

07036683

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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 owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

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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.

Section 3. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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(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 thereafter be entitled to one (1) vote for each of its remaining units in such property, and its Class B membership shall cease and be converted to Class A membership, provided further, that from and after four (4) years from the time such property is by declaration included within said covenants and restrictions, its Class B membership shall automatically be converted to Class A membership for each of its remaining units notwithstanding any other provisions of this Article.

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## 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.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to

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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 preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding 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 least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be

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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 approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board

("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 improvements thereon pursuant to Article II Section 3(c) for consideration or said property is sold, which power the Association is expressly granted with the consent of two-thirds (2/3) of each class

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of membership, the sale proceeds therefrom shall be applied as follows:

FIRST: To the accrued expenses of the Association; and

SECOND: One-twenty-fourth (1/24) of any excess to each owner; and

THIRD: The balance of said excess to the Declarant.

In the event that the common area is sold or transferred as above provided, then this Declaration shall be null and void and the Association dissolved.

#### ARTICLE VII.

##### General Provisions

Section 1. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 2. Annexation. Additional residential property and common area may be annexed to the described property with the consent of two-thirds (2/3) of each class of members.

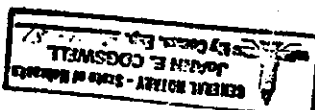
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 15 day of October, 1980.

RIVERSIDE COURTS, a Nebraska Partnership, Declarant,

By Patricia M. Kirk  
General Partner

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 15 day of October, 1980, by Patricia M. Kirk, General Partner of RIVERSIDE COURTS, on behalf of said partnership.



John E. Cogswell  
Notary Public



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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.

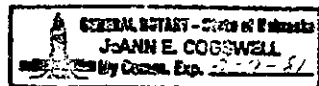
RIVERSIDE LAKES, INC.

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, 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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DOUGLAS COUNTY, NEBRASKA  
CLERK OF DISTRICT COURT

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 Thirty-four (134), 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 Riverdale, Cook County, Illinois, being located in a part of the Section 36 of the Township Twenty-three (23), Township Fifteen (15) North, Range Two (2) East of the Sixth S.W., Douglas County, Minnesota.

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

These provisions are to run with the land and shall be binding on all successors to the benefit of the undersigned, its successors, assigns, heirs, and estate, and their heirs, assigns, representatives, executors, administrators and assigns until January 1, 1960, at which time said provisions shall be automatically extended for successive periods of 10 years unless by written agreement of a majority of the undersigned and their heirs, assigns, representatives, executors, administrators and assigns.

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 222 and 213, which shall be used for other purposes. 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 improvements have been approved in writing by the Riverside Lakes Recreation & Improvement Association, a non-profit Nebraska corporation organized and set up for the mutual benefit of the owners of lots in this subdivision as to use, appearance, form, and harmony of external design with the surrounding area in the subdivision, and as to location of the buildings or improvements with respect to lot lines, topography, and finished ground elevations.

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:

**SECTION 1A**

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 32, inclusive,	1400 square feet
Lots 33 through 64, inclusive,	1400 square feet
10 foot side yard	
35 foot street setback	

50 foot water setback from right of way line 1104

Lots 65 through 77, inclusive,	1400 square feet
10 foot side yard	
35 foot street setback	

50 foot water setback from right of way line 1104

**SECTION 1B**

Lots 78 through 84, inclusive,	1400 square feet
Lots 85 through 91, inclusive,	1400 square feet
Lots 92 through 98, inclusive,	1400 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 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 foot 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 living area.

7. An easement is reserved over the street five (5) feet of each lot and over five (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.



6. 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 Kitchikan 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 indebtedness, nor shall it prevent the selling, leasing, or encumbering of said property by any person who has acquired same by operation of law or in satisfaction of any indebtedness.

no person or thing shall be placed upon that portion of the lot located in the street line provided in the building setback line, nor shall side streets, but each portion of any lot may be planted with trees, shrubs, flowers or other ornamental plants, vines, bushes and grass and other walks and drives; provided that no person or thing shall be planted or placed on the lot, or on the street, or side streets, or on the sidewalk, or on the grass, or on the walks and drives, or on the other portions of the lot, which shall be sufficient for the purpose of this ordinance.

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 any 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 unmixd earth, stone, gravel or sand.

13. No sign, billboard, or other structure for advertising or 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 must be approved as to height, materials, and location, however, no height may be imposed.

Boat Houses - Boat houses may be built on the beach, however, they must be low enough so that not to obstruct vision and safety.

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.

**Fences** - All fences 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 heating line must have a minimum of two-car garage; all other lots may have a minimum of one-car garage; and no lot shall have a detached garage. subject to approval of the Association, the City, County, and any other governing boards.

**Foundation** - All buildings shall be on a slab foundation.



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 upon completion of said dwelling.

IN WITNESS WHEREOF, the said Mississippi Valley, Inc., has caused these presents to be executed in its name by its President, and by its Secretary, and its corporate seal hereunto is hereunto

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

1<sup>st</sup> day of July, 1967.

REVEREND LAKES, INC., a Nebraska corporation



Barbara J. Brock  
Notary Public

James D. Carpenter  
President

Gentry R. Davis  
Gentry R. Davis

Dorothy F. Carpenter  
Dorothy F. Carpenter

Willa B. Davis  
Willa B. Davis

Barbara J. Brock  
Barbara J. Brock

Barbara J. Brock  
Barbara J. Brock

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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, GENEVY E. DAVIS and WALTER E. DAVIS, husband and wife, and ROBERT J. BROCK, a single person, to me personally known to be the identical persons who executed the foregoing Covenants and Easements and they, and each of them, acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.

Notary Public.

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 - 239, inclusive, 263, 264, 266, 268 - 272, inclusive, 278 - 280, 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 206, 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 majority 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 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. Invalidacion 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.

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 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 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 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

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 yard setback. In any event, no building shall be located on any lake residential building plat nearer than 35 feet to the street lot line nor nearer than 50 feet to any water line. Any grade change exceeding 12 inches or more must have the approval of the Architectural Committee.



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, 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, 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.

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.

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 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 Frederick Meyers  
Vice-President

REAL ESTATE DEVELOPMENT CO.

By W. R. Paul Quinn  
President

Shirley Dixon Lot # 279  
John F. Dixon

Donald E. G. M. Gandy Lot # 278  
William Bennett Lot # 280

Ronald W. Bennett Lot # 280

Ray Hensley Lot # 285  
Nancy H. Hensley

William R. Smith Lot # 286  
Thomas Lee Friedman

Henry A. Long Lot # 154  
Longview sub. cov.

John Boone Lot # 287  
Shirley I. Boone

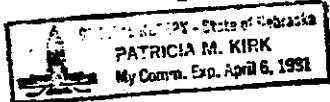
- #0 { Willie W. Madue #199
- #1 { Suzanne Van Dusen
- #4 { Har. R. Bidley #184
- #4 { Elizabeth B. Bidley
- #12 { Robert C. Jackson #138
- #12 { Patricia L. Jackson
- #13 { Stanley L. Miller #12-13
- #13 { M. Frances Miller
- #14 { W. Kirk Lots 142, 144, 104, 105, 266
- #14 { Patricia M. Kirk
- #15 { Riverside Court, u.d.b.v.
- #15 { By W. Kirk Partnership
- #15 { Patricia M. Kirk Lots 95 + 96
- #16 { Sandra Stenglein
- #16 { Lee Stenglein

STATE OF NEBRASKA )  
COUNTY OF Lincoln ) ss.

BOOK 625 PAGE 255

Before me, a Notary Public, in and for said County and State, personally came Mr. Robert Quinn 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.

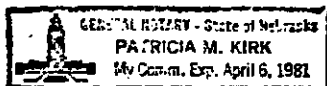


Patricia M. Kirk  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF ) ss.

Before me, a Notary Public, in and for said County and State, personally came Mr. 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 21<sup>st</sup> day of Nov.

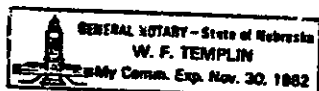


Patricia M. Kirk  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF ) ss.

\*3 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.

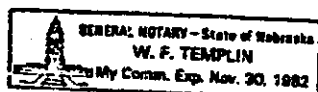


W. F. Templin  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF ) ss.

\*4 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 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.



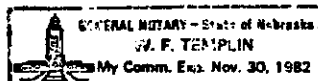
W. F. Templin  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF )

#5

Before me, a Notary Public, in and for said County and State, personally came DEAN W. BENNETT and MARIAN 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.



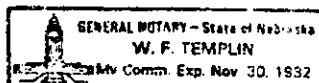
W. F. Templin  
 Notary Public

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.



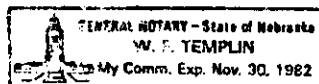
W. F. Templin  
 Notary Public

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 THANACE 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.



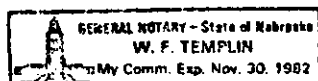
W. F. Templin  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF )

#7

Before me, a Notary Public, in and for said County and State, personally came DORIS W. LUGHEEN ~~and~~ her ~~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.

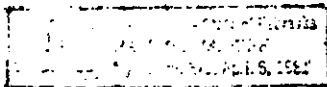


W. F. Templin  
 Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and State, personally came JOHN BUONE and Shirley Brown, 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.

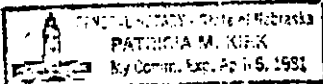


Patricia M. Kirk  
Notary Public

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.

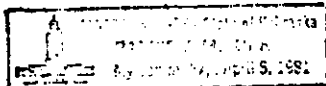


Patricia M. Kirk  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and State, personally came John R. Bly and ELIZABETH GRAY 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.

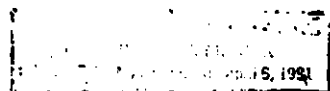


Patricia M. Kirk  
Notary Public

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.

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

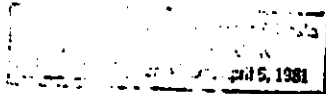


Patricia M. Kirk  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ss.

#13 Before me, a Notary Public, in and for said County and State, personally came STANLEY E. 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.

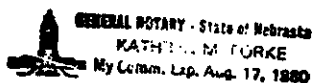


Patricia D. Kirk  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ss.

#14 Before me, a Notary Public, in and for said County and State, personally came John H. Kirk and Patricia D. Kirk, 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.

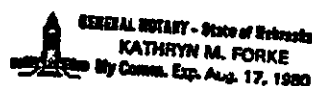


Kathryn M. Forke  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ss.

#15 Before me, a Notary Public, in and for said County and State, personally came John H. Kirk and Patricia D. Kirk, 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.

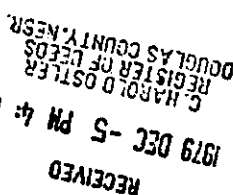


Kathryn M. Forke  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ss.

#16 Before me, a Notary Public, in and for said County and State, personally came Darwin Starnes and Steve Starnes, 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 26 day of Nov, 1979.



Patricia D. Kirk  
Notary Public

*9/16/79*

RECEIVED  
1979 DEC -5 PM 4:17  
C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Book 625  
Page 247  
of 2400

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Index  
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BOOK 831 PAGE 634

APR 12 1980

AMENDED AND RESTATED  
PROTECTIVE COVENANTS

CLERK OF DISTRICT COURT  
DISTRICT OF NEBRASKA

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 such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned.

Each of the provisions hereof is several and separable. Invalidity of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

Book 58461

831 634-643 FEE 188.50  
MB 22  
COMP F/B



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
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 43, inclusive	1400 square feet
Lots 45 through 60, inclusive	1400 square feet
Lots 62 through 64, inclusive	1400 square feet
35 foot street setback	
50 foot water setback from contour line 1104	

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 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 yard setback. In any event, no building shall be located on any lake residential

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 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 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, 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.

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 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 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 Plan will be used for lawn watering.

Richard F. Fudick  
Owner(s) of Lot 133

John J. Barry  
Owner(s) of Lot 139

John E. Hennick  
Owner(s) of Lot 143

Conrad X. Shilling  
Owner(s) of Lot 139

John E. Hennick  
Owner(s) of Lot 146

John A. McKim  
Owner(s) of Lot 146

John Engelhart  
Owner(s) of Lot 143

John A. McKim  
Owner(s) of Lot 146

John Engelhart  
Owner(s) of Lot 143

John A. McKim  
Owner(s) of Lot 146

John Engelhart  
Owner(s) of Lot 143

John A. McKim  
Owner(s) of Lot 146

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Owner(s) of Lot 143

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Owner(s) of Lot 146

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John A. McKim  
Owner(s) of Lot 146

John Engelhart  
Owner(s) of Lot 143

John A. McKim  
Owner(s) of Lot 146

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 )  
COUNTY OF DOUGLAS ) ss.

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 L. Welch  
Notary Public

Stephen White  
Owner(s) of Lot 134

Owner(s) of Lot \_\_\_\_\_

Deeann Kay White  
Owner(s) of Lot 134

Owner(s) of Lot \_\_\_\_\_

Simba L. Burnett  
Owner(s) of Lot 258

Owner(s) of Lot \_\_\_\_\_

Lyndall Burnett  
Owner(s) of Lot 258

Owner(s) of Lot \_\_\_\_\_

Owner(s) of Lot \_\_\_\_\_

Owner(s) of Lot \_\_\_\_\_

Owner(s) of Lot \_\_\_\_\_

Owner(s) of Lot \_\_\_\_\_

Owner(s) of Lot \_\_\_\_\_

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 Stephen & Della  
Wray



Carlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

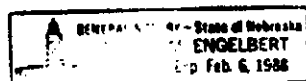
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Stephen & Della Wray



Carlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

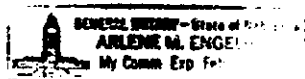
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Stephen & Della Wray



Carlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

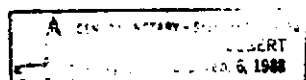
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Stephen & Della Wray



Arlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

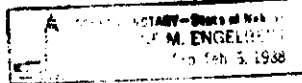
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Stephen & Della Wray



Arlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

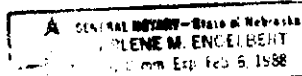
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by William J. Phillips  
William J. Phillips



Arlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

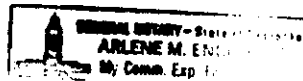
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Marionne Engelbert  
Marionne Engelbert



Arlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

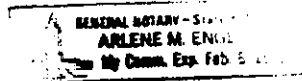
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Robert C. Engelbert  
Robert C. Engelbert



Arlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

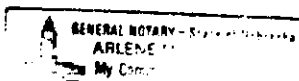
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Donald R. Engelbert  
Donald R. Engelbert



Arlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Robert H. Engelbert  
Robert H. Engelbert

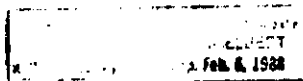


Arlene M. Engelbert  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

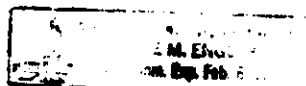
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Amy L. Kambach  
Richard L. Kambach



Carlene M. Engelbert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

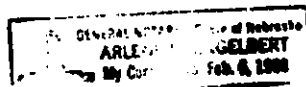
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by John M. Kambach  
Carlene M. Engelbert



Carlene 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. Kambach  
Carlene M. Engelbert



Carlene 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. Kambach  
Carlene M. Engelbert



Patricia M. Kirk  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by John M. Kambach  
Carlene M. Engelbert

Carlene M. Engelbert  
Notary Public

# Riverside Lake

## Plat and Dedication

Filed 7-6-67, in Book 1322 at Page 727, Instrument No. \_\_\_\_\_  
Grants a perpetual easement in favor of  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

No  
easement

for utility, installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants

X Protective Covenants  
or

Filed 7-11-67, in Book 451 at Page 119, Instrument No. \_\_\_\_\_  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

X Easement  
for utility, installation and maintenance  
on, over, through, under and across  
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info,

over the street 5 ft of each lot and over 5 ft of each  
side lot line for utility installation and maintenance

\*\*\*\*\*

Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_ of 451-119-625-274  
Dated \_\_\_\_\_ Filed 11-12-8, Book 831 at Page 634, Instrument No. \_\_\_\_\_ (Same easement as above)

625-247 Amend to P/C filed 12-5-79 to 451-119  
(Same easement as above)