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Sharon J. Dowling
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DECLARATION OF RESTRICTIONS

This Declaration of Restrictions ("Declaration") is made as of this 7 day of June, 2001,
by **Papio Valley, L.L.C.**, a Nebraska limited liability company ("Papio Valley").

RECITALS:

WHEREAS, Papio Valley is the owner, subject to covenants, encumbrances, easements and restrictions of record, of the following described real estate (hereinafter collectively referred to as the "Papio Valley 2 Lots" or "Subdivision" and sometimes singly referred to as a "Lot"):

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, inclusive, all in Papio Valley 2
Business Park, a Subdivision, as surveyed, platted, and recorded in
Sarpy County, Nebraska;

WHEREAS, Papio Valley has established a general plan for the harmonious and attractive development of the Papio Valley 2 Lots.

AGREEMENTS:

NOW, THEREFORE, Papio Valley does hereby establish and declare the following covenants, conditions, reservations and restrictions which shall apply to the Papio Valley 2 Lots:

1. General Provisions:

a. No part of the Papio Valley 2 Lots will be occupied or used without provision of adequate and reasonable off street vehicular parking spaces and in any event the following standards shall be maintained: (i) all vehicular parking (customer, visitor, and employee), truck maneuvering and unloading must be on private property; (ii) 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; (iii) in no case shall any storage, servicing or dismantling of automobiles or other vehicles be permitted in the parking areas or any area on a Lot except in an enclosed structure out of public view except those vehicles that are part of an assembly process that is part of the normal business operations being conducted on the Lot and which are screened from view from the front lot line of the Lot, by a building, fence, wall or other structure of at least six (6) feet in height; and, (iv) the minimum number of vehicular parking spaces required shall equal at least forty (40) percent

of the number of employees normally engaged at one time in the business or industry conducted on each individual tract.

b. After commencement thereof, construction of any improvements will be diligently prosecuted to completion, and no construction will be maintained in an uncompleted or unfinished condition for more than eighteen months.

c. No access street, driveway, road, parking lot or sidewalk and no structural element of any construction or exterior part thereof will be maintained in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

d. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

e. No garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on a Lot, other than in a location which is screened from view from the front lot line of the Lot, by a building, fence, wall or other structure of at least six (6) feet in height.

f. No excess or unused building construction materials will be kept, stored, or otherwise maintained in a location within public view, other than for use or uses connected and coterminous with construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored or otherwise maintained on Papio Valley 2 Lots.

g. No truck, boat, camper, trailer, or similar chattel not in actual use will be stored or maintained other than in an enclosed structure except those vehicles that are part of an assembly process that is part of the normal business operations being conducted on the Lot and which are screened from view from the front lot line of the Lot, by a building, fence, wall or other structure of at least six (6) feet in height.

h. No noxious or offensive trades, services or activities shall be conducted on any lot 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 Papio Valley 2 Business Park area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise which is atypical from any similar industrial park within a three (3) mile radius of the Papio Valley 2 Business Park.

i. That portion of each tract (including parking) which is not improved by the construction of buildings, approved surfacing, enclosed yards or lawn area, as herein provided, shall be planted with grass or other suitable plant material (which grows to a height not to exceed eighteen (18) inches) to act as a dust cap and kept weed-free, clean, mowed and maintained. At no time shall any part of a lot be planted to cultivated row crops.

j. No exterior trash compactor or other receptacle for garbage, trash, or other refuse will be maintained above ground level other than in a location which is attractively screened

from view from the front lot line of the Lot, by a building, fence, wall or other structure of at least six (6) feet in height and using brick or decorative block materials, or such other screening materials as may be approved by the Architectural Control Committee.

k. No barn, shack, tent, trailer, or other movable or temporary structure will be maintained other than for temporary use or uses appropriate, convenient, or necessary for use or uses connected and coterminous with approved or permitted construction. No trailer, tent, shack, garage, barn or any temporary or moveable structure shall be maintained on, moved onto erected on any lot, nor shall they 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 Architectural Control Committee.

l. The exterior of any building or other improvement shall be maintained in a quality and condition comparable to that of first class developments of comparable size and nature located in the same geographic area as the Papio Valley 2 Lots.

m. Air conditioning equipment, mechanical fixtures and equipment, storage areas, exterior coolers, electrical and refrigeration facilities and other similar service facilities shall not be maintained above ground level other than in a location which is attractively screened from view from the front lot line of the Lot, by a building, fence, wall or other structure of at least six (6) feet in height and using brick or decorative block materials, or such other screening materials as may be approved by the Architectural Control Committee.

n. In the event all or any portion of any building is: (i) damaged or destroyed by fire or other casualty; or, (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, then such building or remaining portion of such building shall be promptly restored or, in lieu thereof, the damaged portion of such building together with all rubble and debris related thereto shall be removed. All portions of the lot on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Subdivision or any portion thereof, shall be covered by a one inch asphalt dust cap and shall be kept weed free and clean until buildings are reconstructed thereon.

o. The owner of any particular Papio Valley Lot, shall seed, fertilize, mow and maintain, in the same condition as the grass areas within the lot, that part of any area of public right-of-way abutting the lot and extending to the edge of the paved street or highway, including but not limited to 120th Street and any public street in the Subdivision.

p. No part of the Papio Valley 2 Lots shall be used: as a message parlor, adult book store, or adult video store.

q. No building constructed at another location may be moved onto or permitted to remain on any lot in this subdivision.

r. All loading and unloading operations shall be off-street. In no case shall loading or unloading be permitted in the lawn areas.

2. Architectural Control Committee: The Architectural Control Committee shall be composed of Papio Valley L.L.C., a Nebraska limited liability company, or such successor as may be appointed by Papio Valley L.L.C. The Committee, may designate and appoint a representative to act for it.

a. Each building, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Subdivision. No building or related improvements will be built, constructed, erected, installed, maintained, undertaken, planted, or the exterior altered in any way, without the express written approval of the Architectural Control Committee (hereinafter referred to as the "Committee"), as to: (i) exterior elevations (including without limitation, signs, exterior colors, composition, exterior building materials and quality of construction) and harmony and compatibility of external elevations with other improvements in the Subdivision; (ii) location of improvements within lot boundary lines (including but not limited to side yard set backs and building orientation on the lot); (iii) site landscaping; (iv) parking facilities; (v) public sidewalks; and, (vi) compliance with this Declaration;

b. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to the Architectural Control Committee to enable the Architectural Control Committee to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Subdivision, and as to compliance with the this Declaration. The Architectural Control Committee may not arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Subdivision and in compliance with this Declaration. The Architectural Control Committee may require approved masonry construction such as brick, stone, painted concrete block, architectural concrete, concrete panels or architectural plaster to be used as the exterior building material on any portion of any building facing a public street. The Architectural Control Committee must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if the Architectural Control Committee disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If the Architectural Control Committee rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, the Architectural Control Committee shall be deemed to have approved same provided that, when the approval was sought, the one seeking the approval stated in writing to the Architectural Control Committee that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

c. All portions of the lot which are not used for buildings shall be developed and continuously maintained in accordance with a site plan approved by the Architectural Control Committee. The sizes and arrangements of the improvements, including, without limitation, service drives and parking areas, striping, parking lot lighting, perimeter walls and fences, may not be changed without the prior written approval of the Architectural Control Committee.

Those portions of a lot which are not improved with a building shall be either (a) planted 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. All lots 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.

d. 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. Also, no signs will be permitted to be erected on the roofs of buildings. Written approval from Architectural Control Committee is required prior to the erection of any sign.

e. 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.

f. Structural systems shall be comprised of structural steel (conventional and pre-engineered systems) or concrete components. Exterior wall systems shall be comprised of glass, brick masonry, decorative concrete masonry units, pre-cast concrete wall systems, pre-finished metal wall panels, plaster and synthetic plaster materials. It is encouraged to utilize materials requiring minimal maintenance and upkeep. Materials other than those mentioned above may be submitted for approval by the Architectural Control Committee.

g. No loading dock shall be erected on any building site abutting any streets, 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.

h. The Architectural Control Committee shall be authorized to make such exceptions to, or modifications to, this Declaration as unusual circumstances or special situations may warrant; provided, that such exceptions or modifications be in writing and that they not invalidate this Declaration in principle or general objective.

3. Miscellaneous Provisions:

a. Covenants Run With the Land: The terms and provisions of this Declaration shall be in favor of and appurtenant to the Papio Valley 2 Lots and shall run with such land.

b. Successors and Assigns: This Declaration and the Restrictions created hereby shall be binding upon the owners of Papio Valley 2 Lots, their heirs, personal representatives, successors and assigns, and upon any person acquiring such land, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

c. Duration: Except as otherwise provided herein, the term of this Declaration shall be for twenty-five (25) years from the date hereof, whereupon they shall automatically renew for an additional twenty-five (25) years unless terminated pursuant to paragraph 3(e) below.

d. Injunctive Relief: In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the owners of the Papio Valley 2 Lots shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

e. Modification and Termination: Except as provided in paragraphs 4 and 5, below, this Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the owners of at least ninety percent (90%) of the Papio Valley 2 Lots at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the required owners and recorded in the office of the register of deeds of the county in which the Subdivision is located. Except as provided in paragraphs 4 and 5, below, no modification or termination of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination.

f. Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of Papio Valley 2 Lots to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

g. Default: A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

h. Waiver: The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

i. Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

j. Not a Partnership: The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship among the owners of the Papio Valley 2 Lots.

k. Third Party Beneficiary Rights: This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an owner of a Papio Valley Lot unless otherwise expressly provided herein.

l. Captions and Headings: The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

m. Construction: In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

n. Joint and Several Obligations: In the event any party hereto or the ownership of a lot is composed of more than one person, the obligations of said party or owner shall be joint and several.

o. Recordation: This Declaration shall be recorded in the office of the Register of Deeds, Sarpy County, Nebraska.

4. Building Set Backs, Side Yard, Height and Use: The applicable zoning regulations shall govern the height, side yard, rear yard and building set-back requirements and also the permitted use of all lots except that: (i) no part of any lot may be used for residential purposes; (ii) the minimum side yard will be 15 feet and rear yard set back will be 15 feet from the respective lot line; (iii) the minimum building set-back will be 35 feet from the abutting street property line; (iv) buildings constructed on Lots 1, 5, 7 and 8 may not be positioned in such a way as to face 120th Street; (v) the permitted uses will be limited to the "principal uses" as defined under and allowed under the zoning ordinances of the City of LaVista for property zoned M (Manufacturing District); (vi) no structure on any lot will exceed 45 feet in height; (vii) 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 occupants of other building sites within the Subdivision by reason of sound, vibration, heat, glare, radiation, fumes, odor, dust or smoke; and, (ix) any industry or business whose manufacturing processes or methods of operation are not regulated or controlled so as to limit to their property the deleterious effects of their methods of operation, particularly as regards noise, air pollution, odor, litter, vibration, glare or explosion hazard are prohibited.

5. Outside Storage and Exterior Maintenance: No article of merchandise, truck trailers, equipment, bulk storage tank or other material shall be kept, stored, or displayed in front or outside the confines of the walled building unless it is screened from view from the front lot line of the Lot, by a building, concrete or masonry wall, earth berm, or approved impervious fencing all of which shall be at least six (6) feet in height. Chain link fencing with

wood or PVC inserts will be permitted under this provision. Notwithstanding anything to the contrary above, one item of merchandise relating to the normal business operations being conducted on the Lot may be tastefully displayed, unscreened, in front of the building on a Lot. Notwithstanding anything to the contrary above, bulk storage tanks shall not be permitted on Lot 5, 6 or 7, except within the confines of a walled building, or unless approved by the Architectural Control Committee.

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 keep landscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for 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.

EXECUTED as of the day and year first above written.

PAPIO VALLEY:

**Papio Valley L.L.C., a Nebraska
limited liability company**

By: 

Managing Member

STATE OF NEBRASKA)

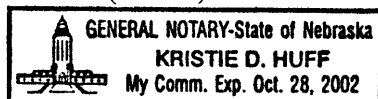
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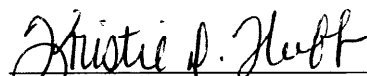
COUNTY OF Douglas)

On this 1 day of June, 2000, before me, a Notary Public in and for said county and state, personally came Dean H. Hokenson, known to me to be the identical personal whose signature is affixed to the foregoing instrument, as member of Papio Valley L.L.C., a Nebraska limited liability company, and he acknowledged the execution thereof on behalf of the company.

WITNESS by hand and notarial seal the day above written.

(SEAL)





Notary Public for Nebraska

My Commission expires: Oct. 28, 2002