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592.00

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2016 NOV 29 PM 3 31

Janet Parsons
ASSY/REGISTER OF DEEDS

CASH _____
CHECK 592.00

REFUNDS:
CASH _____
CHECK _____



RETURN TO:

Ronald S. Depue
PO Box 460
Grand Island, NE 68802

RECORDING INSTRUCTIONS:

RECORD AGAINST: the following described property located in Hall County, Nebraska, to wit:
Lots 2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17A,17B,18A,18B,19A,19B,20A,20B,21A,21B,22A
and 22B all in Block 1, Blocks 3,4 and 5 and Out Lots A,B,C-1,C-2,C-3,C-4 and C-5 all in
PONDEROSA LAKE ESTATE SUBDIVISION; Lot 1 PONDEROSA LAKE ESTATES
SECOND SUBDIVISION; Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17 and 18 all in Block 1,
Lots 1,2,3,4,5,6,7,8,9 and 10 all in Block 2 and Out Lots A and B all in PONDEROSA LAKE
ESTATES THIRD SUBDIVISION; Lots 1,2,3,4,5,6,7,8,9 and 10 all in Block 1, Lots 1,2,3,4 and
5 all in Block 2, Lots 1,2,3,4,5,6,7 and 8 all in Block 3 and Out Lots A,B,C-1,C-2,C-3 and C-4 all
in PONDEROSA LAKE ESTATES FOURTH SUBDIVISION; Lots 1,2,3 and 4 all in Block 1,
Lots 1,2,3,4,5,6,7,8 and 9 all in Block 2 and Out Lots A,B,C-1,C-2 and C-3 all in PONDEROSA
LAKE ESTATES FIFTH SUBDIVISION; and Lots 1 and 2 PONDEROSA LAKE ESTATES
SIXTH SUBDIVISION.

PONDEROSA LAKE ESTATES
RESTATED RESTRICTIVE COVENANTS AND CONDITIONS
Grand Island, Hall County, Nebraska

WHEREAS, The *Agreement for Ponderosa Lake Estates Subdivision Homeowners Association Restrictive Covenants and Conditions, Grand Island, Nebraska* was recorded at the Hall County Register of Deeds as Document Number 91-107868 on November 21, 1991; and

WHEREAS, The *Amended Agreement for Ponderosa Lake Estates Subdivision Homeowners Association Restrictive Covenants and Conditions, Grand Island, Nebraska* (replacing the prior Covenants) was recorded at the Hall County Register of Deeds as Document Number 92-100182 on January 8, 1992; and

WHEREAS, The *Ponderosa Lake Estates Third Subdivision Restrictive Covenants and Conditions, Grand Island, Hall County, Nebraska* was recorded at the Hall County Register of Deeds as Document Number 95-100038 on January 4, 1995; and

WHEREAS, The *Ponderosa Lake Estates Fourth Subdivision Restrictive Covenants and Conditions, Grand Island, Hall County, Nebraska* was recorded at the Hall County Register of Deeds as Document Number 98-100194 on January 8, 1998; and

WHEREAS, The *Ponderosa Lake Estates Fifth Subdivision Restrictive Covenants and Conditions, Grand Island, Hall County, Nebraska* was recorded at the Hall County Register of Deeds as Document Number 200106596 on July 6, 2001;

All of which Covenants referenced above are hereafter referred to as "the Prior Covenants"; and

WHEREAS, at least one or more of the Prior Covenants are recorded and effective on each of the following properties located in Hall County, Nebraska, to wit:

Lots 2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17A,17B,18A,18B,19A,19B,20A,20B,21A,21B,22A and 22B all in Block 1, Blocks 3,4 and 5 and Out Lots A,B,C-1,C-2,C-3,C-4 and C-5 all in PONDEROSA LAKE ESTATE SUBDIVISION; Lot 1 PONDEROSA LAKE ESTATES SECOND SUBDIVISION; Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17 and 18 all in Block 1, Lots 1,2,3,4,5,6,7,8,9 and 10 all in Block 2, and Out Lots A and B all in PONDEROSA LAKE ESTATES THIRD SUBDIVISION; Lots 1,2,3,4,5,6,7,8,9 and 10 all in Block 1, Lots 1,2,3,4 and 5 all in Block 2, Lots 1,2,3,4,5,6,7 and 8 all in Block 3 and Out Lots A,B,C-1,C-2,C-3 and C-4 all in PONDEROSA LAKE ESTATES FOURTH SUBDIVISION; Lots 1,2,3 and 4 all in Block 1, Lots 1,2,3,4,5,6,7,8 and 9 all in Block 2 and Out Lots A,B,C-1,C-2 and C-3 all in PONDEROSA LAKE ESTATES FIFTH SUBDIVISION; and Lots 1 and 2 PONDEROSA LAKE ESTATES SIXTH SUBDIVISION,

All of which are hereafter referred to as the "Real Estate; and

WHEREAS, each of the Prior Covenants permit amendment thereto upon approval by at least seventy (70%) of the Class A Members in each of said Subdivisions (as there are no existing Class B Members); and

WHEREAS, at least seventy percent (70%) of the Class A Members as hereafter defined have executed these *Ponderosa Lake Estates Restated Restrictive Covenants and Conditions, Grand Island, Nebraska* (the "Covenants") for the purpose of rescinding the Prior Covenants which are replaced by these Covenants upon the Real Estate.

NOW, THEREFORE, the undersigned Class A Members and owners hereby adopt the Covenants in replacement and substitution of the Prior Covenants for the Real Estate and declare that the Lots in the Real Estate shall be held, sold and conveyed subject to the Covenants which are for the purpose of protecting the value and desirability of each of the Lots in the Real Estate and which shall run with the land and be binding on all parties having any right, title or interest in any one of the Lots, their heirs, successors and assigns.

ARTICLE I.
DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following definitions:

1. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot and Owner.
2. "Architectural Committee" shall mean the committee of the Association to be created pursuant to Article II, paragraph 3 below.
3. "Articles" shall mean the Articles of Incorporation of the Association as the same may, from time to time, be amended or restated.
4. "Assessment" shall mean an annual assessment or special assessment upon each Lot and Owner.
5. "Assessment Lien" shall mean the lien created and imposed by Article III, paragraph 5.
6. "Association" shall mean PONDEROSA LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., which has been incorporated as a non-profit Nebraska corporation, its successors and assigns.
7. "Board" shall mean the Board of Directors of the Association.
8. "Bylaws" shall mean the Restated Bylaws of the Association and any amendments or supplements or additional restatements to such bylaws.
9. "Common Area" shall mean: Out Lots A,B,C-1,C-2,C-3,C-4 and C-5 in PONDEROSA LAKE ESTATE SUBDIVISION, Out Lots A and B in PONDEROSA LAKE ESTATES THIRD SUBDIVISION, Lot 5 Block 2 and Out Lots A,B,C-1,C-2,C-3 and C-4 in PONDEROSA LAKE ESTATES FOURTH SUBDIVISION, and Out Lots A,B,C-1 and C-3 in PONDEROSA LAKE ESTATES FIFTH SUBDIVISION, all additional real estate acquired by the Association which is dedicated as common area, and all existing and future improvements thereon all of which are, or will be owned by the Association. The Association reserves the right to acquire Real Estate consistent with these Covenants that is not dedicated as Common Area
10. "Dwelling" shall mean any building or portion of a building situated upon a Lot

designed and intended for use and occupancy as a residence by a single family or any building or portion of a building situated on a Lot reserved for townhouses.

11. "Lake Lot" shall mean all Lots that abut Ponderosa Lake.
12. "Lot" shall mean any lot in the Real Estate.
13. "Member" shall mean an Owner of a Lot in the Real Estate. All Owners are Class A Members.
14. "Permitted Estate Lot" shall mean the Estate Lots described as Blocks 3, 4 and 5 Ponderosa Lake Estate Subdivision and Lot 1 Ponderosa Lake Estates Sixth Subdivision.
15. "Ponderosa Lake" shall mean the lake as described in the plats for the Ponderosa Lake Estates Subdivisions including the land underlying such lake.
16. "Ponderosa Lake Estates Homeowners Association Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to Articles II and III.
17. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot. Owner may include a person or persons or entities under a recorded land contract or installment sale contract if the record owner executed a release and transfer of his or her voting rights to the contract purchaser. Others having a lien or interest merely as security for the performance of an obligation are not owners.

ARTICLE II.

COVENANTS, RESTRICTIONS AND CONDITIONS

In consideration of the mutual benefits to be derived by the Owners and any purchaser or purchasers, their heirs, devisees, personal representatives and assigns, the Owners stipulate and agree that any and all of the Lots in the Real Estate as surveyed and platted and more particularly described as recorded in the office of the Register of Deeds, Hall County, Nebraska, that are sold, transferred and conveyed, shall be and are subject to the following protective covenants, restrictions and conditions. All covenants, restrictions and conditions shall run with the land and are as follows:

1. Lots Affected, Use of Lots. All Lots in the above described Real Estate shall be known and described as residential lots. No apartment house shall be built on any residential lot, and no basement house shall be built on any residential lot. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) Dwelling with an

attached or detached garage and one (1) outbuilding, which must be complimentary to the design of the house and be within city setback limits. No four (4) car garage shall be allowed unless the Architectural Committee approves the plan for appearance. No Dwelling shall be erected for occupancy of more than one (1) family, nor shall any Dwelling be used for occupancy of more than one (1) family. No commercial or business enterprise shall be conducted or operated in the Real Estate. No residential lot or Lots shall be divided or split to create smaller building areas, but residential lots may be combined to establish larger building lots.

2. Garages and Outbuildings; Temporary Structures. All Dwellings on residential lots and townhouse lots must include a garage, which must accommodate at least two (2) cars. The single outbuilding per Lot shall be the same quality and material construction as the outside finish and roof of the residential structure. No building shall be constructed of unsightly materials, boxes or similar lumber. No building or dwelling house shall be moved, placed or allowed to remain upon a residential lot. No trailer, tent, garage, shack or other unsightly outbuilding shall be used as a Dwelling at any time, nor shall any structure of a temporary character be used as a residence. No metal storage sheds are permitted to be on any of the Lots. No manufactured housing, no chain link fences of any type and no mercury or sodium vapor lights are allowed on any Lot and no fencing of any nature is allowed on any Lake Lot (except divider walls as hereafter provided). Grand Island, Nebraska, city installed street lighting is exempted from all lighting restrictions.

3. Architectural Control. The Board of Directors of the Association shall have the responsibility for approving fencing plans (where permitted) construction and landscaping plans on the Lots and the responsibility for maintaining a uniform quality in construction. In the event the Board, or its designated committee fails to approve or disapprove any design and location within thirty (30) days following the submission of the plans and specifications to the Board of Directors approval will not be required, and this paragraph will be deemed to have been fully complied with. Approval by the Board of Directors or Architectural Committee shall not relieve the contractor from obtaining a building permit from the proper building department of Hall County or the City of Grand Island. Any additions to or modifications of any existing home shall not be made until the plans and specifications showing the nature of the addition or modification have been submitted to and approved by the Architectural Committee in writing.

4. Pets. No barns, chicken houses or other buildings for the care and housing of fowl, rabbits or livestock shall be placed, maintained or used on any Lot, nor shall any fowl, rabbits or livestock be kept upon any Lot. The breeding of animals or keeping of animals for any commercial purpose is not allowed. Pets such as dogs or cats are permitted, but shall be restrained. Complaints by homeowners of unnecessary barking or destruction caused by pets will be referred to the City of Grand Island, Nebraska, animal control authority.

5. Alteration of Premises. No sod, earth, sand, gravel or trees shall be removed to the injury of the value or appearance of any Lot nor for any commercial purposes, unless approved by the Architectural Committee. Any elevation change of a Lot must be approved by the Board of Directors of the Association or its designated Architectural Committee.

6. Vehicles. No mobile home, motor home, trailer, camper, boat or other type of recreational vehicle shall be kept, placed, maintained, constructed, reconstructed or repaired in a location that is visible from the street or other properties. The exception is when an Owner is loading his recreational vehicle for an extended trip or returning from an extended trip, he or she may park the vehicle in the driveway for up to forty-eight (48) hours. No campers, trailers, motor or mobile homes, boats, recreational vehicles or autos, trucks, snowmobiles or any other vehicles shall be left parked on the street overnight. Guest parking areas are for guests of residents only.

7. Use for Storage; Signs. No unused building materials, junk or rubbish shall be left exposed on any Lot except during actual building operations. No adjacent Lot shall be used to store building materials or be disturbed in any way without written permission from Owner of said Lot. No worn out or discarded automobiles, machinery or parts thereof shall be stored on any Lot and no portion of the Real Estate shall be used for the storage of automobiles, junk piles or the storage of any kind of junk or waste materials.

8. Trash Receptacles. All trash receptacles are to be removed from the street within twenty four (24) hours after trash pickup and not stored in front of the property.

9. Utilities; Exposed Aerials and Lines. Certain easements are established for installation and maintenance of utilities, such as easements being clearly marked on the recorded plat of the subdivision. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Association or any of their agents or servants are hereby waived by all of the

Owners. Service lines for individual residents for all public utility services which are available to a Lot from an underground source shall be kept underground. Exposed television aerials shall not be used on any Lot, and no radio aerial or apparatus are allowed. No clotheslines shall be visible on the outside of any building. All cable television lines shall be underground where available.

10. Setback Requirements. The buildings on all Lots shall have a thirty feet (30') front yard setback, ten feet (10') side yard setback and twenty-five feet (25') rear yard setback. All such measurements shall be computed from the foundation of the structure to the nearest property line. Driveways may be built within the setbacks if approved by the Architectural Committee.

11. Building Codes. All construction and building shall be so performed that it will comply with the requirements of the building codes and ordinances of Hall County and the City of Grand Island, Nebraska.

12. Building Requirement; Area Requirements. Each Dwelling, garage and outbuilding on each residential lot shall have a roof constructed of shingles or other materials approved in writing by the Architectural Committee. Each residential lot shall have no more than one (1) Dwelling thereon, and such Dwelling shall meet the following minimum square feet requirements, which minimum square footage shall not include garages and open porches.

a. Any Dwelling located abutting Ponderosa Lake shall have a minimum of two thousand (2,000) liveable square feet on the first level, which shall be above ground.

b. Any Dwelling not abutting Ponderosa Lake shall have a minimum of one thousand six hundred (1,600) liveable square feet on the first level, which shall be above ground.

c. The minimum liveable square footage of any split-level or split-foyer type Dwelling shall be above ground level, and the finished sub-basement of the Dwelling shall not be included in computing the minimum liveable square footage.

13. Vegetation. The Owner of each Lot shall keep the vegetation and grass thereon cut to a height less than eight inches (8"), and prior to construction, an Owner shall mow or cut all weeds and grass on their Lot and keep the vegetation to a height less than eight inches (8"). There shall be no cottonwood trees planted. All beaches must be maintained and kept clean of vegetation, trash and any other unsightly objects.

14. Boats. Each Lake Lot Owner and Permitted Estate Lot Owner shall be limited to two (2) boats, which can be used on Ponderosa Lake. All boats shall be registered with the Association. Each Lake Lot Owner and Permitted Estate Lot Owner will be given a sticker for each registered boat, and this sticker must be prominently displayed on the left bow side of the boat. Nonresidents, Non Lake Lot Owners and Non Permitted Estate Lot Owners do not have the right of boat usage on Ponderosa Lake.

15. Ponderosa Lake Usage.

A. Non Lake Lot Owners and Non Permitted Estate Lot Owners shall access Ponderosa Lake only at the designated common areas. Usage of Ponderosa Lake by Non Lake Lot Owners and Non Permitted Estate Lot Owners are limited to fishing, swimming, ice skating, and similar usage. The Owner of each Lot agrees to use Ponderosa Lake in such a manner as not to interfere with the use of the Lake by any other person and in such manner as to not create any nuisance, annoyance or unlawful disturbance. The Owners of all Lots shall be responsible for the conduct and safety of their guests. If a complaint is filed with the Association alleging negligent or obnoxious behavior towards other boaters, Owners or their guests, the accused will receive notice from the Association, and a subsequent hearing will be held before the Board of Directors of the Association. If a homeowner receives two (2) notices, his or her rights may be restricted.

B. Water skiing is allowed on the lake using registered boats owned by Lake Lot Owners and Permitted Estate Lot Owners. There shall be a "no wake" zone within ninety (90) feet from any shoreline. No jet skis, jet boats, vehicles, ATVs, or like equipment shall be allowed on Ponderosa Lake and beaches. All Lot Owners and occupants acknowledge that Ponderosa Lake is potentially dangerous, and there shall be no liability of any kind upon the Owners, subdividers or the Association. The use of Ponderosa Lake by any Lot Owner and their guests shall be at their sole risk.

C. The Association has the right to temporarily disallow water sports entirely. The decision to temporarily disallow water sports shall be made by the Board of Directors at a special meeting.

D. The use of Ponderosa Lake shall be restricted to Owners of Lots and their guests.

E. The design and materials of all docks must be approved by the Architectural Committee. There may be one (1) dock per Lake Lot. The length of all docks shall be approved by the Architectural Committee. No boat storage garage or covered lift shall be built on the lake shore.

F. A divider wall must be constructed to divide the lawn or landscaping from the beach area. This divider wall shall be installed and maintained by the homeowner. The design, location, materials and height of the divider walls shall be approved by the Architectural Committee. No construction or landscaping shall be allowed on the beach area within approximately fifteen (15) feet of the shore line. It is the intent of the Association, Inc. to have a continuous sand beach around the lake.

G. Any real estate taxes levied and assessed against the Association shall be borne equally and paid by the Members of the Association through the Annual Assessments as described in Article III, paragraph 4.

16. Drainage. Site drainage from any Lot to the lake and the materials used for such drainage must be approved by the Architectural Committee.

ARTICLE III.

ORGANIZATION OF ASSOCIATION

1. Formation of Association. The Association is a non-profit Nebraska corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. It shall be the responsibility of the corporation to enforce all of the covenants, restrictions and conditions contained in this Agreement.

2. Voting Membership. The Owner of each Lot in the Real Estate shall be issued one (1) share of Class A Voting Membership in the Association and shall be entitled to one (1) vote for each share so issued. No shares shall be issued for the Outlots.

3. Transfer of Class A Voting Membership. The share of Class A membership shall run with the land and automatically be transferred to any new owner upon the sale or other transfer of any Lot.

4. Board of Directors/Annual Assessment. A Board of Directors has been established. The Board of Directors shall control, by majority vote, the management and operation of the Association. The Board, in its sole and absolute discretion, may fix the amount of the Annual Assessment. as follows:

- a. In addition to the Annual Assessment authorized above, the Association may levy, in any Assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, repair, replacement and normal maintenance of capital improvements upon the Common Areas, boat slips, including fixtures and personal property related thereto.
- b. Both annual and special Assessments must be fixed uniformly for all Lot Owners and estate block owners, except if two lots or estate blocks are combined to form one larger lot or estate block, the Assessment for this newly formed lot or estate block shall be one and one-half (1 ½) times the assessed amount for a single lot or estate block. This newly formed larger lot or estate block shall have one (1) Class A voting membership.
- c. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents to maintain common green areas and streets and to enforce the covenants to preserve the appearance of the development for the benefit of all the residents of the community. The Assessments levied by the Association shall be used for, but not limited to, accounting, legal, insurance for Common Areas, landscape maintenance of Common Areas, lake maintenance, boat ramp maintenance, street maintenance including snow removal, costs for street lights and utility charges, entry gate and well maintenance.
- d. Notice, quorum and voting requirements of any meeting called for the purpose of taking any action authorized under subparagraphs 2, 3 and 4 shall be governed by the Articles of Incorporation and Bylaws of the Association.

5. Payment of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) Annual Assessment or charges; and (2) special assessments for capital improvements, such Assessments to be established and collected as provided. The annual and special Assessments, together with interest, costs and reasonable attorney fees, shall be a continuing lien upon each Lot. Each Assessment, together with interest, costs and reasonable attorney fees, shall also be a personal obligation of the Owner of each Lot at the time when the Assessment was due. The personal obligation for delinquent Assessments shall not pass to

succeeding Owners unless expressly assumed by them, but shall be a lien upon each Lot regardless of transfer or conveyance.

6. Remedies for Violations. If the Owner of any Lot, a family member of the Owner or Owner of an estate block, their heirs or assigns, violate any of the covenants, restrictions and conditions set forth in this Agreement, it shall be lawful for any other person or persons owning any real estate in the Ponderosa Lake Estates Subdivision or the Association to enforce these covenants with proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants.

In addition to the foregoing right, Owners, their successors and assigns, and the Association shall have the right to enter onto the property of an Owner whenever there has been constructed on the Lot any temporary structures, signs, unused parts thereof, weeds, underbrush or other unsightly growth or objects in breach of these restrictions and to abate or remove the same at the expense of the Owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the covenants, restrictions or conditions of this Agreement shall not, in any way, be a waiver of their enforcement.

The Association may create a schedule of fines for violation of Association rules and regulations or these Restrictive Covenants which shall be treated and billed as a special assessment to the offending Owner's Lot.

7. Covenant Declared Void. If any of the covenants, restrictions or conditions set forth in this Agreement is declared void by a court of competent jurisdiction, the remaining covenants, restrictions or conditions shall not be affected, but shall remain in full force and effect.

8. Rules and Regulations. The Board of Directors of the Association and the Architectural Committee reserve the right to make additional rules and regulations and the Board reserves the right to create additional committees.

9. Persons Subject to Restrictions; Modifications. These covenants, restrictions and conditions are to run with the land and shall be binding upon all persons and all parties claiming ownership of Lots for a term of ten (10) years from the date this Agreement is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Agreement may be amended or a variance granted by an instrument signed by more than fifty

percent (50%) of the Owners. Any amendment to this Agreement must be recorded with the Register of Deeds of Hall County, Nebraska.

SECRETARY AFFIRMATION:

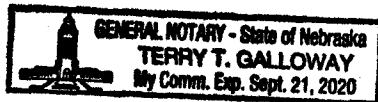
I, Pamela Jardine Secretary of PONDEROSA LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., state and affirm that the foregoing Covenants have been duly executed and approved by at least seventy percent (70%) of all Class A Members of each of the Subdivisions herein on the following signature pages and are effective upon recording at the Hall County Register of Deeds.

Pamela Jardine
Secretary of Association

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

Before me, a notary public in and for said county, personally came Pamela Jardine known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

WITNESS my hand and notarial seal on this 21st day of November, 2016.



Terry T. Galloway
Notary Public