

80-476 etc

BOOK 547 PAGE 419

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 sec-

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.

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 4th day of FEBRUARY, 1975.

PONDEROSA DEVELOPMENT CO., a Nebraska Corporation

By Bert P. Allen  
President

Attest: Robert J. Horak  
Secretary

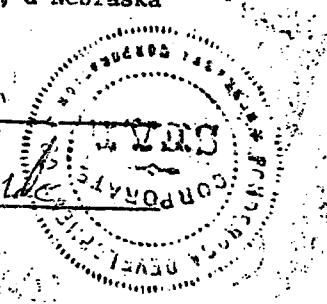
Bert P. Allen  
Bert P. Allen

Sara C. Allen  
Sara C. Allen

Robert J. Horak  
Robert J. Horak

Lillian G. Horak  
Lillian G. Horak

John C. Allen





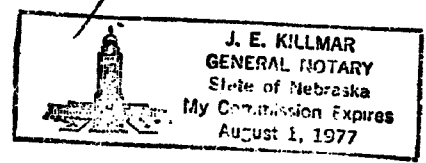
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 28th 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.

*J. E. Killmar*  
Notary Public

My Commission Expires:  
August 1, 1977



50 reuse  
*[Signature]*

RECEIVED  
1975 FEB -5 PM 3:02  
REGISTERED  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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

*C. Arnold*

Register of Deeds  
Deputy  
MAIL  
N. 80-476 etc  
Compared For  
52.00

80-476