

or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, in addition to its authority allowed by law, SID 5 of Cass County, Nebraska shall have the right to enforce by proceeding at law or in equity any provisions of this Declaration relating to the streets or any other SID facilities.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.


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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of September, 2008.

DECLARANT:

BAY HILLS LIMITED PARTNERSHIP,
A Nebraska limited partnership

BY: DODGE LAND CO., a Nebraska corporation,
the sole General Partner

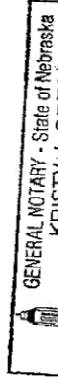
BY:  _____
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of September, 2008, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, which corporation is the sole general partner of Bay Hills Limited Partnership, a Nebraska limited partnership, and who acknowledged the execution to be the voluntary act and deed of such corporation, and the voluntary act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.


Notary Public



Betty Philpot

COMPARED

13.75

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the QAWANA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land 5' wide lying adjacent and parallel to the side lot lines of:

- Lots 1 through 13 inclusive, Block 1;
- Lots 1 through 14 inclusive, Block 2;
- Lots 1 through 26 inclusive, Block 3;
- Lots 1 through 21 inclusive, Block 4;
- Lots 1 through 41 inclusive, Block 5;
- Lots 1 through 32 inclusive, Block 6;
- Lots 1 through 36 inclusive, Block 7;
- Lots 1 through 43 inclusive, Block 8;
- Lots 1 through 11 inclusive, Block 9;
- Lots 1 through 48 inclusive, Block 11;

*Lincoln Telephone & Telegraph Company

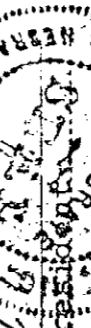
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CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinafter granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 22 day of JULY 19 75.

Buccaneer Bay, Inc.



By: *[Signature]* President

STATE OF NEBRASKA
COUNTY OF Douglas

On this 22 day of July before me the undersigned, a Notary Public in and for the State, personally appeared

Sterling R. Flott, President of
Buccaneer Bay, Inc.

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

DIANA L. ORR
Notary Public in and for the State of Nebraska
My Commission Expires

[Signature]

Witness my hand and Notarial Seal at _____ in _____ said County the day and year last above written.

OF BLOCKS 1 THROUGH 20,
ALL IN BUCCANEER BAY

THESE AMENDED COVENANTS are made on the date hereinafter set forth by the Owners (and spouses where applicable) of more than seventy-five (75%) of certain property in Cass County, State of Nebraska, known and designated as Blocks One (1) through Twenty (20), inclusive, all in the Buccaneer Bay Subdivision as surveyed, platted and recorded in Cass County, Nebraska.

WHEREAS: The undersigned desire to establish a general plan for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof, to provide for the continued development of the subdivision, and to secure the enforcement of uniform restrictions and covenants upon the usage and development of the Properties as defined herein.

NOW, THEREFORE, The undersigned owners do hereby amend, by revoking and declaring null and void, the Protective Covenants dated 1 April 1977 and recorded in Miscellaneous Book 19 at Page 298 in the office of the Register of Deeds of Cass County, Nebraska on 4 April 1977, and adopting in its place and stead the following:

AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

These covenants shall run with the land and be binding upon the current and future Owners of all Lots in Blocks One (1) through Six (6), inclusive; all Lots in Blocks Fifteen (15) through Twenty (20), inclusive; Lots one (1) through Five (5) in Block Seven (7), and; Lot Ten (10) in Block Fourteen (14), all in Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska, until the year 2029, together with any Lots created by a replat of these Lots, and shall be continued for successive periods of twenty-five (25) years unless sooner modified or terminated in writing by seventy-five percent (75%) or more of the then record owners of the Properties, with one vote per Lot.

EXCEPTIONS: Excepted from these amended covenants are any dwelling, accessory building, fence or any other structure which is legally and permanently affixed to said Lots or which was approved for installation per Article II prior to November 1, 2004 or in place prior to January 31, 2005. All non-permanent or subsequent additions, changes or alterations to the Lot or the structures thereon are subject to these amended covenants.

ARTICLE I
DEFINITIONS

Section A. "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 a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section B. "Properties" shall mean and refer to all of the specific Lots in Blocks One (1) through Six (6), inclusive; all Lots in Blocks Fifteen (15) through Twenty (20), inclusive; Lots one (1) through Five (5) in Block Seven (7), and; Lot Ten (10) in Block Fourteen (14), all in Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

Section C. "Lot" shall mean and refer to each of the Lots within the aforementioned Properties.

Section D. "Declarant" shall mean and refer to Bay Hills Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

Section E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II
ARCHITECTURAL CONTROL