

PROTECTIVE COVENANTS AND RESTRICTIONS FOR TREELAND HILLS
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A - PREAMBLE

1. These Covenants shall apply to Lots 1 through 5, inclusive, Block 1, Lots 1 and 2, Block 2, all in Treeland Hills, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

2. 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, by the undersigned, except at the option of the undersigned.

PART B - RESIDENTIAL AREA COVENANTS

1. This property is to be used for single-family residential dwelling purposes only.

2. Dwellings erected hereon shall have a minimum of 1600 square feet finished living space, exclusive of garage, porches and basement. However, in the case of split-level dwellings, at least 1200 square feet of main living area shall be above grade. All dwellings shall have a (2) two-car garage, either attached or grade level, whichever is necessary to conform to the landscape. Dwellings must be of a permanent nature and conform to Second Suburban Zoning Code of City of Omaha. Any auxiliary buildings must be 20 feet within lot line and such buildings must be of neat appearance.

3. Dwellings constructed in another location shall not be moved onto any lot within this addition.

4. Septic tank laterals for dwellings must be kept 75 feet within lot lines, except along the lot line parallel to a street.

5. Any purchaser of a lot in this addition shall be required to erect and maintain fencing to surround such lot, which is adequate to contain within lot confines any animals, fowls, or other pets kept on premises.

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

PART C - GENERAL PROVISIONS

1. 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 ten (10) years from the date these Covenants are recorded, after which time said Covenants shall be automatically 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.

2. If any of the owners of the property covered herein, their heirs, assignees, or grantees shall violate, or attempt to violate, any of these Covenants, any of the owners of part or all of the property covered herein may prosecute any proceedings at law or equity against any violator, to prevent such violation and/or to recover damages therefor.

3. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

September 4, 1964

(Date)


Ethel M E Day
Ethel M. E. Day

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 4th day of September, 1964, before me, a Notary Public duly commissioned and qualified, in and for said County, appeared Ethel M. E. Day, who is personally known by me to be the identical person whose name is affixed to the foregoing instrument, and she did acknowledge her execution thereof to be her own voluntary act and deed.

WITNESS my hand and Official Seal, in Omaha, Nebraska, the date last aforesaid.

Mervyn D. [Signature]
Notary Public



My Commission Expires on Oct. 14, 1966.

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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