

YORKSHIRE CORPORATION  
TO  
Whom It May Concern

: PROTECTIVE COVENANTS  
: Dated July 20, 1979  
: Filed July 20, 1979

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 1 through 14 inclusive all in Yorkshire Hills 3rd Addition, an Addition in 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 a one detached single family dwelling not to exceed two stories in height. Private garages in size to accommodate not more than four cars may be attached to or built into said dwelling and only three (3) stalls of a four (4) car garage construction will be allowed to face the fronting street except that on any full two-story plan no basement garages will be allowed facing the street. No detached garages shall be allowed on any new construction.

3. None of the said lots shall be resubdivided into two or more smaller lots, except that this paragraph shall not restrict any lot owner from conveying any part of his lot to an adjoining lot owner, provided however, that any lot, as a result of such conveyance reduced to less than 20,000 square feet shall not be used for a dwelling site unless adjoining another lot owned by the same person or persons and the two equal more than 20,000 square feet. No residential structure shall be erected or placed on any building lot or site, which lot or site has an area of less than 20,000 square feet.

4. 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 on each level. A split entry or step up plan shall also cover 1,200 square feet of ground, exclusive of porches and garages. A one story ranch with a basement garage shall not be less than 1,500 square feet covering the ground exclusive of garages and porches.

5. 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.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or moved onto any of said lots at any time except during construction for the purpose of storing tools and construction materials. Upon completion of dwelling temporary structure to be removed. Nor shall any structure of any temporary character be permitted as a residence. No old structures already built shall be moved into this addition. No accessory structures, including fences and retaining walls shall be erected on any of said lots without the prior written approval of Yorkshire Corporation, its successors or assigns.

7. 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 purposes. Lots 10 and 11 are not included in this paragraph for a period of 1 year from the date of this filing.

8. A perpetual easement is granted to the Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a five foot (5)' wide strip of land abutting the front and side boundary lot lines; an eight foot (8)' wide strip of land abutting the rear boundary line of all interior lots lines; and a sixteen foot (16)' wide strip of land abutting the rear boundary line of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen foot (16)' wide easement will be reduced to an eight foot (8)' wide easement when adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. We do further grant a perpetual easement to Metropolitan Utilities District, their successors and assigns to erect, operate, maintain, repair and renew, pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water, on, through, under and across a five foot (5)' wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

9. A perpetual utility easement is granted to Metropolitan Utilities District located in lot 9, Yorkshire Hills 3rd, and being more particularly described as follows: commencing at the southeast corner of said lot 9, Yorkshire Hills 3rd, thence north 22 30" 43' W along the east line of said lot 9 a distance of 223.40 feet to the point of beginning, thence south 67 29" 17' W a distance of 80.50 feet to a point of curvature, thence southwesterly along a curve to the left having a radius of 75.05 feet an arc distance of 70.11 feet to a point on the northerly right-of-way of Lockwood Circle, thence northwesterly along said right-of-way of Lockwood Circle along a curve to the left having a radius of 50.00 feet an arc distance of 11.77 feet to the southwest corner of aforesaid lot 9, thence north 28 01" 33' E along the west line of said lot 9 a distance of 111.02 feet, thence north 67 29" 17' E a distance of 61.49 feet to a point on the east line of said lot 9, thence south 22 30" 43' E along said east line a distance of 50.00 feet to the point of beginning.

10. A perpetual utility easement is granted to Metropolitan Utilities District located in lot 7, Yorkshire Hills 3rd, and being more particularly described as follows: commencing at the northeast corner of said lot 7, Yorkshire Hills 3rd, thence south 28 01" 33' W along the east line of said lot 7 a distance of 79.64 feet to the point of beginning, thence continuing south 28 01" 33' W along the east line of said lot 7 a distance of 111.02 feet to a point on the northerly right-of-way of Lockwood Circle, thence northwesterly along said right-of-way along a curve to the left having a radius of 50.00 feet an arc distance of 40.63 feet, thence northeasterly along a curve to the right having a radius of 125.05 feet an arc distance of 118.98 feet, thence north 67 29" 17' E a distance of 19.02 feet to the point of beginning.

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

12. Driveway culverts either rolled steel or concrete shall be used on all driveway approaches to the street as required by Yorkshire Corporation its successors or assigns in accordance with the driveway culvert specifications of Douglas County, State of Nebraska.

13. Exposed foundations fronting streets shall be faced with clay brick or natural stone above ground lines. Exposed exterior furnace and fireplace chimneys shall be in brick or stone and approximately 1/3 of the front elevation of the dwelling above the foundation shall be in brick or stone to match the front exposed foundation.

14. No dwelling shall be occupied until construction is completed in accordance with the plans and specifications approved as provided for in the preceding paragraphs. 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) The minimum front yard set-backs shall not be less than 40 feet, but not necessarily the required front yard set-back

if a greater distance is necessary to make a better and more desirable setting for the dwelling as required by Yorkshire Corporation, its successors or assigns.

- (b) There shall be a side yard of 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.

15. The owner of each lot within Yorkshire Hills 3rd Addition shall, by purchasing a lot or lots within said addition, automatically agree to join a Sanitary and Improvement District when formed and to connect to a sanitary sewer at such future date as a sewer line reaches within 600 feet of the final plat of this addition as filed.

16. A perpetual license is hereby granted and reserved to the Yorkshire Corporation and its successors and assigns for the construction, installation, operation, maintenance and repair of a sanitary sewer facility along, over, under and upon a five foot (5') strip of land adjoining the front, rear and side boundary lines of each lot in said addition.

17. No vegetable garden, field crops, or fences shall be grown, or placed upon that portion of any lot nearer to the street than provided in the building set-back lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedge, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with an unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs, shall be permitted to remain on any part of any lot.

18. 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 20th day of July, 1979.

YORKSHIRE CORPORATION

Attest: Bettie M. Hickman  
Secretary

By: [Signature]  
President



STATE OF NEBRASKA )  
: ss.  
COUNTY OF DOUGLAS )

On this 20<sup>TH</sup> day of JULY, 1979, 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.

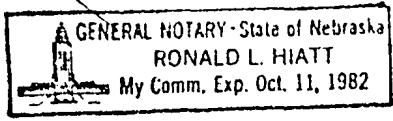
Witness my hand and notarial seal at Omaha, in said County, the day and

Notary Public  
86-149-15  
12-20

Book 617  
Page 635  
Date

[Signature]  
Notary Public

My commission expires the 11 day of August, 1982.



RECORDED  
JUL 20 1979

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Hickman