

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2004-09627

2004 MR 22 AM 10:45

*Lloyd J. Dowding*  
REGISTER OF DEEDS

COUNTER	<i>[Signature]</i>	C.E.	<i>[Signature]</i>
VERIFY	<i>[Signature]</i>	D.E.	<i>[Signature]</i>
PROOF			
FEE \$	<u>37.00</u>		
CHECK#			
CHG		CASH	<u>40.00</u>
REFUND	<u>3.00</u>	CREDIT	
SHORT		NCR	



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FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE, STE 1109  
PAPILLION, NE 68046-2895  
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*402-980-0098*  
*Mike Sorrento*  
*8951 S. 126 ST*  
*LA VISTA NE*  
*68138*

A

**R & M**  
Business Park

**PROTECTIVE COVENANTS**

This First Amendment to Protective Covenants is made on the date hereinafter set forth by the undersigned who is the owner of all the real property described below, hereinafter referred to at times as the "declarant".

WITNESSETH:

Whereas, the declarant is the owner of the real property described as follows:

Lots 1 through 14 inclusive, R & M Business Park, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and

Whereas, the declarant is the owner of the real property and is in the process of platting Lots 1 through 14, inclusive.

Now, therefore, declarant hereby amends the Protective Covenants for R & M Business Park, a subdivision in Sarpy County, Nebraska, dated October 12, 2001 and recorded on October 19, 2001 in the register of Deeds, Sarpy County, Nebraska ("Protective Covenants"), hereby declares that all of the property described above should be held, sold and conveyed, subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the above described property and be binding upon all parties having any right, title and interest in the above described property, or any part thereof, and their heirs, successors, future owners and assigns, and shall inure to the benefit of each owner thereof, until September 1, 2021.

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 SETBACK, SIDE YARD, REAR YARD, HEIGHT AND USE.**

The applicable zoning regulations shall govern the height, side yard, rear yard, and building setback requirements and also the permitted use of the premises except that no part of the premises may be used for residential purposes, however, the minimum side and rear yard set back will be 15 feet from the respective lot line and the minimum building set-back will be 35 feet from the abutting street property line and no structure will exceed 45 feet in height.

Every use shall be operated within a completely enclosed structure, and no noxious or offensive activities shall be conducted which may become a nuisance to the occupant of other building sites with R & M Business Park 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 L1 zoning (Light Industrial District), except the following:

No uses specified in the special Use Permit Section, except those uses falling under Section 27.3.1

Any other industry or business whose manufacturing processes or methods of operation cannot be regulated or controlled so as to limit to their property the deleterious

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effects of their methods of operation particularly as regards noise, air pollution, odor, litter, vibration, glare or explosion hazard.

Each built upon lot shall be either (a) plated 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 first building upon such lot. All property lines, abutting a street right-of-way, shall have a minimum landscape buffer of ten (10) 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, truck trailers, equipment or other material shall be kept, stored, or displayed in front or outside the confines to the walled building unless it be enclosed by a wall, a fence at least six (6') feet high, or in a manner agreed to between buyer and seller, provided however that any storage area shall be shielded from the line-of-sight view of any street by either (a) concrete or masonry wall, or (b) earth berm, or (c) approved impervious fencing. Chain link fencing of any kind will not be permitted under this provision.

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 of 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 AND RESIDENCES.

No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto premises or erected thereon shall, be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such 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 R & M Business Park area by reason of unsightliness or the excessive 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 the 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), concrete components or pre-painted metal building on four sides. 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

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requiring minimal maintenance and upkeep. Materials other than those mentioned above may 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 exterior elevations.

No loading dock shall be erected on any building site abutting any street, unless the front of such loading platform or dock shall be set back at least sixty-five (65) feet from all abutting street right-of-way lines.

#### 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 SIGN.

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. Signs cannot be erected on the roofs of buildings or on the top of the facade 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 subdivision master plan and meet Sarpy County standards. 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 feet (6') in height. Graded slopes shall have a maximum slope of 3:1 and shall be landscaped to prevent erosion.

Landscaping shall meet the requirements of Sarpy County Zoning Ordinance for industrial zoned areas. Landscaped areas shall be designed to project an attractive image complete with trees, shrubs, and lawn or garden, and shall be properly maintained in a sightly and well-kept condition. Plant material that is diseased, dead or has been destroyed shall be replaced with new plant material during the next planting season.

#### 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 cover planting which grows to a height not to exceed eighteen (18) inches. At no time shall any part of the land 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

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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 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

No excavation, fill, grading or other alteration of the topography or drainage of any property described herein shall be commenced and no building or improvement of whatever type other than improvements or alterations to the interior of the building shall be constructed, erected or maintained upon the property, nor shall there be any addition or change to the exterior appearance of any building or improvement, including, without limitation, the color (other than repainting with the same color of paint as previously existed) of exterior walls, entryways, overhangs, parapets, atriums and fences, except in compliance with plans and specifications thereof, which have been submitted to and approved in writing pursuant to these Covenants by the Committee.

Prior to the commencement of any construction, 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 business park. The role of the Committee is to support and promote design excellence and upholds the integrity of the business park through quality planning and construction. The Committee shall have the right, in its sole discretion, to refuse to approve any plans and specifications, which are not suitable or desirable for aesthetic or other reasons. In reviewing all plans and specifications, the Committee shall take into consideration the suitability of the proposed building or improvement, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from the other properties subject to these Covenants and the adjacent public streets. No changes or deviations in or from such grading plans and specifications once approved shall be made without the prior approval of the Committee.

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. Registered professional architects and engineers within their specific disciplines shall accomplish all work. 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 fourteen (14) 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 Committee pursuant to these Covenants.

2004-09627E

**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 covered by the Covenants. The Undersigned declarer 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 September 1, 2021, after which time they shall be automatically extended for successive periods 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) years period.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have executed these Protective Covenants this 1 day of January, 2002.

R & M Reality, a Nebraska partnership,

By: Michael P. Sortino  
Partner

STATE OF NEBRASKA (SS.  
COUNTY OF DOUGLAS)

On this 1 day of January 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Michael P. Sortino, Partner of R & M Reality a Nebraska Partnership, and the identical person whose name is affixed to the above and foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such partner and the voluntary act and deed of said partnership.

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



[Signature]  
Notary Public