

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995:

All lots in Blocks 1 through 20, both inclusive, in Leewood West, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them so doing, or to recover damages or other dues for such violation.

Invalidation of any 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.

A. said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the owners thereof for church, educational, charitable or public non-profit, recreational purposes.

B. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as herein after defined, other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than forty feet to the front lot line, nor shall any building, except a detached garage, be located nearer than ten feet to any side line of any building plot; provided however, that if the Board of Appeals of the City of Omaha, Nebraska, shall by resolution permit a lesser minimum setback, lot area or side yard for any building plot, then as to such plot the determination of said Board shall govern and shall automatically supersede these Covenants.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of Morrison Bros., Inc., a Nebraska corporation. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. The maximum height of any fencing extending in front of the residential structure shall be 2 feet 6 inches.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete block or masonry foundation walls must be painted. All driveways must be constructed of concrete, brick, asphalt or laid stone. No driveways will be permitted to open onto 132nd Street.

G. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying

and transmission of electric current for light, heat and power and for all telephone and telegraph and message services over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition, provided however, that said lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

H. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure.

I. The finished enclosed living area of the main residential structure shall at least equal the following minimums:

- (1) For one-story ranch style or for split-level styles 1400 square feet plus two-car attached garage or 1500 square feet plus two-car detached or basement garage.
- (2) For two-story style 1000 square feet on first floor plus 1000 square feet on second floor plus two-car garage.
- (3) For one-and-one-half story style 1300 square feet on first floor with entire upstairs finished (except for area over an attached garage) plus two-car attached garage, or 1500 square feet (with entire upstairs finished) plus two-car basement or detached garage.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 26th day of October 1964.

Attest:

Secretary

By

President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

came DONALD M. MORRISON, President of Morrison Bros., Inc., to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Notary Public

RECEIVED

DEC 16 PM 3 05

THOMAS J. ROSS
REGISTERED
OFFICIAL

420 MEAS
551

Thomas J. Ross

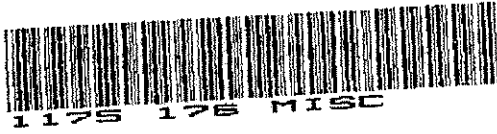
DEPUTY

WILL BILLY RICHARDS

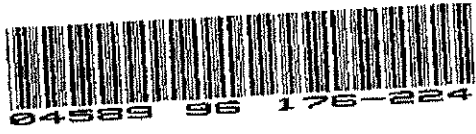
323 S. 1st St.

175-177-157 C.F.M.P.A.

Insurance for



1175 175 MISC



04589 96 175-224

RECEIVED
Apr 24 1 38 PM '96
APR 24 1 38 PM '96

GEORGE J. LUDLEWICZ
REGISTERED
DOUGLAS COUNTY, NE

04589
421 59-22160
421 59-22160
421 59-22160
421 59-22160

LEAWOOD WEST PROTECTIVE COVENANTS
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LEAWOOD WEST A SUBDIVISION
IN
DOUGLAS COUNTY, NEBRASKA

PREAMBLE:

These covenants are to run with the land and shall be binding and all present and future parties and all persons claiming under them for a period of thirty years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority (75%) of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part. Said covenants shall apply to all lots in Block 1 thru 21, in Leawood West, A subdivision in Douglas County, Nebraska.

If the present or future owners of any said lots, or their grantees, heirs or assignees, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

Return: PATSY PERRY
12725 MORRISON DR.
Omaha NE 68154-2957
697.9629

COVENANTS

- A. All lots in Leawood West shall be known, described and used as single family residential lots. Not more than one house shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.
- B. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as hereinafter defined, other than one detached single family dwelling not to exceed two and one half stories in height, with an attached garage, and/or breezeway.
- C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand square feet and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot" except as hereinafter provided, no building shall be located on any "residential building plot" nearer than forty feet to the front line, nor shall any building except a detached garage, be located nearer than ten feet to any side line of any building plot; provided, however, that if the Board of Appeals of the City of Omaha, Ne., shall by resolution, permit a lesser minimum set back, lot area, or side yard for any building plot, then as to such plot the determination of said Board shall govern and shall automatically supersede these Covenants.
- D. No noxious or offensive trade or activity to include a business in the home/garage shall be carried on upon any plot nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood. We are zoned R2 (residential--no businesses per city ordinance).
- E. No outside satellite, radio, television or electronic antenna shall be erected on any building plot without the written consent of Leawood West Homeowners Association, a Nebraska Corporation.
- F. No outside above ground trash piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building lot. All fuel tanks must be buried beneath ground level.
- G. The maximum height of any fencing extending in front of the residential structure shall be four feet.

H. At no time can a trailer, basement, tent, shack, garage, barn, boat or other outbuilding erected on said real estate be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

I. The exposed front foundation wall (and also the foundation wall facing the side street on corner lots) of all main residence structures must be constructed of or faced with brick, stone or stucco. All exposed side and rear concrete block or masonry walls must be painted, (color coded to the house). No driveways will be permitted to open onto 132nd Street.

J. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and U. S. West Telephone Company, their successors and assigns, to erect and operate, maintain, repair, and renew poles with the necessary supports, sustaining wires, cross arms, guys, and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph message services over, under and upon a five foot strip adjoining the rear and side boundary lines of said lots in said addition; provided; however, that said lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot within 36 months of the date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty days of their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

K. The finished enclosed living area of the main residential structure shall at least equal the following minimums:

1. For a one story ranch style or split level style:
(with basement)
1400 square feet plus two car attached garage or
1500 square feet plus two car detached or basement garage.
2. For two story style:

1000 square feet first floor plus 1000 square feet on
on the second floor plus two car garage. (With full
or partial basement).

3. For one and a half story style:

1300 square feet on the first floor with entire upstairs finished (except for area over an attached garage) plus two car attached garage, or 1500 square feet (with entire upstairs finished) plus two car basement or attached garage. (with full or partial basement)

END