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FIRST AMENDMENT AND RESTATEMENT OF  
RESTRICTIVE COVENANTS

***EDM BUSINESS & INDUSTRIAL PARK***  
Lincoln, Nebraska

THESE RESTRICTIVE COVENANTS ("Restrictive Covenants"), made as of this 21<sup>st</sup> day of June, 2005, by and between **Raymond Farms, L.L.C.**, a Nebraska limited liability company ("Raymond Farms"), **EDM Corporation**, a Nebraska corporation ("EDM"), and **Novi, LLC**, a Nebraska limited liability company ("Novi") (Raymond Farms, EDM and Novi being hereinafter individually referred herein as a "Declarant" and collectively as the "Declarants").

WITNESSETH:

WHEREAS, Raymond Farms is the owner of the following described property ("Raymond Farms Property"):

Lot 18 I.T., NE Quarter, Section 29, Township 10 North, Range 6 East of the 6<sup>th</sup> Principal Meridian, Lincoln, Lancaster County, Nebraska; and

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 1; Lots 1 and 2, Block 2; and Lot 9, Block 3; all located in EDM Industrial Center Addition, Lincoln, Lancaster County, Nebraska; and

WHEREAS, EDM is the owner of the following described property ("EDM Property"):

Lot 8, Block 3; EDM Industrial Center Addition, Lincoln, Lancaster County, Nebraska:

WHEREAS, Novi is the owner of the following described property ("Novi Property"):

Lots 10, 11, 12, 13 and Outlot A, Block 1; Lots 3, 4, 5, 6, 7 and 8, Block 2; and Lots 1, 2, 3, 4, 5, 6 and 7, Block 3; EDM Industrial Center Addition, Lincoln, Lancaster County, Nebraska; and

WHEREAS, the Raymond Farms Property, EDM Property and Novi Property is hereinafter referred to as the "Property"; and

WHEREAS, the Declarants desire to subject the Property to the covenants and restrictions hereinafter set forth.

NOW, THEREFORE, Declarants declare that the Property, and any additions thereto may hereafter be made, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions hereinafter set forth.

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1 First Amendment and Restatement of Restrictive Covenants: These Restrictive Covenants amends, restates and substitutes for the Restrictive Covenants, dated March 23, 2005 and filed as Instrument Number 05-020277 in the Lancaster County Register of Deeds Office. The Property shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to the covenants, conditions and restrictions, each of which is for, and shall inure to the benefit of, shall run with the land, and shall be binding upon, each and every lot of the Property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and each of which shall apply to and bind the heirs, assignees and successors in interest of each and every owner of a Lot or Lots.

2. Restrictive Covenants to be Construed as Covenants: Each purchaser of any Lot covenants and agrees with Declarant, their successors and assigns, to use the Property only in accordance with the Restrictive Covenants and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of the Restrictive Covenants.

3. Association: Declarant will form a non-profit corporation named EDM Industrial Center Association ("Association") or such other name as the Declarant may select. Each Lot owner shall be a member of the Association. The Association shall be responsible for the maintenance and operation of Outlot A, Block 1; EDM Industrial Center Addition, Lincoln, Lancaster County, Nebraska ("Outlot A"). Declarant, at its election may convey Outlot A to the Association. Any and all of the rights, powers and reservations of Declarant contained in this Restrictive Covenants may be assigned, in whole or in part, to any person or to Association. The term "Declarant" as used in this Restrictive Covenants includes all such assignees and their heirs, successors and assigns. If a Declarant ceases to exist prior to the making of such an assignment of all of its rights, powers, reservations and duties hereunder, the remaining Declarant(s) shall have and exercise all of the Declarant rights, powers and reservations hereunder. If all the Declarants cease to exist prior to the making of an assignment of all of their rights, powers, reservations and duties hereunder, then the Association shall have all the rights, powers and reservations of the Declarant. At such time as Declarants, or any successor to Declarants by acquisition, merger or business reorganization shall no longer be the owners of any Lot, the Association shall assume all of Declarant's rights, power, reservations and duties hereunder.

4. Use: No Lot within the Property shall be used other than for commercial purposes per approved zoning regulations of the City of Lincoln.

5. Completion of Construction: Any building place constructed upon any Lot within the Property shall have its exterior construction, parking and landscaping completed within 12 months after the commencement of construction.

6. Approval of Plans: Declarant and its assignees shall have the exclusive right to establish grades and slopes for any Lot within the Property and to fix the grade and location at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Property. Plans for any building, exterior lighting, parking area, driveway, access point, signs, fences, landscaping screen or other improvement to be placed, constructed or remodeled upon any Lot within the Property shall be submitted to Declarant and shall show the design, size, and exterior material for the building or

improvement and the plot plan for the Lot. One set of plans shall be left on permanent file with the Declarant or Association. Grading of the Lot or construction, placement or remodeling of any building or improvement shall not be commenced unless written approval of the plans has been secured from the Declarant. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Declarant shall have the exclusive right to disapprove the plans, if in the Declarant's opinion, the plans do not conform to the general standard of development in the Property. The Declarant shall not be liable for damages or otherwise by reason of any mistake of judgment, negligence or nonfeasance in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications submitted to it.

7. General Standards for Buildings: The following general standards of development shall guide the Declarant in the review of any plans for buildings submitted for approval within the Property. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Declarant shall have the right, in its sole and absolute discretion, to modify the application and interpretation of the standards when exercising its plan approval authority. The Declarant shall have the right to reduce, increase or otherwise explicitly modify these standards within the Property.

- a. Standards. The Declarant shall establish and periodically publish reasonable standards and design guidelines with respect to all buildings and other improvements on any Lot within the Property ("Standards"). The Standards may be amended, repealed, or supplemented at any time by the Declarant in its sole and absolute discretion. National or regional plans including specific building materials, and colors shall be reasonably accommodated.
- b. Exterior Finish.
  - i. Approval. All exterior finish materials and colors shall be approved by the Declarant. Decorative concrete is recommended on all elevations, however pre-engineered steel building with facia approved by Declarant is acceptable.
  - ii. Front/Street Facing Elevation. The front or street facing elevation of any building shall be of brick, concrete, masonry or tilt-up.
  - iii. Other Elevations. On elevations other than the front or street facing side any material shall be permitted provided it is compatible with the architectural quality of the overall development of the Property and it is low or no maintenance.
  - iv. Colors. Exterior paint colors and other finish shall be compatible with an upscale business development. No loud, unnatural obnoxious colors shall be permitted.

- c. Roofing Materials. Metal roofs shall be permitted within the Property.

8. General Standards for Improvements other than Building: The following general standards shall be satisfied in the construction and installation of improvements and structures other than a building. Written approval from the Declarant for improvements and structures other than buildings is required and shall comply with these standards.

- a. Fencing. Fencing shall be a minimum slatted chain link, masonry, steel, wood or vinyl construction and shall be maintained in good order and an attractive condition.
- b. Accessory Structures. All accessory structures or improvements shall be compatible with the quality of the building on the Lot and the overall Property development and shall be maintained in good order and an attractive condition and must be approved in advance by Declarant.
- c. Signs. Signs shall comply with the City of Lincoln code and zoning regulations.
- d. Landscaping. All landscaping plans other than the installation of turf grass shall require Declarant approval. Each Lot shall be screened and landscaped pursuant to the City of Lincoln Zoning Design Standards and Subdivision Design Standards.
- e. Parking Lots. All parking facilities shall be of concrete subject to Declarant's right to waive the requirement on the large facilities at their sole discretion.
- f. Exterior Illumination. Illumination will be required on all exterior walls facing streets or proposed streets and for all parking areas and walkways between buildings and parking areas unless such requirement is otherwise waived or modified in writing by Declarant. All such illumination must conform to standard and specifications established from time to time by Declarants.

9. Governmental Requirements: All buildings and other improvements within the Property shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of any building as required by the City of Lincoln, Nebraska. The titleholder of any Lot shall at all times keep the Lot, buildings and other improvements in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and public ordinances, requirements and regulations. In the event any title holder fails to comply with these requirements, then the Declarant or Association may after 10 days written notice, enter upon the

Lot and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole expense of the noncompliant titleholder of the Lot.

10. Outside Storage: No article of merchandise or other material shall be kept, stored, or displayed outside a building, unless it is screened by fences, walls or plantings so that it cannot be seen from any public way. In no event shall any part of any Lot be used for storage or abandonment of any property that is not screened from public view. In the event plantings of live material are used to provide screening, this provision shall be reasonably interpreted so that 100% screening is not immediately required but would occur over 3-5 years as the plant material grows and matures.

11. Parking Facilities: All vehicular parking (including customer, visitor and employee) shall be off-street. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing or dismantling of automobiles or other vehicles, or loading or unloading operations, be permitted in any parking area.

12. Temporary Structures: No partially completed temporary building and no trailer, tent, shack, or garage on any Lot within the Property shall be used as a permanent place of business or used for a temporary business location except during construction of a permanent business building.

13. Nuisance: No noxious or offensive activity shall be conducted or permitted upon any Lot within the Property, nor anything which is or may become an annoyance or nuisance to the Property or which endangers the health or unreasonably disturbs the ability of the occupants of an adjoining Lot to conduct its business.

14. Construction Vehicles and Refuse Services: Declarant may designate and enforce location through and over which all construction vehicles shall enter and exit the Property during development.

15. Subdivision: A Declarant may subdivide or replat a Lot owned by a Declarant. A Lot owner shall not subdivide or replat a Lot, without the prior written consent of the Declarant.

16. Managing Agent: The Declarant or Association may contract for the performance of any of the Declarant's or Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority, which may be granted by the Declarant or Association.

17. Maintenance of Landscape Screens: Each titleholder of a Lot on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.

18. General Maintenance Obligations: Each titleholder of a Lot shall be responsible for the proper storage and disposal of all construction debris and materials associated with the

construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Property. Each Lot owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon its Lot. The Declarant shall have the right to develop, prepare, publish and enforce specific maintenance obligations relating to the appearance and upkeep of the buildings and improvements on any Lot provided these obligations are enforced uniformly upon all Lots within the Property.

19. Failure to Maintain: In the event any Lot owner fails or refused to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Declarant, or Association after seven (7) days notice to the Lot owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with an administrative fee of \$25.00 or 10% of the cost of the work, whichever is greater shall be the personal obligation of the Lot owner who is or was the owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14% per annum or the maximum rate allowed by law, whichever is less, and without further action by Declarant, constitute a lien against the Lot; provided, however, such lien shall be subordinate to the lien of any mortgage placed upon the Lot.

20. Maintenance of Outlot A: The Association shall be responsible for maintaining, repairing, reconstructing, dredging, replacing, landscaping, screening and insuring (collectively "Maintenance") of Outlot A, including, but not limited to, the drainage pond located within the Outlot A, in a commercially reasonable manner. The cost and expense of the Maintenance of the Outlot A, together with a reasonable charge for administrative expenses associated therewith, not to exceed 10% of the costs and expenses ("Outlot A Expenses"), shall be the responsibility of the owners of the Lots in the proportions set forth below.

a. Outlot A Expenses. The owners of the Lots shall be responsible for all Outlot A Expenses in proportion to the percentages set forth below ("Outlot A Share"):

Property	Square Feet	Outlot A Share Percentage
<b>Raymond Farms Property:</b>		
Lot 18 I.T., NE, Sec 29, T 10 N, R 6 E, Lincoln, Lancaster County, Nebraska	177,700	13.9%
Lot 1, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	37,539	2.9%
Lot 2, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	32,895	2.6%
Lot 3, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	32,888	2.6%
Lot 4, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	32,880	2.6%
Lot 5, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	32,918	2.6%

Lot 6, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	33,228	2.6%
Lot 7, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	31,639	2.5%
Lot 8, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	35,315	2.7%
Lot 9, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	23,730	1.8%
Lot 1, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	30,309	2.4%
Lot 2, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	28,207	2.2%
Lot 9, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	123,189	9.6%
<b>Raymond Farms Property Subtotal</b>	<b>652,437</b>	<b>51%</b>
<b>Novi Property:</b>		
Lot 10, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	31,607	2.5%
Lot 11, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	28,908	2.2%
Lot 12, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	29,181	2.3%
Lot 13, Block 1, EDM I C A, Lincoln, Lancaster County, Nebraska	28,353	2.2%
Lot 3, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	27,413	2.1%
Lot 4, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	27,240	2.1%
Lot 5, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	27,230	2.1%
Lot 6, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	27,357	2.1%
Lot 7, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	29,992	2.3%
Lot 8, Block 2, EDM I C A, Lincoln, Lancaster County, Nebraska	29,927	2.3%
Lot 1, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	36,323	2.8%
Lot 2, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	32,316	2.5%
Lot 3, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	32,339	2.5%
Lot 4, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	32,363	2.5%

Lot 5, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	32,386	2.5%
Lot 6, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	33,559	3.0%
Lot 7, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	38,128	3.0%
<b>Novi Property Subtotal</b>	<b>524,622</b>	<b>41%</b>
<b>EDM Property:</b>		
Lot 8, Block 3, EDM I C A, Lincoln, Lancaster County, Nebraska	102,414	8.0%
<b>EDM Property Subtotal</b>	<b>102,414</b>	<b>8.0%</b>
<b>Total</b>	<b>1,279,473</b>	<b>100.00%</b>

b. Amendment of Percentages. If an owner of a Lot subdivides the Lot or if there is an error in the calculations above, the Association shall reallocate the Lot's Outlot A Share set forth above among, file such new allocation of record with the Lancaster County Register of Deeds as an amendment to this Restrictive Covenants, and provide all current owners of the existing Lots with a copy of such amendment.

c. Outlot A Expenses; Personal Obligation and Lien. A Lot owner hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be a member of the Association and to pay the Outlot A Expenses in the proportions set forth above as the Outlot A Share. The owners agree to pay all such Outlot A Expenses within thirty (30) days of receipt of a written invoice that (i) itemizes each Lot's share of the Outlot A Expenses and Outlot A Share and (ii) provides verification of the costs and expenses included in the invoice. The amount of the Lot's Outlot A Share of the Outlot A Expenses shall be a assessment and charge on the Lot and shall be a continuing lien upon the Lot; provided, however, such lien shall be subordinate to the lien of any mortgage placed upon the Lot. The amount of the written invoice shall also be the personal obligation of the person(s) who was the owner(s) of such Lot at the time when the invoice came due. Any invoice not paid within thirty (30) days after receipt shall bear interest from the due date at the rate of fourteen percent (14%) per annum or the maximum rate allowed by law, whichever is less.

21. Amendments: These Restrictive Covenants shall run with the land and shall be binding for a period of twenty-five (25) years from and after the date of recordation of these Covenants, after which time these Covenants shall be automatically extended for successive periods of ten (10) years unless terminated in writing and recorded of record by the titleholders of two-thirds of the Lots within the Property. These Restrictive Covenants may be terminated or modified, in writing and recorded of record, by the titleholders of two-thirds of the Lots within the Property, at any time. These Restrictive Covenants may be terminated or modified by the Declarant on or before March 23, 2010; provided that, Declarant is the titleholder of not less than one-half of the Lots within the Property.

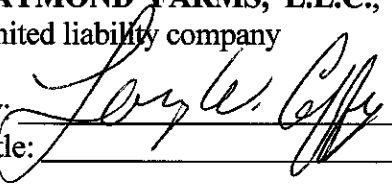


22. **Enforcement:** The Declarant and each Lot owner and every person or entity who owns a Lot within the Property may enforce the provisions of these covenants. The enforcement of these Restrictive Covenants may be by proceeding at law or in equity, including specific performance against any person violating or attempting to violate any provision hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Declarant, to enforce the payment of any assessment or any lien or obligation created hereby. No delay or omission on the part of a party in exercising any rights, power or remedy herein provided, or in the event of any breach of the Restrictive Covenants herein contained, shall be construed as a waiver thereof or acquiescence therein. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against any Lot, then if the person instituting such proceeding is successful it, he or she shall also be entitled to an award of all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

23. **Severability:** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

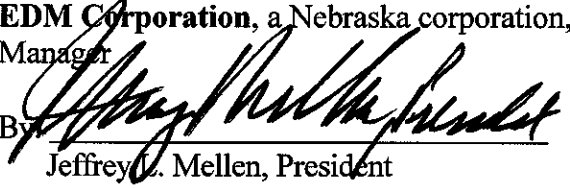
“Raymond Farms”

**RAYMOND FARMS, L.L.C.**, a Nebraska limited liability company

By:   
Title: \_\_\_\_\_

“EDM”

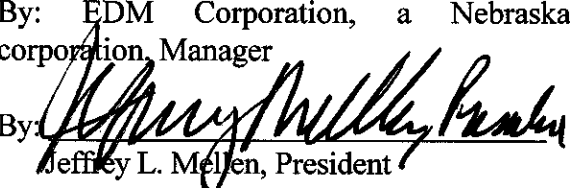
**EDM Corporation**, a Nebraska corporation, Manager

By:   
Jeffrey L. Mellen, President

“Novi”

**NOVI, LLC**, a Nebraska limited liability company

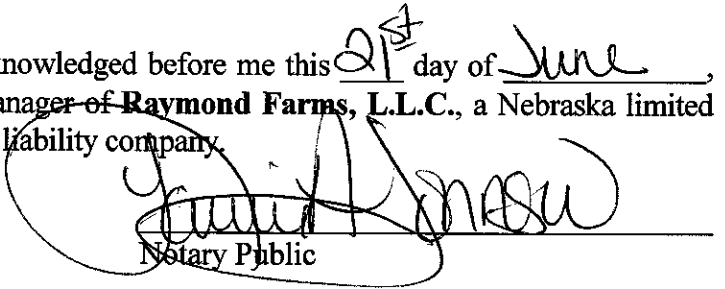
By: EDM Corporation, a Nebraska corporation, Manager

By:   
Jeffrey L. Mellen, President

STATE OF Nebraska )  
COUNTY OF Lancaster ) ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2005 by Lamy Coffey, Manager of **Raymond Farms, L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.

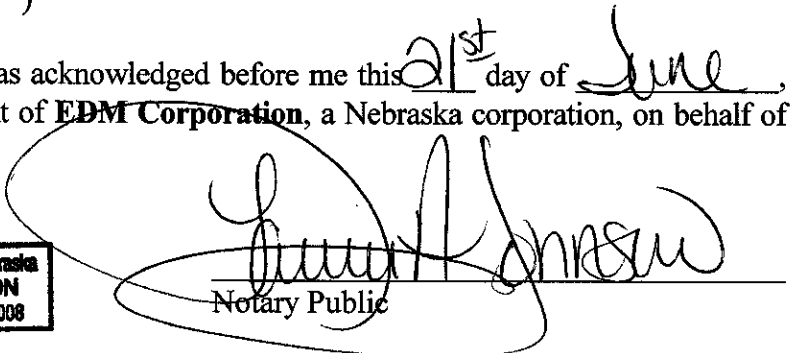
(SEAL) 

  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2005 by Jeffrey L. Mellen, President of **EDM Corporation**, a Nebraska corporation, on behalf of the corporation.

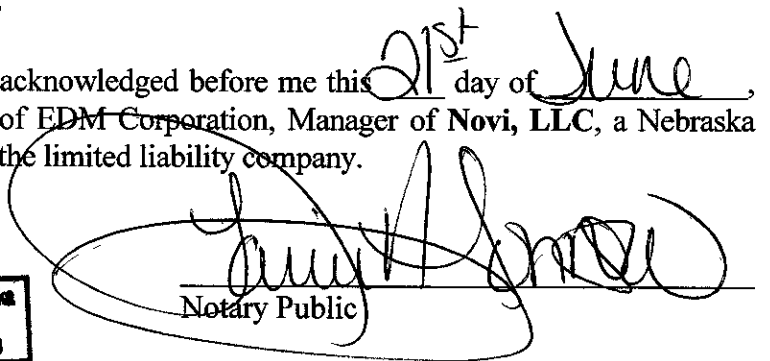
(SEAL) 

  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2005 by Jeffrey L. Mellen, President of **EDM Corporation**, Manager of **Novi, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(SEAL) 

  
Notary Public