

BOOK : TO : DECLARATION OF
PAGE : FROM IT MAY CONCERN : PROTECTIVE COVENANTS,
EASEMENTS AND RE-
STRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Ponderosa Development Co., a Nebraska corporation, the title owner of Lots Fifty-two (52) through One Hundred Thirty-nine (139), both inclusive, all in Ponderosa, a Subdivision located in part of the North One-half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eleven (11), Township Fourteen (14) North, Range Twelve (12) East of the Sixth (6th) P.M. in Douglas County, Nebraska, said Subdivision having been 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 of prefabricated sections or 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

Ponderosa - Douglas - RTA

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 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, or 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 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 pursuance of a general plan of improvement and development, and shall bind and inure to the benefit of the undersigned, 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 in this subdivision.

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 6th day of June, 1967.

PONDEROSA DEVELOPMENT CO., a
Nebraska Corporation

By Bert P. Allen
President



STATE OF NEBRASKA)
ss.
COUNTY OF DOUGLAS)

On this 6th day of June, 1967, 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.



My Commission expires the 1st day of August, 1968.

Notary Public

PONDEROSA DEVELOPMENT CO.

BOOK

TO

DECLARATION OF
PROTECTIVE COVENANTS,
EASEMENTS AND RE-
STRICTIONS

PAGE

WHICH IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS:

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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.
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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 fee 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 by 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 of 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.

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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 between the front line of any dwellings 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 date hereof.

14. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is general and separable and invalidation of any provision or provisions shall not affect any of the other provisions.

15. The provisions herein are in pursuance of a general plan of improvement and development, and shall bind and inure to the benefit of the undersigned, 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 in this Subdivision.

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 6th day of June, 1967.

PONDEROSA DEVELOPMENT CO., a
Nebraska Corporation

By Bert P. Allen
President

ATTEST:

[Signature]
Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 6th day of June, 1967, 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.

[Signature]
Notary Public

My Commission expires the 10 day of August, 1969.

RECEIVED

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REGISTER OF DEEDS
CLERK OF DISTRICT

THE STATE OF MISSISSIPPI
Douglas County

Entered in Numerical Index and Filed
for Record in the Office of the Register of
Deeds of said County and Recorded in

Book 461 of
Page 706

George H. [Signature]

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APR 5

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