

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Riverside Lakes, Inc., a Nebraska corporation, James D. Carpenter and Dorothy F. Carpenter, husband and wife, Gentry R. Davis, and Willa B. Davis, husband and wife, and Barbara J. Brock, a single person, being the owners of the following described real estate, to-wit:

Lots One (1) through Sixteen (16), inclusive, Lots Eighteen (18) through Twenty-four (24), inclusive, Lots Twenty-five (25) through Seventy-eight (78), inclusive, Lots Eighty (80) through One Hundred Twenty-two (122), inclusive, Lots One Hundred Twenty-seven (127) through One Hundred Sixty-six (166), inclusive, Lots One Hundred Seventy (170) through Two Hundred Six (206), inclusive, Lots Two Hundred Twelve (212) and Two Hundred Thirteen (213), Lots Two Hundred Twenty (220) through Two Hundred Sixty-seven (267), inclusive, and Lots Two Hundred Seventy-three (273) through Two Hundred Ninety-seven (297), inclusive, all in Riverside Lakes, a Subdivision located in a part of the South One-half (S $\frac{1}{2}$) of the North One-half (N $\frac{1}{2}$) and the North One-half (N $\frac{1}{2}$) of the South One-half (S $\frac{1}{2}$) of Section Twenty-three (23), Township Fifteen (15) North, Range Ten (10) East of the Sixth P.M., Douglas County, Nebraska,

do hereby state, declare and publish that all of the lots in said tract above described are, and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions, and easements, namely:

1. These Covenants are to run with the land and shall be binding and shall inure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives,

in whole or in part, said agreement to be executed and recorded in the manner provided by law.

If the Owner of any said lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Each of the provisions hereof is several and separable.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. All said herein described lots shall be known and described as residential lots, with the exception of Lots 212 and 213, which shall be zoned commercial. All dwellings shall be single family dwellings, with a minimum of a single or double car garage.

3. No building, fence, wall, signboard, or other structure shall be erected, altered, or placed on any building plot in this Subdivision until complete plans, specifications, and plot plan showing location of such buildings or improvement have been approved in writing by the Riverside Lakes Recreational Cooperative Association, a non-profit Nebraska corporation organized by and for the mutual

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn, or other out-building erected on the 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.

6. Dwellings shall be restricted to the following minimum square foot ground floor area and setback distances for certain sections of the said lots as set forth below. These sections and the minimum floor areas for houses (exclusive of garage and porches) and setback requirements are as follows:

FISHING LAKE

- Lots 1 through 16, inclusive, 1200 square feet
- Lots 18 through 24, inclusive, 1200 square feet
- Lots 25 and 26, 1400 square feet
- Lots 27 through 38, inclusive, 1600 square feet
- Lots 39 through 64, inclusive, 1400 square feet

10 foot side yard

35 foot street setback

50 foot water setback from contour line 1104

- Lots 273 through 297, inclusive, 1400 square feet

10 foot side yard

35 foot street setback

50 foot water setback from contour line 1104 except retaining walls may be 40 foot setback from contour line 1104.

BOATING LAKE

Lots 162 through 165, inclusive, 1600 square feet

Lots 166 and 170, 1400 square feet

Lots 171 through 179, inclusive, 1600 square feet

Lots 180 through 206, inclusive, 1400 square feet

12 foot side yard except on irregular lots on which one building corner may be 10 feet, and except lots 192 through 206, inclusive, may have a 10 foot side yard.

35 foot street setback

50 foot water setback from contour line 1104 except retaining walls may be 40 feet setback from contour line 1104.

OFF-LAKE LOTS

Lots 65 through 78, inclusive 1200 square feet

Lots 80 through 90, inclusive 1200 square feet

Lots 91 through 93, inclusive, 1400 square feet

Lots 94 through 96, inclusive, 1200 square feet

Lots 97 through 120, inclusive, 1400 square feet

Lots 121 and 122, 1200 square feet

Lots 220 through 242, inclusive 1200 square feet

Lots 243 through 259, inclusive 1200 square feet

Lots 260 through 267, inclusive 1400 square feet

10 foot side yard

35 foot street setback

A dwelling with an L-shaped attached garage may be allowed a 25 foot setback from the front property line on lakefront lots if the door openings do not face the street.

Twenty-five per cent off ground floor area is permitted for two story, one and one-half story and step-up dwellings provided

all space on both levels is finished.

8. The side yard setback on a corner lot shall not be less than one-half of the distance of the street yard setback. In any event, no building shall be located on any lake residential building plot nearer than 35 feet to the street lot line nor nearer than 50 feet to any water line. Any grade change exceeding 18 inches or more must have the approval of the Architectural Committee.

9. For a period of 15 years from the date hereof no owner of any property in the Subdivision shall sell, lease, or permit said premises to be occupied by any persons (except domestic servants and members of his family), nor during said period of time shall any person purchase or own any property in said subdivision who are not stockholders of the Riverside Lake Recreational Cooperative Association, or whose application for membership in said Association, has not been approved by the Board of Directors of said Association, provided, however, that this paragraph shall not apply to nor prevent the good faith mortgaging or encumbering of said property, nor the transfer of said property by operation of law or in satisfaction of bonafide liens, nor shall it prevent the selling, leasing, or occupation of said property by any person who has acquired same by operation of law or in satisfaction of any bonafide lien.

10. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants.

the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs, shall be permitted to remain on any part of any lot.

11. All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat, and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs and removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever, the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the existence of the objectionable condition.

12. Erection and maintenance of any stable or other shelter for livestock, or fowl, and the keeping of dog kennels, livestock and fowl within the subdivision are prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand.

13. No sign, billboard, or other structure for advertising of the display of advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation, or association, carrying on a permitted business or a trade or profession therein, without the permission in writing of the Board of Directors of the Association.

14. Fences - All fences shall be maintained in good repair.

extend more than 6 feet into the water, must be of permanent type and of the same design and material as the dwelling, and must be approved by the Association.

Parking - All dwellings must provide for at least three off-street parking spaces. However, driveways are included to meet this requirement.

Driveways - All driveways must be of dustless surface, or crushed rock with a restraining edge stripping, or concrete, black top, or gravel.

Plantings - No lawn or plants may be placed closer than 40 feet from elevation line 1104; however, existing trees or planted trees may be closer than 40 feet with approval of the Association.

Retaining Walls - All retaining walls will be no less than forty (40) feet from water elevation 1104, and shall be no higher than three (3) feet and shall not obstruct any adjoining property and shall be built of approved materials of rock or stone. All retaining walls must be approved by the Association.

Outbuildings - No outbuildings, tents, trailers, lean-tos of any type will be permitted on any lot.

Dumping - No dumping will be allowed.

Porches - All porches whether enclosed or not enclosed will be considered permanent building lines.

All dwellings must be of permanent type construction, equipped for year around occupancy and must have permanent type heating systems. All dwellings on the boating lake must have a minimum of

If crawl space is desired, it must be enclosed outside.

Basements will be approved for permanent construction.

Fireplaces - Any fireplace built of concrete building materials other than stone or brick must be treated or painted to coincide with the dwelling.

Roofs - All roofs must be at least 240# asphalt shingle, no rolled roofs will be allowed.

Windows - Homes must have permanent type windows.

15. The large, or boating lake shall be for the exclusive use of the owners of the lots abutting on the said lake, and their guests; the small, or fishing lake shall be for the exclusive use of the owners of the lots abutting on the said lake, and their guests; in each case such use shall be governed by the rules and regulations of the Association; and neither the owners of the lots not abutting on either lake, nor their guests, shall have any right to the use of either lake in any manner. In this connection, however, the grantors herein, or their assigns, reserve the right, through the Association or otherwise, to provide a beach and bathing facility on the large or boating lake for the benefit of the owners of all lots in the said subdivision, and their guests.

16. All plans and specifications must be approved by the officers of the Association or an Architectural Committee before construction starts on any house in said area.

17. A fee of \$75.00 must be deposited at time of approval of plans for street cuts and damage, however, if no street cuts are made and no damage occurs, the \$75.00 will be returned to the applicant

have been executed by the said James D. Carpenter and Dorothy F. Carpenter, husband and wife, Gentry R. Davis and Willa B. Davis, husband and wife and Barbara J. Brock, a single person, this

1st day of July, 1967.

RIVERSIDE LAKES, INC., a Nebraska corporation

[Signature]
President

WITNESSES

[Signature]
Secretary

[Signature]
JAMES D. CARPENTER

[Signature]
DOROTHY F. CARPENTER

[Signature]
GENTRY R. DAVIS


[Signature]
WILLA B. DAVIS

[Signature]
BARBARA J. BROCK

STATE OF NEBRASKA
: SS.
COUNTY OF DOUGLAS

On this 7 day of July, 1967, before me, the undersigned, a Notary Public in and for said county, personally came JAMES D. CARPENTER, President of Riverside Lakes, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Covenants and Easements, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal at Omaha, Nebraska, in said county, the day and year last above written.


Notary Public.

STATE OF NEBRASKA
: SS.
COUNTY OF DOUGLAS

On this 7 day of July, 1967, before me, the undersigned, a Notary Public in and for said county, personally came JAMES D. CARPENTER and DOROTHY F. CARPENTER, husband and wife, GENTRY R. DAVIS and WILLA B. DAVIS, husband and wife, and BARBARA J. BROCK, a single person, each to me personally known to be the identical persons who signed the foregoing Covenants and Easements and they, and each of them, acknowledged the execution thereof to be their voluntary act and deed.

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PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Riverside Lakes, Inc., being the owner of Lots 168 and 169 and Lots 268 through 272, both inclusive, all in Riverside Lakes, a subdivision in Douglas County, Nebraska, do hereby state, declare and publish that the said lots shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. Lots 168 and 169 shall be known and described as single family residential lots and the floor area for houses constructed thereon shall have a minimum of 1,400 square feet, exclusive of garage and porches, the said lots being hereby classified as off-lake lots.

2. Lots 268 through 272, both inclusive, shall be used for a public park and recreational area, including structures for those purposes, and for no other purpose.

3. The lots covered hereby shall also be subject to all covenants, conditions and restrictions contained in Protective Covenants and Easements filed of record in Book 451, Page 119, in the office of the Register of Deeds of Douglas County, Nebraska, including the time limitations included in paragraph 1. thereof.

IN WITNESS WHEREOF, the said Riverside Lakes, Inc., has caused these presents to be executed in its name by its Vice President, attested by its Secretary, and its corporate seal affixed this

9 day of June, 1972.

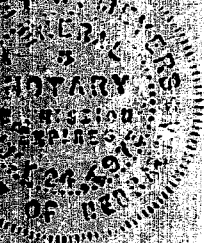
STATE OF NEBRASKA

:SS

COUNTY OF DOUGLAS

Before me, a Notary Public qualified for said county, personally came Gentry R. Davis, Vice President, and Fremont Meyers, Secretary, of Riverside Lakes, Inc., a Nebraska corporation, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the corporation.

[Handwritten Signature]
Notary Public



Call
REGISTERS
DOUGLAS COUNTY, NEBR.

Book 511 of *[Handwritten]*
Page 47

[Handwritten Signature]

78-427
Fee *[Handwritten]*

MODIFICATION OF PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, being the owners of a majority of all the lots in Riverside Lakes, a subdivision in Douglas County, Nebraska, do hereby modify and amend certain protective covenants and easements dated June 9, 1972, heretofore filed and appearing at Book 511, Page 47 of the records of the Register of Deeds of Douglas County, Nebraska, as follows:

Paragraph Two of said covenants is cancelled and annulled and it is now provided that Lots 269 through 272, both inclusive, may be used for purposes other than a public and recreational area including use for residential purposes.

DATED this 18th day of March, 1981.

RIVERSIDE LAKES, INC.

By: *Kenneth D. ...*
Vice President

SANITARY AND IMPROVEMENT DISTRICT
NO. 177 of Douglas County, Nebraska

By: *Ray Hensley*
Chairman

Attest:
By: *D. N. ...*

II

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Ken

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public in and for said County, personally appeared FREMONT MEYERS, to me known to be Vice President of Riverside Lakes, Inc., and he acknowledged his signature to be his voluntary act and deed and that of the corporation, and affixed with proper authority.

DATED this 18 day of March, 1981.



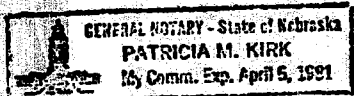
Jeffrey W. Meyers

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public in and for said County, personally appeared Roy Hensley, Chairman of Sanitary and Improvement District No. 177 of Douglas County, Nebraska, and he acknowledged his signature to be his voluntary act and deed and that of the District and affixed with proper authority.

DATED this 18 day of March, 1981.



Patricia M. Kirk

Notary Public

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AMENDED AND RESTATED
PROTECTIVE COVENANTS

REGISTERS
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

The undersigned, being the owners of the real property located in Douglas County, Nebraska, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, being the owners of more than fifty (50%) percent of the lots in Riverside Lakes, a subdivision in Douglas County, Nebraska, do hereby consent and agree, pursuant to paragraph 1 of the Protective Covenants and Easements dated July 7, 1967, filed July 11, 1967, in Book 451, Page 119 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, as amended by instrument filed December 5, 1979, in Book 625, Page 247 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, on the following described real estate, to-wit:

Lots 1 through 16, inclusive, 18 through 24, inclusive, 25 through 78, inclusive, 80 through 122, inclusive, Lots 127 through 166, inclusive, 170 through 206, inclusive, 212, 213, 220 through 267, inclusive, and 268 through 297, inclusive, Riverside Lakes, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

to amend, change and modify said Protective Covenants in the following described manner to read as follows:

1. These Covenants are to run with the land and shall be binding and shall inure to the benefit of the undersigned, their respective successors, assigns and grantees until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of 5 years unless by written agreement of two thirds of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law.

If the owner of any said lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for

2. With the exception of only those lots as may from time to time be zoned as park or common area, all said herein described lots shall be known and described as single family residential lots, and shall be used for no other purpose, notwithstanding any zoning now or hereafter in effect, including but not limited to commercial zoning of Lots 212 and 213. All dwellings shall be single family dwellings, with a minimum of an attached double car garage.

3. No building, fence, wall, signboard, or other structure shall be erected, altered, or placed on any building plot in this subdivision until complete plans, specifications, and plot plan showing location of such buildings or improvement have been approved in writing by the Riverside Lakes Recreational Cooperative Association, a non-profit Nebraska Corporation organized by and for the mutual benefit of the owners of lots in this subdivision, as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation which elevation shall be compatible with adjacent lots and shall not divert water run off on to adjacent lots.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn, out-building, or modular structure erected on the 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. Pre-built or modular structures may not be used as a residence at any time. All construction, both new construction and remodeling, including excavation and landscaping, must be completed within one year of the date of commencement.

6. Dwellings shall be restricted to the following minimum square foot ground floor area and set-back distances for certain sections of the said lots as set forth below. These sections and the minimum floor areas for house (exclusive of garage and porches) and set-back requirements area as follows:

FISHING LAKE

Lots 1 through 17, inclusive 1200 square feet

RIVER LOTS

Lots 268 through 297, inclusive 1400 square feet
10 foot side yard
35 foot street setback
50 foot water setback from contour line 1104

BOATING LAKE

Lots 127 and 128 1400 square feet
Lots 129 through 136, inclusive 1600 square feet
Lots 137 through 161, inclusive 1800 square feet
Lots 162 through 165, inclusive 1600 square feet
Lots 166 and 170 1400 square feet
Lots 167, 168 and 169 1600 square feet
Lots 171 through 179, inclusive 1600 square feet
Lots 180 through 206, inclusive 1400 square feet
12 foot side yards except on irregular lots
on which one building corner may be 10 feet,
and except Lots 192 through 206, inclusive,
may have a 10 foot side yard.
35 foot street set back
50 foot water setback from contour line 1104

OFF-LAKE LOTS

Lots 65 through 86, inclusive 1400 square feet
Lots 98 through 105, inclusive 1400 square feet
Lots 113 through 122, inclusive 1400 square feet
10 foot side yard
35 foot street setback

Lots 87 through 97, inclusive, Lots 106 through 112, inclusive, Lots 213 through 257, inclusive, Lots 262 and 265 shall be dedicated for common use, subject to regulations established from time to time by the Board of Trustees of Sanitary and Improvement District No. 177 of Douglas County, Nebraska.

A dwelling with an L-shaped attached garage may be allowed a 25 foot setback from the front property line on lakefront lots if the door openings do not face the street.

Twenty-five percent off ground floor area is permitted for two story, one and one-half story and set-up dwellings provided all space on both levels is finished living area.

7. An easement is reserved over the street 5 feet of each

building put nearer than 35 feet to the street lot line nor nearer than 50 feet to any water line. Any grade change exceeding 18 inches or more must have the approval of the Architectural Committee. Any grade change not compatible with adjacent lots will not be approved by the Architectural Committee. All construction must be completed in a workmanlike manner within one year from commencement.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedges, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on a part of the lot.

10. All lawns, trees, shrubs, hedges, walls, fences, beaches and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner.

The Association reserves the right to enter upon any lot and charge a reasonable fee for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs and removing dead or unsightly portions thereof and repairing walls of other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time not to exceed 30 days from the date of notice in writing from the Board of Directors of the Association of the existence of the objectionable condition.

11. Erection and maintenance of any stable or other shelter for livestock or fowl and the keeping of dog kennels, livestock and fowl within the subdivision is prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand.

12. No sign, billboard, or other structure for advertising or the display or advertising material of any kind shall be placed or maintained within the subdivision.

Boat Houses - Boat Houses can be built on the beach; however, they must be low enough so as not to obstruct views and cannot extend more than 6 feet into the water, must be of permanent type and of the same design and material as the dwelling, and must be approved by the Association.

Parking - All dwellings must provide for at least three off-street parking spaces. However, driveways are included to meet this requirement.

Driveways - All driveways must be of concrete or black top.

Retaining Walls - All retaining walls must be approved by the Association and shall be maintained by the property owner so as not to allow significant erosion.

Outbuildings - No outbuildings, tents, trailers, lean-tos of any type will be permitted on any lot.

Dumping - No dumping will be allowed.

Porches - All porches whether enclosed or not enclosed will be considered building lines.

All dwellings must be of permanent type construction, equipped for year around occupancy and must have permanent type heating systems. All dwellings must have a minimum of a two-car garage; and no lot shall have a detached garage. In addition, all construction shall be subject to approval of the Association, the county and any other governing bodies having jurisdiction.

Fireplace - Any fireplace built of concrete building materials other than stone or brick must be treated or painted to coincide with the dwelling.

Roofs - All roofs must be at least 240# asphalt shingle. No rolled roofs will be allowed.

Windows - Homes must have permanent type windows.

14. All plans and specifications must be approved by the officers of the Association or an Architectural Committee before construction starts on any house in said area.

15. A fee of \$75.00 must be deposited at time of approval of plans for street cuts and damage, however, if no street cuts are made and no damage occurs, the \$75.00 will be returned to the applicant upon completion of said dwelling.

16. All lake lot owners will install at least one underground drain on their lot to divert run-off water to the

Robert F. Friedrich
Owner(s) of Lot 133

Frank H. Hennrich
Owner(s) of Lot 133

Marie G. Gorbunde
Owner(s) of Lot 236

Jack Engelhart
Owner(s) of Lot 142

Patricia M. Turk
Owner(s) of Lot 142

Patricia M. Turk
Owner(s) of Lot 266

William C. Atkisson
Owner(s) of Lot 181

Phyllis J. Atkisson
Owner(s) of Lot 181

Robert J. Dyer
Owner(s) of Lot 128

James V. Dyer
Owner(s) of Lot 128

M. C. Smith
Owner(s) of Lot 124

Irvin L. Winter
Owner(s) of Lot 114

Thomas R. Cooper
Owner(s) of Lot 107
Harold J. Cooper

Owner(s) of Lot _____

Susan A. McKie
Richard N. McKie
Owner(s) of Lot 188

Constance M. McKie

Stacy L. Taylor
Owner(s) of Lot 139

Constance M. McKie
Owner(s) of Lot 139

Theresa M. McKie
Owner(s) of Lot 160

Joanna P. McKie
Owner(s) of Lot 160

Bobbie Forester
Owner(s) of Lot 137

Mary Forester
Owner(s) of Lot 137

Owner(s) of Lot _____

Owner(s) of Lot _____

Owner(s) of Lot _____

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Owner(s) of Lot _____

Owner(s) of Lot _____

**SANITARY AND IMPROVEMENT
DISTRICT NO. 177,**

**Owner of Lots 1, 2, 3, 8, 9,
13, 17, 25, 27, 41, 42, 44
through 50, 52 through 64, 66
through 103, 106 through 121,
213 through 257, 262, 265, 282
and 292**

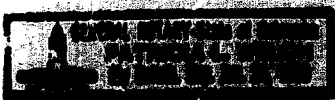
By Gary Skokan
Gary Skokan, Chairman

Attest:

John M. Gilroy
John M. Gilroy, Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
November 9, 1987, by Gary Skokan and John M. Gilroy,
Chairman and Clerk of Sanitary and Improvement District No. 177,
on behalf of the District.



Patricia A. Welch
Notary Public

Steph White
Owner(s) of Lot 134

Owner(s) of Lot _____

Doreen Kay White
Owner(s) of Lot 134

Owner(s) of Lot _____

Sandra L. Burnett
Owner(s) of Lot 252

Owner(s) of Lot _____

Syndall T. Burnett
Owner(s) of Lot 255

Owner(s) of Lot _____

Owner(s) of Lot _____

Owner(s) of Lot _____

Owner(s) of Lot _____

Owner(s) of Lot _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Stephan & Dallas
Tracy White



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

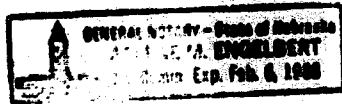
The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Janice L. & Lyndell R.
Burnett



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Richard & Susan



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Charles & Mary
Randolph

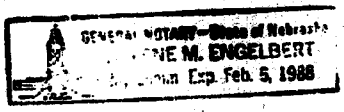


Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

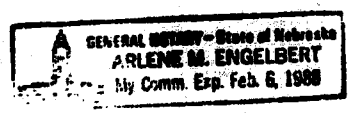
The foregoing instrument was acknowledged before me on
Nov 11, 1987, by William J. & Phyllis J. [unclear]



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

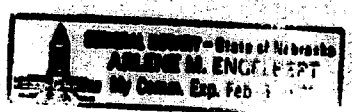
The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Rochelle James V. [unclear]



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

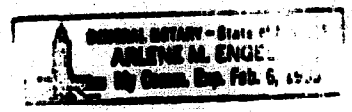
The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Mark C. [unclear]



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Harold R. Cooper



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

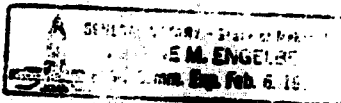
The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Amy L. Crankovich
Richard Crankovich



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

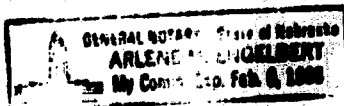
The foregoing instrument was acknowledged before me on
Nov 11, 1987, by John M. Hilary &
Elizabeth M. Hilary



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
Nov 11, 1987, by Greg J. Herman
Jeanette M. Herman



Arlene M. Engelbert
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
Nov 8, 1987, by Arlene Engelbert
Arlene Engelbert



Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, being the owners of the following described property located in Douglas County, Nebraska, to-wit:

lots 1 - 6, inclusive, 8 - 13, inclusive, 17, 19, 21, 22, 25 - 27, inclusive, 32 - 34, inclusive, 35 - 50, inclusive, 52 - 122, inclusive, 138, 142 - 144, inclusive, 151, 154, 171, 184, 199, 213 - 236, inclusive, 263, 264, 266, 268 - 272, inclusive, 278 - 290, inclusive, 282, 284, 285, 288, 290 and 292. Riverside Lakes, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

being the owners of more than fifty (50%) percent of the lots in said subdivision do hereby consent and agree, pursuant to paragraph 1 of the Protective Covenants and Easements dated July 7, 1967, and filed July 11, 1967 in Miscellaneous Book 451 at Page 119 in the office of the Register of Deeds of Douglas County, Nebraska on the following described real estate, to-wit:

Lots 1 through 16, inclusive, 18 through 24, inclusive, 24 through 78, inclusive, 80 through 122, inclusive, Lots 127 through 166, inclusive, 170 through 205, inclusive, 212, 213, 220 through 267, inclusive, and 273 through 297, inclusive, Riverside Lakes, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

to amend, change and modify said Protective Covenants in the following described manner to read as follows:

1. These Covenants are to run with the land and shall be binding and shall insure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and grantees until January 1, 1985 at which time said covenants shall be automatically extended for successive periods of 5 years unless by written agreement of a

violate any of the covenants herein, it shall be lawful for any other person or persons owning any said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Each of the provisions hereof is several and separable. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. All said herein described lots shall be known and described as residential lots, with the exception of Lots 212 and 213, which shall be zoned Commercial. All dwellings shall be single family dwellings, with a minimum of an attached double car garage.

3. No building, fence, wall, signboard, or other structure shall be erected, altered, or placed on any building plot in this subdivision until complete plans, specifications, and plot plan showing location of such buildings or improvement have been approved in writing by the Riverside Lakes Recreational Cooperative Association, a non-profit Nebraska Corporation organized by and for the mutual benefit of the owners of lots in this subdivision, as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation.

a temporary character be used as a residence.

6. Dwellings shall be restricted to the following minimum square foot ground floor area and setback distances for certain sections of the said lots as set forth below. These sections and the minimum floor areas for house (exclusive of garage and porches) and set-back requirements are as follows:

FISHING LAKE

Lots 1 through 16, inclusive	1200 square feet
Lots 18 through 24, inclusive	1200 square feet
Lots 25 and 26	1400 square feet
Lots 27 through 38, inclusive	1600 square feet
Lots 39 through 64, inclusive	1400 square feet
35 foot street setback	
10 foot side yard	
50 foot water setback from contour line 1104	
Lots 273 through 297, inclusive	1400 square feet
10 foot side yard	
35 foot street setback	
50 foot water setback from contour line 1104	

BOATING LAKE

Lots 127 and 128	1400 square feet
Lots 129 through 136, inclusive	1600 square feet
Lots 137 through 161, inclusive	1800 square feet
Lots 162 through 165, inclusive	1600 square feet
Lots 166 and 170	1400 square feet
Lots 171 through 179, inclusive	1600 square feet
Lots 180 through 206, inclusive	1400 square feet
12 foot side yards except on irregular lots on which	

35 foot street setback

50 foot water setback from contour line 1104

OFF-LAKE LOTS

Lots 65 through 78, inclusive	1200 square feet
Lots 80 through 90, inclusive	1200 square feet
Lots 91 through 93, inclusive	1400 square feet
Lots 94 through 96, inclusive	1200 square feet
Lots 97 through 120, inclusive	1400 square feet
Lots 121 and 122	1200 square feet
Lots 220 through 242, inclusive	1200 square feet
Lots 243 through 259, inclusive	1200 square feet
Lots 260 through 267, inclusive	1400 square feet

10 foot side yard

35 foot street setback

A dwelling with an L-shaped attached garage may be allowed a 25 foot setback from the front property line on lakefront lots if the door openings do not face the street.

Twenty-five percent off ground floor area is permitted for two story, one and one-half story and step-up dwellings provided all space on both levels is finished living area.

7. An easement is reserved over the street 5 feet of each lot and over 5 feet of each side lot line for utility installation and maintenance, this reservation including the right to excavate and to trim or remove trees, shrubs, vegetation, or improvements thereof if necessary.

8. The side yard setback on a corner lot shall not be

less than one half of the distance of the street

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedges, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of the lot.

10. All lawns, trees, shrubs, hedges, walls, fences, beaches and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner.

The Association reserves the right to enter upon any lot and charge a reasonable fee for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs and removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time not to exceed 60 days from the date of notice in writing from the Board of Directors of the existence of the objectionable condition.

11. Erection and maintenance of any stable or other shelter for livestock, or fowl and the keeping of dog kennels, livestock and fowl within the subdivision is prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, or gravel.

or advertisement be displayed by any person, corporation, or association, carrying on a permitted business or a trade or profession therein, without the permission in writing of the Board of Directors of the Association.

13. Fences - All fences must be approved in regard to heights, materials, and location, however, no beaches may be fenced.

Boat Houses - Boat Houses can be built on the beach, however, they must be low enough so that not to obstruct views and cannot extend more than 6 feet into the water, must be of permanent type and of the same design and material as the dwelling, and must be approved by the Association.

Parking - All dwellings must provide for at least three off-street parking spaces. However, driveways are included to meet this requirement.

Driveways - All driveways must be of concrete or black top.

Retaining Walls - All retaining walls must be approved by the Association.

Outbuildings - No outbuildings, tents, trailers, lean-tos of any type will be permitted on any lot.

Dumping - No dumping will be allowed.

Porches - All porches whether enclosed or not enclosed will be considered building lines.

All dwellings must be of permanent type construction, equipped for year around occupancy and must have permanent type heating systems. All dwellings must have a minimum of a two-car garage; and no lot shall have a detached garage. Subject to approval of the Association, the city, county, and any other governing boards

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14. All plans and specifications must be approved by the officers of the Association or an Architectural Committee before construction starts on any house in said area.

15. A fee of \$75.00 must be deposited at time of approval of plans for street cuts and damage, however, if no street cuts are made and no damage occurs, the \$75.00 will be returned to the applicant upon completion of said dwelling.

16. All lake lot owners will install at least one underground drain on their lot to divert run-off water to the lakes.

All lot owners will provide either a pump for lake or river water or a sandpoint well for the purpose of watering their lawns. Absolutely no treated water from the SID Water Plant will be used for lawn watering.

RIVERSIDE LAKES, INC.

BY James Meyers
Vice-President

#1

REAL ESTATE DEVELOPMENT CO.

BY W. Robert Quinn
President

#2

Shirley Dixon
John F. Dixon

#3

LOT 279

James M. Gandy

#4

LOT #278

James Bennett

LOT 280

#5

Ronald Bennett

LOT 280

#6

Ray Hensley
Nancy H. Hensley

LOT 285

#10 { Willie Wilbur #199

Suzanne Van Dusen

#11 { Alb. R. Bixby #184

Elizabeth B. Bixby

#12 { Robert C. Jackson #138

Patricia L. Jackson

#13 { Stanley H. Miller 212-13
M. Frances Miller

W. Kirk

lots 142, 144, 104, 105, 266

#14 { Patricia M. Kirk

Riverside Courts, under
Partnership

#15 { W. Kirk

Patricia M. Kirk

lots 95 + 96

#16 { Sandra Stenglein

Sam Stengl

#3

#4

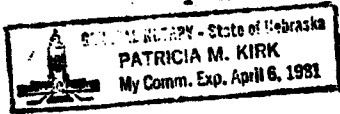
STATE OF NEBRASKA)

BOOK 625 PAGE 255

COUNTY OF Lincoln) ss.

Before me, a Notary Public, in and for said County and State, personally came William J. Taylor Vice-President of RIVERSIDE LAKES, INC., known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

1979. Witness my hand and Notarial Seal this 16 day of Nov.



Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

Before me, a Notary Public, in and for said County and State, personally came W. Robert Quinn, President of REAL ESTATE DEVELOPMENT CO., known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

1979. Witness my hand and Notarial Seal this 21st day of Nov.

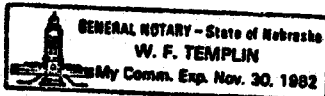


Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

43 Before me, a Notary Public, in and for said County and State, personally came John F. Dixon and Shirley Dixon, husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

1979. Witness my hand and Notarial Seal this 14 day of Nov.



W. F. Templin
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

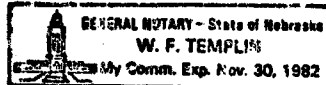
44 Before me, a Notary Public, in and for said County and State, personally came D Merrill Edgerly and Jane M Edgerly, husband and wife, personally known to me to be the identical persons

STATE OF NEBRASKA)
) ss.
COUNTY OF)

#5

Before me, a Notary Public, in and for said County and State, personally came DONALD W. BENNETT and MARILYN BENNETT husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 14 day of Nov 1979.



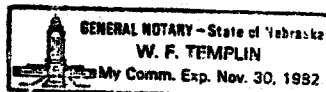
W. F. Templin
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF)

#6

Before me, a Notary Public, in and for said County and State, personally came ROY HENSLEY and NANCY HENSLEY husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 14 day of Nov 1979.



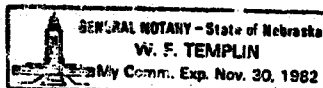
W. F. Templin
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF)

#7

Before me, a Notary Public, in and for said County and State, personally came WILLARD I FRIEDMAN and TRANA LEE FRIEDMAN husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 14 day of Nov 1979.



W. F. Templin
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF)

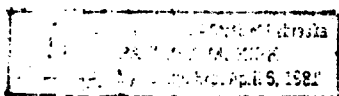
#8

Before me, a Notary Public, in and for said County and State, personally came DEBORAH W. LANGRISH and

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and State, personally came JOHN BOONE and Shirley Boone, husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 15 day of Nov. 1979.

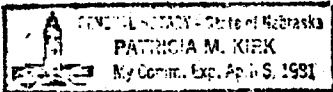


Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and State, personally came WILLIAM W. VAN DUSEN and SUZANNE N. VAN DUSEN husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 15 day of Nov. 1979.

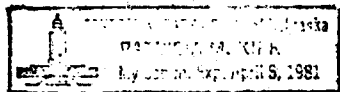


Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and State, personally came Eric R. Bixby and ELIZABETH BIXBY husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 15 day of Nov. 1979.



Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

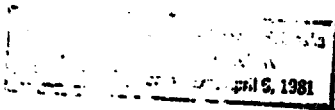
Before me, a Notary Public, in and for said County and State, personally came ROBERT C. JACKSON and PATRICIA L. JACKSON, husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

#13

Before me, a Notary Public, in and for said County and State, personally came STANLEY G. MILLER and M. FRANCES MILLER, husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 15 day of Nov, 1979.



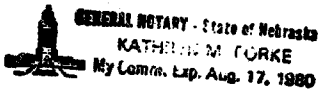
Patricia D. Birk
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

#14

Before me, a Notary Public, in and for said County and State, personally came John M. Birk and Patricia D. Birk, husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 15 day of Nov, 1979.



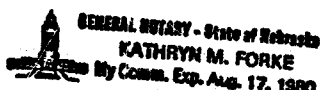
Kathryn M. Forke
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

#15

Before me, a Notary Public, in and for said County and State, personally came John M. Birk and Patricia D. Birk, husband and wife, personally known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 15 day of Nov, 1979.



Kathryn M. Forke
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and

07036683

BOOK 641 PAGE 672

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, made this 15 day of October, 1980, by RIVERSIDE COURTS, a Nebraska Partnership, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of, or has an option on certain property in Douglas County, State of Nebraska, more particularly described as:

Lots 87 - 112, inclusive, Riverside Lakes, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant desires to establish a general plan for the development of its property and to secure the enforcement of uniform restrictions and covenants upon the usage and development of the above described property; and

WHEREAS, Declarant desires to create a residential recreational community containing tennis courts and such other recreational facilities for the benefit of the residents of the community as they may desire to develop in the future.

NOW, THEREFORE, Declarant does hereby declare that the above described property shall be held, transferred, sold, conveyed, and owned subject to these covenants, easements, restrictions, charges and liens hereinafter set forth collectively referred to as "Covenants" which shall run with the land and be binding upon the owners of all said property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to the Riverside Courts Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record

36683

BOOK 641 PAGE 673

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association, for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lots 95 and 96, Riverside Lakes, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Section 5. "Lot" shall mean and refer to any of the lots subject to this Declaration with the exception of the common area.

Section 6. "Declarant" shall mean and refer to Riverside Courts, a Nebraska partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

Property Rights

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

Section 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 real properties situated within described property 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 persons or person violating these Covenants. Nothing herein, however, shall require either the Declarant or any Homeowner's Association created by the Declarant to undertake to enforce these Covenants.

BOOK 641 PAGE 674

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the common area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessments against his lot remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its Trustees.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facility to the members of his family, his guests, his tenants or contract purchasers who reside on the property.

ARTICLE III.

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any lot which is subject to the assessment.

Section 2. The Association shall have two classes of voting membership:

CLASS A: Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds such interest or interests in any unit, all such persons shall be members, and the vote for such units shall be exercised as they, among themselves, determine and designate to the Association, but in no event shall more than one vote be cast with respect to any such unit, and in the absence of such determination and designation of who is to exercise the vote, the eldest of such persons shall be deemed the person so designated.

CLASS B. Class B members shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each lot owned or under option, provided however, that when the total votes outstanding in the Class A membership in the described property, included by declaration hereinabove, shall equal the total votes outstanding in the Class B membership in such property, the Class B membership shall

ARTICLE IV.

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. Declarant, for each lot owned within the properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(a) Annual assessments or charges; and

(b) Special assessments for capital improvements by the Association, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be in charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property 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 them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the described property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. As long as the Declarant maintains a controlling interest in the Association by virtue of its voting rights, the maximum annual assessment shall not exceed \$120.00 per lot annually. As soon as the Declarant no longer maintains controlling interest in the Association, the maximum annual assessment may be increased each year by a vote of two-thirds (2/3) of the membership of the Association voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the established maximum.

that year only for the purpose of defraying, in whole or in part, the cost of any new construction, such as but not limited to a swimming pool, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the present of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the incorporation of the Association with the Secretary of State of the State of Nebraska. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year subsequent to the closing of each lot. The Board of Directors shall fix the amount of the annual assessment against each lot at the time of its incorporation.

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established by the Board of Directors. 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 specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien hereof.

ARTICLE V.

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

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("Committee"). In the event said Board of Architectural Committee 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 Board or Architectural Committee is allowed to suspend approval or disapproval only once, and for a period not to exceed an additional thirty (30) days.

ARTICLE VI

Declarant's Rights

Section 1. Outside Memberships. Until such time as fifteen (15) of the above described lots have been improved with residential structures Declarant shall, as long as it owns one or more of said lots, whether improved or unimproved, be entitled to sell, on a year to year basis, memberships for the use of the tennis courts now constructed on lots 95 and 96 for use by such "members" on the same basis and subject to the same terms and conditions as are in effect for owners. Said membership to be sold by Declarant shall not exceed twenty-four (24) minus the number of "owners" occupying completed residential structures. Any income derived from the sale of memberships shall be applied first to the maintenance of the tennis courts and lots 95 and 96. No owner shall be charged any assessment, under Article IV Section 1(a), for maintenance of the tennis courts or appurtenant area as long as Declarant is selling outside memberships. Owners shall however, be subject to assessments and charges for any activities, maintenance or construction of additional capital improvements for which no outside memberships shall be sold unless consented to by two-thirds (2/3) of each class of membership.

Section 2. Sale of Common Area. In the event that the Association should dedicate or transfer said lots 95 and 96 and the

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CONSENT TO DECLARATION

The undersigned being the Owner of the following described property to-wit:

Lots 87 through 94 and Lots 97 through 103 and Lots 106 through 112, Riverside Lakes, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

does hereby consent to and ratify the above and foregoing Declaration and does further assign all its voting and other rights hereunder to the Declarant described herein.

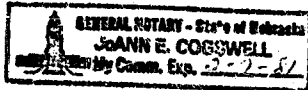
RIVERSIDE LAKES, INC.

By Fremont Meyers V.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, in and for said County and State, personally came Fremont Meyers, V.P., Riverside Lakes, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 15th day of October, 1980.



Joann E. Cogswell
Notary Public

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