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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2016-30758

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Floyd J. Dowling

REGISTER OF DEEDS



**DECLARATION OF COVENANTS AND
RESTRICTIONS**

¹⁸ This Declaration of Covenants and Restrictions (this "Declaration"), is made and entered into as of this 18 day of November, 2016, by ROGERS DEVELOPMENT, INC., a Nebraska limited liability company (this "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Sarpy County, Nebraska, legally described as follows (the "Commercial Lot"):

Lot 76, Pebblebrooke 2, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

WHEREAS, Declarant desires that the Commercial Lot be developed in a manner which will not be detrimental to the adjacent single family lots in Pebblebrooke 2, and desires to provide certain covenants and restrictions to provide for the maintenance of the character and integrity of the Commercial Lot.

NOW, THEREFORE, Declarant hereby declares that the Commercial Lot shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, said Commercial Lot.

**ARTICLE I
Lot Maintenance and Restrictions**

1.1 Maintenance. The Owner of the Commercial Lot shall keep the Commercial Lot mowed, free of debris and trash, and in otherwise good condition.

1.2 Buildings and Building Areas. After completion of construction of a building, each owner covenants and agrees to maintain and keep the exterior portion of the buildings located on the Commercial Lot in good condition and state of repair, and in compliance with all governmental laws, rules, regulations, and ordinances applicable thereto. Each owner further agrees to store all trash and garbage in adequate containers, to locate such containers at the rear of Buildings so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

*RECEIVED ROGERS
DEVELOPMENT*

1.3 Restrictions Applicable to Commercial Lot. The following uses shall not be permitted on the Commercial Lot:

1. Theater;
2. Off-track betting, bingo parlor, keno or other gambling establishment;
3. Billiard or pool hall;
4. Massage parlor, except for Massage Envy or similar well regarded operator;
5. Amusement or game arcade center;
6. Bowling alley;
7. Skating rink;
8. Adult book or video store (meaning any book or video establishment deriving more than five percent (5%) of its revenue from the sale, lease, rental or display of sexually explicit material of any kind);
9. Auction house;
10. Mobile home park;
11. Junkyard or stockyard;
12. Dumping, disposal, incineration or reduction of trash or garbage except for dumpsters and trash removal incidental to a permitted use;
13. Funeral home or mortuary;
14. Check cashing business, except as incidental to the operation of a bank, savings and loan or similarly regulated financial institution;
15. Pawnshop; and
16. Tattoo or piercing parlor.

ARTICLE II
Buildings and Construction

2.1 Plan Approval. No building, or other external improvement (herein an "Improvement") shall be constructed, erected or placed or permitted to remain on the Commercial Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(a) An owner desiring to erect an Improvement shall deliver proposed plans and specifications, including landscaping plan to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement, together with such other detailed drawings as may reasonably be requested by Declarant to review such Improvement. Concurrent with the submission of the Plans, Owner shall notify the Declarant of the Owner's mailing address.

(b) Declarant shall review such Plans in light of the covenants and restrictions in this Declaration, and in relation to the type and exterior of improvements which have been constructed or approved for construction on the Commercial Lot. In this regard, Declarant intends that the Commercial Lot shall be developed as a high quality commercial center with buildings constructed of good quality materials. The decision to approve or refuse approval of any proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the Improvements constructed with the adjacent residential development, and to protect the value, character and quality of the adjacent residential development in a manner consistent with this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding Improvements and topography or will not protect and enhance the integrity and character of the residential development, Declarant may refuse approval of any proposed Improvement.

(c) Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. Such notice shall be mailed, if at all,

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within ten (10) business days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

2.2 Construction of Improvements. Each Owner agrees that all construction activities performed by it on the Commercial Lot shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, and workmanlike manner.

2.3 Due Diligence in Construction. It is acknowledged and agreed that no owner shall have an obligation to commence construction of any building on its Commercial Lot; however, the owners agree that once construction has been commenced, such building shall be completed in a reasonably diligent and workmanlike manner.

ARTICLE III MISCELLANEOUS

3.1 Enforcement. Only the Declarant shall be entitled to institute proceedings for full and adequate relief from consequences of a breach or threatened breach of this Declaration.

3.2 Perpetual Duration. This Declaration and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Declaration shall be perpetual, provided, however, that this Declaration may be amended, modified or terminated by the Declarant and the owners owning not less than eighty (80%) of the land square footage of the Commercial Lot.

3.3 Termination of Declarant Status. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration at any time by filing a notice of termination of status as Declarant with the Sarpy County Register of Deeds provided that concurrently therewith, the Declarant shall appoint another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

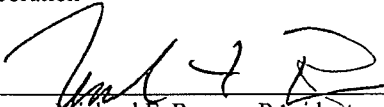
3.4 Survival. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Declaration.

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Signature Page to Follow]**

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IN WITNESS WHEREOF, this Declaration has been executed effective as of the day and year first above written.

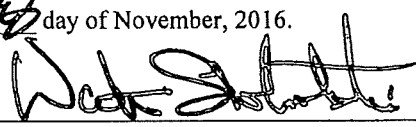
ROGERS DEVELOPMENT, INC., a Nebraska corporation

By: 
Michael F. Rogers, President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Michael F. Rogers, President of Rogers Development, Inc., a Nebraska corporation, for and on behalf of the company

WITNESS my hand and Notary Seal on this 13 day of November, 2016.


Notary Public

