

STATE OF NEBRASKA } ss.  
Hitchcock County }  
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SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

RETURN TO: Paul Dwyer  
PO Box 535  
Trenton NE 69044

TITLE OF DOCUMENT Castaway Covenants



**Castaway Parkway ~ Filing 2  
Declaration of Covenants and Restrictions**

The Protective Covenants are designed to create a cohesive development providing opportunities for individual needs and creative design for each project: within Castaway Parkway - Filing 2. Any part, of the Declaration of Covenants and Restrictions that referred to the Developer, shall hereafter mean Diamond J Enterprises LLC, owners, in accord with P2P LLC, managers.

**LAND USE:**

Site development within Castaway Parkway - Filing 2 shall conform to the Commercial and Residential Use Regulations of Hitchcock County. All mineral rights are reserved.

**PURPOSE:**

The purpose of these protective covenants is to:

- a) Protect the owners and the tenants of the building and sites against improper use of surrounding premises and buildings as will depreciate the value of their property
- b) Promote improved environment and design
- c) Prohibit nuisances of noise, vibration, heat, smoke, odor, glare, visual pollution, or other objectionable influences as will depreciate the value of the property and improvements within and abutting the development
- d) Encourage the erection of attractive and compatible permanent improvements appropriately located to promote maximum harmonious appearance
- e) Assure that the development of Castaway Parkway - Filing 2 will promote the general welfare of its occupants

**PROCEDURE:**

All development within Castaway Parkway - Filing 2 must be reviewed in approved by Diamond J Enterprises LLC, owners, and P2P LLC, managers. The developer is responsible for compliance with all applicable Statutes, Codes, Ordinances or Regulations adopted by Hitchcock County. Plans and specifications shall include, but are not limited to, the following:

- a) A topographical plot showing existing and planned final contour grades and showing the location of all improvements, structures, walks, patios, driveway, fences/walls and utilities/utility easements. Lot drainage provisions shall be indicated
- b) Building floor and roof plans
- c) External elevations illustrating all sides of this structure
- d) Descriptions of materials could be used
- e) Structural design
- f) Easements, setbacks and utility connections
- g) A site plan showing the location of all improvements and those that may occur in in future phases

Building permits must be filed and approved by Hitchcock County Zoning prior to development.

**SETBACK REQUIREMENTS:**

- a) All building shall have a minimum at front, side and back set back of 25 feet
- b) Maximum coverage of the building area on any lot shall not exceed 50% of the total lot area
- c) No utilities should be within the setbacks
- d) No tree or shrubs shall be planted within the setbacks

**BUILDING LOCATION:**

Buildings are to be located on each site in a manner that is efficient, appropriate to the site conditions, effective to the overall architectural composition and compatible with neighboring projects. No more than two building structures per lot. Diamond J Enterprises LLC, in accord with P2P LLC, will consider and approve the site plan as part of the overall project review.

**BUILDING HEIGHTS:**

Maximum height of all buildings shall be two (2) stories not to exceed 35 feet. Request to exceed the height limits will be heard by Diamond J Enterprises LLC and P2P LLC.

**LANDSCAPING AND MAINTENANCE:**

Landscaping within each site, all drainage in easement areas, and adjacent unpaved streets rights-of-way, once installed, shall be maintained by the owner in a neat and adequate manner including trimming, watering in removal of weeds from planted areas. Owners of any undeveloped lot(s) shall maintain said lots free of rubbish, noxious weeds, and mosquito bearing pond conditions. If lot is not maintained occupant will be given a written warning and will have seven (7) business days to get what in compliance with covenants. If after a written warning, is second written warning will be given and the issues will be subcontracted out and billed to occupants. If not paid within 30 days, finance charges will be assessed and a tax lien will be filed.

**ARCHITECTURAL CHARACTER:**

Architectural guidelines produce orderly and aesthetically pleasing development. The architectural character envisioned for Castaway Parkway is to achieve an overall continuity by use of similar or compatible materials, earth tones/natural colors and textures. Exterior materials should conform to and be compatible with external design of neighboring and adjacent structures.

**PARKING:**

All lots are to be designed in landscape to minimize the adverse visual environmental impact of large parking areas. Landscaping shall include grading, earthworms, seating, siding, raised planters, decorative walls or fencing, conifer trees and shrubs, ground cover, sand gravel and or other landscape materials. All parking areas and access areas shall be paved with concrete, asphalt, sand, gravel/rock and properly graded to ensure proper drainage. No noxious, illegal, dangerous, or junked vehicle, recreational vehicle, watercraft, equipment or material of any kind shall be placed or permitted to remain on any site.

**SIGNS:**

All proposed plans for signs to be erected including design, materials, orientation, location, size, color and lighting shall be reviewed by Diamond J Enterprises LLC and P2P LLC. Flashing or animated signs are prohibited.

**ROAD MAINTENANCE & SNOW REMOVAL:**

Roads will be maintained by T & K ventures LLC, at which they will be responsible for snow removal, water drainage, weed control and general road conditions. And once a year fee of \$500/lot will be paid to P2P LLC, PO Box 481, Trenton, Nebraska 69044, due December 31st of each year. If fee is not paid by due date, a tax lien will be filed on said property.

**BULK STORAGE:**

Bulk storage is prohibited.

**RESIDENTIAL BUILDING STANDARDS:**

- a) No single-wide trailer houses
- b) Minimum of 1200 square footage
- c) Must have concrete foundation
- d) Will be bound by the landscape and maintenance covenants
- e) Animals need growing vegetation and therefore will be limited to four (4) animals per lot. All animals will be kept within their property in accordance to covenants and Hitchcock County rules and regulations
- f) Animal control: there will be no breeding facilities
- g) Each property owner will be responsible for water, sewer, electrical to state and local regulations
- h) ALL subcontractors must be licensed in insured in the state of Nebraska
- i) No more than two building structures per lot

**TEMPORARY STRUCTURES:**

No structure of a temporary character of any kind shall be permitted on the property except during the construction period. This is not to preclude the Developer from using temporary

building as a Sales Office or Information Office if such temporary structure is compatible with the letter and intent of these covenants.

**DEBRIS/TRASH:**

All debris/trash must be placed in a privately contracted dumpster to be removed on a regular basis. Burn barrels and trash pits are prohibited. Roll off dumpsters are highly recommended during the construction of the property. Owner is responsible for ALL debris removal.

**PERMITTED USES:**

All provisions of this covenants are supplemental to all the applicable provisions of the Hitchcock County Zoning Ordinances, rules, and guidelines and our promulgated in addition to those.

**OVERHEAD WIRES:**

All electrical, telephone, fiber and other wires to buildings shall be installed underground

**OUTDOOR STORAGE IN WASTE DISPOSALS:**

- a) All outdoor storage facilities must be enclosed by a fence approved by Diamond J Enterprises LLC and P2P LLC
- b) No materials or waste shall be deposited upon a property in such a form or manner that they may be transferred off the property by natural causes or forces
- c) All materials or waste which might cause fumes, dust, litter or which constitute a fire hazard, or which may be edible by or otherwise attractive to rodents or insects shall be stored outdoors only in closed containers

**WATER POLLUTION:**

All NPDES, Phase II, or most current water regulations shall be complied with. Run-off shall not be directed to cause adverse effects on any other tenant of the development.

No water pollution shall be emitted by the manufacturing or other processing. In a case in which potential hazards exist, it shall be necessary to install safeguard acceptable to the Nebraska Department of Health/environment before operation of facilities may begin.

**SITE LIGHTING:**

Exterior lighting should be designed to enhance the atmosphere and safety in areas. Lights shall be so oriented and shielded that they do not shine directly into abutting property. Exterior spotlighting or other illumination shall be so isolated as to eliminate any nuisances to adjoining districts in or properties or traffic on public highways.

**RECREATIONAL VEHICLES:**

UTV/Side by Sides/ATV/Golfcarts will be allowed as long as they are utilized responsibly on specified roads. Speed limits for such vehicles will be 10 MPH for the safety of operator and others.

**SUBDIVISION:**

The property shall not be subdivided until a written plan has been submitted in approved by Diamond J Enterprises LLC, P2P LLC, and Hitchcock County Zoning Administrator.

**REACQUISITION:**

The Developer will re-acquire from the purchaser any site which remains unimproved for a period of eighteen (18) months, from the date of sale, or such lesser as may be agreed to between purchaser and Diamond J Enterprises LLC. Improvement shall include a building in accordance with the Building Standards here in such reacquisition shall occur immediately upon the expiration of the eighteen (18) months or lesser period at the original purchase price by warranty deed

**RESALE AND SUBLEASE RIGHTS:**

Each purchaser of property from Diamond J Enterprises LLC, shall be required to develop the property in the manner as outlined by these covenants. Should no development take place on the property and the purchaser wishes to sell to a second party, he/she must receive permission in writing from Diamond J Enterprises LLC. If for some reason, Diamond J Enterprises LLC refuses this permission, Diamond J Enterprises LLC must repurchase the property from the purchaser at the original purchase price. All subleases must be approved by Diamond J Enterprises LLC

**ENFORCEMENT:**

In the event an OWNER fails to perform in accordance with these covenants and restrictions, diamond J enterprises LLC, excluding drainage reserves in right-of-way, and approval by diamond J enterprises LLC, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a nuisance abatement.

**AMENDMENTS:**

The covenants and restrictions herein may be amended in-whole or in-part at any time by an Instrument executed and in recordable form by Developer, excluding draining reserves and right-of-way, in approval by Diamond J Enterprises LLC.

TERMS OF COVENANTS:

These covenants shall be binding and effective and upon all owners, purchasers, leases, heirs, devisees, legatees, trustees, successors, or assigns of land covered hereunder until December 31, 2035, and shall be continued automatically for successive periods of 10 years each, excluding draining reserves and rights-of-way and approval by the Governing Body of Hitchcock County.

OTHER PROVISIONS:

Each and every Owner and Occupant of any portion of the Property or who holds any interest in the Property shall and does by accepting title to its interest in the Property, agree to indemnify, defend, and hold harmless Diamond J Enterprises LLC, its agents, employees, and successors, as well as P2P LLC, its agents, employees, and successors, against in from all claims for injury or death to persons, or damage to or loss of personal property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the Property occupied, owned by, or under the control of such Owner or Occupants, the use and/or possession of such portion of the Property, in the conduct of business and any other activities by such Owner or Occupant or his guests invitees on any portion of the property.

We, the undersigned, approve and agree to the Declaration of Covenants and Restrictions.

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Purchaser

\_\_\_\_\_  
Purchaser

  
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Diamond J Enterprises LLC

