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DOUGLAS COUNTY, NE

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421 Cash 59-22160  
PL  
JUN 25 1996

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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.

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Return: PATSY PERRY  
12705 MORRISON DR.  
Omaha, NE 68154-2951  
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

FOR USE BY OWNERS OF PROPERTY IN LEAWOOD WEST SUBDIVISION ONLY

The undersigned, being the owners of the hereinafter described real property in Douglas County, Nebraska, hereby declare that all of our said real property shall be held, sold and conveyed subject to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS herewith which shall run with our said real property and be binding on all parties having any right, title or interest therein, our heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Lot Number and Subdivision: Owners' Name(s) and Signature(s):

Lot No. 4 Print Name: PREY J. JACOBSEN Signature: [Signature]

Block No. 3 Print Name: KRISTIN JACOBSEN Signature: [Signature]  
(Leawood West)

Lot No. 12 Print Name: BEN E. EBORG Signature: [Signature]

Block No. 14 Print Name: REGINA U. EBORG Signature: [Signature]  
(Leawood West)

Lot No. 17 Print Name: HAROLD T. DIBELKA Signature: [Signature]

Block No. 11 Print Name: SERAFINE C. DIBELKA Signature: [Signature]  
(Leawood West)

Lot No. 8 Print Name: VIRGINIA KURZAK Signature: [Signature]

Block No. 5 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Leawood West)

Lot No. 2 Print Name: JEANNE E. PINNOC Signature: [Signature]

Block No. 7 Print Name: DARRELL N. PINNOC Signature: [Signature]  
(Leawood West)

Lot No. 13 Print Name: CHARLES LINDMIR Signature: [Signature]

Block No. 11 Print Name: BEVERLY J. LINDMIR Signature: [Signature]  
(Leawood West)

Lot No. 5 Print Name: DONALD HOBERMAN Signature: [Signature]

Block No. 9 Print Name: NANCY HOBERMAN Signature: [Signature]  
(Leawood West)

Lot No. 1 Print Name: BRADLEY D. PETERSEN Signature: [Signature]

Block No. 3 Print Name: CHRISTINE M. PETERSEN Signature: [Signature]  
(Leawood West)

Lot No. 18 Print Name: ESTHER M. HANDSCHUK Signature: [Signature]

Block No. 13 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Leawood West)

Lot No. 11 Print Name: ELIZABETH M. COFFEY Signature: [Signature]

Block No. 8 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Leawood West)

Lot No. 22 Print Name: ANN B. WILLIAMS Signature: [Signature]

Block No. 12 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Leawood West)

pgs 7-49  
all signatures  
pgs  
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