersections.
- ii. Said lots shall be used only for residential or recreational purposes.
- 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 Declarant for approval. Such approval shall be within the sole discretion of the Declarant 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 Declarant.
- 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 two 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 two 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 two square feet.

j. Dwellings constructed on said lots shall conform to an eight hundred fifty (850) square feet minimum dwelling size (which is defined as the enclosed living area of main residential structures exclusive of porches, open breezeways, unfinished basements and garages).

## ARTICLE III

Architectural Control

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

## ARTICLE IV

Amendments

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.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 31st day of August, 1983.

CDS INVESTMENTS, INC., Declarant

BY: [Signature]

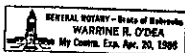
BUCCANEER BAY, INC., Declarant

BY: [Signature]

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

Now, on this 31st day of August, 1983, before me, a Notary Public in and for said county and state, personally came Bruce G. Nieto, President of CDS Investments, Inc., and Sterling R. Fiott, Sr., President of Buccaneer Bay, Inc., who executed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of their respective corporations.

Warine R. O'Dea  
Notary Public



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