

Lots 140 thru 229 incl. Ponderosa  
Lots 236 thru 240 incl.

99-437

BLOCK 510 PAGE 137

PONDEROSA DEVELOPMENT CO.  
a Nebraska corporation

DECLARATION OF  
PROTECTIVE COVENANTS,  
EASEMENTS AND RE-  
STRICTIONS

TO  
WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS:

That Ponderosa Development Co., a Nebraska corporation, the owner of Lots 140 through 229, both inclusive, and lots 236 through 240, 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 outbuilding 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.

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 addition; 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 36 months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 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 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 undersigned or its assigns.

9. All dwellings built in said addition 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 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 the date of

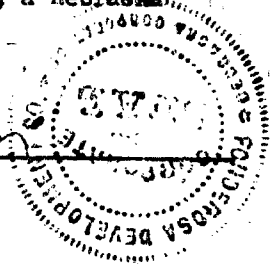
its successors and assigns and all its grantees both immediate and remote, and shall run with the land for the benefit and be imposed upon all subsequent owners of each of the lots above described.

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

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its President and its corporate seal to be affixed hereto on this 12 day of MAY, 1972.

PONDEROSA DEVELOPMENT CO., a Nebraska corporation,

By Bert P. Allen  
President



ATTEST:

[Signature]  
Secretary

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss

One this 12 day of MAY, 1972, 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.