

DEED

DEED

The undersigned, Dial Construction Co., Inc., a Nebraska corporation, hereinafter called "Dial", and Leo J. Bauernister and Rosa B. Bauernister, 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 lots One (1) through Six (6) inclusive, Nevada 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 provisions for the purpose of controlling, governing and regulating the ownership, maintenance, 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 garage shall be erected, altered, placed or permitted to be erected on any one of said lots and such dwelling shall not exceed the lot and one-half (1 1/2) stories in height together with a private garage, detached porches and other out buildings hereinafter as hereinafter provided, however, that it shall be lawful to use any one lot as the site for a private garage, detached porch and other out buildings.

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 said 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, the street-side yard shall comply with the above stated 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, awns, porches 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 party other than the owner of the lot in which such building is located. In the event that the front of

2. The ground floor minimum area of any single-family dwelling, exclusive of open porches, open balconies, terraces and garages shall not be less than 715 square feet for a one-story dwelling, nor less than 775 square feet for a one and one-half or two-story dwelling.

3. 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 said Board and shall have received the prior written approval of said Board 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 said Board or its successors or assigns shall file in the office of the register of Deeds of Douglas County, Missouri 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 said Board to approve or disapprove such plans, specifications and plot plan for any lot within 30 days after submission thereof to said Board shall operate to release such lot from the provisions of this paragraph.

4. A perpetual license and easement is hereby reserved in favor of and granted to said Board, said Board District and North...

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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 six 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. No building constructed in another addition or location shall not be used on 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 sidewalk building setback line applicable thereto.

All applicable laws, ordinances, regulations and requirements of any governmental authority herein shall be observed.

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, 1966, 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 render void and void in any other owner 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 reserved and shall have the exclusive right to modify or waive

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respective successors and assigns as long as such rights, powers and privileges are specified by law.

It is 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, 1941

DIED  
*[Signature]*

ATTEST:  
*[Signature]*

*[Signature]*  
*[Signature]*  
Husband and wife

STATE OF MINNESOTA )  
COUNTY OF DOUGLAS ) SS.

On this 15<sup>th</sup> day of November, 1941, before me, the undersigned a Notary Public, duly sworn and qualified for in said county, personally appeared \_\_\_\_\_ personally known to be the President of \_\_\_\_\_ a Minnesota corporation, and \_\_\_\_\_ identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of said instrument for the purposes and in the capacity and in the name of said corporation.

My Commission Expires \_\_\_\_\_

W. A. J. [Signature]

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

Phyllis Carlson

My Commission expires:

August 12, 1968



221445-454

Approved and of Service of the  
of Court of the State of New York

Attorney General





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 415 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

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: *Charles D. ...*  
President

ATTEST  
*As Pres*  
SEAL

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

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