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FILED SARPY COUNTY NEBRASKA
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Clayton J. Dowling

REGISTER OF DEEDS



MASTERS ADDITION

PROTECTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following-described subdivision until July 1, 2035.

Lots 1 and 2, Masters Addition Replat 1 and Lot 1 Masters Addition Replat 2, a subdivision located in Sarpy County, Nebraska, as surveyed, platted and recorded.

If the present or future owners of any of said lots, or their grantees, heirs, 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.

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

A. BUILDING SET-BACKS, SIDE YARD, REAR YARD, HEIGHT AND USE.

The applicable zoning regulations shall govern the height, side yard, rear yard and building set-back requirements and also the permitted use of the premises except that no part of the premises may be used for residential purposes, provided however, the minimum building set-back will be 25 feet from the abutting street property line and no structure will exceed 45 feet in height.

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RECORD RETURN TO:

Robert F. Peterson
 Laughlin, Peterson & Lang
 11718 Nicholas Street, #101
 Omaha, NE 68154

All operations shall be carried on within a completely enclosed structure. No noxious or offensive activities shall be conducted which may become a nuisance to the occupants of other building sites within Masters Addition referred to above by reason of sound, vibration, heat, glare, radiation, fumes, odor, dust or smoke. The permitted uses will be those applicable to Sarpy County BG zoning (General Business District).

Each built upon lot shall be either (a) planted and maintained in grass and shrubbery as a lawn area, or (b) shall be surfaced with walks, driveways, or parking area constructed of asphalt or concrete. Said lot area must be fully improved with one of the above two choices or a combination of the two above choices within sixty (60) days after completion of the exterior of the building upon such lot. All property lines, abutting a street right-of-way, shall have a minimum landscape buffer of twenty five (25) feet. All rear property lines shall have a landscape buffer of twenty (20) feet. All approaches to each building site abutting public streets shall be paved with concrete.

B. OUTSIDE STORAGE AND EXTERIOR MAINTENANCE.

No article of merchandise or other material shall be kept, stored, or displayed in front or outside the confines of the walled building except new materials and equipment in operable condition may be stored outside the building but within the fenced portion of the lot as hereafter provided. Such materials and equipment shall be enclosed by a wall or fence at least six (6) feet high. The outside storage area shall be shielded from the line-of-sight view of any street by either (a) concrete or masonry wall, or (B) approved impervious fencing. Chain link fencing of any kind will not be permitted on the street side of the property unless screened in a manner approved by Declarant. No fence shall be installed or approved that is within forty (40) feet of the abutting street.

Each owner, tenant or occupant of any building site shall keep said building site and the buildings, improvements and appurtenances thereon properly maintained and repaired and in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner, tenant or occupant shall remove at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep landscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

C. TEMPORARY STRUCTURES.

No trailer, tent, shack, garage or any temporary structure shall be moved onto the premises or erected thereon for the temporary or permanent operation of the proposed occupant's business. Construction trailers or temporary structures used during construction shall be permitted on premises only after such temporary structure and the duration of its use on the premises has been approved in writing by the undersigned.

No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owner, tenant or occupant of other building sites within the Masters Addition area by reason of unsightliness or the excess emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

D. MOVING IN EXISTING STRUCTURES.

No building constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

E. TYPE OF CONSTRUCTION.

Building construction shall conform to all applicable building codes and zoning regulations having jurisdiction. Building systems and components shall reflect those systems and components commonly associated with commercial and industrial construction.

Structural systems shall be comprised of structural steel (conventional and pre-engineered systems) or concrete components. Exterior wall systems shall be comprised of glass, brick masonry, decorative concrete masonry units, precast concrete wall systems, prefinished metal wall panels, plaster and synthetic plaster materials. It is encouraged to utilize materials requiring minimal maintenance and upkeep. Materials other than those mentioned above must be submitted for approval.

The exterior fenestration shall utilize a high percentage of glass, masonry and concrete, or combination thereof. This fenestration shall be a consistent composition of building materials on all front or street side elevations.

No loading dock shall be erected on any building site on the building side abutting the street.

F. PARKING FACILITIES.

All vehicular parking (customer, visitor, and employee), truck maneuvering and unloading must be on private property.

All exterior lighting that is located on the building or in the parking areas will be directed to the property on which it is located.

In no case shall any storage, servicing or dismantling of automobiles or other vehicles be permitted in the parking areas or any area except in an enclosed structure out of public view.

G. ERECTION OF SIGNS.

No owner, lessee, or occupant shall use any part of the premises for erection of signs, billboards, or displays other than those directly advertising the business conducted on such premises. Neither flashing lighted signs or lights on the signs which shine other than on the face of the sign will be permitted. Also, no signs will be permitted to be erected on the roofs of buildings or on the top of the top of the façade of buildings. Written approval of the Architectural Review Committee is required prior to the erection of any sign.

H. LANDSCAPING/GRADING.

Grading and drainage shall be designed in accordance with the applicable zoning regulations. All storm water detention must be confined to the premises and be consistent with the subdivision drainage plan. The use of retaining walls is discouraged. Where required, retaining walls shall be poured concrete, a masonry retaining wall system such as Keystone, or landscape timbers (designed by a registered structural engineer) where the wall height does not exceed six (6) feet in height. Graded slopes shall have a maximum slope of 3:1 and shall be landscaped to prevent erosion.

The front twenty five (25) feet of the lot abutting the street shall be landscaped with at least one (1) two (2) inch caliper tree and a landscape bed with plantings comprising at least five percent (5%) of the front landscape area. The rear twenty (20) feet of the lot shall provide a buffer and shall be landscaped with sod or plantings that meet the requirements of the Papillion County Zoning Ordinance for industrial zoned areas. Landscaped areas shall be designed to project an attractive image with trees, shrubs, lawn, etc. and shall be properly maintained in a sightly and well-kept condition. Lawn sprinklers shall be installed in front or street side of the lot and shall be used to provide adequate irrigation for lawn and plantings. Plant material that is diseased, destroyed, etc., shall be replaced with new plant material on an as needed basis.

I. MAINTENANCE OF UNDEVELOPED AREAS.

That portion of each tract (including parking) which is not improved by the construction of buildings, approved surfacing, enclosed yards or lawn area, as heretofore provided, shall be seeded, mowed and maintained with a cover planting which grows to a height not to exceed twelve (12) inches. At no time shall any part of the land to be planted to cultivated row crops.

J. STREET LINE-OF-SIGHT OBSTRUCTIONS.

No fence, wall, hedge, shrub, plant, or tree which obstructs sight lines at elevations between two (2) and eight (8) feet above any roadway shall be placed or permitted to remain on any corner of any building site within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

K. ARCHITECTURAL REVIEW COMMITTEE.

The Architectural Review Committee, herein after called the Committee, shall consist of one or more persons appointed by the undersigned declarant and the declarant shall have the right to remove, replace or appoint additional persons to serve on the Committee so long as the

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undersigned, or its successors or assigns, owns any of the lots subject to these Covenants. Further, the undersigned shall have the right to assign his right to appoint members to the Committee to any person or entity.

**L. BUILDING PLAN AND SPECIFICATION APPROVAL BY
THE ARCHITECTURAL REVIEW COMMITTEE.**

All proposed plans and specifications shall be submitted to the Committee for compliance with these Protective Covenants and conformance to the aesthetic intent of the industrial park. The role of the Committee is to support and promote design excellence and uphold the integrity of the industrial park through quality planning and construction.

The Committee shall provide a preliminary review of the Schematic Design Documents and a final review upon completion of Construction Documents. The Schematic Design Documents should include architectural building elevations, a preliminary site plan and a preliminary grading plan. Final Construction Documents shall include architectural plans as well as the engineering disciplines involved in the project. All work shall be accomplished by registered professional architects and engineers within their specific disciplines. The procedure will provide helpful comment during early stages of the design process, thus facilitating a timely, efficient review of the Construction Documents.

The Committee shall issue Schematic Design comments within fourteen (14) calendar days from receipt of the design package, and shall issue Construction Document comments within twenty-one (21) calendar days. Failure of the Committee to issue the Schematic Design comments or the Construction Document comments within the time period set forth herein shall not constitute Committee approval of such plans and documents.

No building improvements, landscaping, grading or drainage work shall be commenced, erected or placed on the premises without prior written approval of drawings and specifications therefore given by the undersigned.

M. AMENDMENTS AND TERMS.

These Covenants may be amended at any time during the initial twenty (20) year term by an instrument signed by owners of not less than ninety percent (90%) of the lots subject to these Covenants, and thereafter by an instrument signed by the owners of not less than seventy-five (75%) of the lots covered by the Covenants. The undersigned declarant shall have the right to amend these Covenants in its sole discretion during the initial seven (7) year term of these Covenants, and thereafter, the undersigned shall have the right to amend these Covenants or waive provisions of these Covenants for good cause, hardship, unusual circumstances, or as special situations may warrant. These Covenants and restrictions contained in this declaration shall be binding upon and inure to the benefit of the owners of the lots subject to these Covenants, and their respective heirs, representatives, successors and assigns, from the date hereof until July 1, 2035, after which time they shall be automatically extended for successive period of ten (10) years each unless an instrument executed by seventy-five percent (75%) of the

then lot owners executes the appropriate documentation terminating these Covenants and files the same prior to the commencement of such successive ten (10) year period.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have executed these Protective Covenants this 21 day of December, 2015.

RSM FARMS, LLC, a Nebraska limited liability company

By *John Walters*
Its president

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)SS.

On this 21st day of December, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came *Julie Masters* the identical person whose name is affixed to the above and foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed as such member and the voluntary act and deed of said RSM Farms, LLC.

Witness my hand and notarial seal the date last above written.

Karen R. Ressegieu
Notary Public

