

FILED SARPY CO. NE.
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Glenn J. Dowling
REGISTER OF DEEDS

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR LOTS 1 THROUGH 4, HIGHVIEW ADDITION, REPLAT TWO,
AS SURVEYED, PLATTED AND RECORDED
IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by the record owner of LOTS 1 THROUGH 4, HIGHVIEW ADDITION, REPLAT TWO, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, ("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska, and described as follows:

Lots 1 through 4, Highview Addition, Replat Two, as surveyed, platted and recorded in Sarpy County, Nebraska

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value desirability, attractiveness and medical and professional integrity of the Lots.

NOW THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms, unless any such condition specifies a Lot or Lots then only such Lot or Lots specified shall be subject thereto:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. No commercial building, building, fence, wall, driveway, parking lot, patio, patio enclosure, rock garden, antenna, satellite receiving station ("disc"), flag pole, solar heating or cooling device, shed, or other external improvement, above or

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ADAMS & SULLIVAN
1246 Golden Gate Drive, Ste. 1
PAPILLION, NEBRASKA 68046

below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

- (i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors which shall be predominantly neutral or earth tones, and location of structure proposed for such Improvement. Concurrent with submission of the plans, owner shall notify the Declarant of the owner's mailing address.
 - (ii) Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed business community with buildings constructed of high quality materials and in conformity with the restrictions enumerated herein. If Declarant determines that the proposed Improvements will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality business community, Declarant may refuse approval of the proposed Improvements and will be held harmless.
 - (iii) Written notice of any refusal to approve 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, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvements shall be deemed approved by Declarant.
 - (iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and business quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvements.
2. All buildings must be constructed of any or a combination of brick, block, stucco or other approved material. Building materials and color selections to be submitted in conjunction with the plans as specified in paragraph 1(i).

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3. All pitched roofs shall be of 30-year composite shingles or shake; metal roofs are prohibited.
 4. No Lot or Lots, or any portion thereof, shall be used or operated
 - (a) In violation of applicable laws or rules.
 - (b) In a dangerous or hazardous manner.
 - (c) As a nuisance, or as an obnoxious use by reason of unsightliness or excess emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation; provided however, that nothing contained in this subsection shall limit or prohibit the erection of business communications satellite dishes no larger than 18" on the roof of any building and with prior approval of Declarant.
 - (d) As an adult bookstore, nightclub or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene material.
 - (e) For any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (provided that any Occupant that goes out of business shall be entitled to hold one going out of business sale not exceeding four weeks in duration).
 - (f) As a flea market, pawn shop, government surplus store, salvage store or liquidation store.
 - (g) As an automobile, truck, trailer or recreational vehicle sales, leasing, display, salvage, towing or repair facility.
 5. Any construction, which has begun shall be completed within one (1) year from the date the foundation was commenced for such building. The owner of each Lot shall be responsible to and shall install sidewalks to city code at owner's expense in conjunction with construction of Improvements.
 6. The storage, use or disposal of any hazardous or toxic substance on any lot herein shall be strictly prohibited.
 7. All equipment, materials and supplies used on the property shall be stored indoors, so as not to be visible from roadways and so as not to be hazardous to the public.
 8. No animals, except guide dogs, shall be permitted in any of the buildings or on the grounds unless the primary nature of the business activity on the Lot is services provided to small animals. The preceding sentence shall not be

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interpreted as requiring owners to remove any wild animals from the grounds unless they pose a present danger to the public.

9. Each building shall be constructed with adequate hard-surfaced parking only.
10. The grounds surrounding each building shall be fully landscaped and include an irrigated lawn and hardwood or flowering trees.
11. Each business shall be entitled to one (1) sign affixed to the building, advertising the name and business of the owner or occupant. Each Lot shall also be entitled to one detached monument sign. No pole signs are permitted. All detached signs shall be subject to prior written approval by Declarant in order to maintain uniformity and aesthetic quality. No other signs of any nature shall be erected.
12. All buildings shall be maintained in a first-class manner consistent with a first-class business development. Public areas shall be cleaned daily. Public areas shall be repainted as needed. All Lots must be maintained, mowed, trimmed and watered to keep the Lots in an attractive condition.
13. Trash receptacles for ordinary waste and recyclables shall be fenced or in some other enclosure and in the rear of the building.
14. Lot 1 shall only be used by one user and no multi-tenant buildings are allowed. No part of Lot 1 shall be leased except for that of the entire lot and only to one tenant. No condominium form or ownership shall be allowed on Lot 1.

ARTICLE II. EASEMENTS

A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the are to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary line of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and Declarant does further grant a perpetual easement to the City of Springfield, Metropolitan

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Utilities District of Omaha and Aquila, Inc., their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all streets, avenues and circles, whether public or private, in consideration of the grant of these easements and as a limitation of these easements granted herein, any wires, cables, conduits and/or pipelines installed by any grantee of any beneficiary under the easements granted herein this Plat and/or Dedication shall be installed at least thirty-six inches (36") below ground and any other underground facilities shall also be installed at least thirty-six (36") inches below ground and, in the event of a failure to comply with this limitations, such grantee and/or beneficiary shall be solely responsible for any and all costs, expenses, liability, and/or damage resulting from such failure, including but not limited to, relocation costs. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

ARTICLE III.
GENERAL PROVISIONS

1. The Declarants or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarants or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of six (6) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by all of the owners of the Lots covered by this Declaration.
3. Invalidation of any one 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.
4. The Declarant may assign any of its rights under these covenants to one or more individuals who are also Owners or become Owners in fee title to any of the real property included herein. Such Assignee(s) shall be referred to as the Architectural Control Committee and shall have all of the rights of the Declarant expressed herein. Any matter requiring the approval of the Declarant, shall

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require the approval of a majority of the Declarant. Any notices or submissions to the Declarant shall be sent to:

Randy J. Sump
23212 West Angus Road
Gretna, NE 68028

This address may be changed by filing a new address with the Register of Deeds by Declarant or its Assigns.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 4th day of October 2007.

RTR Enterprises, Inc., a Nebraska Corporation,

By: Randy J. Sump
Randy J. Sump, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 4th day of October 2007, by Randy J. Sump, President of RTR Enterprises, Inc., a Nebraska Corporation.

Jennifer L. Fett
Notary Public

