

\$39.00

Dan J. Jette

REGISTER OF DEEDS

INST. NO 2000

2000 DEC 13 P 4: 16

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LANCASTER COUNTY, NE

BLOCK

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RESTRICTIVE COVENANTS

The undersigned (Owner) is the titleholder of record of the following-described real estate:

Lots 1 through 16, Block 1; and Lots 1 through 12, Block 2, South Street Business Park, Lincoln, Lancaster County, Nebraska, (Properties)

These Restrictive Covenants are established within and upon the Properties.

1. USE. No Lot within the Properties shall be used other than for commercial purposes per approved zoning.

2. COMPLETION OF CONSTRUCTION. Any building placed or constructed upon any Lot within the Properties shall be completed within 18 months after the commencement of construction.

3. APPROVAL OF PLANS. Owner or its assignees shall have the exclusive right to establish grades and slopes for any Lot within the Properties and to fix the grade 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 Properties. Plans for any building or other improvement to be placed, constructed or remodeled upon any Lot within the Properties shall be submitted to Owner 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 Owner 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 Owner. Written approval or disapproval of the plans shall be given by the Owner within 30 days of receipt of the plans. In the event Owner fails to provide the approval or disapproval within 30 days, the plans shall be deemed to be approved. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Properties. The rights and duties of the Owner under this paragraph, except as to Lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the Association at any time. The Owner or the Association may charge reasonable fees in connection with the review including fees charged by engineers or architects or others employed by Owner to review the plans.

4. GENERAL STANDARDS FOR BUILDINGS. The following general standards of development shall guide the Owner in the review of any plans for buildings submitted for approval within the Business Park. These standards shall not be relied upon, interpreted or applied as

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~~Lincoln~~ Firth NE 68358

absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within the Properties.

- a. Standards. The Owner shall establish and periodically publish reasonable standards and design guidelines with respect to all buildings and other improvements on any Lot within the Properties ("Standards"). The Standards may be amended, repealed, or supplemented at any time by the Owner 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 Owner. Decorative concrete is recommended on all elevations.
 - ii. Front/Street Facing Elevation. The front or street facing elevation of any building shall be of at least 20 percent brick, concrete, masonry or tilt-up, or as specifically approved by Owner.
 - 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 Business Park 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 Business Park.

5. GENERAL STANDARDS FOR IMPROVEMENTS OTHER THAN BUILDINGS. The following general standards shall be satisfied in the construction and installation of improvements and structures other than a building. Written approval from the Owner for improvements and structures other than buildings is required and shall comply with these standards.

- a. Fencing. Fencing shall be a minimum chain link, masonry, steel, wood or vinyl construction.
- b. Accessory Structures. All accessory structures or improvements shall be compatible with the quality of the building on the Lot and the overall Business Park development and shall be maintained in good order and an attractive condition.
- c. Signs. Signs shall comply with the City of Lincoln code and zoning regulations; however, there shall be no pole signs or off-premise advertising signs. Ground

signs shall be no more than 5 feet in height or 8 feet in length and shall be mounted on a masonry base.

- d. Landscaping. All landscaping plans other than the installation of turf grass shall require Owner approval. All front yards shall be landscaped with trees and shrubbery sufficient to maintain the general standard of a high quality business park. All turf is recommended to have underground irrigation.
- e. Parking Lots. All parking facilities shall be of concrete or asphalt subject to Owner's right to waive the requirement on large facilities.

6. UTILITY EASEMENT AREA MAINTENANCE. The 30-foot public utility easement on Outlot A between Lots 9 and 10, Block 1, shall be permanently maintained by the titleholder of Lot 10, Block 1. The titleholder of Lot 10, Block 1, shall permanently have all use and control of such easement area abutting the east line of Lot 10, subject to the easement for public utilities.

7. GOVERNMENTAL REQUIREMENTS. All buildings and other improvements within the Properties 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 titleholder fails to comply with these requirements, then the Owner 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.

8. OUTSIDE STORAGE. No article of merchandise or other material shall be kept, stored, or displayed outside a building, unless it is screened by fences or walls 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.

9. 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. All parking areas shall be hard surfaced and generally constructed of concrete.

10. TEMPORARY STRUCTURES. No partially completed temporary building and no trailer, tent, shack, or garage on any Lot within the Properties shall be used as a permanent place of business or used for a temporary business location except during construction of a permanent business building.

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

12. MAINTENANCE OF LANDSCAPE SCREENS. The 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.

13. GENERAL MAINTENANCE OBLIGATIONS. The titleholder of each 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 Properties. Each lot owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot. The Owner 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 Properties.

14. FAILURE TO MAINTAIN. In the event any member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Owner or Association after seven (7) days notice to the member 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 member 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 and shall be a lien upon the Lot assessed.

15. AMENDMENTS. These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the titleholders of two-thirds of the Lots within the Properties, at any time or by the Owner at any time within five (5) years of the date of these Covenants are recorded provided Owner is the titleholder of not less than one-half of the Lots within the Properties.

16. ENFORCEMENT. The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Association or Owner, may be to enforce any lien or obligation created hereby.

17. SEVERABILITY. The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

Dated: November 27th, 2000.

HENDRICKS INVESTMENTS, L.L.C.

By: 
John Hendricks, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of November 2000, by John Hendricks, Managing Member of Hendricks Investments, L.L.C., on behalf of the limited liability company.

Diana Stemper
Notary Public

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