

PROTECTIVE COVENANTS AND EASEMENTS

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

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

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

1. These Covenants are to run with the land and shall be binding and shall inure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and grantees until January 1, 1980, at which time said Covenants shall be automatically extended for successive periods of 10 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. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

3. No building, fence, wall, signboard, or other structure shall be erected, altered, or placed on any building plot in this Subdivision until complete plans, specifications, and plot plan showing location of such buildings or improvement have been approved in writing by the Riverside Lakes Recreational Cooperative Association, a non-profit Nebraska corporation organized by and for the mutual 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 other out-building erected on the said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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

FISHING LAKE

Lots 1 through 16, inclusive, 1200 square feet

Lots 18 through 24, inclusive, 1200 square feet

Lots 25 and 26, 1400 square feet

Lots 27 through 38, inclusive, 1600 square feet

Lots 39 through 64, inclusive, 1400 square feet

10 foot side yard

35 foot street setback

50 foot water setback from contour line 1104

Lots 273 through 297, inclusive, 1400 square feet

10 foot side yard

35 foot street setback

50 foot water setback from contour line 1104 except retaining walls may be 40 feet 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 yard except on irregular lots on which one building corner may be 10 feet, and except Lots 192 through 206, inclusive, may have a 10 foot side yard.

35 foot street setback

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

OFF-LAKE LOTS

Lots 65 through 78, inclusive 1200 square feet

Lots 80 through 90, inclusive 1200 square feet

Lots 91 through 93, inclusive, 1400 square feet

Lots 94 through 96, inclusive, 1200 square feet

Lots 97 through 120, inclusive, 1400 square feet

Lots 121 and 122, 1200 square feet

Lots 220 through 242, inclusive 1200 square feet

Lots 243 through 259, inclusive 1200 square feet

Lots 260 through 267, inclusive 1400 square feet

10 foot side yard

35 foot street setback

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

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

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

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

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

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

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

13. No sign, billboard, or other structure for advertising 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 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 dustless surface, or crushed rock with a restraining edge stripping, or concrete, black top, or gravel.

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

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

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

Dumping - No dumping will be allowed.

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

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

Foundations - All building foundations may be of slab construction.

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 Riverside Lakes, Inc., has caused these presents to be executed in its name by its President, attested by its Secretary, and its corporate seal affixed, and these presents

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 7th day of July, 1967.

RIVERSIDE LAKES, INC., a Nebraska corporation

By James D. Carpenter

President

ATTEST:

Barbara J. Brock

Secretary

James D. Carpenter
JAMES D. CARPENTER

Dorothy F. Carpenter
DOROTHY F. CARPENTER

Gentry R. Davis
GENTRY R. DAVIS

Willa B. Davis
WILLA B. DAVIS

Barbara J. Brock
BARBARA J. BROCK

STATE OF NEBRASKA

: SS.

COUNTY OF DOUGLAS

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

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



Notary Public.

STATE OF NEBRASKA

: SS.

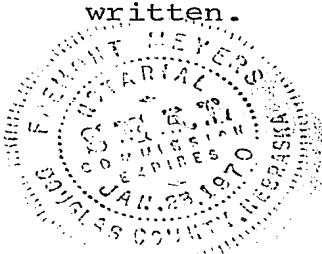
COUNTY OF DOUGLAS

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

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



Notary Public.



6
 OFFERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 11 DAY July 1967 AT 3:22 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

85.00