

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LEAWOOD SOUTH ADDITION
A SUBDIVISION IN SARPY COUNTY, NEBRASKA

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 87, both inclusive, in Leawood South, a Subdivision in Sarpy 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 1,200 square feet in the case of one story, nor less than 1,000 square feet in the case of a two story structure, nor 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 7,200 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 30 feet to the front lot line, nor shall any building, except a detached garage, be located nearer than 10 feet to any side line of any building plot; provided, however, that if the Board of Appeals of the City of Papillion, 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 Cordon Corporation, 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.

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 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.

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; an 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 South 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. 109 of Sarpy County, Nebraska, and to the City of Papillion, 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 Cordon Corporation, 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 Cordon Corporation 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 Cordon Corporation, or its assigns, as required in these Covenants, shall be in writing. Failure of Cordon Corporation, 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 1st day of May, 1978.

CORDON CORPORATION, A Nebraska Corporation

By *Louise J. Jinn*
President

ATTEST:

Clara M. Morrison
Secretary

EASEMENT

The Grantor, CORDON CORPORATION, a Nebraska corporation, in consideration of One Dollar (\$1.00) and other good and valuable consideration received from Grantee, does grant, bargain, sell, convey and confirm unto SANITARY AND IMPROVEMENT DISTRICT NO. 109 of Sarpy County, Nebraska, a Nebraska corporation, a perpetual easement over and upon the following described real property:

The east fifteen feet (15') of Lot 64, Leawood South, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

A twenty-five foot (25') strip of land adjoining the rear boundary lines of Lots one through twenty-four (1-24) in Leawood South, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Said easement(s) is granted for the sole purpose of allowing the Grantee, its successors and assigns, to enter upon said property to construct, maintain, and repair landscaping improvements, including, but not limited to the planting of trees, shrubs and other landscaping appurtenances.

This easement shall run with the land.

DATED this 1st day of April, 1978.

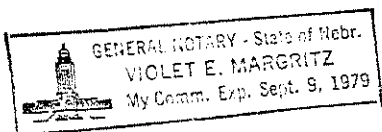
CORDON CORPORATION

By: *Courtney Quinn*
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BEFORE ME, a Notary Public qualified in said County, personally came COURTNEY QUINN, President of CORDON CORPORATION, a corporation, known to me to be the President and identical person who signed the foregoing 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 on April 1st, 1978.



Violet E. Margritz
Notary Public

FILED FOR RECORD _____ AT _____ M. IN BOOK _____ OF _____

PAGE 791 *[Signature]* RECORDERS OFFICE COUNTY, NEB.

12025

SE⁴ NW⁴ SECTION 34, T14N, R12E

SARPY COUNTY, NEBRASKA

LEAWOOD SOUTH DEDICATION:

Know all men by these presents: That the Cordon Corporation, being the owner, and Faye Lechlitter, being the mortgage holder of the land described within the surveyors certificate and embraced within this plat, have caused said land to be divided into lots, blocks and streets, to be numbered and named as shown, said subdivision to be herein after known as Leawood South, and we do hereby ratify and approve to the disposition of our property as shown on this plat.

WE do further grant to the Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, perpetual easements, to erect, operate, maintain, repair and renew, poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

CORDON CORPORATION, OWNER

BY *Courtney Quinn*
Courtney Quinn, President

Donald Morrison
Donald Morrison, Secretary

MORTGAGE HOLDER

Faye Lechlitter
Faye Lechlitter, attorney in fact