

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 sign erected by the Declarant, or his agents, in his development of Buccaneer Bay or signs approved by the Architectural Control Committee in writing.
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 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.

5. **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.
6. **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.
7. **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.
8. **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

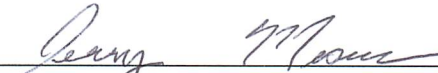
- A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain 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 twenty five years (25) years from the date that this Amended 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 undersigned, being not less than ninety (90) percent of the Owners of the Properties hereby adopt and affix their signatures to this instrument the Amended Declaration of Covenants.

CERTIFICATE VERIFYING SIGNATURES AND AMENDMENT TO DECLARATION

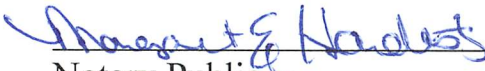
The undersigned being the elected President of the Block 27 Lake Lot Owners Association, states and declares that he has personal knowledge of the ownership of the lots contained within Block 27 of Buccaneer Bay Subdivision, Cass County, Nebraska, and hereby certifies and verifies that the above and foregoing signatures constitute not less than 90 percent of the Owners of Properties located within Block 27 in the Buccaneer Bay Subdivision.

Dated: 29 Oct 2021


Jerry Misiewicz

On this 29th day of October, 2021, before me, a Notary Public, came Jerry Misiewicz and acknowledged execution of the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me on this 29th day of October 2021


Notary Public

