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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Yorkshire Corporation, a duly organized and existing Nebraska corporation, sole owner of all real estate hereinafter described, does hereby adopt, declare and impose upon said real estate these covenants, restrictions, limitations and conditions hereinafter referred to as "covenants" and acknowledge and declare that said covenants henceforth during the time the same remain in effect as hereinafter provided, shall apply to, control and cover the ownership, encumbrance, use and occupancy of each and all of the following described platted lots, to-wit:

Lots One (1), to Thirty-Six (36), both inclusive, in Yorkshire Hills, an addition to Douglas County, Nebraska:

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. At the expiration of said period, said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

2. All lots in said addition shall be known, described and used solely as residential lots, and no structures shall be erected on any of said lots other than one detached single family dwelling not to exceed two stories in height. Private garages in size to accommodate not more than three cars may be attached to or built into

3. None of the said lots shall be resubdivided into two or more smaller lots. Nothing in this paragraph shall restrict any lot owner from conveying any part of his lot to an adjoining lot owner, provided however, that no lot, as a result of such sale, shall be reduced to an area of less than 20,000 square feet.

4. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 20,000 square feet.

5. No one story dwelling shall be permitted on any of said lots which has a ground floor square foot area of less than 1,200 square feet exclusive of porches and garages, provided however, the minimum ground floor square foot area on a full two story plan shall not be less than 900 square feet.

6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other out-building erected upon any of said lots shall at any time be used as a residence, temporary or permanent, nor shall any structure of any temporary character be permitted as a residence. No old structures already built shall be moved into this addition.

8. The owner of each lot, vacant or improved, shall keep said lot free from weeds and debris. No animals, livestock or poultry of any kind, shall be kept on any of said lots, except that dogs, cats, or other household pets, may be kept, provided they are not kept, maintained or bred for any commercial purpose.

9. A perpetual license is hereby granted to and reserved in favor of the Northwestern Bell Telephone Company, Omaha Public Power District, Metropolitan Utilities District and all public

and anchors and pipes and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat, gas and power and for telephone, telegraph and message services along, over, and under and upon a five foot strip of land adjoining the rear and side boundary lines of each lot in said Addition.

10. An easement for drainage purposes is hereby created over and upon a five foot strip of land adjoining the rear boundary lines of lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), and upon the west side boundary line of lot Eighteen (18).

11. All plans and specifications for new dwelling construction must be approved in writing by the Yorkshire Corporation, its successors or assigns before the start of construction.

12. No dwellings shall be occupied until construction is completed in accordance with the plans and specifications approved as provided for in the preceding paragraph. All set-backs shall be measured from the front property line to the nearest structural foundation line. Open porches and terraces shall not be considered in the set-back restrictions.

(a) Front yard set-backs shall be not less than 60 feet on Lots 1 to 10, both inclusive, and on Lots 27 to 36, both inclusive. On all other lots in the Addition the minimum but not necessarily the required front yard set-back shall be not less than 40 feet.

(b) Side yard set-backs shall be not less than 10 feet, except on corner lots. Corner lots shall have not less than 10 feet on the inside side and 20 feet on the street side of the lot.

13. No elm tree of any species shall be planted upon any lot within the Addition and each owner, within one year from the date of

14. If the present or future owners of any of said lots, or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning any other lots in said Addition, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants and either to prevent him or them from doing so or to recover damages resulting from such violation or violations. This paragraph shall not be construed as imposing upon any person, firm or corporation the duty of enforcing any one or all of these covenants.

IN WITNESS WHEREOF, The Yorkshire Corporation has caused this instrument to be executed this 17 day of June, 1961 by its President.

YORKSHIRE CORPORATION

ATTEST:

[Signature]
Secretary

By

[Signature]
President

STATE OF NEBRASKA)

ss.

COUNTY OF DOUGLAS)

On this 17 day of June, 1961, before me, the undersigned, a notary public in and for said county, personally came Leon A. Hickman, president of Yorkshire Corporation, to me personally known to be the president and identical person whose name is affixed to the above Protective Covenants, and he acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

Witness my hand and notarial seal at Omaha, in said County, the