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Pages 5



Affidavit regarding Amendment to Design Covenants

STATE OF NEBRASKA) ss
COUNTY OF LANCASTER)

The undersigned affiant, being first duly sworn upon oath, hereby states, with respect to the property legally described on the attached Exhibit "A" (herein, the "Property"):

1. I am the attorney for the "Owners" identified in Restrictive Covenants filed as Inst. No. 2000-038888, amended by Amendment No. 1 to Restrictive Covenants filed as Inst. No. 2001-032738, both with the Lancaster County Register of Deeds (herein, "Covenants"), being South Industrial Park LLC and Assurity Life Insurance Company f/k/a Security Financial Life Insurance Co.

2. Sections 6.3 and 6.4 of the **Covenants** constitute the "Design Covenants". Pursuant to Section 6.4 of the Covenants and subject to the requisite approval of two-thirds of the Lot Owners within the Property, the Owners amended the Design Covenants (and thus the **Covenants**) (i) by adding a new Section 6.3.3.4 pertaining to exterior materials for warehouse buildings abutting the railroad tracks on the west boundary of the Property and (ii) by modifying Section 6.3.5 pertaining to shingles for warehouse buildings abutting the railroad tracks on the west boundary of the Property. Such amendment is shown underlined on the attached Exhibit "B" (the "Amendment").

3. There are presently 22 Lots within the Property, and the approval of at least 15 Lot Owners was necessary in order to amend the Design Covenants.

4. The Amendment was approved in writing by more than 15 Lot Owners. Accordingly, the Amendment to the Covenants was duly adopted.

Christie Schwartzkopf Schroff

Christie Schwartzkopf Schroff, Affiant

Subscribed and sworn to before me by Christie Schwartzkopf Schroff on October 14, 2014.

mail
Return to: Christie Schroff
300 N. 44 St., Ste 116, Lincoln, NE 68503

Jennifer Tricker
NOTARY PUBLIC



Exhibit "A"

Legal Description of Property

In the Restrictive Covenants filed as Inst. No. 2000-038888, amended by Amendment No. 1 to Restrictive Covenants filed as Inst. No. 2001-032738:

Lots 1 – 14, Block 1, Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska;
Outlot "A", Horizon Business Center Addition, Lincoln, Lancaster County, Nebraska

As presently platted (all in Lincoln, Lancaster County, Nebraska):

Lots 7, 8, 9 and 11, Block 1, Horizon Business Center Addition

Lots 1, 2, 3, and 4, Block 1, Horizon Business Center 1st Addition

Lots 1, 2, and 4, Horizon Business Center 2nd Addition

Lots 1, 2, 3, and 4, Horizon Business Center 3rd Addition

Lot 1, Horizon Business Center 5th Addition

Lots 1 and 2, Horizon Business Center 6th Addition

Lots 1, 2, 3, and 4, Horizon Business Center 8th Addition

Outlot "A", Horizon Business Center Addition

HOBUCE 5
HOBUCE 6
HOBUCE 7
HOBUCE 1
HOBUCE 2
HOBUCE 3
HOBUCE 4
HOBUCE

AMENDMENT NO. 2 to RESTRICTIVE COVENANTS

The amendments showed underlined in Sections 6.3.3.4 and 6.3.5 were duly adopted. The entire Article 6 of the Restrictive Covenants, as amended, is reprinted here for convenience. The Design Covenants comprise Sections 6.3 and 6.4 of the amended Restrictive Covenants.

**DESIGN COVENANTS
FOR
HORIZON BUSINESS CENTER**

6. ARCHITECTURAL CONTROL

6.1 ARCHITECTURAL CONTROL; APPROVAL OF PLANS: Plans for any building or other temporary or permanent exterior improvement, including advertising devices, signage, lighting, fences, exterior remodeling, color scheme, glass color, reconstruction or additions, shall be submitted to the Owners and shall show the design, size and exterior material for the roof, building or improvement, the plot plan and landscape plan for the Lot. One set of the approved plans ("Plans") shall be left on permanent file with the Owners. Construction of the building or improvement shall not be commenced unless written approval of the Plans has been secured from the Owners. Written approval or disapproval of the Plans shall be given by the Owners within thirty (30) days after the receipt thereof. The Owners shall have the exclusive right to disapprove of the Plans, if in the Owners' opinion, the Plans do not conform to the general standard of development in the Property. Upon disapproval, a written statement of the grounds for disapproval shall be provided.

6.2 TRANSFER OF OWNERS' RIGHTS: The rights and duties reserved to the Owners under Section 6.1 above may be assigned to the Association by Owners at any time, but shall be assigned to the Association after buildings have been placed or constructed upon three-fourths of the Lots within the Property. Notwithstanding any such assignment, Owners reserve Section 6.1 rights and duties for Lots of which the Owners are the titleholders.

6.3 PLAN APPROVAL STANDARDS - DESIGN COVENANTS: The minimum standards to be applied in the review of Plans for all buildings and improvements constructed, remodeled, or reconstructed within the Property are established in certain Design Covenants adopted by the Owners. One copy of these Design Covenants, as amended from time-to-time, shall be on permanent file with the Owners. The Design Covenants are set forth in this Section, below. The intent of specific references in Section 6.3.3 and Section 6.3.4 to specifications and materials is to establish clear design standards, for which substitute, comparable, or equivalent alternative products, materials, or colors will be considered by the Owners as a part of the Section 6.1 Plan approval process.

6.3.1 *Building Types.* Building types shall be limited to: retail, one- and two-story office, flex space, and warehouse structures.

6.3.2 *Building Scale and Proportion.* One-story office and retail buildings must have sloping roofs or a combination of tapered and sloping roof. Sloped roof ends including dormers are to be consistent among structures.

6.3.3 *Exterior Solid Wall Materials.* Walls shall be constructed with materials that emphasize the primary points of entry.

6.3.3.1 **Retail and office buildings** shall have solid wall materials consisting predominately of:

- (i) split face block manufactured by Watkins in the color of putty in combination with smooth units or brick for horizontal banding, unit size of 8" x 16" x 6" and 8" nominal,
- (ii) face brick manufactured by ACME in the color of Blend 250, unit size of 4" x 8" nominal,
- (iii) cast stone manufactured by Continental in color 1103, or
- (iv) expanded fiberglass insulation system (EFIS) in a color to match the retail or office building.

6.3.3.2 **Flex space buildings** shall have solid wall materials consisting predominately of:

- (i) face brick manufactured by Yankee Hill in the color of G-2 Velour and unit size of 4" x 8" nominal,
- (ii) cast stone manufactured by Continental in color 1103, or
- (iii) expanded fiberglass insulation system (EFIS) in a color to match the flex space building. Entrances for flex space buildings shall consist of either split face block manufactured by Watkins in the color of putty in combination with smooth units or brick for horizontal banding and unit size of 8" x 16" x 6" and 8" nominal or cast stone manufactured by Continental in color 1103. Less visible side and backside walls shall be made of tilt-up concrete in an integral color or painted to match the flex space building(s).

6.3.3.3 **Warehouse buildings** shall have solid wall materials consisting predominately of tilt-up concrete in an integral color or painted to match the flex space building(s). Entrances shall consist of either split face block manufactured by Watkins in the color of putty in combination with smooth units or brick for horizontal banding, and unit size is 8" x 16" x 6" and 8" nominal, or face brick manufactured by Yankee Hill in the color of G-2 Velour and unit size of 4" x 8" nominal.

6.3.3.4 **Warehouse buildings abutting railroad tracks on the west boundary of the Property** may alternatively have veneer materials of precast concrete or tilt-up concrete or decorative concrete masonry units to full height on the street side, and ½ height on the side yard sides of the building. Metal panel is permitted to full height on the rear yard side of the building facing the railroad tracks, and ½ height on the side yard sides of the building.

6.3.4 *Window and Storefront Systems.* Windows and storefronts shall have aluminum frames in Kawneer Hunter Green or a comparable color. Aluminum sunshades are not required, but if used, they must match the color of the aluminum

frames. In addition, all primary business entrances are to have an extended overhang beyond the door swing.

6.3.5 *Shingles.* All sloping roofs, except warehouse buildings abutting railroad tracks on the west boundary of the Property, must have heavy-duty asphalt shingles. The color and pattern of the shingles must be uniform among all of the buildings. The sloping roof material for warehouse buildings abutting the railroad tracks on the west boundary of the Property shall be either standing seam panel or shingles.

6.3.6 *Screen Walls.* All trash containers, mechanical equipment, and transformers shall be screened with brick or concrete masonry unit (CMU) walls consistent with the Section 6.3.3 and 6.3.4 building materials for the building served by such equipment.

6.3.7 *Accent Colors.* Accent colors, details, and materials will be considered individually by the Owners.

6.3.8 *Landscaping.* All landscaping shall be coordinated with and consistent with the overall landscape plan for the Property. See Section 7.5.

All Lot Owners shall be responsible for strictly complying with these Design Covenants. Upon failure to comply with these Design Covenants, the Owners may contract for the services reasonably necessary to bring the Lot into compliance and assess the actual costs plus a ten percent (10%) administrative charge against the Lot. When shown of record, such assessment shall be a lien upon the Lot and shall bear interest at the rate established by the Association for unpaid assessments.

These Design Covenants may be revised or amended pursuant to Section 6.4, herein. The Design Covenants shall be available for review by all Lot Owners, mortgagees, and prospective Lot Owners.

6.4 AMENDING DESIGN COVENANTS: The Owners reserve the right on behalf of themselves, their successors and assigns, and the Association, to revise and to amend the Design Covenants subject to the written approval of the holders of two-thirds of the cumulative total of voting rights established without regard to class of membership (one vote per Lot). Amendments to Design Covenants need not be filed in order to be effective or enforceable against any Lot Owner having notice of the amendment. Temporary construction office or trailers and temporary equipment storage structures shall not be subject to the Design Covenants. The Owners reserve the right to locate a permanent maintenance structure within the Property, which may not strictly conform to the Design Covenants.