

PONDEROSA LAKE ESTATES THIRD SUBDIVISION

RESTRICTIVE COVENANTS AND CONDITIONS

Grand Island, Hall County, Nebraska

DECLARATION OF PURPOSE

Declarant is the owner of real property in the County of Hall, State of Nebraska, which is more particularly described as:

Lots One (1) through Eighteen (18), Block One (1) and Lots One (1) through Ten (10), Block Two (2), Ponderosa Lake Estates Third Subdivision.

WHEREAS, Declarant desires to provide for the construction of a planned residential area consisting of single family residences, townhouses and including, without limitation, open spaces and recreational facilities; and

WHEREAS, Declarant at this time includes in this Declaration and imposes the restrictions upon the common areas and lots of the property described above.

NOW, THEREFORE, Declarant hereby declares that the lots of the property described above shall be held, sold and conveyed subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter collectively termed "covenants and restrictions") which are for the purpose of protecting the value and desirability of:

Lots One (1) through Eighteen (18), Block One (1), and Lots One (1) through Ten (10), Block Two (2), Ponderosa Lake Estates Third Subdivision, Hall County, Nebraska;

and which shall run with the real property and be binding on all parties having any right, title or interest in one of the described:

Lots One (1) through Eighteen (18), Block One (1), and Lots One (1) through Ten (10), Block Two (2), Ponderosa Lake Estates Third Subdivision, Hall County, Nebraska;

their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

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, owner or lessee.
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 supplemented.
4. "Assessment" shall mean an annual assessment or special assessment.
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 bylaws of the Association and any amendments or supplements to such bylaws.

9. "Common Area" shall mean:

- (a) Outlots C1, C2, C3, C4, C5 of Ponderosa Lake Estates Subdivision and Outlots A, B, C of Ponderosa Lake Estates Third Subdivision, and all improvements hereafter constructed by the Association; and
- (b) areas on a lot within easements granted to the Association or its members for the location, construction, maintenance, repair and placement of boat ramps; and
- (c) all of Outlots A (the bed of Lake Ponderosa); and
- (d) related facilities, landscaped areas and Outlots B (the private streets of Ponderosa Lake Estates Subdivision).

The common area described in subparagraph (a) of this paragraph shall be conveyed to the Association by the time of conveyance of the first lot subject to this Declaration and subject to any adjustment in such areas as may be made by recorded instruments. The easements may be granted or created on a recorded subdivision plat or tract declaration or by a deed or other conveyance accepted by the Association.

10. "Declarant" shall mean Peggy Rae and her successors and assigns, if such successors or assigns would acquire more than one undeveloped lot from Declarant for the purpose of resale and

execute and record a supplemental declaration declaring itself as a succeeding Declarant hereunder provided.

11. "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.

12. "Ponderosa Lake" shall mean the lake in Ponderosa Lake Estates Subdivision (Outlot A) and Ponderosa Lake Estates Third Subdivision (Outlot A), including the land underlying such lake.

13. "Lot" shall mean any one of Lots One (1) through Sixteen (16) and Townhouse Lots Seventeen a (17a) through Townhouse Lots Twenty-Two b (22b), and the Estate Blocks Three (3), Four (4), Five (5) and Six (6), Ponderosa Lake Estates Subdivision and Lots One (1) through Eighteen (18), Block One (1), and Lots One (1) through Ten (10), Block Two (2), Ponderosa Lake Estates Third Subdivision, all described above in the Declaration of Purpose.

14. "Member" shall mean an Owner of a lot in PONDEROSA LAKE ESTATES SUBDIVISION AND PONDEROSA LAKE ESTATES THIRD SUBDIVISION and an Owner of Lots Seventeen a (17a) through Twenty-Two b (22b), Townhouse Lots.

15. Ponderosa Lake Estates Homeowners Association Rules and Regulations shall mean the rules adopted by the Board pursuant to Articles II and III.

16. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot, and an Owner of each half of Townhouse Lots Seventeen (17) through Twenty-Two

(22). Owner may include a person or persons or entities under a recorded contract if the record owner executes a release and transfer of his or her voting rights to the contract purchaser. Others having an interest merely as security for the performance of an obligation are not owners. In the case of lots wherein the fee simple title is vested of record in a trustee pursuant to Nebraska Revised Statutes, Section 30-2801, et. seq., legal title shall be in the trustor.

ARTICLE II.

COVENANTS, RESTRICTIONS AND CONDITIONS

In consideration of the mutual benefits to be derived by the owners of Ponderosa Lake Estates Third Subdivision and any purchaser or purchasers, their heirs, devisees, personal representatives and assigns, the Declarant stipulates and agrees that any and all of Lots One (1) through Eighteen (18), Block One (1) and Lots One (1) through Ten (10), Block Two (2), of Ponderosa Lake Estates Third Subdivision, all 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 subdivision 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 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 subdivision.

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 into the subdivision and placed upon a residential lot. No trailer, tent, garage, shack or other unsightly outbuilding shall be used in the subdivision 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 walls will be approved which might result in a continuous wall around the lake shore. No manufactured housing, no chain link fences of any type and no mercury or sodium vapor lights are allowed on any lot. Grand Island, Nebraska, city installed street lighting is exempted from all lighting restrictions.

3. Architectural Control. The Board of Directors of Ponderosa Lake Estates Homeowners Association shall form an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. The architectural committee shall be composed of a minimum of two (2) lot or estate block owners. The architectural committee shall have the responsibility for approving 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 of the Association or the architectural committee, 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 constructor 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, truck with a capacity of 3/4 ton or more, 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 streets overnight.

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 in the subdivision, and no portion of the subdivision 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 eight (8) hours after trash pickup and stored out of sight from neighboring 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 Ponderosa Lake Estates Homeowners 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. No satellite dish, disks and receiving equipment shall be placed on any residential lot or estate block. A satellite dish, disks and receiving equipment may be placed on an outlot by the Ponderosa Lake Homeowners Association. All cable television lines shall be underground where available.

10. Setback Requirements. All buildings in Ponderosa Lake Estates Subdivision shall be placed on the lot in accordance with the setback requirements of the City of Grand Island. The townhouse lots and Lots Seventeen (17) through Twenty-Two (22) shall have all buildings placed back from the property line of the lot a minimum distance of twenty-five feet (25'), and the townhouse lots shall have a minimum side yard of four feet (4') from the property line. All lots within Ponderosa Lake Estates Third Subdivision 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 wooden shake 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 or open porches.

- a. Any dwelling located abutting Lake Ponderosa 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 Lake Ponderosa 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.

Lots Seventeen a (17a) through Twenty-Two b (22b) are an exception to the preceding paragraphs. On these lots, there shall be constructed townhouses whose total minimum square footage shall be in the covenants for the Ponderosa Villas Homeowners Association, Inc.

13. Vegetation. The owner of each lot shall keep the vegetation and grass thereon cut to a height less than eight inches, 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. There shall be no cottonwood trees planted. All beaches must be maintained and kept clean of weeds, trash and any other unsightly objects.

14. Boat Ramp. Those boat ramp at the following location:

- a. One boat ramp adjacent to Lot One (1), Block One (1), Ponderosa Estates Lake Third Subdivision;

shall be maintained by the Association.

15. Boats. Each lot owner shall be limited to two (2) boats, which can be used on Lake Ponderosa. All boats shall be registered with the Ponderosa Lake Estates Homeowners Association, Inc. The 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. Lot owners of Lots One (1) through Ten (10), Block Two (2), Ponderosa Lake Estates Third Subdivision, do not have the right of boat usage on Ponderosa Lake. Usages allowed are fishing, swimming, ice skating, etc. No non-resident boats shall be allowed on Lake Ponderosa.

16. Ponderosa Lake Usage.

A. The owner of any lot in the subdivision agrees to use Lake Ponderosa in such a manner as not to interfere with the use of the lake by any other 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 Homeowners Association alleging negligent or obnoxious behavior towards other boaters, owners or their guests, the accused will receive notice from the Homeowners Association, and a subsequent hearing will be held before the Board of Directors of the Homeowners Association. If a

homeowner receives two notices, his or her rights may be restricted.

B. Water skiing is allowed on the lake. There shall be a "no wake" zone within fifty (50) feet from any shoreline. No jet skis, jet boats or like equipment shall be allowed on Lake Ponderosa. There shall be "no wake" hours on the entire lake between the hours of 8:00 o'clock p.m. and 12:00 o'clock noon. All lot owners and occupants of Ponderosa Lake Estates Subdivision acknowledge that Ponderosa Lake is potentially dangerous, and there shall be no liability of any kind upon the owners, subdividers or Homeowners Association. The use of Ponderosa Lake by any lot owner and their guests shall be at the sole risk of the owner and guests of the owner.

C. Ponderosa Lake Estates Homeowners Association has the right to disallow water skiing entirely. The decision to disallow water skiing 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 dock must be approved by the architectural committee. There shall be one dock per lakeside lot. The length of all docks shall be approved by the architectural committee. No boat storage garage 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 twenty-five (25) feet of the shore line. It is the intent of the Ponderosa Lake Estates Homeowners Association, Inc. to have a continuous sand beach around the lake.

G. Any real estate taxes levied and assessed against Ponderosa Lake Estates Homeowners Association shall be borne equally and paid by the members of the Ponderosa Lake Estates Homeowners Association through the annual assessments as described in Article III, paragraph 4.

17. Townhouses. Lots Seventeen (17) through Twenty-Two (22) may have one dock per lot. These townhouses shall have one-half of the lot deeded to the owner.

18. 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 Ponderosa Lake Estates Homeowners Association shall be 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 or 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. Classes of Voting Membership. Ponderosa Lake Estates Homeowners Association shall have two (2) classes of voting memberships:

- a. Class A. One (1) share of Class A voting membership shall be issued for each of Lots One (1) through Sixteen (16), and one share for each one-half (1/2) of Lots Seventeen a (17a) through Twenty-two b (22b), and one share for each estate block, Ponderosa Lake Estates Subdivision, and Lots One (1) through Eighteen (18), Block One (1), and Lots One (1) through Ten (10), Block Two (2), Ponderosa Lake Estates Third Subdivision. Each holder of Class A voting membership is entitled to one (1) vote for each share so issued. No shares shall be issued for the outlots.
- b. Class B. Class B voting membership shares shall be issued to Peggy Rae, her successors and assigns, one (1) share for each of Lots One (1) through Sixteen (16), and one (1) share for each one-half (1/2) of Lots Seventeen a (17a) through Twenty-two b (22b), and one share for each estate block, Ponderosa Lake Estates Subdivision, and Lots One (1) through Eighteen (18), Block One (1), and Lots One (1) through Ten (10), Block Two (2), Ponderosa Lake Estates Third Subdivision. Peggy Rae or her successors and assigns shall be entitled to two (2) votes for each share owned. Remaining Class B voting membership shares shall convert to Class A shares when the total votes of the outstanding Class A membership equals or is greater than the total votes of outstanding Class B membership, or thirty (30) years from January 1, 1992, which is the year 2022.

3. Transfer of Class A Voting Membership. Upon the purchase of any lot or estate block within Ponderosa Lake Estates

Subdivision, Peggy Rae, her successors and assigns shall transfer one (1) share of Class A voting membership in the Association to said purchaser and shall surrender one (1) share of Class B voting membership in the Association, which share shall cease to exist. 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 or estate block in the Ponderosa Lake Estates Subdivision.

4. Board of Directors/Annual Assessment. A Board of Directors consisting of three (3) members 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. As long as Class B membership shares exist, the Board of Directors may levy an annual assessment.
- b. From and after January 1 of the year immediately following the point at which all Class B membership shares shall cease to exist, the maximum annual assessment may be increased each year in an amount not to exceed ten percent (10%) above the maximum assessment for the previous year.
- c. From and after January 1 of the year immediately following the point at which all Class B membership shares shall cease to exist, the maximum annual assessment may be increased above ten percent (10%) only by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- d. 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. Any assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

- e. 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 (1½) 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.
- f. 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.
- g. 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 Ponderosa Lake Estates Homeowners Association.

5. Payment of Assessments. Peggy Rae, her successors and assigns, for each lot owned within the Ponderosa Lake Estates Subdivision, hereby covenants, and each owner of any lot by

acceptance of a deed therefor, 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 lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorney fees, shall also be a personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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, Peggy Rae, her 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.

7. Covenant Declared Void. If any of the covenants, restrictions or conditions set forth in this Agreement are 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 Ponderosa Lake Estates Homeowners Association, Inc. and the architectural committee reserve the right to make additional rules and regulations for Ponderosa Lake Estates Subdivision.

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 thirty (30) 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 during the first thirty (30) year period by an instrument signed by at least seventy percent (70%) of the Class A members and one hundred percent (100%) of the Class B members, and thereafter by an instrument signed by at least fifty percent (50%) of the Class A

members and one hundred percent (100%) of the Class B members. Any amendment to this Agreement must be recorded with the Register of Deeds of Hall County, Nebraska.

IN WITNESS WHEREOF, I have signed my name this 23rd day of December, 1994.

P. Rae
PEGGY RAE, Declarant
~~#50 Kuesters Lake Rd.~~ 1104 W. Division
Grand Island, NE 68801

STATE OF NEBRASKA]
] SS
COUNTY OF HALL]

Subscribed and sworn to before me this 23rd day of December, 1994.



Shari Hickman
Notary Public

Entered as Document No.
95- 100038

STATE OF NEBRASKA)
COUNTY OF HALL) SS

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Shari Hickman
REG. OF DEEDS

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