

PROTECTIVE COVENANTS
FOR
BLOCKS 1-2-3 and 4 and OTHER BLOCKS IN
CORNISH HEIGHTS ADDITION
IN DOUGLAS COUNTY, NEBRASKA

1. The following covenants shall run with the land in Blocks 1, 2, 3 and 4 in CORNISH HEIGHTS ADDITION, Douglas County, Nebraska, and if, as and when all or part of the $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$, Section 26, Township 15, Range 12 is duly surveyed, platted and recorded as additional blocks in CORNISH HEIGHTS ADDITION, then also with the land in such additional blocks, all of which land is hereinafter referred to as CORNISH HEIGHTS. They shall be binding on the owners of any part of same and on all persons claiming under them until the first day of December, 1960, at which time such covenants shall be automatically extended for successive periods of 10 (ten) years unless prior thereto they have been terminated or amended as hereinafter provided. They are and shall be for the benefit of each and every one of said lots, and shall be enforceable by any owner of any lot in CORNISH HEIGHTS.

2. By accepting a deed to any part of CORNISH HEIGHTS the grantee shall thereby bind himself, his heirs, executors, administrators and assigns, and agrees to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

3. From time to time the legal title owners of a majority of the lots in CORNISH HEIGHTS may, by written instrument recorded in the office of the Register of Deeds, Douglas County, Nebraska, terminate these covenants or amend them in any way as to procedure or provisions governing the Restrictions Committee, or amend them in any other manner which would make their restrictive provisions less onerous except that in the case of paragraph 10 (ten) hereof such amendments might also provide for an increase of the dollar cost of a dwelling if such increase is substantially merely a reflection of the actual increase in cost of the building at the time of such amendment of a dwelling which is equivalent in quality to a dwelling costing \$13,500 at the present time. Such declaration of termination or amendment shall become effective at the end of the 10 (ten) year period in which it is filed unless prior to such date a different and superseding declaration is similarly executed and filed.

4. For the purpose of construing and applying these covenants a lot shall mean a lot as now platted or a parcel composed of all of one lot as platted and part or parts of one or more adjoining lots or a parcel composed of parts of two adjoining lots, provided that it has a depth and street frontage of not less than the depth and street frontage of one or the other of the lots comprising such parcel. In all such cases the parts of original lots which do not so qualify shall no longer be considered as lots.

5. All of said lots and each of them shall be subject to the right of the Omaha Public Power District and the Northwestern Bell Telephone Company and the Northern Natural Gas Company and the Sanitary District No. 1, Douglas County, Nebraska, and their successors, lessees and assigns to construct and maintain underground conduits in, and a joint pole line over and upon the rear and side boundary line of said lots, and a right-of-way four feet wide on either side of said lines is reserved for this purpose.

6. Said premises shall be used and occupied for residence purposes exclusively.

7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuildings on any lot shall be used as a residence temporarily or permanently.

8. All buildings constructed, placed or permitted to remain on any lot shall be constructed of wood, stone, brick, cement, stucco, brick veneer, tile or other similar high quality and permanent material in general conformity with the neighborhood and no building of a temporary, flimsy or experimental nature shall be constructed, placed or allowed to remain on any lot.

9. All dwellings on any lots shall front to the street upon which said lots abut and no part thereof shall be nearer to the street line than forty (40) feet nor to its rear line than thirty-five (35) feet nor to its side line than fifteen (15) feet. A terrace or open porch may project beyond such limitations.

10. The cost of each dwelling, exclusive of outbuildings, shall not be less than \$13,500.00 and each dwelling constructed shall have at least 1,200 square feet of floor space on its first floor except that in the case of a one and one-half story or taller dwelling such floor space need not

exceed 1,000 square feet.

11. All outbuildings on any lot must be built of the same material and correspond in architecture with the dwelling and shall not be built within 100 feet of the street line upon which said lots front, nor within 15 feet of the side or back lot lines.

12. All earth from the cellar, basement or other excavation of any lot shall be removed from said lot and the general slopes of said lot, after the buildings have been erected shall remain substantially as they are at the date hereof.

13. All foundations above the ground line must be faced completely with pressed brick, stone or some other approved material.

14. John D. Wear, Joel O'D. Cornish and Robert E. Wear shall constitute a committee, hereinafter referred to as Restrictions Committee, for the purpose of maintaining the conformity, harmony and general high quality of design and appearance of improvements on lots in this subdivision. The legal title owners of a majority of the lots in CORNISH HEIGHTS can at any time, by written instrument filed in the office of the Register of Deeds, Douglas County, State of Nebraska, remove any member of the Restrictions Committee and replace any member who has been so removed or has died or has, by a similarly recorded written instrument, resigned. Prior to any such replacement the remaining members or member of such Restrictions Committee shall exercise all its powers. Such Restrictions Committee shall have the power to delegate all its powers to one member of such committee.

15. No building or other structure shall be erected, placed, or altered on any lot in CORNISH HEIGHTS until the building plans, specifications, and plot plan showing the location of such building or other structure have been approved in writing as to conformity and harmony of external design with existing structures in CORNISH HEIGHTS, and as to location of the building with respect to topography and finished ground elevation by the Restrictions Committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and

this covenant will be deemed to have been fully complied with.

16. The Restrictions Committee may assess an annual charge not to exceed ten cents a front foot against all of the lots in CORNISH HEIGHTS, which assessment shall constitute a lien on such lots and a debt of the owners thereof. They shall collect the assessment so made and hold and manage and expend the same as a maintenance fund for the purpose of maintaining parkings, streets, lights, vacant lots, weed cutting, street planting and other similar expenses and improvements for the mutual advantage of all of the owners of lots in CORNISH HEIGHTS. Such assessment shall only be made in amounts which the Restrictions Committee expect will be expended within two years.

SIGNED this 28th day of December, 1950, by the owners of all of the property in CORNISH HEIGHTS.

Joel O'D. Cornish
John D. Wear
TRUSTEES

Joel O'D. Cornish & his wife Marcella S. Cornish
Robert E. Wear & his wife Frances R. Wear

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

John D. Wear, single.

On this 28th day of December, 1950, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Joel O'D. Cornish and John D. Wear, Trustees, to me known to be the identical persons whose names are affixed

to the foregoing Protective Covenants, and acknowledged the same to be their voluntary act and deed and their voluntary act and deed as such Trustees. My commission expires July 6 1955.

Paul Z. Steinwender
Notary Public.

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

On this 28th day of December, 1950, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Joel O'D. Cornish and Marcella S. Cornish to me known to be the identical persons whose names are affixed to the foregoing

Protective Covenants, and they severally acknowledged the same to be their voluntary act and deed. My commission expires July 6 1955.

Paul Z. Steinwender
Notary Public.
14. 30