

FILED FOR RECORD 9-23-77 AT 12:25 P.M. IN BOOK 50 OF Misc. Sec. 50  
 PAGE 289 Carl & Hilbert REGISTER OF DEEDS, SARPY COUNTY, NEB. 45

# PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

FALCON FOREST, INC. - PHASE ONE

## PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Falcon Forest - Phase One, a subdivision in the County of Sarpy, State of Nebraska, and are desirous of placing proper restrictions on said lots;

NOW THEREFORE, the following restrictions are hereby established.

## PART B. AREA OF APPLICATION

B-1. All restrictions for the single-family residential area shall apply to lots 1 through 122, inclusively. No building, including but not limited to fence wall, driveway, patio, etc. shall be commenced, erected, placed, moved on to or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use commenced on any lot, unless plans and specifications (including a description of any proposed new use) therefore shall have been submitted to and approved in writing by Falcon Forest, Inc. Such plans and specifications shall be in such form and shall contain such information as may be required by Falcon Forest, Inc. but in any event shall include a site plan of the lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular lot, including proposed front, rear and side setbacks and driveways on the lot.

In any case where Falcon Forest, Inc. shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified condition such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any case Falcon Forest, Inc. shall, if requested, make a reasonable effort to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

If any structure shall be altered, erected, placed or maintained upon any lot, or any new use commenced on any lot, otherwise than in accordance with plans and specification approved by Falcon Forest, Inc. pursuant to the provisions of the Article, such alteration, erection, maintenance or use shall be deemed to have undertaken in violation of this article and without the approval required herein, and, upon written notice from Falcon Forest, Inc. any such structure so altered, erected, placed or maintained upon any lot in violation hereof could be subject to correction by Falcon Forest, Inc.

PART C. RESTRICTIONS FOR THE SINGLE-FAMILY RESIDENTIAL AREA

C-1. No building shall be created, altered, placed or permitted to remain in any Lot other than one detached single-family dwelling. No building shall exceed two stories in height, nor contain a ground floor area, exclusive of porches, breezeways, carports, and garages of less than 1,200 sq. ft. in the case of a one story structure, nor less than 800 square feet in the case of a one and one-half or two story structure, no building shall provide a garage for less than two automobiles.

C-2. No Lot shall be used except for residential purposes. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise without approval of the architectural committee of Falcon Forest, Inc.

C-3. No noxious or offensive activity shall be carried upon any Lot; nor shall anything be done thereon which may be or may become, an annoyance or nuisance to the neighborhood.

C-4. No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, without approval of Falcon Forest, Inc.

C-5. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuildings shall be erected upon, or used, on any Lot at any time as a residence, either temporarily or permanently.

C-6. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operation. No repair of automobiles will be permitted outside of garages on any Lot at any time.

C-7. No boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, jeep, motorcycle, van or aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time except when the above articles are parked so that no portion of the article will extend closer to the street than the front of the house.

C-8. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of Falcon Forest, Inc. Falcon Forest, Inc. in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, Falcon Forest, Inc., may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, Falcon Forest, Inc. and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither Falcon Forest, Inc., nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

C-9. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision, except when placed in prescribed location for pick-up. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision,

C-10. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-11. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house for not more than one dog shall be permitted.

C-12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, placed or permitted to remain on any lot except that real estate "for sale" or "for rent" signs shall be permitted temporarily in the yard of dwellings which are being offered for sale or rent.

C-13. The foundations of all dwellings facing the street shall be either covered with brick, siding or other similar materials approved by Falcon Forest, Inc.

C-14. Fences are permitted as long as they are no further forward than the front line of the home and do not exceed six (6) feet in height. Solid shrubbery is considered in the same category as a fence. Type of construction for fences will be subject to the approval of Falcon Forest, Inc. If fences are desired along the rear property line of lots 1 through 17, 38 through 57, 72 through 73, 88 through 94, and 111 through 122 inclusive, a privet or hemlock living fence shall be planted and pruned so as not to exceed six (6) feet in height.

C-15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot with 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

C-16. Slope control areas are reserved as shown on the plan titled "Falcon Forest Topography" dated "July, 1977", and recorded as a part of these covenants. Affected

Lots are 1 through 19, 23 through 65 and 68 through 77, 86 through 96, and 109 through 122 inclusive, as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS IN FALCON FOREST

D-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successor 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, power, and for all telephone and telegraph and message service over, upon, or under a 5-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 said utility companies fail to construct poles, wires, conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in perpetual easementways, 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.

D-2. All telephone and electric power service lines from property line to dwelling shall be underground.

D-3. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 106, Sarpy County, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-4. These covenants shall 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

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extended for successive periods of 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.

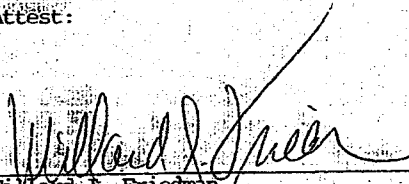
D-5. If the present or future owners of any said Lot, or thier grantees, heirs successors or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

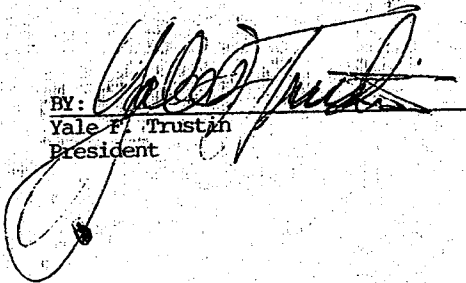
D-6. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, FALCON FOREST, INC., has caused its corporate name to be hereunto subscribed by Yale F. Trustin, its President and Willard I. Friedman, its Secretary, Thereunto duly authorized by resolution of its Board of Directors, this 21 day of SEPT, 1977.

Attest:

Falcon Forest, Inc.

  
Willard I. Friedman  
Secretary

BY:   
Yale F. Trustin  
President

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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. Invalidation 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 earhtone 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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PAGE 548 Carl S. Hinkle REGISTER OF DEEDS, SARPY COUNTY, NEB 57-50

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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

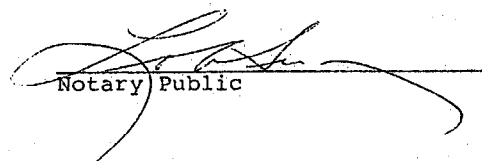
By   
Glen R. Palmer, President



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STATE OF NEBRASKA)  
: ss.  
COUNTY OF DOUGLAS)

BE IT KNOWN that on this 15 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

