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Jaune K. Helmer
REGISTER OF DEEDS

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

WHEREAS, on the on or about the 23rd day of December 1996, BAY HILLS LIMITED PARTNERSHIP, a Nebraska Limited Partnership, (referred to the "Declarant") being the owner and the developer of the real property situated in Block 27 of the Buccaneer Bay Subdivision, Cass County, Nebraska, made and recorded a Declaration of Covenants, Conditions, and Restrictions for Block 27 Buccaneer Bay (hereinafter the "Declaration of Covenants").

WHEREAS, the Declaration of Covenants were to run with the land and bind the land for a term of twenty five (25) years from the date of the recording of the Declaration of Covenants.


WHEREAS, the Declaration of Covenants were filed in Book 49 Page 386 in the Miscellaneous Records of the Cass County Register of Deeds on January 7, 1997, and pursuant to Article V (B) of the Declaration of Covenants, said covenants may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.

WHEREAS, the undersigned constituting not less than ninety percent of lot Owners of the Properties within Block 27 in the Buccaneer Bay Subdivision and desire to Amend the Declaration of Covenants primarily to extend the term of Said Declaration of Covenants.

NOW WHEREFORE, the undersigned constituting not less than ninety percent of lot Owners of the Properties within Block 27 in the Buccaneer Bay Subdivision hereby amend the Declaration of Covenants and adopt the Amended Declaration of Covenants as follows:

WITNESSETH:

WHEREAS, this Amended Declaration of Covenants shall apply to, be binding upon and run with the land of all lots within Block 27 including, but not limited to **Lots 1A through 20B, inclusive, and Lots 21 through 62, inclusive, Outlot C1R, Outlot C2R, Outlot C3R, and all other lots within Block 27 as replatted or amended from time to time, all in Block 27, Buccaneer Bay,** a subdivision as surveyed, platted and recorded in Cass County, Nebraska.



It is hereby declared 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, out lots C1R, C2R, and C3R, 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 to include Block 27 Lake Lot Owners Association, Inc.
- 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 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.
- 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 trash burner 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