

**AMENDED**  
**PROTECTIVE COVENANTS**  
**OF BLOCKS 1 THROUGH 20,**  
**ALL IN BUCCANEER BAY**

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

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

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

**AMENDED DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

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

**EXCEPTIONS:** Excepted from these amended covenants are any dwelling, accessory building, fence or any other structure which is legally and permanently affixed to said Lots and which was in place prior to November 1, 2004. All subsequent additions, changes or alterations to the Lot or the structures thereon are subject to these amended covenants.

**ARTICLE I**  
**DEFINITIONS**

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

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

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

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

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

**ARTICLE II**  
**ARCHITECTURAL CONTROL**

**Section A.** No dwelling, fence, wall or other structure shall be commenced, erected, placed or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to harmony of design with the surroundings and the effect of the structure on the topography and on the outlook from the adjacent or neighboring properties. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale and shall be accompanied by a plot plan showing the Lot dimensions and the respective location of the construction on the Lot. The applicant shall include samples of externally applied colors with the submission. The Architectural Control Committee may, at their discretion, require the applicant to submit samples of other materials that are to be included in the construction. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs:

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

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

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

**ARTICLE III**  
**PROPERTY RIGHTS**

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

**Section B. Owner’s Legal Remedies.** If there shall be a violation or threatened or attempted violation of any Covenant, it shall be lawful for any person or persons owning real property situated within these Properties to prosecute under proceeding at law or in equity against any or all persons violating or attempting to violate these Covenants to secure an injunction against or recover damages from such person or persons violating these Covenants. Nothing herein, however, shall require the Declarant to undertake to enforce these Covenants.

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

## **1. CONSTRUCTION**

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

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

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

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

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

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

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

**g. OCCUPANCY:** No trailer, camper, basement, tent, shack,

garage, barn or other building erected on said Lots shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence

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

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

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

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

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

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

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

**j. GARAGE AND DRIVEWAY:** Each dwelling shall have

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

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

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

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

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

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

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

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

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

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

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

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

## **2. MAINTENANCE:**

**a. ANNOYANCES AND OFFENSIVE EMISSIONS:** No noxious or offensive trade or activity shall be carried upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

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

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

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

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

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

**g. STREET CORNERS:** All fences, walls, gateways, ornamental structures, hedges, shrubbery and other fixtures shall be so constructed, built and maintained so as to provide clear, unobstructed vision at corners of street intersections.

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

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

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

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

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

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

**n. VEHICLE REPAIR:** All repair or maintenance work on automobiles, boats, camping trailers, van type campers, auto drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self propelled

vehicles that exceeds a continuous period of forty-eight (48) hours shall be done in the garage. Commercial repair or maintenance of vehicles shall not be permitted on any Lot.

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

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

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

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

#### **ARTICLE IV** **AMENDMENTS**

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

#### **ARTICLE V** **GENERAL PROVISIONS**

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

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

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

*These amended covenants were filed at the Cass County Court House on June 22, 2005. The list of signatures that made up the 75% of lot owners needed to adopt the revised covenants is also on file at the courthouse.*