

Riverside Lakes Protective Covenants

AMENDED AND RESTATED PROTECTIVE COVENANTS

Filed November 12, 1987, Book 831, Page 634, Douglas County, 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 50% 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, 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.

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 said lots it is agreed to change said covenants in whole or in part, said agreement to be executed 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.

2. With the exception of only those lots as may 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. 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 Homeowners' Association (RLHA), a non-profit Nebraska association, 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 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 are as follows:

FISHING LAKE:

Lots 1 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

10 foot side setback
35 foot street setback
50 foot water setback from rear property line

RIVER LOTS

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

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 rear property line

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

50 foot setback from rear property line

Lots 44 and 61, Lots 65 through 97, inclusive, Lots 106 through 122, inclusive, Lot 129, Lots 213 through 257, inclusive, Lots 295 through 297, inclusive, and Outlot #1, Riverside Lakes Townhouse and part of lot 129 shall be dedicated for common use, subject to guidelines established by the Board of Trustees of Sanitary and Improvement District No. 177 of Douglas County, NE.

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 the distance of the street yard setback. 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 must have the prior, written approval of the RLHA. Any grade change not compatible with adjacent lots will not be approved by the RLHA. All construction must be completed 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 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.

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. No vehicle or trailer should be parked outdoors on any lot continuously for more than seven days. However, driveways are included to meet this requirement.

Driveways - All driveways must be of concrete, black top or higher quality paving material.

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/painted to coincide with the dwelling.

Roofs- All roofs must be at least 240g 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 Architectural Committee of Riverside Lakes Homeowners' Association before construction starts on any house in said area.

15. A fee, as determined by the Board of Trustees of SID # 177, 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 deposit will be returned to the applicant upon completion of said dwelling.

16. All lake lot owners will install at least one underground drain on the side of their lot, using not less than 4 inch pipe, 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 exclusive purpose of watering their lawns. No treated water from the SID Water Plant will be used for lawn watering without the prior, written approval of the Board of Trustees of SID # 177.