

PROTECTIVE COVENANTSROANOKE ESTATES

The undersigned, Dial Construction Co., Inc., a Nebraska corporation, hereinafter called "Dial", and Euno 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 agreements 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 15th day of November, 1966.

DIAL CONSTRUCTION CO., INC.

By Ewel J. Karnes President

ATTEST:

[Signature]

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

Husband and wife

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 15th 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.

My Commission expires:

May 10, 1968

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

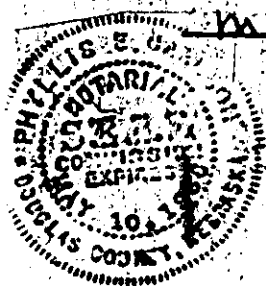
On this 15th day of November, 1966, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Kuno J. Bauermeister and Edna B. Bauermeister, husband and wife, and to me known to be the

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



BOOK 445 PAGE 454

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

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THOMAS J. O'CONNOR
REGISTERED
DELAWARE COUNTY, NEBR.

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MODIFICATION OF PROTECTIVE COVENANTS

ROANOKE ESTATES

WHEREAS, Dial Construction Co., Inc., a Nebraska corporation, hereinafter called "Dial", and Kuno J. Bauermeister and Edna B. Bauermeister, husband and wife, placed of record certain Protective Covenants on certain property in the County of Douglas, State of Nebraska, which is more particularly described as follows:

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

WHEREAS, the said above-referred to Protective Covenants were recorded in Book 445 at Page 447 through 453, inclusive, of the Miscellaneous Records of Douglas County, Nebraska, and

WHEREAS, Paragraph 1 of said Protective Covenants states that not more than one single-family dwelling shall be permitted to remain on any one of said lots in Roanoke Estates, and

WHEREAS, Paragraph 12 of said Protective Covenants grants Dial the exclusive right to modify or waive the Protective 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, and

WHEREAS, Lot Eleven (11), Roanoke Estates, as surveyed, platted and recorded, in Douglas County, Nebraska, is considerably larger than the adjacent and surrounding lots in Roanoke Estates and a 15-foot permanent sewer and drainage easement, recorded in Book 620 at Page 587, of the Miscellaneous Records of Douglas County, Nebraska, has been placed upon Lot Eleven (11), and

WHEREAS, Dial desires to modify said Protective Covenants to allow Lot Eleven (11), Roanoke Estates, to be divided into two building lots each containing an area of greater than seventy-five hundred (7,500) square feet,

INSTRUMENT FILED

BOOK 636 PAGE 750

NOW, THEREFORE, in consideration of the foregoing preamble and other good and valuable consideration, Dial deems it necessary and advisable because of special circumstances and to prevent hardship and does hereby modify said Protective Covenants in order to allow Lot Eleven (11), Roanoke Estates, as surveyed, platted and recorded, in Douglas County, Nebraska, to be divided into two building lots, each to be used in the same manner as if they had been platted as individual lots, provided that the frontage of each of the two lots resulting from the division of said Lot Eleven (11) shall have a front footage no less than the previously platted lot adjoining, and each lot shall contain an area of more than seventy-five hundred (7,500) square feet.

Except as herein modified, all provisions of said Protective Covenants for Roanoke Estates, shall remain in full force and effect.

EXECUTED this 1st day of MAY, 1980.

DIAL CONSTRUCTION CO., INC.,
a Nebraska Corporation,

BY: [Signature]
President

ATTEST:
[Signature]
4517 DEC
SEAL
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me this 1st day of May, 1980, by Edward F. Dial, President of Dial Construction Co., Inc., a Nebraska corporation, on behalf of the corporation.

[Signature]
Notary Public

GENERAL NOTARY - State of Nebraska
MICHAEL L. DAY
1015 - 1016 - 1017 - 1018 - 1019 - 1020 - 1021 - 1022 - 1023

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MODIFICATION OF PROTECTIVE COVENANTS

ROANOKE ESTATES

WHEREAS, Dial Construction Co., Inc., a Nebraska corporation, hereinafter called "Dial", and Kuno J. Bauermeister and Edna B. Bauermeister, husband and wife, placed of record certain Protective Covenants on certain property in the County of Douglas, State of Nebraska, which is more particularly described as follows:

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

WHEREAS, the said above-referred to Protective Covenants were recorded in Book 445 at Page 447 through 453, inclusive, of the Miscellaneous Records of Douglas County, Nebraska, and

WHEREAS, Paragraph 1 of said Protective Covenants states that not more than one single-family dwelling shall be permitted to remain on any one of said lots in Roanoke Estates, and

WHEREAS, Paragraph 12 of said Protective Covenants grants Dial the exclusive right to modify or waive the Protective 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, and

WHEREAS, Lot Eleven (11), Roanoke Estates, as surveyed, platted and recorded, in Douglas County, Nebraska, is considerably larger than the adjacent and surrounding lots in Roanoke Estates and a 15-foot permanent sewer and drainage easement, recorded in Book 620 at Page 587, of the Miscellaneous Records of Douglas County, Nebraska, has been placed upon Lot Eleven (11), and

WHEREAS, Dial desires to modify said Protective Covenants to allow Lot Eleven (11), Roanoke Estates, to be divided into two building lots each containing an area of greater than seventy-five hundred (7,500) square feet,

NOW, THEREFORE, in consideration of the foregoing preamble and other good and valuable consideration, Dial deems it necessary and advisable because of special circumstances and to prevent hardship and does hereby modify said Protective Covenants in order to allow Lot Eleven (11), Roanoke Estates, as surveyed, platted and recorded, in Douglas County, Nebraska, to be divided into two building lots, each to be used in the same manner as if they had been platted as individual lots, provided that the frontage of each of the two lots resulting from the division of said Lot Eleven (11) shall have a front footage no less than the previously platted lot adjoining, and each lot shall contain an area of more than seventy-five hundred (7,500) square feet.

Except as herein modified, all provisions of said Protective Covenants for Roanoke Estates, shall remain in full force and effect.

EXECUTED this 1st day of MAY, 1980.

DIAL CONSTRUCTION CO., INC.,
a Nebraska Corporation,

BY: [Signature]
President

ATTEST
[Signature]
SEAL
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me this 1st day of May, 1980, by DAVID F. DAY, PRESIDENT of Dial Construction Co., Inc., a Nebraska corporation, on behalf of the corporation.

Notary Public [Signature]

GENERAL NOTARY - State of Nebraska
MICHAEL L. DAY
Filed: Exp 5-10-83

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DOUGLAS COUNTY, NEB.

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PROTECTIVE COVENANTSROANOKE 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 15th day of November, 1966.

DIAL CONSTRUCTION CO., INC.

By Ewel J. Karnes

President

ATTEST:

[Signature]

Kuno J. Bauermeister
KUNO J. BAUERMEISTER

Edna B. Bauermeister
EDNA B. BAUERMEISTER

Husband and wife

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 15th 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)
COUNTY OF DOUGLAS) SS.

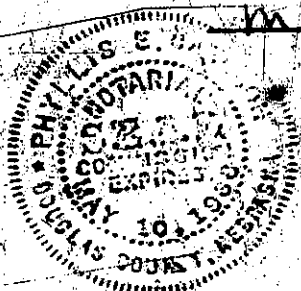
On this 15th day of November, 1966, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Kuno J. Bauermeister and Edna B. Bauermeister, husband and wife, and to me known to be the

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



testimony, and they acknowledged the execution thereof to be their voluntary act and deed.

Notary Public

My Commission Expires:

WILL
880, 1000
199-597-485
Compensation
Fee

445-454

THOMAS J. O'CONNOR
REGISTERED DEEDS
DEPT. OF CORRECTIONS

JAN 6 AM 2:20

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597-485

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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 and 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, live stock 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, 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.

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.

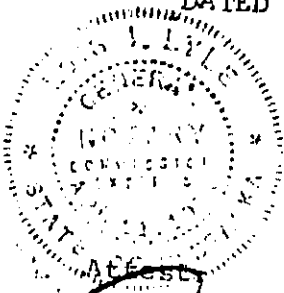
12. All rights, powers and privileges herein reserved by or vested in Dial shall in all respects inure and apply to Dial's respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Dial.

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



[Signature]
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 [Signature], 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.

[Signature]
Notary Public

My Commission expires:

April 11, 1972

962-
EXEMPTED IN NEBRASKA BY ACT OF LEGISLATURE, FEBRUARY 1971, CHAS. NEBRASKA, NEBRASKA
16 DAY OF February, 1971, 10:21 AM. HAROLD OHLER, REGISTER OF DEEDS

LOANOKE ESTATES

✓ EASEMENT CONTAINED IN THE PLAT AND DEDICATION FILED OCTOBER 29, 1969 IN BOOK 1397 AT PAGE 473 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA, GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY FOR UTILITIES OVER, UPON, OR UNDER A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOT.

Recorded plat also indicates a power line easement over the rear 87.5' of subject lot.

contains certain restrictions ...

PROTECTIVE COVENANTS DATED FEBRUARY 9, 1971, FILED FEBRUARY 16, 1971 IN BOOK 497 AT PAGE 57 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA, ~~SHALL RUN WITH THE LAND AND BE BINDING UNTIL JANUARY 1, 1986, WITH AUTOMATIC EXTENSION-CLAUSE FOR SUCCESSIVE PERIODS OF TEN YEARS;.~~

A PERPETUAL LICENSE AND EASEMENT IS HEREBY RESERVED IN FAVOR OF AND GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY FOR UTILITIES OVER, UNDER, THROUGH, AND UPON A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOTS.

Setback lot lines.

LOANOKE ESTATES

✓ EASEMENT CONTAINED IN THE PLAT AND DEDICATION FILED OCTOBER 29, 1969 IN BOOK 1397 AT PAGE 473 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA, GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY FOR UTILITIES OVER, UPON, OR UNDER A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOT.

Recorded plat also indicates a power line easement over the rear 87.5' of subject lot.

contains certain restrictions . . .

PROTECTIVE COVENANTS DATED FEBRUARY 9, 1971, FILED FEBRUARY 16, 1971 IN BOOK 497 AT PAGE 57 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA, ~~SHALL RUN WITH THE LAND AND BE BINDING UNTIL JANUARY 1, 1986, WITH AUTOMATIC EXTENSION~~ ~~CLAUSE FOR SUCCESSIVE PERIODS OF TEN YEARS.~~

A PERPETUAL LICENSE AND EASEMENT IS HEREBY RESERVED IN FAVOR OF AND GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY FOR UTILITIES OVER, UNDER, THROUGH, AND UPON A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOTS.

Setback lot lines.

EASEMENT TO LOUP RIVER PUBLIC POWER DISTRICT DATED MARCH 11, 1939, FILED MARCH 13, 1939 IN BOOK 135 AT PAGE 64 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA.

Partial Release
of Easement

492 8/28/70

589 9/10/70

by the Nebr- Public Power District
originally granted at 135/64
for modification of said easement
width to 50'.

Yorke Estates

EASEMENT CONTAINED IN THE PLAT AND DEDICATION FILED OCTOBER 18, 1966 IN BOOK 1301 AT PAGE 591 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA, GRANTED AN EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY FOR UTILITIES OVER, UPON, OR UNDER A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOT.

EASEMENT CONTAINED IN THE PLAT AND DEDICATION FILED OCTOBER 29, 1969 IN BOOK 1397 AT PAGE 473 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA, GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY FOR UTILITIES OVER, UPON, OR UNDER A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOT.

— contains certain rest — on sp —

PROTECTIVE COVENANTS DATED NOVEMBER 15, 1966, FILED JANUARY 6, 1967 IN BOOK 445 AT PAGE 447 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA, SHALL RUN WITH THE LAND AND BE BINDING UNTIL JANUARY 1, 1986, WITH AUTOMATIC EXTENSION CLAUSE FOR SUCCESSIVE PERIODS OF TEN YEARS.

A PERPETUAL LICENSE AND EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY FOR UTILITIES OVER, UNDER, THROUGH, AND UPON A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOT.

MODIFICATION OF PROTECTIVE COVENANTS DATED MAY 1, 1980 AND RECORDED JULY 13, 1980 IN BOOK 636 AT PAGE 749, MISCELLANEOUS RECORDS.

EASEMENT FILED DECEMBER 15, 1966 IN BOOK 444 AT PAGE 739 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA, GRANTED FOR UTILITIES OVER THE EAST TEN FEET OF LOTS 14 THRU 30; AND THE NORTH TEN FEET OF THE SOUTH TWENTY-FIVE FEET OF LOTS 40 THRU 43.

PROTECTIVE COVENANTSROANOKE 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 telegraph, telephone 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 place or place for rubbish, trash, garbage or other waste. All refuse containers and equipment for the storage or disposal of such waste 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 owner of each improved lot and on the side street of each lot. All sidewalks shall be located and constructed in accordance with the

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 be deemed to be reserved and apply to Dial's

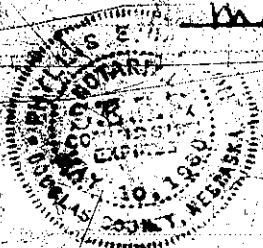
121-453
BOOK 117 PAGE 102

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

Phillip L. Carlson
Notary Public

My Commission expires:

May 10, 1968



445 454

be that voluntary and deep.

1945-1946

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

[Illegible handwritten notes]

MODIFICATION OF PROTECTIVE COVENANTS

ROANOKE ESTATES

WHEREAS, Dial Construction Co., Inc., a Nebraska corporation, hereinafter called "Dial", and Kuno J. Bauermeister and Edna B. Bauermeister, husband and wife, placed of record certain Protective Covenants on certain property in the County of Douglas, State of Nebraska, which is more particularly described as follows:

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

WHEREAS, the said above-referred to Protective Covenants were recorded in Book 445 at Page 447 through 453, inclusive, of the Miscellaneous Records of Douglas County, Nebraska, and

WHEREAS, Paragraph 1 of said Protective Covenants states that not more than one single-family dwelling shall be permitted to remain on any one of said lots in Roanoke Estates, and

WHEREAS, Paragraph 12 of said Protective Covenants grants Dial the exclusive right to modify or waive the Protective 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, and

WHEREAS, Lot Eleven (11), Roanoke Estates, as surveyed, platted and recorded, in Douglas County, Nebraska, is considerably larger than the adjacent and surrounding lots in Roanoke Estates and a 15-foot permanent sewer and drainage easement, recorded in Book 620 at Page 587, of the Miscellaneous Records of Douglas County, Nebraska, has been placed upon Lot Eleven (11), and

WHEREAS, Dial desires to modify said Protective Covenants to allow Lot Eleven (11), Roanoke Estates, to be divided into two building lots each containing an area of greater than seventy-five hundred (7,500) square feet,

KNOW ALL MEN BY THESE PRESENTS:

That for One Dollar (\$1.00) in hand paid receipt of which is hereby acknowledged and other valuable considerations, Dial Construction Company, Inc., a Nebraska corporation, does hereby grant to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns a permanent and perpetual easement to erect and maintain electric and telephone utilities along, across, over and under the East Ten (10) feet of Lots Fourteen (14) through Thirty (30); North Ten (10) feet of the South Twenty-Five (25) feet of Lots Forty (40), Forty-One (41), Forty-Two (42) and Forty-Three (43). All of the foregoing mentioned lots are in Roscoe Estates, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

Said grantor does hereby bind its administrators, successors, heirs and assigns.

Executed this

14th day of December, 1966

DIAL CONSTRUCTION COMPANY, INC.

BY

Earl J. Karnes

ITS

President

WITNESSES:

Secretary

STATE OF NEBRASKA

SS

COUNTY OF DOUGLAS

On this 14th day of December, 1966, before me, the

undersigned, a Notary Public in and for said County and State, personally came

Earl J. Karnes and Donald A. Day and
President Secretary of

Dial Construction Company, Inc., a Nebraska corporation, known personally to me to

be the same and identical persons whose names are affixed to the above instrument

and acknowledged the execution thereof to be their voluntary act and deed and

as such officers the voluntary act and deed of the said corporation and that

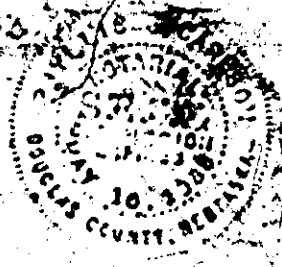
Page two

the Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official Seal at Omaha, Nebraska, in said County the date aforesaid.

Phillip E. Carlson
Notary Public

My commission expires: May 20, 1968



RECEIVED

MAY 15 AM 8:59

THOMAS A. GUNTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

444-739

Omaha Public District
Attn: Clerk

GP 825

77-600

77-577

EASEMENT

BOOK 444 PAGE 739

KNOW ALL MEN BY THESE PRESENTS:

That for One Dollar (\$1.00) in hand paid receipt of which is hereby acknowledged and other valuable considerations, Dial Construction Company, Inc., a Nebraska corporation, does hereby grant to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns a permanent and perpetual easement to erect and maintain electric and telephone utilities along, across, over and under the East Ten (10) feet of Lots Fourteen (14) through Thirty (30), North Ten (10) feet of the South Twenty-Five (25) feet of Lots Forty (40), Forty-One (41), Forty-Two (42) and Forty-Three (43). All of the foregoing mentioned lots are in Roanoke Estates, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

Said grantor does hereby bind its administrators, successors, heirs and assigns.

Executed this 14th day of December, 1966.

DIAL CONSTRUCTION COMPANY, INC.

BY Ewel J. Karnes

ITS President

ATTEST:

Donald A. Day
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 4th day of December, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally came Ewel J. Karnes, Donald A. Day and President, Secretary of Dial Construction Company, Inc., a Nebraska corporation, known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the voluntary act and deed of the said corporation and that

Page two

the Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official Seal at Omaha, Nebraska, in said County
the date aforesaid.

Phyllis E. Carlson
Notary Public

My commission expires: May 10, 1968



RECEIVED
1966 DEC 15 AM 8 59
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

444
739

Phyllis Carlson District
Atty Gen
825

77 - 600
= 77 - 600

77
597

7

Roanoke Estate

Plat and Dedication:

Filed 10-18-66, in Book 1301 at Page 591, Instrument No. _____

Lot 1-213

- ☒ Grants a perpetual easement in favor of
☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- ☒ on, over, through, under and across
or

a 5 foot wide strip of land ^{adjoining rear} abutting the ~~front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

- ☒ Protective Covenants
or

Filed 1-6-67, in Book 445 at Page 447, Instrument No. _____

- ☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- ☒ on, over, through, under and across
or

a 5 foot wide strip of land ^{adjoining rear} abutting the ~~front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to modification of P/C
Dated 5-1-80 Filed 7-31-80, Book 636 at Page 749, Instrument No. _____

Roanoke Estates

Lot 214 to 520

Plat and Dedication

Filed 10-29-69, in Book 1397 at Page 475, Instrument No. _____

☒ Grants a perpetual easement in favor of

☒ Omaha Public Power District,

U.S. West Communications

☒ Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

except
270, 265
232 + 227

for utility, installation and maintenance
on, over, through, under and across

or

a 5 foot wide strip of land ~~abutting the front~~ ^{adjoining rear} and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

☒ Protective Covenants

or

Filed 2-16-71, in Book 497 at Page 57, Instrument No. _____

☒ Omaha Public Power District,

U.S. West Communications

☒ Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across

or

a 5 foot wide strip of land ~~abutting the front~~ ^{adjoining rear} and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____