

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, 15, 19, 21, 22, 25 - 27, inclusive, 32 - 34, inclusive, 35 - 50, inclusive, 52 - 122, inclusive, 138, 141, 144, inclusive, 151, 154, 171, 184, 190, 213 - 215, inclusive, 263, 264, 266, 268 - 272, inclusive, 278, 280, inclusive, 282, 284, 285, 288, 290 and 291, 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 481 at Page 19 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 73, inclusive, 80 through 122, inclusive, Lots 127 through 166, inclusive, 170 through 206, inclusive, 212, 213, 210 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 her 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 211 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 site 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 15, 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 110.

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	1410 square feet
Lots 121 and 122	1210 square feet
Lots 220 through 242, inclusive	1200 square feet
Lots 243 through 259, inclusive	1100 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 or 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 18 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 that 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 kennel, livestock and fowl within the subdivision is prohibited. On site 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 fences may be placed.

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, barns, 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 #40 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 Meyer*
Vice-President

REAL ESTATE DEVELOPMENT CO.

BY *W. Robert Lyman*
President

John F. Dixon
John F. Dixon

Donald E. Smith
Donald E. Smith

William B. Smith
William B. Smith

Donald E. Smith
Donald E. Smith

Ray Hensley
Ray Hensley

Harold J. Smith
Harold J. Smith

Nancy A. Lyman
Nancy A. Lyman

John B. Smith
John B. Smith

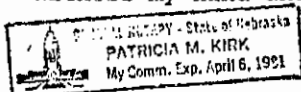
#0	{	William W. Adams #199	
	{	Suzanne VanDusen	
#1	{	Hal R. Bidley #184	
	{	Elizabeth B. Bidley	
#12	{	Robert C. Jackson #138	
	{	Patricia L. Jackson	
#13	{	Stanley H. Miller #12-13	
	{	Mr. Frank Miller	
	{	W. Kirk	Lot 142, 144, 144, 145, 261
#14	{	Patricia M. Kirk	
#15	{	Riverside Court, under Partnership	
	{	W. Kirk	
	{	Patricia M. Kirk	Lot 95 & 96
#16	{	Sandra Stenglein	
	{	Ann 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 William H. Meyer, 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.

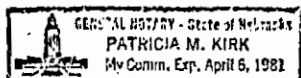


Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

Before me, a Notary Public, in and for said County and State, personally came 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 day of Nov.

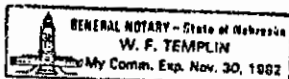


Patricia M. Kirk
Notary Public

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.

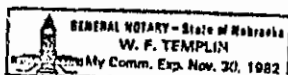


W. F. Templin
Notary Public

4 STATE OF NEBRASKA)
COUNTY OF) ss.

Before me, a Notary Public, in and for said County and State, personally came D. Merrill Edgerly and Joy 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 16 day of Nov.

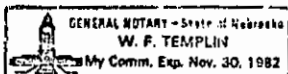


W. F. Templin
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

45 Before me, a Notary Public, in and for said County and State, personally came DEANNO W. BENNETT and DEANNA 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.

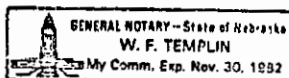


W. F. Templin
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

46 Before me, a Notary Public, in and for said County and State, personally came ROY D HENSLEY and NOBLY 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.

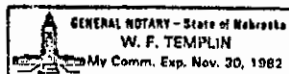


W. F. Templin
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

47 Before me, a Notary Public, in and for said County and State, personally came WILLARD F. FRIEDMAN and TRIANA F. 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.

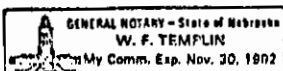


W. F. Templin
Notary Public

STATE OF NEBRASKA)
COUNTY OF) ss.

48 Before me, a Notary Public, in and for said County and State, personally came DEANNA W. LUGHEN and DEANNA W. LUGHEN 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.

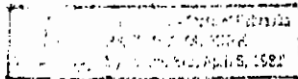


W. F. Templin
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and State, personally came JOHN BOONE and [illegible] 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 15 day of June

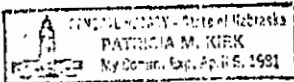


Patricia M. Kirk
Notary Public

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 [illegible] 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 15 day of June 1979

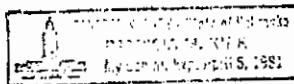


Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

Before me, a Notary Public, in and for said County and State, personally came [illegible] and [illegible] 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 5 day of June

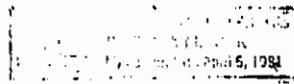


Patricia M. Kirk
Notary Public

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 [illegible] 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 5 day of June

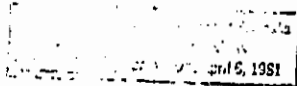


Patricia M. Kirk
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

#13
Before me, a Notary Public, in and for said County and State, personally came STANLEY C. 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 May 1979.

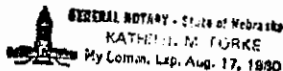


Patricia J. Poirer
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

#14
Before me, a Notary Public, in and for said County and State, personally came *John M. Forke* and *Patricia J. Poirer*, 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 May 1979.

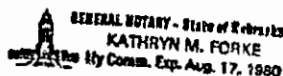


Kathryn M. Forke
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

#15
Before me, a Notary Public, in and for said County and State, personally came *John M. Forke* and *Patricia J. Poirer*, 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 May 1979.

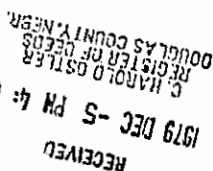


Kathryn M. Forke
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas ss.

#16
Before me, a Notary Public, in and for said County and State, personally came *Daniel M. Stimpert* and *Patricia J. Poirer*, 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 June 1979.



Patricia J. Poirer
Notary Public

RECEIVED
1979 DEC -5 PM 4:17
DOUGLAS COUNTY, NEBR.
REGISTER OF DEEDS
C. HAROLD OSTLER
11-14-Book 247-248
Page 247
of 248
5-11-1979