

PROTECTIVE COVENANTS

WULF'S FOURTH ADDITION, AN ADDITION TO THE VILLAGE OF
EAGLE, IN CASS COUNTY, NEBRASKA

WHEREAS, Peoples Natural Gas Division of Northern Natural Gas Company, a corporation, is the owner in fee simple of the following described property, to-wit:

A tract of land in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty (20), Township Ten (10) North, Range Nine (9) East of the 6th P.M. which is described as beginning at a point on the East line of the said Southwest Quarter (SW 1/4) and 765.0' North of the South Quarter corner of said Section 20; thence Westerly 850.0' along a line parallel to the South line of said Section 20; thence North 550.0' on a line perpendicular to the South line of said Sec. 20; thence East approximately 850.0' to the point on the East line of said Southwest Quarter (SW 1/4); thence Southerly along said East line 550.0' to the point of beginning, containing 10.7323 acres, more or less.

WHEREAS 9.2 acres of said property has been platted as Wulf's Fourth Addition to the Village of Eagle in Cass County, Nebraska.

COMPARED

FILED FOR RECORD 12-26-13 AT 9:30 A.M. IN BOOK 16 OF *Map*
REGISTER OF DEEDS, CASS CO., NEBR.
Betty Chilpert # 9,75
PAGE 1

Dec # 162

NOW THEREFORE, the undersigned owner causes the following Declaration of Protective Covenants and Restrictions which shall run with the land for a period of twenty-five (25) years from the date of the recording of this instrument and after such twenty-five (25) year period these Covenants and Restrictions shall automatically be extended for successive periods of ten 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.

The property in such Addition shall be subject to the following Covenants and Restrictions.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than two cars.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 800 square feet in the case of a one story structure, not less than 800 square feet in the case of a one and one-half or two story structure, exclusive of porches and garages.
3. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line; nor nearer than 15 feet to any side street line; nor nearer than 25 feet to the rear lot line as specified in the Village of Eagle's Zoning Ordinance for the Residential Urban Classification. For purposes of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion on a lot encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at a minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

5. A Perpetual Easement is hereby granted to the Omaha Public Power District and Lincoln Telephone & Telegraph, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception thereof on, over, through, under and across a Five (5') foot wide strip of land adjoining all side boundary lot lines; an Eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot Easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot Easements within Sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement with Sixty (60) days after their removal, then this side lot Easement shall automatically terminate and become void as to such unused or abandoned Easement ways. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said Sixteen (16') foot wide Easement will be reduced to an Eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said Sixteen (16') foot Easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said Easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

8. Mobile homes, trailers, house trailers, or any combinations thereof, or existing dwellings from another addition or location, shall not be moved to any lot within this addition.

9. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved lots.

10. 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.

11. 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.

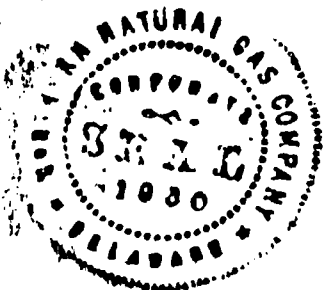
12. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the owner above named has caused this instrument to be executed this 17th day of September, 1973.

PEOPLES NATURAL GAS DIVISION
OF NORTHERN NATURAL GAS COMPANY

By Jack C. Osborne
President, Jack C. Osborne

Stephen M. Sawtell
Secretary, Stephen M. Sawtell



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11th day of September, 1973, before me, a Notary Public duly commissioned and qualified in and for said county and state, personally came Jack V. Osburn, President and Stephen M. Sawtelle, Secretary of PEOPLES NATURAL GAS Division of NORTHERN NATURAL GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and the Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

Marian J. Orr
Notary Public

My Commission expires: September 5, 1977

