

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JOHN A. WIEBE, sole owner of all real estate hereinafter described, together with his wife, HARRIET K. WIEBE, do hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions (all collectively hereinafter referred to by the general term of covenants), and jointly and severally do hereby state, admit, acknowledge, publish and declare that the said covenants henceforth during the time the same remain in effect as hereinafter provided, shall apply to, control and cover the ownership, encumbrance, use and occupancy of each and all of the following described platted lots, to-wit:

ALL OF EDGEWOOD, an addition to the City of Ralston as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT Lots Forty-four (44), Forty-five (45) and Forty-six (46) therein.

1. Purpose:

- A. Lots shall be known as residential lots for purposes of single family dwellings. Dwellings shall not exceed two stories in height. Private garages in size to accommodate not more than three cars may be erected, attached or detached to the dwelling.
- B. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,500 square feet.
- C. 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.
- D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- E. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet in the case of a one-story structure, nor less than 720 square feet in the case of a one and one-half or two-story structure.

2. Plans approved:

No building shall be erected, placed or altered on any lot thereof until the plans, specifications and plot plan have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by

A. John A. Wiebe, or

- B. A committee composed of one or three property owners in this subdivision designated by the majority of the property owners in this subdivision.

In the event that A or B above fail to approve or disapprove such design or location within fifteen (15) days after said plans and specifications have been submitted, then such approval will not be required, and Part 2 of this covenant will be deemed to have been fully complied with. Neither A nor B above shall be entitled to any compensation for their services pursuant to this covenant.

3. Setbacks:

- A. All setbacks shall be measured from the property line to the nearest structural foundation line. Open porches and terraces shall not be considered in these setback restrictions.
- B. Front yard setback shall be not less than thirty-five (35) feet.
- C. Side yard setback shall be not less than seven and one-half ($7\frac{1}{2}$) feet, except on corner lots.
- D. Corner lots shall provide the owner the choice of maintaining not less than a thirty-five-foot setback from one street and not less than a fifteen-foot setback from the other street.

4. Utilities:

- A. The Northwestern Bell Telephone Company and the Omaha Public Power District, jointly or severally, their successors, lessees and assigns, shall hereby be granted an easement to erect and operate, maintain and repair, poles and supports, guys and anchors or instrumentalities as necessary for carrying and transmitting electric current and for telephone service along the boundary lines of said lots for the use and benefit of the owners and occupants of said subdivision, as well as for these services and extensions thereof to adjoining developments.
- B. An easement for the installation and maintenance of a sanitary sewer is hereby reserved for Lots 4, 20 and 21. Such easement shall apply only to a six-foot strip of ground west of the east lot line of Lot 4, and a five-foot strip of ground on each side of the lot lines dividing Lots 20 and 21.

5. Term:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

6. Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

7. Conform with regulations by City of Ralston:

This subdivision shall also conform to existing zoning and regulations as applied by the City of Ralston wherever the same are more restrictive than the requirements contained herein.

DATED this 26th day of February, 1954.

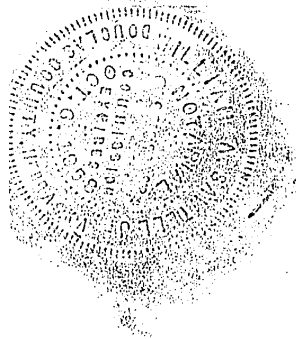
John A. Wiebe
Harriet K. Wiebe

State of Nebraska)
County of Douglas) ss.

On this 26th day of February, 1954, before me, the undersigned, a Notary Public in and for said county, personally appeared JOHN A. WIEBE and HARRIET K. WIEBE, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date last above written.

William A. Lawrence
Notary Public



16. 14.20
INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
26 DAY Feb 1954 AT 4:07 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.