

PROTECTIVE COVENANTS

ROANOKE ESTATES

The undersigned, Dial Construction Co., Inc., a Nebraska corporation, hereinafter called "Dial", and Kuno J. Bauermeister and Edna B. Bauermeister, husband and wife, being the owners of all of the Lots described as follows, to-wit:

Lots One (1) to Two Hundred Thirteen (213) inclusive, and out lots One (1) through Six (6) inclusive, Roanoke Estates, all as surveyed, platted and recorded, in Douglas County, Nebraska,

do hereby adopt and impose upon each and all of said lots and do hereby make, declare, and publish that all of said lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, to-wit:

1. Except as provided in paragraph 2 hereof, all of said lots shall be used only for single family residential purposes, and not more than one single family dwelling with garages shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed two and one-half (2½) stories in height together with a private garage, attached breezeways and other out buildings incidental to residential use, provided, however, that it shall be permissible to use an area greater than one lot as the site for one said residential building together with private garages, attached breezeways and other out buildings incidental to residential use. The term "Lot" as used herein, shall mean a lot as now platted in said subdivision or parts of two adjoining lots as now so platted, the total width of which at the front lot line shall not be less than the width of the

front lot line of either of the lots comprising a part of such parcel.

2. Lot thirty-six (36) may be used for park, recreational or other public purposes, and Dial reserves the right to sell, convey, or dedicate all or any portion of any other lot or lots for any church, school, park or other public purpose, and any lot or lots thus sold, conveyed or dedicated for such purposes shall not be subject to or governed by the provisions contained in paragraphs 1, 3, 4 and 5 hereof.

3. No single family dwelling shall be erected or placed on any lot which has an area of less than seventy-five hundred (7500) square feet. No such building shall be located on any of said lots nearer than thirty-five (35) feet to the front lot line of any lot nor shall any such dwelling, except a detached garage, be located nearer than seven (7) feet from any sideline of any lot. On corner lots used for single family dwellings, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements, and the other street-side yard shall be not less than one-half of the applicable front yard requirement. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a dwelling, provided, however, that no part of any structure shall be permitted to encroach upon or hang over a lot owned by a person other than the owner of the lot on which such building is located. In the event that the Board of Appeals or other appropriate governmental authority, permits a lesser lot area or front or side yard for any lot, then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals or other appropriate governmental authority.

4. The ground floor enclosed area of any single-family dwelling, exclusive of open porches, open breezeways, basements and garages shall not be less than 912 square feet for a one-story dwelling, nor less than 720 square feet for a one and one-half or two-story dwelling.

5. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to Dial and shall have received the prior written approval of Dial as to conformity and harmony of design, location and grade with then existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof until Dial or its successors or assigns shall file in the office of the Register of Deeds of Douglas County, Nebraska a written release of said provisions. The term "structure" as used herein refers to and includes anything constructed or erected, the use of which requires location on the ground or attachment to something located on the ground. Failure of Dial to approve or disapprove such plans, specifications and plot plan for any lot within 30 days after submission thereof to Dial shall operate to release such lot from the provisions of this paragraph.

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits or poles with necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities, and in connection therewith to extend wires for the carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message

service over, under, through and upon a five foot strip of land adjoining the rear and side boundary lines of all lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision, provided, however, that said sideline easement is granted upon the condition that if both of said companies fail to install cables, conduits or poles along any such side lot line within 36 months after the date hereof or if any such installation is made but is thereafter removed, without replacement within 60 days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No fence shall be erected or permitted to remain on any lot in front of the minimum building setback line applicable thereto.

9. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with

all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof.

11. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until January 1, 1986, at which time said provisions shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions, and proceedings at law or in equity to prevent or restrain such violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

12. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. Dial reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where, in Dial's discretion, Dial deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Dial.

13. All rights, powers and privileges herein reserved by or vested in Dial shall in all respects inure and apply to Dial's.

respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Dial.

14. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

DATED this 15<sup>th</sup> day of November, 1966.

DIAL CONSTRUCTION CO., INC.

By

Ewel J. Karnes  
President

ATTEST:

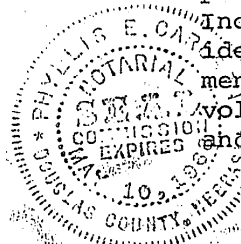
Phyllis E. Carlson

Kuno J. Bauermeister  
KUNO J. BAUERMEISTER  
Edna B. Bauermeister  
EDNA B. BAUERMEISTER

Husband and wife

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of November, 1966, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ewel J. Karnes, to me personally known to be the President of Dial Construction Co., Inc., a Nebraska corporation, and to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.



Phyllis E. Carlson  
Notary Public

My Commission expires:

May 10, 1968

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

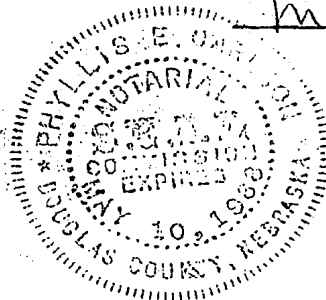
On this 15<sup>th</sup> day of November, 1966, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Kuno J. Bauermeister and Edna B. Bauermeister, husband and wife, and to me known to be the

identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

Phyllis E. Carlson  
Notary Public

My Commission expires:

May 10, 1968



identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

Notary Public

My Commission expires:



*George J. ...*

445  
447  
mud.

BY *David A. ...*  
MAIL 8801  
99-5994-50  
68

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DECATAS COUNTY, NEBR.

RECEIVED  
JAN 6 PM 2 20

79  
597