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MISC 1987 19485

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AMENDED AND RESTATED  
PROTECTIVE COVENANTSGEORGE J. KOLENCH  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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

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

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

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

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

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MB 5.0  
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 an part of the lot.

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

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

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

12. No sign, billboard, or other structure for advertising or the display or advertising material of any kind shall be 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 33

Wick Heinrich  
Owner(s) of Lot 983

Mary Gorbuck  
Owner(s) of Lot 986

Jack Engelbert  
Owner(s) of Lot 143

Patricia F. Turk  
Owner(s) of Lot 142

Patricia F. Turk  
Owner(s) of Lot 266

William C. Atkisson  
Owner(s) of Lot 181

Phyllis J. Atkisson  
Owner(s) of Lot 181

Robert Duke  
Owner(s) of Lot 128

James V. Duple  
Owner(s) of Lot 128

McWist  
Owner(s) of Lot 184

Ernest L. Winter  
Owner(s) of Lot 184

Thomas R. Cooper  
Owner(s) of Lot 184  
Nelson J. Cooper

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

Susan A. McKie  
Owner(s) of Lot 183

Edward C. McKie  
Owner(s) of Lot 287

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

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

Frank J. Lacey  
Owner(s) of Lot 139

Cynthia J. Lacey  
Owner(s) of Lot 139

Sheep P. Keim  
Owner(s) of Lot 160

Joanne P. Keim  
Owner(s) of Lot 160

Buckley Forsythe  
Owner(s) of Lot 137

Mary Forsythe  
Owner(s) of Lot 137

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

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

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

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

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

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

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

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

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

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

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

## SANITARY AND IMPROVEMENT

DISTRICT NO. 177,

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

By Gary Skokan  
Gary Skokan, Chairman

Attest:

John M. Gilroy  
John M. Gilroy, Clerk

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

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



Patricia L. Welch  
Notary Public

Stephen White  
Owner(s) of Lot 134

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

Dallas Kay White  
Owner(s) of Lot 134

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

Sandra L. Burnett  
Owner(s) of Lot 288

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

Sydney R. Burnett  
Owner(s) of Lot 288

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 \_\_\_\_\_

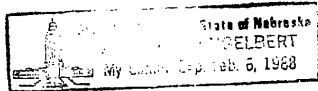
Owner(s) of Lot \_\_\_\_\_

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



STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

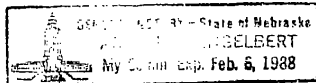
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Stephan & Dallas  
Wray White.



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

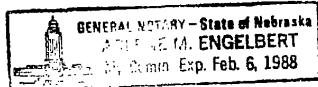
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Sandra & Lyndell R  
Burnett.



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

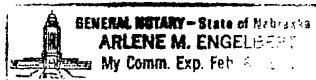
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Richard & Linda



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

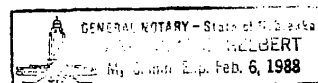
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Charles & Mary  
Roubicek.



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

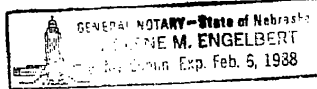
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by John & Lois  
Walters M. W. W.



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

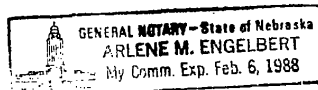
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by William J & Phyllis J  
Atkinson.



Arlene M Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

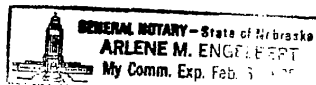
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Rockelle Spomer V  
Regele.



Arlene M Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

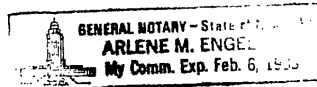
The foregoing instrument was acknowledged before me on  
Nov 11, 1987 by Mark C. & Lory L  
Leinter.



Arlene M Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

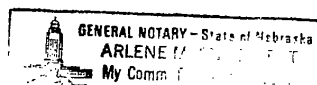
The foregoing instrument was acknowledged before me on  
Nov 11, 1987 by Roman R Cooper  
& Tharenell Cooper.



Arlene M Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

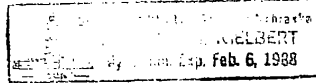
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Richard H McHale  
& Susan A McHale.



Arlene M Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

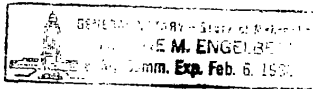
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Amy L. Emborich  
+ Richard Emborich.



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

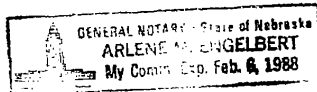
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by John M. Zubray  
Cynthia H. Zubray.



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

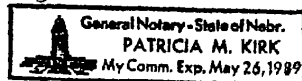
The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Greg J. Herman  
+ Joanne R. Herman.



Arlene M. Engelbert  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

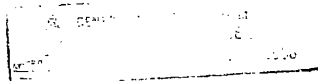
The foregoing instrument was acknowledged before me on  
Nov 8, 1987, by Arlene Engelbert  
Jack Engelbert.



Patricia M. Kirk  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on  
Nov 11, 1987, by Beverly Forsythe  
Mary Forsythe.



Arlene M. Engelbert  
 Notary Public