

PONDEROSA DEVELOPMENT CO.  
A Nebraska Corporation

TO

WHOM IT MAY CONCERN

DECLARATION OF  
PROTECTIVE COVENANTS,  
EASEMENTS AND  
RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Ponderosa Development Co., a Nebraska corporation, the owner of Lots 245 through 392, both inclusive, all in Ponderosa, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby mutually covenant and agree, pursuant to a general plan of improvement and development, and for valuable consideration as follows:

1. Said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

2. The ground floor enclosed area of a single-family residential structure, exclusive of open porches and garages shall be not less than 950 square feet for a one-story structure, nor less than 720 square feet for a one and one-half story or taller structure.

3. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other out-building erected on said real estate 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.

5. Dwellings constructed in another addition or location shall not be moved to or upon any lot within this addition, provided, however, this shall not be interpreted to forbid a manufactured house or prefabricated sections of a house from being erected on any lot.

6. Portland cement concrete public sidewalks 4 feet wide and 4 inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed 4 feet back of the street curb line and shall be constructed by the then owner of the lot at the time of completion of the main residential structure and before occupancy thereof.

7. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles, with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under and upon a five foot strip of land adjoining the rear and side boundary lines of said lots in said additions; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within thirty-six (36) months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

8. No sign, billboard, or other structure for advertising or the display of advertising material of any kind shall be placed or maintained within the Subdivisions, 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 undersigned or its or their assigns.

9. All dwellings built in said additions must be completed within nine (9) months from the date of the commencement of construction.

10. No fences shall be built in the front yard beyond the front line of any dwelling, except upon prior written approval of the undersigned or its or their assigns.

11. All exposed foundations shall be either brick, stone faced or painted cement blocks, or painted poured foundations.

12. The owners of vacant lots will be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds.

13. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five (25) years after date hereof.

14. The provisions herein are in pursuance of a general plan of

improvement and development. Each provision is several and separable and invalidation of any provision or provisions shall not affect any of the other provisions.

15. The provisions herein are in pursuant of a general plan of improvement and development, and shall bind and inure to the benefit of the undersigned, its or their successors and assigns, and all its or their grantees both immediate and remote, and shall run with the land for the benefit and be imposed upon all subsequent owners of each of the lots above described.

16. No provision contained in this instrument shall in any way be construed as imposing upon the undersigned or its or their successors in interest, any liability, obligation or requirement for its enforcement.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14<sup>th</sup> day of FEBRUARY, 1975.

PONDEROSA DEVELOPMENT CO., a Nebraska Corporation

By

Bert P. Allen  
President

Attest:

Robert J. Horak  
Secretary

Bert P. Allen  
Bert P. Allen

Sara C. Allen  
Sara C. Allen

Robert J. Horak  
Robert J. Horak

Lillian G. Horak  
Lillian G. Horak

John C. Allen  
John C. Allen

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Joan Allen  
Joan Allen

On this 14<sup>th</sup> day of February, 1975, before me, the undersigned, a Notary Public in and for said County, personally came BERT P. ALLEN, President of PONDEROSA DEVELOPMENT CO., a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the

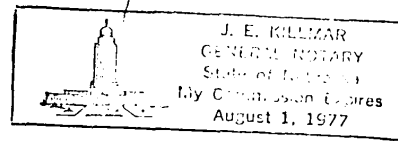
above and foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

*J. E. Killmar*  
Notary Public

My Commission Expires:

August 1, 1977



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

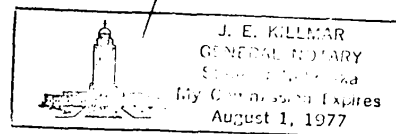
On this 14<sup>th</sup> day of February, 1975, before me, the undersigned, a Notary Public in and for said County, personally came BERT P. ALLEN and SARA C. ALLEN, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

*J. E. Killmar*  
Notary Public

My Commission Expires:

August 1, 1977



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

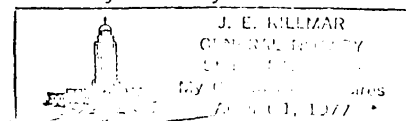
On this 14<sup>th</sup> day of February, 1975, before me, the undersigned, a Notary Public in and for said County, personally came ROBERT J. HORAK and LILLIAN G. HORAK, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

*J. E. Killmar*  
Notary Public

My Commission Expires:

August 1, 1977



STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

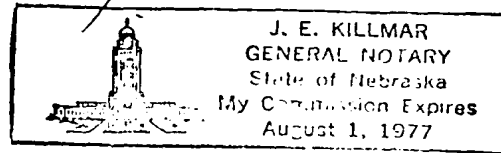
On this 27th day of February, 1975, before me, the undersigned, a Notary Public in and for said County, personally came JOHN C. ALLEN and JOAN ALLEN, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

*[Signature]*  
 Notary Public

My Commission Expires:

August 1, 1977



RECEIVED

1975 FEB -5 PM 3:02

C. HAROLD KILLMAR  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEB.

THE STATE OF NEBRASKA }  
 Douglas County }  
 Entered in Numerical Index and  
 for Record in the office of the Register of  
 Deeds of said County and recorded in  
 Book 547 of new  
 Page 419

*C. Harold Killmar*

Register of Deeds

Deputy

MAIL

# 80-476 etc. P.M.P.G.  
 Compared 52.00 Fee

80-476