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 Wills 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 Seventyeight (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 Bundred Twelve (212) and Two Hundred Thirteen (213), Lots Two Hundred Twenty. (220) through Two Hundred Sixty-seven (267), inclusive, and lots Two Hendred Seventy-three (273) through Two Hundred Minety-seven (197), inclusive, all in Riverside Takes, a Subdivision located in a part of the South One-half (S's) of the North One half (N) and the North One-half (N) of the South One-half (5%) of Section Twenty-three (23), Township Fifteen (15) North, Range Ten (10) East of the Sixth P.M., Douglas County, Nebraska,

tract above described are, and shall be owned, conveyed and used under and subject to the following covenants; conditions, restrictions, and essements, namely:

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.

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.

Invalidation of any one of these Covenants by judgment or court

Each of the provisions hereof is several and separable.

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 woned commercial, All dwellings shall be single family dwellings, with a minimum of a single or double cat garage.

De erected, Sitered, 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,

ton-profit Nebraska corporation organized by and for the mutual

- 4. No noxious or offensive trade or activity shall be carried on upon any lot now shall eavthing be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 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.
- 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 set-back requirements are as follows:

PISHING 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 feet setback from contour line 1104.

BOATING LAKE

BOOK 451 PAGE 122		
Lots 162 through 165, inclusive,	1600 square feet	
Lots 171 through 179, inclusive,		The first of the second
Tots 180 through 206, inclusive,	gular lots on which	
ing corner may be 10 feet, and entire inclusive, may have a 10 foot sid	The second secon	ign 206
50 foot water setback from conting walls may be 40 feet setback from		
OFF-LARE LOTS		
Lots 65 through 78, Anclusive	1200 square feet	
Dots 80 through 90, inclusive	. 1200 square feet	
Lots 91 through 93, inclusive,	1400 square feet	
Lots 94 through 96, inclusive,	1200 square feet	7
Lots 97 through 120, inclusive, Lots 121 and 122,	1400 square feet	
Lots 220 through 242, inclusive	1200 square feet	
Lots 260 through 267, inclusive	1406 square feet	
10 foot side yard 35 foot street setback		
A dwelling with an L-shaped attac		
25 foot setback from the front propert the door openings do not face the street	이 걸었다. 날리를 이용객들의	lots if

two story, one and one-half story and step-up dwellings provided

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.

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 now prevent the good faith mortgaging or encumbering of the property, now the transfer of said property by operation of law or in satisfaction of bonefice liens, now 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 bonafice lies.

10. No garden of field crops shall be gown 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 ornaments, plants, plants.

Association.

the safety of pedestrians and vehicles, and provided further that no objectionable frees, 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 appurterant 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 materia; shall be brought in and used on any lot except unmixed earth, stone, gravel or sand. 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 of 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

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 Assertation.

Parking - All dwellings must provide for at least three offatreet 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 walks 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.

be considered permanent building lines.

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 ..

- 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 quests, 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 quests. 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 7 , 1967. RIVERSIDE LAKES, INC., a Nebraska corporation ATTECT: MAT RE JAMES D. CARPENTER DOROTHY F. CARPENTER GENTRY A. DAVIS WILLA B. DAVIS

L . . 4 . . .

BROOK 451 PAGE 128 0

STATE OF NEBRASKA

SS.

COUNTY OF DOUGLAS

On this ______ day of ______ 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 couthority.

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

and deed.

On this _____ day of ______, 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 Coussants and Essements and they, and each of
them, acknowledged the execution thereof to be their voluntary act

AMENDED AND RESTATED PROTECTIVE COVENANTS

CICKEL LANGUAGE RELATER OF LEFOS CCUCLAS COPATA RESA.

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:

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 de-

- 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.
- 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
- 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:

PISHING LAKE

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.

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 an 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

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

(htipe a Jo. Birk Owner(s) of Lot 326 Owner(s) of Lot Owner (s) of Lot Owner (s) of Lot Owner(s) of Lot Owner(s) of Lot Owner(s) of Lot Raiser V. Coopses Owner(s) of Lot 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 Skokan, Chairman

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	Gary Skokan, Chairman
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John M. Gilroy, Clerk	
STATE OF NEBRASKA)	
COUNTY OF DOUGLAS)	
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The foregoing instrumen	t was acknowledged before me on y Gary Skokan and John M. Gilroy,
1 Cuentre 9 , 1987, 10	y and Improvement District No. 177,
chairman and Clerk of Sanitar on behalf of the District.	
	Patricia & Walch
	Notary Public
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	Owner(s) of Lot
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owner(s) of Lot	Service OMUSI(S) OF TOC TOTAL SERVICE
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Owner(s) of Lot 255	Owner(s) of Lot
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Owner (s) of Lot 2 # 5	Owner(s) of Lot
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Owner(s) of Lot __

Owner(s) of Lot

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STATE OF NEBRASKA)	
COUNTY OF DOUGLAS)	
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Selve d Maderit. SELECTIVA etc. à 1968	Chiene In Engilber Notary Public
STATE OF NEBRASKA) COUNTY OF DOUGLAS)	
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STATE OF NEBRASKA) COUNTY OF DOUGLAS)	
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STATE OF NEBRASKA)	
The foregoing instrument) 19827, by	was acknowledged before me on
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	and the second of the second o

COUNTY OF DOUGLAS

BJON 831 mag 642

STATE OF NEBRASKA) SB.
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GEVERAL WORKERS AND ASSESSED STATE OF THE ST
STATE OF NEBRASKA)) ss. COUNTY OF DOUGLAS)
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A GENERAL BENGELBERT ARLENE M. ENGELBERT Notary Public Notary Public
STATE OF NEBRASKA) SB. COUNTY OF DOUGLAS)
The foregoing instrument was acknowledged before me on
A Des M. ENGILETET Notary Public Public
STATE OF NEBRASKA) ss. COUNTY OF DOUGLAS)
The foregoing instrument was acknowledged before me on
Address to ENGE. Notary Public Woman Bar Feb 6, 1913
STATE OF NEBRASKA)

	· BOOK SOL PREDATE
STATE OF NEBRASKA) ss.	
COUNTY OF DOUGLAS	
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2 Feb C 1988	Notary Public
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STATE OF NEBRASKA)	rangan kalanggan penganggan kebalanggan beranggan beranggan beranggan beranggan beranggan beranggan beranggan Beranggan beranggan
COUNTY OF DOUGLAS	
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ARLENE LIGHT STATE	Notary Public
STATE OF NEBRASKA)	
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The foregoing instrument 1987, 1	t was acknowledged before me on by Urene English
JORG HAPPING	
<i>y</i>	Putricia In. Kirk
PATRICIA M. KIRK	Notary Public
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COUNTY OF DOUGLAS)