

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF LEAWOOD SOUTHWEST ADDITION  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

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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:

All Lots 1 through 181, both inclusive, in Leawood Southwest, 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.

1. 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 or public nonprofit recreational purposes, which purpose or purposes shall be expressly approved by the owners.

2. 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 outbuildings incidental to residential uses, nor containing a ground floor area, exclusive of porches, breezeways, carports, and garages of less than 1,400 square feet in the case of a one story, nor less than 1,100 square feet in the case of a two story structure, not having a garage for less than two automobiles.

3. No residential structure shall be erected or placed on any building plot which has an area of less than 7,500 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 35 feet to the front lot line, nor shall any building, except a detached garage, be located nearer than 7 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.

4. 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 Leawood III, 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.

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5. 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.

6. The exposed front foundation wall (and also the wall facing the side street or 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.

7. 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 cables, conduits, and 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, upon, or under a 5 foot strip of land adjoining the side boundary lines of said lots; and 8 foot strip of land adjoining the rear boundary lines of interior lots; and a 16 foot strip of land adjoining the rear boundary lines of exterior lots.

8. Dwellings shall not be moved from outside of Leawood Southwest to any lot within this subdivision.

9. All telephone and electric power service lines from property line to dwelling shall be underground.

10. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 256 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees, representatives, successors, assigns, and the employees, and representatives of its successors or assigns, to enter upon said property to construct, reconstruct, repair, maintain, improve, and inspect each sewer, and to inspect sewage thereof or therein.

11. For the purposes of these restrictions, two story height, as hereinbefore mentioned in No. 3, shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

12. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and a plot plan showing the location of the structure or improvement have been submitted to Leawood III, Inc., or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot; provided that Leawood III, Inc., specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned Leawood III, Inc., or its assigns, as required in these Covenants, shall be in writing. Failure of Leawood III, Inc., or its assigns, to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval, as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

13. These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these Covenants are recorded.

DATED this 11 day of Oct, 1973.

LEAWOOD III, Inc., A Nebraska Corporation

By Courtney Quinn  
President

ATTEST:

Charles V. Jan  
Secretary

3/11/73

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RECORDED

THE STATE OF NEBRASKA }  
 Douglas County }  
 Entered in Numerical Index and filed  
 for Record in the office of the Register of  
 Deeds of said County and recorded in  
 Book 527 of 1100  
 Page 231

C. Harold Carter  
 Reg. of Deeds

Leawood III Inc  
 Deputy

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