

PROTECTIVE COVENANTS

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, 1986:

All lots in Blocks Ten (10) and Eleven (11); Lots Five (5), Six (6), Seven (7) and Eight (8) in Block Four (4); Lots One (1) to Fourteen (14), both inclusive, in Block Twelve (12), in Leawood, 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 from 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 public, church, educational or charitable uses.

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, a private garage, attached breezeways and other out-buildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than fourteen thousand (14,000) 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 or sideyard 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. Real Estate Co., a Nebraska corporation. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot and such residential "For Sale" signs shall not be larger than 2 feet by 3 feet in size excepting only the signs of Morrison Bros. Real Estate Co. 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. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by Morrison Bros. Real Estate Co. The exposed front foundation wall of all main residential structures must be constructed of or faced with brick or stone. 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.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

1400 square feet for one-story or 1½ story dwellings; 1500 square feet for split-level dwellings or dwellings with basement garages; 850 square feet for two-story dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars.

H. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, 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 service over and upon a five (5) foot strip of land adjoining the rear boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 3rd day of October, 1959.

MORRISON INVESTMENT CO., INC.

By Donald M. Morrison  
Donald M. Morrison, President

Attest:

Roderick F. Morrison  
Roderick F. Morrison, Secretary

STATE OF NEBRASKA )  
                          )ss. On the date last above written, before me, the  
COUNTY OF DOUGLAS ) County, personally came Donald M. Morrison,  
                          ) President of Morrison Investment Co., Inc.,  
to me personally known to be the identical person whose name is affixed to the above instrument and 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 year last above written.

Ernest Thompson  
Notary Public



My Commission Expires: 11-12-64

