

OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BLOCK 27 BUCCANEER BAY

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 1A through 20B, inclusive, and Lots 21 through 62, inclusive, all in Block 27, Buccaneer Bay, 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.D. 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.

ARTICLE I
DEFINITIONS

A. "Association" shall mean and refer to the Block 27 Lake Lot Owners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot as described in Article 1.D. below, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

C. "Properties" shall mean and refer to all Lots together with the Common Properties, all in Block 27, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

D. "Lot" shall mean and refer to each of Lots 1A through 20B, inclusive, and Lots 21 through 62, inclusive, all in Block 27, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

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

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

G. "Common Properties" shall mean and refer to Lot 1LR and Outlots C1R, C2R, C3R and C4R, all in Block 27, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), 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, or other external improvements, above or below the surface of the

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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 written prior 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 neutral 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. Submittals for the approval shall be made in duplicate and 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. 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) 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. Townhome/Duplex Lots. Lots 1A through 20B, inclusive, in Block 27, Buccaneer Bay, shall be subject to the following restrictions:

1. The Lots shall be used only for residential purposes. The Lots are designed for duplex townhome construction. Each A lot has a corresponding B Lot adjacent to it with the same number. Each Lot shall contain no more than one (1) dwelling unit, but said unit may be attached to the dwelling on the adjacent corresponding Lot, using the zero lot line concept, at the common lot line between the A lot and the B lot of the same number.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Dwelling units will be permitted only if approved by the Architectural Control Committee and shall not be approved unless the dwelling contains more than 1100 square feet and unless they are compatible with other homes to be built in Buccaneer Bay in the opinion of the Architectural Control Committee in its sole and absolute discretion.

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 written prior 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 neutral 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.

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1. The Lots shall be used only for residential purposes. The Lots are designed for duplex townhome construction. Each A lot has a corresponding B Lot adjacent to it with the same number. Each Lot shall contain no more than one (1) dwelling unit, but said unit may be attached to the dwelling on the adjacent corresponding Lot, using the zero lot line concept, at the common lot line between the A lot and the B lot of the same number.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Dwelling units will be permitted only if approved by the Architectural Control Committee and shall not be approved unless the dwelling contains more than 1100 square feet and unless they are compatible with other homes to be built in

b. All buildings and improvements on all Lots shall comply with the set back requirements of the Zoning Code of Cass County as the same may be amended from time to time.

B. Single Family Lots. Lots 21 through 62 inclusive, in Block 27, Buccaneer Bay, 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.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Dwelling units will be permitted only if approved by the Architectural Control Committee and shall not be approved unless the dwelling contains more than 1300 square feet and unless they are compatible with other homes to be built in Buccaneer Bay in the opinion of the Architectural Control Committee in its sole and absolute discretion.

b. All buildings and improvements on all Lots shall comply with the set back requirements of the Zoning Code of Cass County as the same may be amended from time to time.

C. General Restrictions. All dwelling units described in A and B 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 an 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). Area means finished habitable space, measured to the exterior of the enclosing walls. 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 the other sides.

3. No fences may be built closer to any adjoining street than the property line. No fence may be built closer to the lot line than the building setback line of a lot line which adjoins the lake. 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.

4. 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.

5. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

6. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

7. 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.

8. 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 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 except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No 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 yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

9. 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. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage 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. 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.

10. 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 main residential 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 or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches. The Association shall have a right and easement to enter onto vacant Lots not complying with the above. The Association shall have the right to clear and/or mow Lots in violation to the above and to lien said Lots under provisions in Article IV hereof.

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

12. 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.

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

14. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

15. 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.

16. 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

17. All driveways shall be constructed of concrete or asphaltic material.

18. 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
LAKE LOT OWNERS ASSOCIATION

A. Membership. Declarant, and every Owner shall be a member of the Association as defined in Paragraph A of Article I hereof. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot(s) or a portion of a Lot shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation.

B. Voting Rights. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot or a portion of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

C. Covenants For Maintenance Assessments.

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, subject to Paragraph C.5. of this Article, and each Owner of any Lot, except those exempt under Paragraph C.8. of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (a) annual assessments or charges, (b) weed mowing and/or Lot clearing assessments, and (c) special assessments for capital improvements. All such assessments to be established and collected as herein provided. The annual assessments, weed mowing and/or Lot clearing assessments, and special assessments, together with interest, costs, and attorney's fees, shall be a charge on the Lot and shall be a continuing lien on the Lot against which each assessment is made. ALL SUBSEQUENT PURCHASERS SHALL TAKE TITLE TO THE LOT SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot 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 such person, but the lien shall continue on the Lot and the personal liability of the person who owned the Lot when the lien was created shall continue.

2. Purpose of Assessments. The assessments by the Association shall be used exclusively for the following purposes: (a) to maintain, repair, and operate the Common Properties, including but not limited to the lake and well on Lot 1LR, and including the improvements, structures, facilities and fixtures thereon and the grounds thereof, and personal property used in connection therewith; (b) to exercise the rights reserved to the Association in Paragraph C.10. of Article III hereof; (c) to acquire, construct, reconstruct, or replace new or existing capital improvements, structures, facilities and fixtures on the Common Properties, including personal property used in connection therewith; (d) to pay the costs and expenses of enforcing the provisions of these Covenants, Conditions, and Restrictions, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs; and (e) to carry out such other purposes as the Association shall from time to time determine to be in the best interests of it's Members.

3. Regular Assessment. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated expenses and costs for that year, and shall levy and collect assessments

from each Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be uniform in amount.

4. Weed Mowing and/or Clearing Assessment. In the event the Association exercises its rights reserved in Paragraph C.10. of Article III hereof, the lien against the Lot shall be the amount the Board of Directors of the Association shall determine sufficient to cover the expense of mowing and/or clearing.

5. 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 new or existing capital improvement, structure, facility, or fixture on the Common Properties, including but not limited to, personal property related thereto. Provided, however, any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence:

a. When Assessments Start. Beginning January 1, 1997, all Lots shall be subject to the assessments contained herein.

b. When Assessed and Notice to Owners. The Board of Directors shall fix the amount of the annual assessment to be assessed against each Lot. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessment.

c. Certificate Furnished Re: Payment of Assessment. 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 specific Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within the thirty (30) days after the due date shall bear interest from the due date at the rate of eleven percent (11%) 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 in the same manner as provided by law for the foreclosure of mortgages. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties, or abandonment of his Lot.

8. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. 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 the exercise of rights under a deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but the person who owned the Lot at the time when the lien attached remains personally liable for payment of the amount of the lien.

9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein.

ARTICLE V
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.

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 ninety percent (90%) 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 23rd day of December, 1996.

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 23rd day of December, 1996, 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.

Barbara M. Hammond
Notary Public

 GENERAL NOTARY-State of Nebraska
BARBARA M. HAMMOND
My Comm. Exp. April 11, 2000

Buccaneer Bay

Plat survey and Dedication of Buccaneer Bay filed September 5, 1974 in Book 12 at Page 443 and in Plat Book 9 at Page 7 both of the Records of Cass County, Nebraska, reveals O.P.P.D Powerline easements affecting subject property.

Covenants, conditions and restrictions contained in instrument filed April 4, 1977 in Book 19 at Page 298 of the Miscellaneous Records of Cass County, Nebraska.

Easements granted for utilities over, under and upon a five foot wide strip of land adjoining and rear and side boundary lines of the lots.

Provisions of architectural control and approval of construction plans set forth therein.

Easement granted to Omaha Public Power District and Lincoln Telephone & Telegraph Company by instrument dated July 22, 1975, filed August 29, 1975 in Book 17 at Page 545 of the Miscellaneous Records of Cass County, Nebraska, over, upon, above, along, under, in and across a strip of land 5 feet wide lying adjacent and parallel to the side lot lines of certain lots.

Easement granted to Nebraska Power Company by instrument filed October 9, 1928 at Book V at Page 645 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5-12-13.

Easement granted to Nebraska Power Company by instrument filed October 9, 1928 in Book V at Page 646 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the NW $\frac{1}{4}$ NE $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 5-12-13.

Easement granted to Rural Water District No. 1, Cass County, Nebraska by instrument filed June 29, 1972 in Book 13 at Page 180 of the Records of Cass County, Nebraska for installation and maintenance of water lines across and through the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5-12-13.

Non-specific Easement granted to Nebraska Power Company by instrument filed October 9, 1928 in Book 7 at Page 644 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above all that part of Section 32-13-13 lying south of the railway, except therefrom the E $\frac{1}{2}$ SE $\frac{1}{4}$.

Non-specific Easement granted to Nebraska Power Company by instrument filed April 30, 1920 in Book X at Page 77 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13, and the E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32-13-13.

Easement granted to Omaha Public Power District by instrument filed January 5, 1956 in Book 5 at Page 202 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, upon and above the SE $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32-13-12.

Right of Way Easement granted to Omaha Public Power District filed March 23, 1967 in Book 10 at Page 230 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, above, along, under in and across the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13, and S $\frac{3}{4}$ E $\frac{1}{2}$ Sec. 32-13-13.

Easement granted to Omaha Public Power District filed January 5, 1956 in Book 5 at Page 204 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, upon, along and above the NE $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13.

Right of Way Easement granted to Rural Water District No. 1, Cass County, Nebraska, dated August 28, 1972, filed November 13, 1972 in Book 13 at Page 534 of the Miscellaneous Records of Cass County, Nebraska, affecting the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13.

Easement granted to Omaha Public Power District by Report of Appraisers filed in County Court Cass County, Nebraska, August 28, 1967, and Corrected Report of Appraisers filed October 4, 1967, in Book 10 at Page 384 of the Records of Cass County, Nebraska, affecting the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 32-13-13.

Covenants, conditions and restrictions filed July 29, 1975, in Book 17 at Page 484 of the Miscellaneous Records of Cass County, Nebraska, which contains no forfeiture provision.

Provision for Homeowners Association contained therein.

Easement granted to Northwestern Bell Telephone Company, Omaha Public Power District and SID No. 5 of Cass County, Nebraska, over, under and upon a five foot strip of land adjoining the rear and side boundary lines of subject property.

Provision for Architectural Control and Approval of Construction Plans contained therein.

Amended Covenants, filed April 4, 1977, in Book 19 at Page 298 of the Miscellaneous Records of Cass County, Nebraska.

Subject to and together with Access Easement dated September 7, 1987, filed January 7, 1988 in Book 35 at Page 395 of the Records of Cass County, Nebraska.

Non-specific Pipeline Easement granted to Natural Gas Pipeline Company of America by instrument dated June 21, 1990, filed June 25, 1990 in Book 38 at Page 512 of the Miscellaneous Records of Douglas County, Nebraska, to construct and maintain a pipeline on, under, across and through a strip of land 50 feet wide across Lot 5 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 5-12-13.

Buccaneer Bay

Plat survey and Dedication of Buccaneer Bay filed September 5, 1974 in Book 12 at Page 443 and in Plat Book 9 at Page 7 both of the Records of Cass County, Nebraska, reveals O.P.D Powerline easements affecting subject property.

Covenants, conditions and restrictions contained in instrument filed April 4, 1977 in Book 19 at Page 298 of the Miscellaneous Records of Cass County, Nebraska.

Easements granted for utilities over, under and upon a five foot wide strip of land adjoining and rear and side boundary lines of the lots.

Provisions of architectural control and approval of construction plans set forth therein.

Easement granted to Omaha Public Power District and Lincoln Telephone & Telegraph Company by instrument dated July 22, 1975, filed August 29, 1975 in Book 17 at Page 545 of the Miscellaneous Records of Cass County, Nebraska, over, upon, above, along, under, in and across a strip of land 5 feet wide lying adjacent and parallel to the side lot lines of certain lots.

Easement granted to Nebraska Power Company by instrument filed October 9, 1928 at Book V at Page 645 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5-12-13.

Easement granted to Nebraska Power Company by instrument filed October 9, 1928 in Book V at Page 646 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the NW $\frac{1}{4}$ NE $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 5-12-13.

Easement granted to Rural Water District No. 1, Cass County, Nebraska by instrument filed June 29, 1972 in Book 13 at Page 180 of the Records of Cass County, Nebraska for installation and maintenance of water lines across and through the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5-12-13.

Non-specific Easement granted to Nebraska Power Company by instrument filed October 9, 1928 in Book 7 at Page 644 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above all that part of Section 32-13-13 lying south of the railway, except therefrom the E $\frac{1}{2}$ SE $\frac{1}{4}$.

Non-specific Easement granted to Nebraska Power Company by instrument filed April 30, 1920 in Book X at Page 77 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13, and the E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32-13-13.

Easement granted to Omaha Public Power District by instrument filed January 5, 1956 in Book 5 at Page 202 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, upon and above the SE $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32-13-12.

Right of Way Easement granted to Omaha Public Power District filed March 23, 1967 in Book 10 at Page 230 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, above, along, under in and across the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13, and S $\frac{3}{4}$ E $\frac{1}{2}$ Sec. 32-13-13.

Easement granted to Omaha Public Power District filed January 5, 1956 in Book 5 at Page 204 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, upon, along and above the NE $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13.

Right of Way Easement granted to Rural Water District No. 1, Cass County, Nebraska, dated August 20, 1972, filed November 13, 1972 in Book 13 at Page 534 of the Miscellaneous Records of Cass County, Nebraska, affecting the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13.

Easement granted to Omaha Public Power District by Report of Appraisers filed in County Court Cass County, Nebraska, August 28, 1967, and Corrected Report of Appraisers filed October 4, 1967, in Book 10 at Page 384 of the Records of Cass County, Nebraska, affecting the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 32-13-13.

Covenants, conditions and restrictions filed July 29, 1975, in Book 17 at Page 484 of the Miscellaneous Records of Cass County, Nebraska, which contains no forfeiture provision.

Provision for Homeowners Association contained therein.

Easement granted to Northwestern Bell Telephone Company, Omaha Public Power District and SID No. 5 of Cass County, Nebraska, over, under and upon a five foot strip of land adjoining the rear and side boundary lines of subject property.

Provision for Architectural Control and Approval of Construction Plans contained therein.

Amended Covenants, filed April 4, 1977, in Book 19 at Page 298 of the Miscellaneous Records of Cass County, Nebraska.

Subject to and together with Access Easement dated September 7, 1987, filed January 7, 1988 in Book 35 at Page 395 of the Records of Cass County, Nebraska.

Non-specific Pipeline Easement granted to Natural Gas Pipeline Company of America by instrument dated June 21, 1990, filed June 25, 1990 in Book 38 at Page 512 of the Miscellaneous Records of Douglas County, Nebraska, to construct and maintain a pipeline on, under, across and through a strip of land 50 feet wide across Lot 5 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 5-12-13.

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

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PAGE *484* REGISTER OF DEEDS, CASS CO., NEBR. *63.00*
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:

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

(DUPLICATE)

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 contianing 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 Williams
Jerome Williams, 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. GROPHY
General Notary-State of Nebr.
My Commission Expires
June 24, 1978

Barbara L. Grophy
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF CASS)

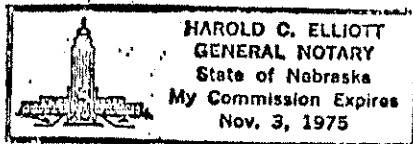
I, Paul H. Campbell being first duly sworn, upon my oath depose and state that I am a resident of Cass County, State of Nebraska; that I am acquainted with the use, ownership and occupancy of the following described real estate in Cass County, State of Nebraska:

Lots 2, 3 and 4 in Block 15 in the Village of South Bend, Cass County, Nebraska

and that I know of my own knowledge that Paul H. Campbell is now in possession of all of said real estate.

Paul H. Campbell
Paul H. Campbell

Subscribed and sworn to before me this 1st day of August, 1975.



Harold C. Elliott
Notary Public

Harold C. Elliott

Doc # 4
FILED FOR RECORD 8-1-75 AT 9:37 A.M. IN BOOK 17 OF Deeds
PAGE 497 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpat \$ 3.25

COMPARED

ADDITIONAL PROVISIONS TO DEED OF TRUST1. Title:

Notwithstanding the provisions of Paragraph 1 of the printed Deed of Trust, the liens and security interests herein granted shall be subject to the following permitted exceptions:

- a. Plat survey and Dedication of Buccaneer Bay filed September 5, 1974 in Book 12 at Page 443 and in Plat Book 9 at Page 7 both of the Records of Cass County, Nebraska, reveals O.P.P.D Powerline easements affecting subject property.
- b. Covenants, conditions and restrictions contained in instrument filed April 4, 1977 in Book 19 at Page 298 of the Miscellaneous Records of Cass County, Nebraska.
Easements granted for utilities over, under and upon a five foot wide strip of land adjoining and rear and side boundary lines of the lots.
Provisions of architectural control and approval of construction plans set forth therein.
- c. Easement granted to Omaha Public Power District and Lincoln Telephone & Telegraph Company by instrument dated July 22, 1975, filed August 29, 1975 in Book 17 at Page 545 of the Miscellaneous Records of Cass County, Nebraska, over, upon, above, along, under, in and across a strip of land 5 feet wide lying adjacent and parallel to the side lot lines of certain lots.
Easement granted to Omaha Public Power District and Lincoln Telephone & Telegraph Company by instrument dated July 22, 1975, filed August 29, 1975 in Book 17 at Page 547 of the Miscellaneous Records of Cass County, Nebraska.
- e. Right-of-Way Easement filed November 19, 1976 in Book 19 at Page 92 of the Miscellaneous Records of Cass County, Nebraska, to Omaha Public Power District and Lincoln Telephone & Telegraph, affecting certain lots of subject property.
- f. Easement granted to Nebraska Power Company by instrument filed October 9, 1928 at Book V at Page 645 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5-12-13.
- g. Easement granted to Nebraska Power Company by instrument filed October 9, 1928 in Book V at Page 646 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the NW $\frac{1}{4}$ NE $\frac{1}{4}$ & N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 5-12-13.
- h. Easement granted to Rural Water District No. 1, Cass County, Nebraska by instrument filed June 29, 1972 in Book 13 at Page 180 of the Records of Cass County, Nebraska for installation and maintenance of water lines across and through the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5-12-13.
- i. Non-specific Easement granted to Nebraska Power Company by instrument filed October 9, 1928 in Book V at Page 644 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above all that part of Section 32-13-13 lying south of the railway, except therefrom the E $\frac{1}{2}$ SE $\frac{1}{4}$.
- j. Non-specific Easement granted to Nebraska Power Company by instrument filed April 30, 1920 in Book X at Page 77 of the Records of Cass County, Nebraska, to construct and maintain electric facilities over, upon, along and above the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33-13-13, and the E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32-13-13.

Block 2, 3, 17, 19
not
over Block

Block
4
Ac 3-

- k. ✓ Easement granted to Omaha Public Power District by instrument filed January 5, 1956 in Book 5 at Page 202 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, upon and above the SE½NE½E½SE½ Sec. 32-13-12.
- l. ✓ Right of Way Easement granted to Omaha Public Power District filed March 23, 1967 in Book 10 at Page 230 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, above, along, under in and across the SW½SW½ Sec. 33-13-13, and S 3/4 E½ Sec. 32-13-13.
- m. ✓ Easement granted to Omaha Public Power District filed January 5, 1956 in Book 5 at Page 204 of the Records of Cass County, Nebraska, to construct and maintain an electric transmission line over, upon, along and above the NE½SW½ & NW½SW½ & SE½SW½ Sec. 33-13-13.
- n. ✓ Right of Way Easement granted to Rural Water District No. 1, Cass County, Nebraska, dated August 28, 1972, filed November 13, 1972 in Book 13 at Page 534 of the Miscellaneous Records of Cass County, Nebraska, affecting the SW½SW½ Sec. 33-13-13.
- o. ✓ Easement granted to Omaha Public Power District by Report of Appraisers filed in County Court Cass County, Nebraska, August 28, 1967, and Corrected Report of Appraisers filed October 4, 1967, in Book 10 at Page 384 of the Records of Cass County, Nebraska, affecting the NE½NE½ Sec. 32-13-13.
- p. Covenants, conditions and restrictions filed July 29, 1975, in Book 17 at Page 484 of the Miscellaneous Records of Cass County, Nebraska, which contains no forfeiture provision.
 Provision for Homeowners Association contained therein.
 Easement granted to Northwestern Bell Telephone Company, Omaha Public Power District and SID No. 5 of Cass County, Nebraska, over, under and upon a five foot strip of land adjoining the rear and side boundary lines of subject property.
 Provision for Architectural Control and Approval of Construction Plans contained therein.
 Amended Covenants, filed April 4, 1977, in Book 19 at Page 298 of the Miscellaneous Records of Cass County, Nebraska.
- q. Subject to and together with Access Easement dated September 7, 1987, filed January 7, 1988 in Book 35 at Page 395 of the Records of Cass County, Nebraska.
- r. Non-specific Pipeline Easement granted to Natural Gas Pipeline Company of America by instrument dated June 21, 1990, filed June 25, 1990 in Book 38 at Page 512 of the Miscellaneous Records of Douglas County, Nebraska, to construct and maintain a pipeline on, under, across and through a strip of land 50 feet wide across Lot 5 SW½NE½ 5-12-13.

2. Miscellaneous:

Provided that Trustor is not in default under this Deed of Trust or any of the obligations secured thereby, Trustee and Beneficiary agrees to execute such documents and instruments as may be reasonably required:

- a. To grant, convey and dedicate portions of the Real Estate for streets, sewers, entrances, green areas and utilities;

Doc # 35

8:28

FILED FOR RECORD # 1288 AT A. M. IN BOOK 35, OF Misc

PAGE 395

REGISTER OF DEEDS, CASS CO., NEBR.

\$42.00

Patricia Messinger

COMPARED

ACCESS EASEMENT

November This Grant of Easement was made this 7th day of September, 1987, by South Omaha Production Credit Association, now known as the Production Credit Association of The Midlands, hereinafter referred to as "Grantor" to and in favor of Sanitary and Improvement District No. 5 of Cass County, Nebraska, and Dain Bosworth, Inc., a corporation, hereinafter referred to as the "Grantees".

W I T N E S S E T H :

That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey and confirm unto the Grantees, and each of them, and their successors and assigns, a non-exclusive access easement for the purpose of pedestrian and vehicular ingress and egress over and through the area described on Exhibit "A" attached hereto and by reference made a part hereof (the "easement area") from the County road which adjoins the easement area to the south to and from Blackbeard Drive to the North located within the Buccaneer Bay Subdivision, a subdivision in Cass County, Nebraska.

That as part of the consideration for the grant of this non-exclusive access easement, Sanitary and Improvement District No. 5 of Cass County, Nebraska, and its successors and assigns, agrees that it or they will not levy any special assessments upon the property presently owned by the Grantor which is described on Exhibits "A" and "B" attached hereto, and by reference made a part hereof, for any improvements made by Sanitary and Improvement District No. 5 of Cass County, Nebraska and its successors and assigns to the area described in Exhibit "A" attached hereto. That the Grantor hereunder shall have no responsibility or obligation of any nature whatsoever to maintain or improve the roadway area which is described in Exhibit "A" attached hereto.

The Grantor, for itself and its heirs and assigns, does hereby confirm with the Grantees, that it is the owner of the above-described premises and that it has the right to grant and convey this non-exclusive access easement in the manner and form aforesaid.

That this non-exclusive access easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, and their representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this document on the day and year first above written.

GRANTOR:

SOUTH OMAHA PRODUCTION CREDIT ASSOCIATION, now known as the PRODUCTION CREDIT ASSOCIATION OF THE MIDLANDS, a Federally Chartered Corporation,

By: Nicholas J. Leuchten
Its Vice President & Secy

GRANTEES:

SANITARY AND IMPROVEMENT DISTRICT
NO. 5 OF CASS COUNTY, NEBRASKA,

By: Carol Ann Price
Its Chairman

By: [Signature]
Its Clerk

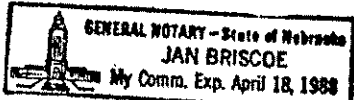
DAIN BOSWORTH, INC.,
a corporation,

By: William J. Gourley
Its VICE PRESIDENT

STATE OF NEBRASKA)
COUNTY OF Lincoln) ss.

On this 21st day of September, 1987, before me, the undersigned Notary Public, personally appeared Nicholas J. Kucyba of THE PRODUCTION CREDIT ASSOCIATION OF THE MIDLANDS, a Federally Chartered corporation, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

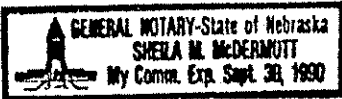


[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

On this 17th day of November, 1987, before me, the undersigned Notary Public, personally appeared Carol Ann Price and Tom P. Kappas of SANITARY AND IMPROVEMENT NO. 5 OF CASS COUNTY, NEBRASKA, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

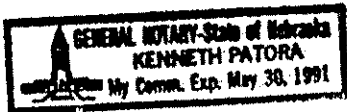


[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

On this 4th day of November, 1987, before me, the undersigned Notary Public, personally appeared William J. Gourley of DAIN BOSWORTH, INC., known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public

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LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT
TRACT "D"
PCA PROPERTY

A tract of land located in the N 1/2 of Section 5, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the NE 1/4 of said Section 5; thence N89°25'39"E (Assumed Bearing) along the South line of said NE 1/4 of Section 5, a distance of 212.49 feet to the Point of Beginning; thence N00°34'21"W, a distance of 277.06 feet; thence Northwesterly on a curve to the left with a radius of 513.50 feet, a distance of 276.57 feet, said curve having a long chord which bears N16°00'08"W, a distance of 273.24 feet; thence Northwesterly on a curve to the right with a radius of 586.70 feet, a distance of 269.69 feet, said curve having a long chord which bears N18°15'49"W, a distance of 267.32; thence N05°05'40"W, a distance of 1020.36 feet; thence Northeasterly on a curve to the right with a radius of 771.73 feet, a distance of 138.43 feet, said curve having a long chord which bears N00°02'40"E, a distance of 138.25 feet to a point on the Westerly right-of-way line of Buccaneer Boulevard; thence S82°57'37"E along the Westerly extension of the Southerly right-of-way line of Blackbeard Drive, a distance of 60.03 feet to the point of intersection of said Southerly right-of-way line of Blackbeard Drive and the Easterly right-of-way line of Buccaneer Boulevard; thence Southeasterly on a curve to the left with a radius of 711.73 feet, a distance of 125.73 feet, said curve having a long chord which bears S00°02'02"E, a distance of 125.56 feet; thence S05°05'40"E, a distance of 1020.36 feet; thence Southeasterly on a curve to the left with a radius of 526.70 feet, a distance of 242.11 feet, said curve having a long chord which bears S18°15'49"E, a distance of 239.99 feet; thence Southeasterly on a curve to the right with a radius of 573.50 feet, a distance of 308.89 feet, said curve having a long chord which bears S16°00'08"E, a distance of 305.17 feet; thence S00°34'21"E, a distance of 277.06 feet to a point on said South line of the NE 1/4 of Section 5; thence S89°25'39"W along said South line of the NE 1/4 of Section 5, a distance of 60.00 feet to the Point of Beginning.

Said tract of land contains an area of 2.725 acres, more or less.

#76054
8-12-87
Revised 8-26-87

EXHIBIT "A"

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11-1

LEGAL DESCRIPTION
TRACT "A"
PCA PROPERTY

Part of the SW 1/4 of Section 32, Township 13 North, Range 13 East of the 6th P.M., lying South of the centerline of the Platte River and West of Buccaneer Bay, a subdivision located in said Section 32, Township 13 North, Range 13 East of the 6th P.M. and the N 1/2 of Section 5, Township 12 North, Range 13 East of the 6th P.M.; and part of the SE 1/4 of Section 31, Township 13 North, Range 13 East of the 6th P.M., lying South of said centerline of the Platte River; and part of the NW 1/4 of said Section 5, Township 12 North, Range 13 East of the 6th P.M., lying West of said Buccaneer Bay; and part of the W 1/2 of the NE 1/4 of said Section 5, Township 12 North, Range 13 East of the 6th P.M., lying West of said Buccaneer Bay; and part of the North 1/2 of the SW 1/4 of Section 5, Township 12 North, Range 13 East of the 6th P.M., lying North of the County Road; and the NE 1/4 of the NE 1/4 and part of Government Lot 5, in the NW 1/4 of the NE 1/4 of Section 6, Township 12 North, Range 13 East of the 6th P.M., lying East of the Northeasterly right-of-way line of County Road No. 130; all located in Cass County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of the SW 1/4 of the NE 1/4 of said Section 5; thence S89°25'39"W (Assumed Bearing), along the South line of said SW 1/4 of the NE 1/4 of Section 5, a distance of 1320.81 feet to the Southwest corner of said NE 1/4 of Section 5; thence S89°25'03"W, along the South line of the NW 1/4 of said Section 5, a distance of 1413.70 feet to a point on the North right-of-way line of a county road; thence, along said North right-of-way line of a county road, on the following described courses; thence Southwesterly on a curve to the left with a radius of 173.26 feet, a distance of 139.30 feet, said curve having a long chord which bears S30°26'02"W, a distance of 135.58 feet; thence S07°24'00"W, a distance of 114.00 feet; thence Westerly on a curve to the right with a radius of 103.90 feet, a distance of 149.55 feet, said curve having a long chord which bears S48°38'11"W, a distance of 136.97 feet; thence S89°52'22"W, a distance of 895.44 feet; thence Southwesterly on a curve to the left with a radius of 183.09 feet, a distance of 110.56 feet, said curve having a long chord which bears S72°34'20"W, a distance of 108.89 feet to the point of intersection of said North right-of-way line of a county road and the Easterly right-of-way line of County Road No. 130; thence Northerly, along said Easterly right-of-way line of County Road No. 130, on a curve to the right with a radius of 185.35 feet, a distance of 89.98 feet, said curve having a long chord which bears N31°12'08"W, a distance of 89.10 feet to a point on the West line of said SW 1/4 of Section 5; thence N00°05'31"W, along said West line of the SW 1/4 of Section 5, a distance of 266.34 feet to the Southwest corner of said NW 1/4 of Section 5; thence N00°14'57"W,

-1-

EXHIBIT "B"

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PCA Property

along the West line of said NW 1/4 of Section 5, a distance of 1353.91 feet to the Northwest corner of the SW 1/4 of the NW 1/4 of said Section 5; thence S89°05'17"W, along the South line of the N 1/2 of the NE 1/4 of said Section 6, a distance of 1523.94 feet to a point on said Northeasterly right-of-way line of County Road No. 130; thence along said Northeasterly right-of-way line of County Road No. 130, on the following described courses; thence N48°06'46"W, a distance of 538.50 feet; thence Northwesterly on a curve to the right with a radius of 160.02 feet, a distance of 49.34 feet, said curve having a long chord which bears N39°16'44"W, a distance of 49.15 feet; thence N30°26'42"W, a distance of 125.56 feet; thence Northwesterly on a curve to the left with a radius of 270.36 feet, a distance of 155.06 feet, said curve having a long chord which bears N46°52'32"W, a distance of 152.95 feet; thence N63°18'22"W, a distance of 204.74 feet to a point on the West line of said government Lot 5; thence N00°03'25"W, along said West line of government lot 5, a distance of 532.65 feet, to a point on the North line of said NE 1/4 of Section 6; thence S89°59'43"E, along said North line of the NE 1/4 of Section 6, a distance of 435.11 feet to the Southwest corner of the SE 1/4 of said Section 31; thence N00°02'37"W, along the West line of said SE 1/4 of Section 31, a distance of 22.19 feet; thence N76°17'45"E, a distance of 179.08 feet; thence N70°46'32"E, a distance of 590.72 feet; thence N55°38'59"E, a distance of 1098.81 feet; thence N46°45'10"E, a distance of 591.56 feet; thence N22°32'58"E, a distance of 225.74 feet to a point on the Southerly right-of-way line of the Burlington Northern Railroad (formerly the Chicago, Burlington and Quincy Railroad); thence along the Southerly right-of-way line of the Burlington Northern Railroad on the following described courses; thence Northeasterly on a curve to the left with a radius of 2359.22 feet, a distance of 477.76 feet, said curve having a long chord which bears N86°32'55"E, a distance of 476.95 feet; thence S00°16'12"E, a distance of 75.90 feet; thence Northeasterly on a curve to the left with a radius of 2434.22 feet, a distance of 608.09 feet, said curve having a long chord which bears N73°52'10"E, a distance of 606.51 feet; thence Northeasterly on a curve to the left with a radius of 3195.74 feet, a distance of 139.91 feet, said curve having a long chord which bears N65°27'32"E, a distance of 139.89 feet; thence N64°12'17"E, a distance of 849.60 feet; thence N25°47'43"W, a distance of 50.00 feet; thence N64°12'17"E, a distance of 60.90 feet; thence Northeasterly on a curve to the left with a radius of 5281.16 feet, a distance of 89.10 feet, said curve having a long chord which bears N63°43'17"E, a distance of 89.10 feet; thence Northeasterly on a curve to the left with a radius of 3919.72 feet, a distance of 130.00 feet, said curve having a long chord which bears N62°17'17"E, a distance of 129.99 feet; thence S28°39'44"E, a distance of 50.00 feet; thence Northeasterly on a curve to the left with a radius of 3969.72 feet, a distance of 95.25 feet, said curve having a long chord which bears N60°39'02"E, a distance of 95.25 feet; thence Northeasterly on a curve to the left with a radius of 5331.16 feet, a distance of 89.94 feet, said curve having a long chord which bears

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PCA Property

N59°28'47"E, a distance of 89.94 feet; thence N58°59'47"E, a distance of 738.63 feet to a point on the North line of the SW 1/4 of Section 32; thence N89°56'44"E, along said North line of the SW 1/4 of Section 32, a distance of 111.96 feet to the Northeast corner of said SW 1/4 of Section 32; thence S00°09'45"E, along the East line of said SW 1/4 of Section 32, a distance of 232.51 feet to a point on the Northwesternly line of Lot 27, Block 15, Buccaneer Bay; thence along said Westerly line of Block 15, Buccaneer Bay on the following described courses: Thence S53°10'00"W, a distance of 150.36 feet; thence S55°36'49"W, a distance of 294.57 feet; thence S41°05'07"W, a distance of 224.61 feet; thence S15°50'56"W, a distance of 592.86 feet; thence S04°55'01"W, a distance of 186.29 feet; thence S01°31'27"W, a distance of 223.64 feet; thence S21°20'56"E, a distance of 96.98 feet; thence S19°49'53"W, a distance of 104.99 feet; thence S27°57'19"E, a distance of 67.50 feet; thence S09°12'08"W, a distance of 139.57 feet; thence S26°42'52"E, a distance of 338.27 feet; thence S51°13'01"E, a distance of 80.52 feet to the Southwest corner of Lot 1, Block 15, Buccaneer Bay; thence S21°27'34"W, a distance of 12.57 feet to the Northeast corner of Lot 9, Block 14, Buccaneer Bay; thence along the Northerly and Westerly line of Block 14, Buccaneer Bay on the following described courses; thence N79°42'22"W, a distance of 115.75 feet; thence S51°15'43"W, a distance of 215.11 feet; thence S21°18'20"W, a distance of 212.97 feet; thence S10°15'00"W, a distance of 75.07 feet; thence S01°27'00"W, a distance of 258.04 feet to the Southwest Corner of Lot 1, Block 14, Buccaneer Bay; thence S79°45'03"E, along the South line of said Lot 1, Block 14, Buccaneer Bay, a distance of 110.53 feet to the Southeast corner of said Lot 1, Block 14, Buccaneer Bay, said point also being on the Westerly right-of-way line of Buccaneer Boulevard; thence S10°14'57"W, along said Westerly right-of-way line of Buccaneer Boulevard, a distance of 111.77 feet; thence Southwesterly along said Westerly right-of-way line of Buccaneer Boulevard on a curve to the left with a radius of 771.73 feet, a distance of 68.24 feet, said curve having a long chord which bears S07°42'59"W, a distance of 68.21 feet to the Point of Intersection of the Westerly right-of-way line of Buccaneer Boulevard and the Westerly extension of the Southerly right-of-way line of Blackbeard Drive; thence S82°57'37"E, along said Southerly right-of-way line of Blackbeard Drive and the Westerly extension, thereof, a distance of 209.02 feet to the Northwest corner of Lot 48, Block 11, Buccaneer Bay; thence along the Westerly and Southerly line of said Block 11, Buccaneer Bay on the following described courses; thence S07°02'23"W, a distance of 140.00 feet; thence S81°52'21"E, a distance of 216.34 feet; thence S09°49'51"E, a distance of 153.09 feet; thence S06°30'00"E, a distance of 975.00 feet; thence S14°17'10"E, a distance of 200.34 feet; thence S43°38'44"E, a distance of 217.58 feet; thence S75°25'33"E, a distance of 231.41 feet; thence N75°49'02"E, a distance of 207.38 feet; thence N63°52'39"E, a distance of 217.27 feet to a point on the East line of the SW 1/4 of the NE 1/4 of said Section 5; thence S00°00'25"W, along said East line of the SW 1/4 of the NE 1/4 of Section 5, a distance of 358.99 feet to the Point of Beginning.

Said tract of land contains an area of 378.249 acres, more or less.

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PCA Property

and also the following described tract of land:

LEGAL DESCRIPTION
TRACT "B"
PCA PROPERTY

A tract of land located in the SE 1/4 of Section 31, Township 13 North, Range 13 East of the 6th P.M., lying South of the Centerline of the Platte River and North of the North right-of-way line of the Burlington Northern Railroad (formerly Chicago, Burlington and Quincy Railroad); and a tract of land located in the SW 1/4 of Section 32, Township 13 North, Range 13 East of the 6th P.M., lying south of the centerline of the Platte River and North of the North right-of-way line of the Burlington Northern Railroad (formerly Chicago, Burlington and Quincy Railroad), all located in Cass County, Nebraska, said tracts of land more particularly described as follows:

Commencing at the Northeast corner of said SW 1/4 of Section 32; thence S89°56'44"W (Assumed Bearing) along the North line of said SW 1/4 of Section 32, a distance of 500.85 feet to a point on said North right-of-way line of the Burlington Northern Railroad, said point also being the Point of Beginning; thence along said North right-of-way line of the Burlington Northern Railroad, on the following described courses: Thence S58°59'47"W, a distance of 405.10 feet; thence Southwesterly on a curve to the right with a radius of 5131.16 feet, a distance of 86.57 feet, said curve having a long chord which bears S59°28'47"W, a distance of 86.57 feet; thence Southwesterly on a curve to the right with a radius of 3769.72 feet, a distance of 215.48 feet, said curve having a long chord which bears S61°36'02"W, a distance of 215.45 feet; thence Southwesterly on a curve to the right with a radius of 5131.16 feet, a distance of 86.57 feet, said curve having a long chord which bears S63°43'17"W, a distance of 86.57 feet; thence S64°12'17"W, a distance of 910.50 feet; thence Southwesterly on a curve to the right with a radius of 2995.74 feet, a distance of 131.15 feet, said curve having a long chord which bears S65°27'32"W, a distance of 131.14 feet; thence Southwesterly on a curve to the right with a radius of 2234.22 feet, a distance of 527.47 feet, said curve having a long chord which bears S73°28'35"W, a distance of 526.24 feet to a point on the West line of said Section 32; thence N00°16'12"W, along said West line of Section 32, a distance of 25.35 feet to a point on said North right-of-way line of the Burlington Northern Railroad; thence Westerly, along said North right-of-way line of the Burlington Northern Railroad, on a curve to the right with a radius of 2209.22 feet, a distance of 471.12 feet, said curve having a long chord which bears S86°14'27"W, a distance of 470.23 feet; thence N04°17'20"E, a distance of 788.91 feet to a point on said centerline of the Platte River; thence Northeasterly along said centerline of the Platte River on a curve to the left with a radius of 4247.80 feet, a distance of 1702.44 feet, said curve having a long chord which bears N82°48'26"E, a distance of 1691.07 feet to a point on said North line of the SW 1/4 of Section 32; thence N89°56'44"E, along said North line of the SW 1/4 of Section 32, a distance of 865.10 feet to the Point of Beginning.

Said tract of land contains an area of 30.909 acres, more or less.

#55

PCA Property

and except for the following described tract of land:

LEGAL DESCRIPTION
TRACT "C"
EXCEPTION TO PCA PROPERTY

A tract of land located in the SW 1/4 of the NE 1/4 of Section 5, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said NE 1/4 of Section 5; thence N00°05'41"W (Assumed Bearing), along the West line of said NE 1/4 of Section 5, a distance of 342.43 feet; thence N89°54'19"E, a distance of 53.79 feet to the Point of Beginning; thence N16°00'08"W, a distance of 65.17 feet; thence N26°17'19"W, a distance of 65.17 feet; thence N58°34'05"E, a distance of 150.00 feet; thence Southerly on a curve to the right with a radius of 513.50 feet, a distance of 184.38 feet, said curve having a long chord which bears S21°08'44"E, a distance of 183.39 feet; thence S79°08'28"W, a distance of 150.00 feet to the Point of Beginning.

Said tract of land contains an area of 0.545 acres, more or less.

#76054
8-7-87
Revised 8-26-87

RIGHT-OF-WAY EASEMENT

227

I, 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 (S $\frac{1}{2}$) of Section 28, Part of Section 32, Part of Section 33 and the part of the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) 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 (NW $\frac{1}{4}$) of Section 4 and part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5, and part of the East Half (E $\frac{1}{2}$) of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) 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 Philpott \$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 Lincoln Telephone & Telegraph Company, 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)

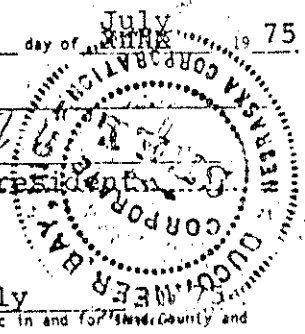
CONDITIONS:

- (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, 1975

Buccaneer Bay, Inc.

By: Sterling R. Flott President



STATE OF _____
COUNTY OF _____

STATE OF NEBRASKA
COUNTY OF Douglas

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

On this 22 day of July, 1975 before me the undersigned, a Notary Public in and for Douglas 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 at _____ in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

DIANA L. ORR
General Notary - State of NEBR.
My Commission Expires
MAY 24, 1979
Diana Orr
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: _____

Dist. Sec
Transmission Engineer AA Date 4/25 Contract and Specifications Engineer AA Date 4/25

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

Section 28, 32, 33, 34 Township 13N North, Range 13E East Salesman Code Engineer Ferry Est. #81000, W.O. # 6200
Section 4, 5, T12N, R13E

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 11 A.M. IN BOOK 19 OF Misc.
PAGE 398 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot

FW \$ 34.25
Doc. # 19

COMPARED

Covenants dated July 24, 1975 and recorded in Miscellaneous 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.

(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) 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 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 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.

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. 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.

GENERAL NOTARY - State of Neb.
ROBERT C. DOYLE
My Comm. Exp. Aug. 28, 1979

Aug. 28, 1979

Robert C. Doyle
Notary Public
Robert C. Doyle