

#4761

FILED
CASS COUNTY, NE.

2008 SEP -3 PM 2:12

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David John
REGISTER OF DEEDS
#4761 \$53.50

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BLOCK 31 in BUCCANEER BAY

COMPARED

THIS DECLARATION, made on the date hereinafter set forth by BAY HILLS LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 1 through 14, inclusive, and 22 through 57, inclusive, all in Block 31, Buccaneer Bay - Replat II, a subdivision as surveyed, platted and recorded in Cass County, Nebraska

and

Lots 15R through 21R, inclusive, in Block 31, Buccaneer Bay Administrative Replat III, a subdivision as surveyed, platted and recorded in Cass County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

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 sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all of Lots 1 through 14, inclusive, and 22 through 57, inclusive, all in Block 31, Buccaneer Bay - Replat II, a subdivision as surveyed, platted and recorded in Cass County, Nebraska, and Lots 15R through 21R, inclusive, in Block 31, Buccaneer Bay Administrative Replat III, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

C. "Lot" shall mean and refer to each of Lots 1 through 14, inclusive, and 22 through 57, inclusive, all in Block 31, Buccaneer Bay - Replat II, a subdivision as surveyed, platted and recorded in Cass County, Nebraska and Lots 15R through 21R, inclusive, in Block 31, Buccaneer Bay Administrative Replat III, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

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

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

F. "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, accessory buildings or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues, or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval shall be made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) calendar days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. All Lots shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit and one (1) approved detached garage or accessory building.

2. No dwelling unit shall be created, altered, placed or permitted to remain on any Lot unless said dwelling unit shall conform to the following requirements.

a. Each one story dwelling unit shall contain no less than 1,400 square feet of Living Area above the basement level and exclusive of garage area.

b. Each one and one-half or two story dwelling unit shall contain no less than 1,700 square feet of total Living Area above the basement level with a minimum of 900 square feet on the main floor, exclusive of garage area.

c. Other dwelling unit styles not described in a. and b. above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to built on the Properties in the opinion of the Architectural Control Committee in its sole and absolute discretion.

d. All buildings and improvements on all Lots shall comply with the set back requirements of the Zoning Code of Cass County for Buccaneer Bay as the same may be amended from time to time, however, no building shall be built nearer than twenty (20) feet to the side lot line or nearer than twenty (20) feet to the rear lot line.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on one or more sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the rear or sides of a dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

4. No fences may be built closer to any adjoining street than the property line. On lots adjacent to the Golf Course no fence may be built closer to the lot line which adjoins the golf course than the building setback line of that lot line. Fences shall be subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

5. In the event that a fireplace, including a direct-vent fireplace, is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace, including a direct-vent fireplace, and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No full or partial subterranean dwellings shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. However, this prohibition shall not apply to panelized construction if approved by the Architectural Control Committee.

7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. The Declarant has created a water drainage plan by grading the Properties to slope from the center of the street, downward and across or toward the rear of each lot, in accordance with accepted engineering principles. It is imperative that the outer twenty (20) feet of each side and rear yard areas, and the front seven (7) feet of each lot remain unchanged with the exception of approved driveway construction and approved fences. No building shall be placed, nor shall any Lot be graded, to interfere with such water drainage plan nor cause damage to neighboring buildings or lots nor to cause ponding of water on the lot or on adjacent property.

9. All driveways shall be constructed of portland cement concrete or asphaltic material, and shall be constructed to slope downward, at a minimum 1% grade from the edge of the paved portion of the street to a point seven (7) feet inside the property line. The minimum 1% grade shall be maintained throughout the yard from lot line to lot line to assure that no water will pond within forty (40) feet of the center line of the street.

10. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

11. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling or approved accessory building unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or approved accessory building except while in actual use. No non-retractable clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear or side yard of the dwelling, but in no case closer than fifteen (15) feet to the neighboring property line.

12. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage or approved accessory building. For purposes of the preceding provision, "stored or maintained outside of the garage or approved accessory building" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage or approved accessory building for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage or approved accessory building. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

13. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth, concrete, or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on Lots where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches except for approved native grass areas and as otherwise provided herein.

14. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

15. No noxious or offensive activity 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, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

16. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

17. All areas, of each improved lot, shall be maintained with structures, surfacing, lawns, vegetation, gardens, landscaping, or natural treed areas, all of which shall require prior written approval by the Architectural Control Committee. Small vegetable gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind a line parallel with the rear of the dwelling and within the side setback lines on said Lot.

18. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

19. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Buccaneer Bay or signs approved by the Architectural Control Committee in writing.

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20. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

ARTICLE IV
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, 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

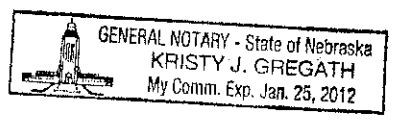
BY: *W. L. Morrison, Jr.*
W. L. Morrison, Jr., President

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.

Kristy J. Gregath
Notary Public



Buccaneer Bay, Inc.

Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",

Buccaneer Bay Addition, an addition located in part of the South Half (S½) of Section 28, Part of Section 32, Part of Section 33 and the part of the West Half (W½) of the West Half (W½) Section 34 all in Township 13 North, Range 13, East, also the North Five Hundred Seventy-seven and Five Tenths feet (577.5') of the Northwest Quarter (NW¼) of Section 4 and part of the Northeast Quarter (NE¼) of Section 5, and part of the East Half (E½) of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 5 all in Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska. (Blocks 1 through 26 inclusive)

Doc # 227
FILED FOR RECORD 8-29-75 AT 10:17 A.M. IN BOOK 17 OF Misc
PAGE 545 REGISTER OF DEEDS, CASS CO., NEBR.

Betty Philpot

\$ 13.75

COMPARED

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 OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the a corporation, its 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 9 inclusive, Block 10;
- Lots 1 through 48 inclusive, Block 11;

*Lincoln Telephone & Telegraph Company

(continued on back)

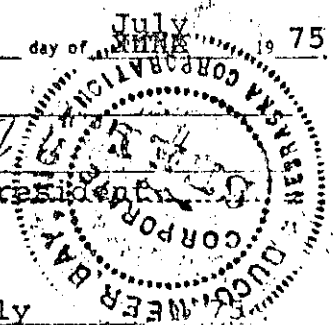
CONDITIONS:

- (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 hereinbefore 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 its/their 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: *Sterling R. Flott* President



STATE OF
COUNTY OF
On this _____ day, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

STATE OF NEBRASKA
COUNTY OF Douglas
On this 22 day of July 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

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

Personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

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.

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



DIANA L. ORR
General Notary State of Nebr.
My Commission Expires
May 24, 1979

Diana L. Orr
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____ 19____

Section _____ Township _____ North, Range _____ East Saleman Cone Engineer Ferry Est. #81000, w.o. #6200
Section 28, 32, 33, 34, T13N, R13E
Section 4, 5, T12N, R13E

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FILED
CASS COUNTY, NE.

COMPLETED

2005 JUN 22 AM 9:06

Pat 62 Miss 6894
PATRICIA WEISINGER
REGISTER OF DEEDS

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**AMENDED
PROTECTIVE COVENANTS
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**

Section A. No dwelling, fence, wall or other structure shall be commenced, erected, placed 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, color, height, materials, and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to harmony of design with the surroundings and the effect of the structure on the topography and on the outlook from the adjacent or neighboring properties. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All

drawings shall be to scale and shall be accompanied by a plot plan showing the Lot dimensions and the respective location of the construction on the Lot. The applicant shall include samples of externally applied colors with the submission. The Architectural Control Committee may, at their discretion, require the applicant to submit samples of other materials that are to be included in the construction. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs:

1. Site plan, drawn to scale, indicating the specific improvement including the Lot number, street address, and grading to include tree removal and surface drainage.

2. Completed construction plans, drawn to scale, including but not limited to, basement and upper floor plans, floor area of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other face and/or veneer materials.

Section B. The Architectural Control Committee shall provide written approval or disapproval of any plans that are submitted as required in these covenants. Should the Architectural Control Committee fail to give either written approval or disapproval of the submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the address of the applicant as shown on the submitted plans, the requirements for approval by the Architectural Control Committee shall be waived

ARTICLE III PROPERTY RIGHTS

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

Section B. 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 property situated within these Properties to prosecute under proceeding at law or in equity against any or 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 to enforce these Covenants.

Section C. Restrictions. Every Owner shall have full rights of ownership and enjoyment to their individual Lot, subject to the restrictions stated herein.

1. CONSTRUCTION

a. CONSTRUCTION PLANS: Construction plans shall be submitted to the Architectural Control Committee for approval as required in Article II, herein.

b. EASEMENTS: In addition to the easements shown on the final plat, a perpetual license and easement is hereby reserved in favor of and granted to Sanitary Improvement District 5 of Cass County, Nebraska, its successors and assigns, to erect, operate, maintain, repair, and renew utility lines, poles, and other instrumentalities for the delivery of utilities to the Properties over, under and upon a five (5) foot strip of land adjoining the front, side and rear boundary lines of said Lots; said license and easement being granted for the use and benefit of all present and future Owners of Lots in the Properties. Within the easement areas, no permanent structure or planting other than driveway, fencing, retaining walls, grass or other suitable ground cover shall be maintained.

c. SETBACKS: Setback requirements apply to all portions of the residential dwelling and any accessory structures with exceptions only as noted in Article III, Section C.1.i.. The minimum setback requirements are as follows:

- (1). Twenty-five (25) feet from the front and rear Lot lines,
- (2). Five (5) feet from the interior side yard Lot lines, and
- (3) fifteen (15) feet from the street side yard Lot lines.

d. CONSTRUCTION TIME LIMIT: Exterior dwelling construction shall be completed within one (1) year of the date of the footing inspection. No residential dwelling shall be occupied as a dwelling until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

e. LOT USAGE: Said Lots shall be used for residential purposes only, except such Lots, or portions thereof, as may hereinafter be conveyed or dedicated for public, church, educational or charitable uses. No Lot shall contain more than one (1) dwelling unit and one (1) approved accessory building.

f. DWELLING UNITS: All permanent dwelling units shall not exceed two (2) stories in height and shall have a minimum of twelve-inch eaves, and an exterior of siding - the type of siding is subject to approval by the Architectural Control Committee - or wood, stone or brick, and be placed on a permanent concrete block or poured concrete foundation. Prefabricated or factory-built homes or residential dwelling units built elsewhere shall not be moved onto or assembled on any Lot, provided, however, this restriction shall not prohibit the use of preassembled components such as trusses or wall sections. All homes shall be of new construction and meet Uniform Building Code (UBC), Uniform Mechanical Code (UMC), and National Electrical Code (NEC) requirements. Permanent dwelling units shall be comparable in structure and compatible in exterior color with other houses in the immediate area and require

the written approval of the Architectural Control Committee, whose opinion is the sole and absolute discretionary authority for approval or disapproval.

g. OCCUPANCY: No trailer, camper, basement, tent, shack, garage, barn or other building erected on said Lots 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

h. TOILETS: Except for approved chemical temporary toilets to be used only during construction, no outside toilets shall be constructed or maintained on any Lots.

i. ACCESSORY STRUCTURES: Accessory structures are subject to written pre-approval by the Architectural Control Committee and shall comply with the setback requirements for the residential dwelling, with specific additional restrictions and exceptions as follows:

(1) Accessory buildings shall be permitted only in the rear yard of the Lot behind the dwelling on said Lot, and shall be of the same exterior color and comply with the same setback restrictions as the dwelling.

(2) Flagpoles shall be located no closer to a public right-of-way than one-half ($\frac{1}{2}$) the distance between the right-of-way and the dwelling.

(3) Canopies or awnings installed on the facade of a dwelling shall not be considered as extending into the setback area providing the canopy or awning is retractable, or the canopy or awning can readily be disassembled without visible damage to the building facade or canopy itself.

(4) If installed so as to be visible from outside the dwelling, television antennas, pole antennas or other private communication antennas or towers shall be located in the rear yard of the dwelling and shall not exceed the maximum height limitation of six (6) feet as measured from the base of the structure.

(5) Dish antennas shall not exceed a diameter of two (2) feet and shall be placed on any area of the Lot, dwelling or accessory building excepting that portion which is forward of the front wall of the dwelling.

j. GARAGE AND DRIVEWAY: Each dwelling shall have

(1) an attached, enclosed, side-by-side two (2) car garage having a minimum of 400 square feet and located on approximately the same level as the main level of the dwelling and

(2) a driveway constructed of concrete or asphalt materials which is a minimum of ten feet wide with sufficient area to provide off-street parking for at least two automobiles within the area of the Lot.

Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

k. DWELLING SIZE: Dwellings constructed on residential Lots after the recording date of this Covenant are subject to the following minimum dwelling size (which is defined as the enclosed, inhabitable living area of main residential structures exclusive of porches, open breezeways, basements and garages) restrictions:

(1). One-story homes (this includes ranch-type, split-entry and split-level homes) - 1200 square feet

(2). One and one-half story homes - 1500 square feet

(3). Two-story and tri-level homes - 1700 square feet.

For the purpose of these restrictions, square footage shall be determined by a measurement of wall-to-wall exterior measurements of all living area above basement level. The basement shall not be considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

l. WATER DRAINAGE: No building shall be built, erected or placed nor any Lot graded so as to interfere with water drainage which would cause damage to neighboring buildings or Lots.

m. TREE REMOVAL: No tree of size greater than three inches in diameter at the base shall be removed from any Lot or destroyed unless approved by the Architectural Control Committee.

n. LAWN INSTALLATION: Lawn areas shall be installed within six (6) months of occupancy of the permanent dwelling. A lawn shall be considered installed when sod is laid or when permanent vegetation is established. The Owner shall be responsible for maintaining soil erosion protection prior to such installation, and shall be responsible for maintaining the approved grade before and after installation.

o. SUBDIVISION OF LOT: None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without the written pre-approval of the Architectural Control Committee.

2. MAINTENANCE:

a. ANNOYANCES AND OFFENSIVE EMISSIONS: 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, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

b. LITTER: All Lots shall be kept free of rubbish, refuse, waste material, appliances, garbage, offal, paper, glass, cans, bottles, trash, debris, merchandise and building material; however, building materials may be placed on Lots during the construction period of the main residential structure intended for such Lot.

c. FIREWOOD: Firewood shall not be stored in the front yard of any dwelling nor on any vacant Lot.

d. TRASH CONTAINERS: Except during construction or on pick-up days, garbage/trash cans or containers shall be completely screened from view or placed upon an area of the rear yard of the occupant's property so as to not create an unsightly nuisance to the public. No person shall place refuse receptacles on the public right-of-way or other designated collection site earlier than twenty-four (24) hours prior to the scheduled collection day.

e. ANIMALS: No cattle, horses, sheep, fowl or poultry, hogs or any other livestock shall be kept or maintained on any Lot in the Properties nor shall any stable or other shelter for these type animals be erected, placed, altered or permitted to remain on any Lot in the Properties. This paragraph shall not be construed however, as a prohibition with the keeping of ordinary domestic, naturally tame pets, provided that they are kept confined to the Lot(s) of the Owner and are not permitted to run loose outside of the Lot(s) of the Owner. No Owner shall possess, keep or harbor more than three (3) dogs of the age of six (6) months or over. No animals shall be kept, bred or maintained on any Lot for any commercial purpose.

f. LIGHTING: All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Lots.

g. STREET CORNERS: 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.

h. FENCES: No fence shall be built forward of the rear wall of the dwelling except in the instance where the dwelling has more than one rear wall in which instance, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. The Architectural Control Committee shall also have the discretion to approve the installation of a fence farther forward than the rear wall of the dwelling if necessary to align the fence with a neighboring property's fence which has already been installed and approved. Fences shall only be composed of wood, decorative iron, brick, stone or vinyl. No fences or walls shall exceed a height of four (4) feet excepting in those instances when a swimming pool is installed, in which case a fence or wall shall be permitted only to the height necessary to comply with the homeowner's insurance requirements. Temporary or permanent chain link, wire type, barbed wire, electrical and/or snow fences are strictly prohibited. The requirements of this subpart shall not apply to decorative fencing (e.g., split rail) of no more than twenty feet (20') in length and four feet (4') in height when erected as part of an approved landscaping plan.

i. RECREATIONAL VEHICLE STORAGE: No boat, camper, van type camper, auto drawn trailer of any kind, mobile home, motorcycle, snowmobile or similar chattel shall be kept, parked or stored outside of the garage for more than a total of twenty (20) days within a calendar year. When thusly stored, the personal property shall be on a paved hard surface driveway or paved pad adjacent to the driveway.

j. CONSTRUCTION VEHICLES: No grading or excavating equipment, tractors or semi-tractors or semi-trailers shall be kept, parked or stored in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors or commercial vehicles which are necessary during a period of construction.

k. LAWN EQUIPMENT: No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use.

l. VEHICLE PARKING: Private passenger vehicles shall be in operating condition and shall only be kept, parked or stored inside the garage or on a paved hard surface driveway or paved pad adjacent to the driveway.

m. NO PARKING: The dedicated street right-of-way located between the curbing and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer nor for the storage of any other personal property.

n. VEHICLE REPAIR: All repair or maintenance work on automobiles, boats, camping trailers, van type campers, auto drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self propelled vehicles that exceeds a continuous period of forty-eight (48) hours shall be done in the garage. Commercial repair or maintenance of vehicles shall not be permitted on any Lot.

o. SIGNS: No signs whatsoever, including but without limitation to commercial signs, political signs, and similar signs visible from the street and neighboring property or roads shall be erected or maintained upon any Lot except:

- (1) such signs that shall be required by legal proceedings,
- (2) job identification signs having a maximum face area of six (6) square feet per sign and of a type usually temporarily installed during the time of construction by contractors, subcontractors, and tradesmen, and
- (3) not more than one "For Sale" or "For Rent" sign having a maximum face area of six (6) square feet.

p. VACANT LOTS: Vacant Lots are not permitted any gardens, fences or structures of any type nor shall they be used for the dumping or disposal of earth or waste materials. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time. Natural vegetation shall be maintained by the Owner to a height of less than three (3) feet. Weeds identified as noxious by the Cass County Weed Control Authority shall be removed.

q. GARDENS: On developed Lots, small vegetable gardens shall be permitted in the rear yard of the Lot, behind the dwelling on said Lot.

ARTICLE IV
AMENDMENTS

This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners of the Lots located within the Properties. Any amendment shall be recorded.

ARTICLE V
GENERAL PROVISIONS

All paragraph identifications are not exclusionary; i.e., they are for ease of reference only and do not serve to limit the responsibility of the Owner regarding the total content within that and all other restrictions.

This document may be signed with counterpart signatures. When the signature pages with signatures and the acknowledgement pages with signatures are attached to a single document, said single document shall be as legally effective as if all of the parties hereto signed said single document and had their signatures acknowledged on said single document.

The undersigned, constituting at least seventy-five percent (75%) of the Owners of Lots in Blocks One (1) through Twenty (20) inclusive, located within Buccaneer Bay, do hereby adopt this Amendment.

Lot 1, Block 1

(1 Lot)

Thomas M. Deyke, husband of Karen L. Deyke

Karen L. Deyke, wife of Thomas M. Deyke

State of Nebraska)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Thomas M. Deyke, husband of Karen L. Deyke.

Notary Public

State of Nebraska)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Karen L. Deyke, wife of Thomas M. Deyke.

Notary Public

MISC 50-643

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AMENDMENT TO PROTECTIVE COVENANTS
LOTS 1 - 19, BLOCK 21; LOTS 1 - 21, BLOCK 22;
LOTS 1 - 28, BLOCK 23, LOTS 1 - 10, BLOCK 24;
AND LOTS 1 - 101, BLOCK 26 ALL IN BUCCANEER BAY

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, who constitute owners (and spouses where applicable) of more than ninety (90%) percent of the following described lots, hereinafter referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of more than ninety percent (90%) of the following described lots:

Block 21 and Lots 1-20, Block 22, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

WHICH are subject to certain Protective Covenants recorded on the 28th day of August, 1981 in Book 25, Page 221 in the Register of Deeds office of Cass County, Nebraska, and

WHEREAS, Declarants are also the owners of more than ninety (90%) percent of the following described property:

Lots 6 through 94, Block 26, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

WHICH are subject to certain Protective Covenants recorded on the 13th day of January, 1983, in Book 26, Page 482 in the Register of Deeds office in Cass County, Nebraska, and

WHEREAS, Declarants are also the owners of more than ninety (90%) percent of the following described property:

Lot 21, Block 22; Blocks 23 & 24; and Lots 1 through 5, and Lots 95 through 108, Block 26, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

WHICH are subject to certain Protective Covenants recorded on the 14th day of June, 1985 in Book 31, Page 513 in the Register of Deeds office of Cass County, Nebraska,

WHEREAS, Declarants desire to amend all the above referred to Protective Covenants,

NOW THEREFORE, Declarants hereby amend all the above stated covenants by substituting this Amendment to Protective Covenants in cancellation of all the above referred to protective Covenants.

DECLARANTS further hereby declare that Lots 1 through 19, inclusive, Block 21; Lots 1 through 21, inclusive, Block 22; Lots 1 through 28, inclusive, Block 23; Lots 1 through 10, inclusive, Block 24; and Lots 1 through 101, inclusive, Block 26, all in Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska shall be held, sold and conveyed subject to the

COMPARED

FILED FOR RECORD 9-12-97 AT 9:00 A.M. Doc # 275
IN BOOK 50 OF Misc. PAGE 643 338
REGISTER OF DEEDS, CASS CO., NE Patricia Mairinger

following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the above described property and be binding on all parties having any right, title or interest in the above described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Amendment to Protective Covenants shall run with the land and be binding upon the owners of all property described herein until the year 2000, at which time these covenants shall be extended for successive term of twenty-five (25) years unless sooner terminated or amended in accordance with the terms contained herein.

ARTICLE I.

Definitions

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, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

2. "Lot" shall mean and refer to any of the following Lots: Lots 1 through 19, inclusive, Block 21; Lots 1 through 21, inclusive, Block 22; Lots 1 through 28, inclusive, Block 23; Lots 1 through 10, inclusive, Block 24 and Lots 1 through 101, inclusive, Block 26, all in Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

3. "Developer" shall mean and refer to Bay Hills Limited Partnership, and its successors and assigns

ARTICLE II.

Property Rights

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

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 a Lot or Lots covered by these Amended Protective Covenants 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 Developer or Declarants to undertake to enforce these Covenants.

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 on 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 to remain on any building lot. However, property owners may have limited open wood burning fires, such as bonfires, or camp-fires, when being tended, but all fires shall be banned when open fires are banned by the State Fire Marshall. 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, camper, basement, tent, shack, garage, barn or other non-residential building may be erected on said real estate at any time to be used as a permanent or temporary residence. Provided, however, Lot owners who had trailers in place on the recording date of this amendment shall be permitted to continue such use until there is a change in ownership of the Lot for any reason. This right is not transferable and shall apply to the existing trailer only.

(c) No house trailer (single wide or double wide) or mobile home shall be allowed to be used as a residence except as otherwise stated herein. This paragraph shall not be construed as to prohibit new factory-built modular housing having a minimum of twelve-inch eaves and placed on a permanent concrete block or poured concrete foundation.

(d) No cattle, horses, sheep, 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 of the keeping of ordinary domestic pets.

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

(f) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any lots.

(g) In addition to the easements shown on the final plat of Buccaneer Bay, a perpetual license and easement is hereby reserved in favor of and granted to Lincoln Telephone and Telegraph Company, Omaha Public Power District, Sanitary and Improvement District No. 5 of Cass County, Nebraska, and their successors and assigns, 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 said 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 planting 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) 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.

(j) Said lots shall be used only for residential purposes.

(k) 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.

(l) 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 (10) feet wide with sufficient area to provide off-street parking for at least two automobiles.

(m) 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.

(n) 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; (1) such signs as shall be required by legal proceedings; (2) residential identification signs of a combined total face area of two (2) square feet or less for each residence; (3) during the time of construction of any residence or other improvements, job identification signs having a maximum face area of two (2) square feet per sign and of a type usually employed by contractors, subcontractors, and tradesmen; and (4) not more than one "For Sale" or "For Rent" sign having a maximum face area of two (2) square feet.

(o) Dwellings constructed on said lots shall conform to a one thousand (1,000) square foot minimum dwelling size (which is defined as the enclosed living area of main residential structures exclusive of porches, open breezeways, basements and garages). Provided, however, residences in place on the recording date of this Amendment which comply with prior Covenants shall not be required to comply with the size requirements set out in this paragraph.

(p) The entire lake area shall be considered a NO WAKE zone, with a five (5) mile per hour speed limit.

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 Developer or its assigns. In the event said Developer 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 Developer 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 by an instrument signed by not less than Sixty-six (66%) percent of the Lot owners. Any amendment must be recorded.

ARTICLE V.

General Provisions

This document may be signed in counterpart signatures. When the signature pages with signatures and the acknowledgment pages with signatures are attached to a single document, said single document shall be as legally effective as if all of the parties hereto signed said single document and had their signatures acknowledged on said single document.

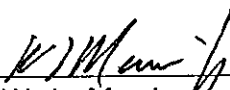
The undersigned being ninety (90%) of the Owners of all Lots in Block 21 and Lots 1 through 20, inclusive in Block 22, Buccaneer Bay hereby adopt this Amendment for the Lots named herein.

Lots 1 and 19 Block 21
Lots 17 and 18, Block 22

(4 Lots)

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

MISC 17-484

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.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, made this 24th day of July, 1975, by Buccaneer Bay, Inc., hereinafter referred to as "Declarant";

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

A tract of land located in Sections 32, 33 and 34, Township 13 North, Range 13 East of the 6th P.M., and Sections 4 and 5, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, being more particularly described as follows:

Beginning at the SE Corner SW 1/4 SE 1/4 Section 33-13-13; thence S 89°54'54" W, 1320.58 ft. to the S 1/4 Corner Section 33-13-13; thence S 89°56'41" W, 705.61 ft. to the N 1/4 Corner Section 4-12-13; thence S 0°02'46" E, 577.50 ft.; thence N 89°54'40" W, 2660.32 ft.; thence S 0°07'02" W, 1929.60 ft. to the E 1/4 Corner Section 5-12-13; thence S 89°27'52" W, 438.15 ft.; thence N 0°0'0" E, 33.0 ft.; thence N 8°35'01" W, 131.61 ft.; thence N 24°10'35" W, 123.42 ft.; thence N 39°15'55" W, 123.42 ft.; thence N 54°21'15" W, 123.42 ft.; thence N 69°54'19" W, 130.93 ft.; thence N 85°27'22" W, 123.42 ft.; thence S 79°27'18" W, 123.42 ft.; thence S 65°48'36" W, 136.76 ft.; thence S 63°52'39" W, 375.0 ft.; thence S 75°49'02" W, 207.38 ft.; thence N 75°25'33" W, 231.41 ft.; thence N 43°38'44" W, 217.58 ft.; thence N 14°17'11" W, 200.33 ft.; thence N 6°30'00" W, 975.00 ft.; thence N 9°49'51" W, 153.09 ft.; thence N 81°52'22" W, 216.34 ft.; thence

RECORDED

Doc # 218
FILED FOR RECORD 7-29-75 4:00 P.M. IN BOOK 17 OF *Miss.*
REGISTER OF DEEDS, CASS CO., NEBR. 4 63.00
PAGE 484
Betty Shultz

COMPARED

N 7°02'23" E, 140.00 ft.; thence N 82°57'37" W, 209.43 ft.; thence on a curve concave Easterly, having a radius of 741.73 ft., an arc distance of 68.24 ft.; thence N 10°14'58" E, 111.77 ft.; thence N 79°45'02" W, 110.53 ft.; thence N 1°26'59" E, 258.03 ft.; thence N 10°19'01" E, 75.07 ft.; thence N 21°18'20" E, 212.97 ft.; thence N 51°15'43" E, 215.11 ft.; thence S 79°42'21" E, 115.75 ft.; thence N 21°27'33" E, 12.57 ft.; thence N 51°13'01" W, 80.52 ft.; thence N 26°42'53" W, 338.27 ft.; thence N 9°12'07" E, 139.57 ft.; thence N 27°57'19" W, 67.50 ft.; thence N 19°49'52" E, 104.99 ft.; thence N 21°20'55" W, 96.98 ft.; thence N 1°31'27" E, 223.64 ft.; thence 4°55'02" E, 186.29 ft.; thence N 15°50'56" E, 592.86 ft.; thence N 41°05'06" E, 224.61 ft.; thence N 55°36'49" E, 294.57 ft.; thence N 53°10'00" E, 159.50 ft. to the West line of the SE 1/4 Section 32-13-13; thence N 0°00'00" E, along said West line 533.99 ft. to the Northerly right of way line of the Burlington Northern Railroad; thence continuing N 0°00'00" East to the thread of the stream of the Platte River; thence Easterly along said thread of the stream to the intersection of said thread of the stream of the Platte River and the thread of the stream of Four Mile Creek; thence Southerly along said thread of the stream of Four Mile Creek to the high bank line of the Platte River; thence S 62°47'53" W, 433.59 ft.; thence on a curve concave Southeasterly having a radius of 207.75 ft. an arc length of 259.83 ft.; thence S 8°51'45" E, 666.68 ft.; thence S 3°20'50" W, 799.98 ft.; thence S 19°01'30" W, 409.50 ft. to the North line of the SW 1/4 SW 1/4 Section 34-13-13; thence S 89°42'26" W, 1465.59 ft.; thence S 0°05'28" E, 1317.96 ft. to the point of beginning.

Please note the attached exceptions, which are not a part of the Development area.

Exception No. 1:

A tract of land located in Government Lot 5 in the NW 1/4 of Sec. 33 T13N R13E of the 6th P.M. in Cass County, Nebraska, being more particularly described as follows:

Commencing at the SW corner of said NW 1/4 of Sec. 33; thence N 00°37'18" E, (assumed bearing) along the West line of said NW 1/4 of Sec. 33, a distance of 658.53 ft.; thence S 89°22'42" E, a distance of 289.10 ft. to a point on the Northeasterly R.O.W. line of the Burlington Northern Railroad, said point also being the Point of Beginning; thence N 20°34'37" E, a distance of 151.48 ft.; thence S 89°08'18" E, a distance of 213.50 ft.; thence S 09°29'29" W, a distance of 80.0 ft.; thence Southwesterly on a curve to the left with a radius of 100.0', a distance of 242.57 ft. said curve having a long chord which bears S 09°29'29" W, a distance of 187.32'; thence S 30°00'00" W, a distance of 40.0 ft. to a point on said Northeasterly R.O.W. line of the Burlington Northern Railroad; thence N 51°45'23" W, along said Northeasterly R.O.W. a distance of 258.00 ft. to a Point of Beginning.

Said tract of land contains an area of 1.00 acres more or less.

Exception No. 2:

A tract of land located in Government Lot 3 in the North-east quarter of Sec. 33 T13N, R13E of the 6th P.M., in Cass County, Nebraska, being more particularly described as follows:

~~Commencing at the SW corner of said NW 1/4 of Sec. 33;~~
S 89°58'56" E, (assumed bearing) along the South line of said Sec. 33, a distance of 3961.17 ft. to the SE corner of the SW 1/4 of the SE 1/4 of said Sec. 33; thence N 00°00'04" E, along the East line of the West 1/2 of the East 1/2 of said Sec. 33, a distance of 3013.77 ft.; thence N

89°59'56"W, a distance of 40.0 ft. to the Point of Beginning; thence N 89°59'56"W, a distance of 256.00 ft.; thence N 27°24'10"E, a distance of 252.07 ft.; thence S 88°26'19"E, a distance of 140.05 ft.; thence S 00°00'04"W, a distance of 219.98 ft. to the Point of Beginning.

Said tract of land contains an area of 1.011 acres, more or less.

Exception No. 3:

A tract of land located in Government Lot 3 in the NE 1/4 of Sec. 33, T13 N, R13E of the 6th P.M. in Cass County, Nebraska, being more particularly described as follows:

Commencing at the SW corner of said Sec. 33; thence S 89°58'56"E, (assumed bearing) along the South line of said Sec. 33, a distance of 3961.17 ft. to the SE corner of the SW 1/4 of the SE 1/4 of said Sec. 33; thence N 00°00'04"E, along the East line of the West half of the East half of said Sec. 33, a distance of 3232.66 ft; thence N 88°26'19"W, a distance of 40.04 ft.; to the Point of Beginning; thence continuing N 88°26'19"W, a distance of 140.05 ft.; thence N 00°00'04"E, a distance of 153.67 ft.; thence S 89°59'56"E, a distance of 140.00 ft.; thence S 00°00'04"W, a distance of 157.48 ft. to the Point of Beginning.

Said tract of land contains an area of 0.500 acres more or less.

Said real estate being further described as all those single family lots in Blocks 1 through 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 desires to establish a general plan for the development of its property and to secure the enforcement of uniform restrictions and covenants upon the useage and development of the property within the subdivision; and

WHEREAS: Declarant desires to create a residential community containing parks, playgrounds, open spaces, lakes, a golf course and other common facilities for the benefit of the residents of the community;

NOW, THEREFORE, Declarant does hereby declare that Buccaneer Bay, a subdivision of Cass County, Nebraska, shall be held, transferred, sold, conveyed, and owned subject to these covenants, easements, restrictions, charges and liens hereinafter set forth collectively referred to as "Covenants", which shall run with the land and be binding upon the owners of all property of the subdivision until the year 2000 at which time these covenants 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. "Association" shall mean and refer to the Buccaneer

Bay Homeowner's Association, its successors and assigns.

Section 2. "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 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by Sanitary and Improvement District No. 5 of Cass County, Nebraska, for the common use and enjoyment of the owners. The common area to be owned by Sanitary and Improvement District No. 5 of Cass County, Nebraska includes all areas hereinbefore described, exclusive of all lots shown on the recorded subdivision plat of the properties.

Section 5. "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 6. "Declarant" shall mean and refer to Buccaneer Bay, Inc., its 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 Buccaneer Bay 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 persons or person violating these Covenants. Nothing herein, however,

shall require either the Declarant or any Homeowner's Association created by the Declarant to undertake to enforce these Covenants.

Section 3. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the common area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Sanitary and Improvement District No. 5 of Cass County, Nebraska, to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its Trustees.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facility to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. 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.

(f) Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any lots.

(g) In addition to the easements shown on the final plat, a 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 said 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) The following covenants shall only apply to those areas designated as single-family 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 purposes except such lots, or portions thereof, as may hereinafter be conveyed or dedicated for public, church, educational or charitable uses.
- 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 single 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 Architectural Committee for approval. Such approval shall be within the sole discretion of the Architectural Committee 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 Architectural Committee.
- 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.

(i) 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 designed 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.

ARTICLE III.

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

CLASS A: Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds such interest or interests in any unit, all such persons shall be members, and the vote for such units shall be exercised as they, among themselves, determine and designate to the Association, but in no event shall more than one vote be cast with respect to any such unit, and in the absence of such determination and designation of who is to exercise the vote, the eldest of such persons shall be deemed the person so designated.

CLASS B: Class B members shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each lot owned, provided however, that when the total votes outstanding in the Class A membership and the described property, included by declaration hereinabove, shall equal the total votes outstanding in the Class B membership in such property, the Class B membership shall thereafter be entitled to one (1) vote for each of its remaining units in such property, and its Class B membership for each of its remaining units in such property, and its Class B membership shall cease and be converted to Class A membership, provided further, that from and after two (2) years from the time such property is by declaration included within said covenants and restrictions, its Class B membership shall be automatically converted to Class A membership for each of its remaining units and such portion notwithstanding any other provisions of this Article.

ARTICLE IV.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each lot owned within the properties,

hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) Annual assessments or charges; and
- (2) Special assessments for capital improvements by the Association, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be in charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. As long as the Declarant maintains a controlling interest in the Association by virtue of its voting rights, the maximum annual assessment shall not exceed \$200.00 per lot annually. As soon as the Declarant no longer maintains controlling interest in the Association, the maximum annual assessment may be increased each year by a vote of two-thirds (2/3) of the membership of the Association voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the established maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes

of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the incorporation of the Association with the Secretary of State of the State of Nebraska. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year subsequent to the closing of each lot. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

Architectural Control

Section 1. The developer shall form an "Architectural Committee" which, at inception shall be five (5) persons selected by the Developer. Upon the sale and transfer of lots in the subdivision to others, the Homeowner's Association shall be entitled to select an increasing number of members of the Architectural Committee in accordance with the following formula:

<u>Percentage of Lots Sold</u>	<u>No. Members Selected By Homeowner's Assn.</u>	<u>No. of Members Selected by the Developer</u>
20%	1	4
50%	2	3
80%	3	2
90%	4	1
100%	5	0

Section 2. 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 Architectural Committee. In the event said Architectural Committee 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 Architectural Committee is allowed to suspend approval or disapproval only once, and for a period not to exceed an additional thirty (30) days.

ARTICLE VI.

General Provisions

Section 1. Amendments. This Declaration may be amended until the year 2000 by an instrument signed by not less than ninety per cent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy five per cent (75%) of the lot owners. Any amendment must be recorded.

Section 2. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24th day of July, 1975.

BUCCANEER BAY, INC., Declarant,

By: *Sterling R. Flott*
Sterling R. Flott, President

ATTEST:

Jerome J. Smith
~~Jerome J. Smith, Secretary~~
ASSISTANT SECRETARY



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Now on this 24 day of July, 1974, before me a Notary Public in and for said county and state, personally came S. R. FLOTT, President, and JEROME HEINRICHS, Secretary, 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.



BARBARA L. DROPHY
General Notary Public of Neb.
My Commission Expires
June 24, 1978

Barbara L. Drophy
Notary Public

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

FILED FOR RECORD ^{9:15} 4-4-77 AT A. M. IN BOOK 19 OF Misc.
PAGE 398 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot

7-11-77 # 34.25
Doc. # 19

COMPARED

Book 17 at Page 484 in the office of the Register of Deeds of Cass County, Nebraska on July 29, 1975 and declaring in its place and stead that lots in Blocks One (1) through Twenty (20), in Buccaneer Bay, 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 of the subdivision until the year 2000 at which time these covenants 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 Buccaneer Bay, Inc., its 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 Buccaneer Bay 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 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.

to be used only during construction, no outdoor toilets may be constructed or maintained on any lots.

(g) In addition to the easements shown on the final plat, a 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 said 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 only apply to those areas designated as single-family lots, the same being legally described as lots in the legally recorded subdivision map of Buccaneer Bay as recorded in the office of the Registrar 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 purposes except such lots, or portions thereof, as may hereinafter be conveyed or dedicated for public, church, educational or charitable uses.

- 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.

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 Developer. In the event said Developer 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 Developer 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 Declarant herein, has hereunto set its hand and seal this ____ day of _____, 1977.

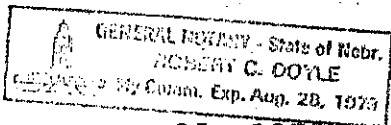
BUCCANEER BAY, INC., Declarant,

By: *Sterling R. Flott*
Sterling R. Flott, President

ATTEST:

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