

54-542

FALCON FOREST, INC. : PROTECTIVE COVENANTS
: AND RESTRICTIONS
TO :
: DATED: JANUARY 10, 1981
WHOM IT MAY CONCERN :

Falcon Forest, Inc., a Nebraska corporation, as owner of Lots 123 through 304, inclusive, in Falcon Forest, a Subdivision in Sarpy County, Nebraska, does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the covenants, conditions, and restrictions set forth below:

1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2) If the owner of any lot or his heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot to bring any legal proceeding against such person violating or attempting to violate such covenants, either to prevent him or them from so doing, or to recover damages or other compensation due for such violation; but, this instrument shall not be construed as placing any liability or obligation for enforcement upon the undersigned. Invalidity of any one of the covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect. Failure to enforce any of the covenants in a timely manner shall not be deemed a waiver of same.

3) The above described lots shall be used only for single-family residential purposes, except such lots or portions thereof as may hereafter be conveyed or dedicated by the owner thereof for church, educational, charitable or recreational purposes.

4) Said single-family residences shall not exceed two stories in height and shall have a minimum of a double side-by-side attached or double side-by-side under house or double side-by-side detached garages.

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 Falcon Forest, Inc. or any other person or entity designated by it, and shall have received the prior written approval of said Falcon Forest, Inc. 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 Falcon Forest, Inc., 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 constructed or erected buildings, the use of which requires location on the ground or attachment to something located on the ground.

6) All homes erected in the subdivision shall be of earthtone colors, except for stone and brick.

7) No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor, except

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only "For Sale" signs not exceeding four square feet in area. Said restriction as to signs does not apply to same erected by the undersigned owner and developer, its agents and assigns, all in connection with the sale of property in the subdivision.

8) That 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. Outside trash containers are prohibited, and outside burning of trash of any kind is prohibited.

9) No trailer, motor home, basement, tent, shack, garage, barn or other outbuilding erected on 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.

10) Where lots are improved with single-family dwellings, the following minimums shall be required:

a) One-story, bi-level, split-level, step-up, or split-entry homes, 1,200 square feet; 1 1/2 -story or higher homes, 1,000 square feet for finished living areas, exclusive of open porches, breezeways, garages and finished basements;

b) Tri-level, 1,650 square feet for finished living areas, including finished basements, but exclusive of open porches, breezeways and garages.

11) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front elevations.

12) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.

13) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes.

14) All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The owner reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof, and repairing walls or other appurtenant structures whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the owner of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner.

15) Sidewalks will be constructed at the same time of the building of the improvements, and shall be four feet wide, and shall be set in four feet back of the curb.

16) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, after improvements have been constructed on any lot.

17) No sign, billboard or other structure for any advertising or display of advertising materials of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein without the permission in writing of the owner.

18) Automobiles parked outside in the subdivision, or upon its streets, must be in operating condition, or said cars may be towed away at the owner's expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked outside. All repair work on automobiles must be done indoors. All boats and recreational vehicles must be parked or stored indoors so as not to be visible from the outside.

19) No fences shall be permitted to be erected or maintained in front of the main residential structure.

20) A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message services over, upon and under a five-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within 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 lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within thirty-six (36) months of the date hereof, or if any poles or wires are constructed but hereinafter removed without replacement within sixty (60) days after their removal, then said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

21) Falcon Forest, Inc. 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 its discretion, it 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 it.

22) All rights, powers, and privileges herein reserved or vested in Falcon Forest, Inc., shall in all respects inure and apply to all persons or entities designated by it, or to its respective successors and assigns, so long as such rights, powers and privileges are specifically assigned by it.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation on this 10th day of January, 1981.

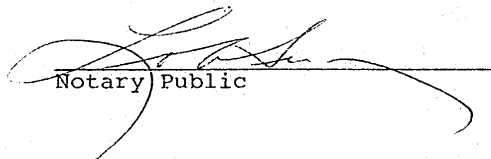
FALCON FOREST, INC., A
Corporation

By Glen R. Palmer
Glen R. Palmer, President

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STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

BE IT KNOWN that on this 10 day of January, 1981,
before me, a Notary Public duly commissioned, qualified and
acting in and for said County and State, personally appeared
the above named GLEN R. PALMER, to me known to be the President
and identical person whose signature is affixed to the
foregoing instrument as President of FALCON FOREST, INC., a
corporation, and he acknowledged the execution thereof to be
his voluntary act and deed and the voluntary act and deed of
said corporation, and that its corporate seal was affixed
thereto by its authority.


Notary Public

