

77-9397

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The Undersigned, DIAL CONSTRUCTION COMPANY, INC., a Nebraska corporation, hereinafter called "Dial", being the owner of all of Lots 214 through 520, excepting therefrom Lots 270, 265, 232, and 227, inclusive, Roanoke Estates, all as surveyed, platted and recorded in Douglas County, Nebraska, does hereby make, declare and publish that the said lots referred to are shall be owned, conveyed and held under and subject to the following conditions and restrictions, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, to-wit:

1. All of said lots above described, now and in the future, shall be used only for single family residential lots, 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, the total width of which at the front line shall not be less than the width of the front lot line of either of the lots comprising a part of such parcel. All homes constructed on said lots must have two car garages. Dial reserves the right to waive this requirement in the event that it can be shown that the size or shape of the lot will not accommodate a house meeting the requirements of these covenants with a two car garage.

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2. 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.

3. The ground floor enclosed area of every single floor dwelling, including but not limited to, ranch, split-level, step-up and raised ranch homes, exclusive of open porches, open breezeways, basements and garages, shall not be less than one thousand two hundred (1,200) square feet. The ground floor enclosed area of any two story or one and one-half story homes, exclusive of open porches, open breezeways, basements and garages shall not be less than eight hundred sixty (860) square feet.

4. 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.

5. 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.

6. 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. 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.

7. 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.

8. 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. All exposed foundations of homes constructed on said lots shall be painted in such color or colors as to harmonize with the paint, stain or color of the house so constructed. All exposed foundations facing the front of each improved lot shall be bricked or painted, poured brick, formed foundations.

9. All plumbing, electrical wiring, telephone service, or any other service connecting the house constructed on the premises to any public utility service shall be placed and located under ground.

10. 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, 1985, 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.

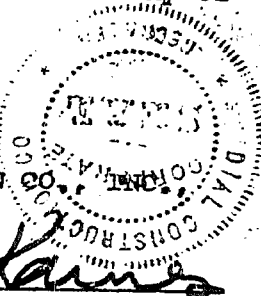
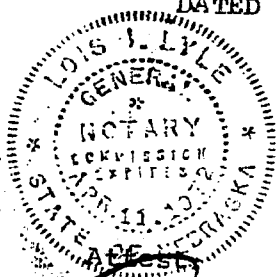
11. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. Dial reserves and shall have the exclusive right to modify or waive 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.

12. 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.

13. 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 9th day of February, 1971.

DIAL CONSTRUCTION CO. INC. BY Evelyn James President



Lois L. Lyle
Secretary
STATE OF NEBRASKA)

) ss.
COUNTY OF DOUGLAS)

On this 9th day of February, 1971, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County and State, personally came Evelyn James President of Dial Construction Co., Inc., a Nebraska corporation, and Harold Estler, Secretary of Dial Construction Co., Inc., a Nebraska corporation, to me known to be the identical persons whose names are subscribed to the foregoing instrument, they acknowledged the execution to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and last above written.

Lois L. Lyle
Notary Public

My Commission expires:
April 11, 1972

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, ON 16 DAY OF February 1971. 10:47A.M. & HAROLD ESTLER, REGISTER OF DEEDS