

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

DECLARANTS further hereby declare that Lots 1 through 19, inclusive, Block 21; Lots 1 through 21, inclusive, Block 22; Lots 1 through 28, inclusive, Block 23; Lots 1 through 10, inclusive, Block 24; and Lots 1 through 101, inclusive, Block 26, all in Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the

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

ARTICLE I. Definitions

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

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

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

ARTICLE II. Property Rights

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

2. Owner's Legal Remedies. If there shall be a violation or threatened or attempted violation of any covenant, it shall be lawful for any person or persons owning a Lot or Lots covered by these Amended Protective Covenants to prosecute under proceedings at law or in equity against all persons violating or attempting to violate these Covenants to secure an injunction against or recover damages from such person or persons violating these Covenants. Nothing herein, however, shall require the Developer or Declarants to undertake to enforce these Covenants.

3. Restrictions. Every owner shall have full rights of ownership and enjoyment to his individual lot, subject to the following restrictions:

(a) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted to remain on any building lot. However, property owners may have limited open wood burning fires, such as bonfires, or camp-fires, when being tended, but all fires shall be banned when open fires are banned by the State Fire Marshall. Except while under construction, any wood storage piles and

equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view.

(b) No trailer, camper, basement, tent, shack, garage, barn or other non--residential building may be erected on said real estate at any time to be used as a permanent or temporary residence. Provided, however, Lot owners who had trailers in place on the recording date of this amendment shall be permitted to continue such use until there is a change in ownership of the Lot for any reason. This right is not transferable and shall apply to the existing trailer only.

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

(d) No cattle, horses, sheep, poultry, hogs or any other livestock shall be kept or maintained on any lot in Buccaneer Bay. This paragraph shall not be construed, however, as a prohibition of the keeping of ordinary domestic pets.

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

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

(g) In addition to the easements shown on the final plat of Buccaneer Bay, a perpetual license and easement is hereby reserved in favor of and granted to Lincoln Telephone and Telegraph Company, Omaha Public Power District, Sanitary and Improvement District No. 5 of Cass County, Nebraska, and their successors and assigns, to erect, operate, maintain, repair and renew utility lines, poles and other instrumentalities for the delivery of utilities throughout the addition over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in Buccaneer Bay; said license and easement being granted for the use and benefit of all present and future owners of lots in said addition. Within the easement areas, no structures or planting other than grass or other suitable ground cover shall be maintained.

(h) Unless diseased, no trees shall be destroyed or removed from any lots except to the extent necessary for the construction of residential structures according to approved plans.

(i) As an aid to freer movement of vehicles at street intersections and in order to provide adequate protection for the safety of children, pedestrians, operators of vehicles and/or property, all fences, walls, gateways, ornamental structures, hedge, shrubbery and other fixtures shall be so constructed, built and maintained so as to provide clear, unobstructed vision at corners of street intersections.

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

(k) No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than dwellings not to exceed two and on-half stories in height, a private garage, attached breezeways and other out buildings incidental to such residential uses.

(l) Each dwelling shall contain at least one attached, detached or basement double car garage and driveway constructed of concrete, brick or asphaltic material which is a minimum of ten (10) feet wide with sufficient area to provide off-street parking for at least two automobiles.

(m) Prior to constructions, plans and specifications, including a site plan and building elevations, shall be submitted, in duplicate, to the Developer for approval. Such approval shall be within the sole discretion of the Developer and shall relate to the quality of the materials used; the harmony of the design and site plan with the development and environment; and the location of the buildings with respect to the topography of the lot. Alteration of the exterior of any building (other than ordinary maintenance) shall likewise require the approval of the Developer.

(n) No signs whatsoever, including but without limitation to commercial signs, political signs and similar signs visible from streets and neighboring property or roads shall be erected or maintained upon any lot except; (1) such signs as shall be required by legal proceedings; (2) residential identification signs of a combined total face area of two (2) square feet or less for each residence; (3) during the time of construction of any residence or other improvements, job identification signs having a maximum face area of two (2) square feet per sign and of a type usually employed by contractors, subcontractors, and tradesmen; and (4) not more than one "For Sale" or "For Rent" sign having a maximum face area of two (2) square feet.

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

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

ARTICLE III. Architectural Control

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

ARTICLE IV. Amendments

This Declaration may be amended by an instrument signed by not less than Sixty-six (66%) percent of the Lot owners. Any amendment must be recorded.

ARTICLE V.
General Provisions

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

The undersigned being ninety (90%) percent of the Owners of all Lots in Block 21 and Lots 2 through 20, inclusive in Block 22, Buccaneer Bay hereby adopt this Amendment for the Lots named herein.

Note: the signature pages are left off. They can be reviewed at the Cass County Court House. These covenants were filed in September 1997.