

LINCOLN COUNTY, NE
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Bruce L. Johnson
 REGISTER OF DEEDS

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Declaration of Covenants, Conditions and Restrictions dated August 1, 2003, and recorded as Instrument No. 200307691 (the "Original Declaration") is hereby amended and restated in its entirety in the manner hereinafter set forth. This Amended Declaration was approved by the affirmative vote of 2/3rds in interest of the fee simple owners of each portion of the "Real Estate" as hereinafter defined. This Amendment shall replace and supersede the Original Declaration. This Amended Declaration shall be effective as of the date hereof.

WHEREAS, Development Corporation of North Platte, a Nebraska nonprofit corporation, hereinafter referred to as "Declarant", is the owner of at least 2/3rds of the real estate more particularly described in Exhibit "A" attached hereto (the "Real Estate"), which real estate is sometimes hereinafter referred to as the "Twin Rivers Business Park"; and

WHEREAS, the Real Estate has been and may be hereafter further subdivided by Declarant into lots in particular phases, subdivisions and additions, which individual lots are hereinafter referred to as "Lot" or "Lots"; and

WHEREAS, it is the intention of the Declarant to provide for the restrictions, covenants, easements and charges hereinafter set forth to apply to the Real Estate.

NOW, THEREFORE, Declarant hereby declares that all portions of the Real Estate shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the land and be binding upon any parties having any right, title or interest in the Real Estate or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I. Purposes

Section 1. The Real Estate is subject to the conditions, covenants, restrictions and reservations hereinafter set forth for the following purposes:

- (a) To protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property;
- (b) To preserve, so far as practicable, the natural beauty of such property;
- (c) To guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials;
- (d) To insure the highest and best development of said property;
- (e) To encourage and secure the erection of attractive buildings thereon, with appropriate locations thereof on building sites;
- (f) To prevent the haphazard and inharmonious improvement of building sites;
- (g) To secure and maintain proper setbacks from streets and adequate free spaces between buildings;

- (h) To, in general, provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE II. Approval by Declarant

Section 1. No construction or exterior alteration of buildings, utilities, signs, improvements, landscaping and other developments on the Real Estate may be initiated without approval of plans and specifications therefor by the Board of Directors of the Declarant.

Section 2. The Board of Directors shall either approve or disapprove any plans and specifications submitted to it within thirty (30) days from the date the plans and specifications are submitted to the Board. Failure to either approve or disapprove the plans and specifications within this period by the Board shall constitute approval of said plans and specifications.

Section 3. The following plans and information, as appropriate, shall be submitted to the Board of Directors for its approval:

- (a) Preliminary architectural plans for proposed building or buildings.
- (b) A site plan showing location and design of buildings, driveways, driveway access to streets, parking areas, loading areas, maneuvering areas, sidewalks, retention ponds, utilities and utility easements.
- (c) A grading plan and a planting plan showing future grade contours or elevations and proposed landscaping, including screen walls and fences in accordance with the Declarant's master plan for same.
- (d) Plans for all signs to be erected, including details of sign locations, design, sizes, color and lighting.
- (e) A description of proposed operations in sufficient detail to permit judgment of whether or not proposed uses are permitted under the terms of then existing zoning ordinances and these covenants and to permit judgment of the extent of any noise, odor, glare, vibration, smoke, dust, gases or wastes that may be created.
- (f) Any other information required in order to ensure compliance with the requirements contained herein.

Section 4. Approval or disapproval by the Board of Directors of the Declarant, or failure to approve or disapprove shall not impair, restrict or limit the force, effect and operation of all of the other protective covenants herein contained, which shall apply at all times. Notwithstanding approval by the Declarant all plans and specifications shall be required to meet all state, local and federal requirements relative to the same.

ARTICLE III. Uses

Section 1. Uses allowed on the Real Estate shall be limited to the following:

- (a) Light manufacturing;
- (b) Warehousing and distribution facilities;
- (c) Business services;
- (d) Office complexes;
- (e) Back office uses and research facilities.

Section 2. Declarant's Board of Directors, by its sole determination, shall determine whether the proposed use comports with the general character of the permitted uses and therefore is

allowable, All of such permitted uses shall be in accord with the applicable zoning laws of the City of North Platte.

Section 3. Notwithstanding the foregoing, no uses shall be allowed which emit odor, dust, fumes, smoke, noise, glare, vibration, gases or wastes or other obnoxious characteristics which would be harmful to the public health, safety and general welfare.

ARTICLE IV. Further Restrictive Covenants

Section 1. In addition to the covenants provided above, all Lots in the Real Estate shall be subject to the further following Restrictive Covenants which are hereby accepted and approved:

- (a) No building shall be more than 50 feet in height except upon approval by the City of North Platte and the Board of Directors of the Declarant.
- (b) Minimum lot sizes shall be 3.0 acres. No building shall have a ground floor area of less than 10,000 square feet. The ground floor building area shall also not exceed 50% of the total area of the Lot.
- (c) All buildings shall be either pre-finished steel buildings or have masonry walls of brick, stone, pre-cast concrete block or glass. At least 60% of the building fronting the street shall be covered in brick, masonry, concrete, stone or similar type construction. All buildings shall conform to the building code of the City of North Platte and State of Nebraska rules and regulations relating to the Industrial Safety Standards and Preservation of Health.
- (d) No structure shall be constructed on a Lot nearer than 50 feet from the edge of a street or road or 30 feet from the rear and side boundary lines of the Lot.
- (e) All refuse shall be stored in acceptable sanitation receptacles located in the rear of the building and shielded from public view on all sides. No outside storage of materials or equipment will be allowed. All electrical transformers shall be located on the ground on concrete pads and shielded from public view.
- (f) Lots shall be landscaped in a manner appropriate to the general surroundings and nature of the area and shall comply with the City of North Platte requirements. All properties, if required by the Board of the Declarant or by the City of North Platte, shall maintain on sight retention ponds for storm sewer runoff. If required, such retention ponds shall be properly landscaped in accordance with the Board's or the City of North Platte's requirements.
- (g) No animals shall be kept on the Lots.
- (h) All driveway approaches from the street to the buildings shall be appropriate concrete construction. Sidewalks will be required and shall comply with City of North Platte standards.
- (i) Owners of Lots shall keep vacant areas of the Lots properly maintained, keep weeds cut and maintain the Lot in a manner that will not depreciate other property within the overall area. All landscaping, grass and other foliage shall be properly watered and maintained.
- (j) No signage shall be allowed on the roof of any building and all signs on buildings shall be flush mounted. No pole signs or off premises signs shall be allowed. All signs shall be placed in a position that will not cause danger to traffic on a street by obscuring the view. All signs and their location shall be approved by the Declarant's Board and shall comport with any sign ordinances of the City of North Platte.

- (k) Parking on streets is prohibited. All on site parking shall meet City of North Platte standards.
- (l) There shall be no more than two lessees or sublessees or no more than two different businesses in any one building. There shall not be more than one building located on any one Lot.
- (m) Loading and unloading facilities will not be allowed on the front of any building unless they are set back at least 75' from the lot line.
- (n) The owners of each Lot shall be solely responsible for the construction of private driveways/roadways from the streets to service their respective properties. These private roadways/driveways shall be constructed of concrete and properly maintained by the owners.
- (o) To the extent that Declarant owns undivided and undeveloped areas of the real estate, Declarant may conduct or allow the conduct of agricultural operations thereon as it sees fit in its sole determination.

ARTICLE V. OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL

Section 1. If, after the expiration of one year from the date of closing of a sale of a portion of the Real Estate by Declarant to an owner, the owner shall not have begun in good faith the construction of an acceptable building upon said tract and diligently proceeded with such construction, Declarant shall have the option, at its sole election, to repurchase such property at the purchase price previously paid to Declarant by the owner. Declarant, at its sole election, may extend this time period. Upon the exercise of the option by written notice to the owner from Declarant, the parties shall proceed to closing of such repurchase by Declarant within 30 days of exercise at which time the owner shall execute and deliver an appropriate general warranty deed conveying the property free and clear of liens and encumbrances to Declarant and the parties shall execute such other and further documents as may be necessary to complete the transfer.

Section 2. Upon the sale of any portion of the Real Estate by Declarant, Declarant reserves the right of first refusal to purchase the property in the event that the owner is prepared to accept a bona fide offer from a third party to purchase the same. After receiving such offer which the owner is prepared to accept, the owner shall submit the offer in writing to Declarant. Declarant shall have thirty (30) days thereafter to notify the owner of its exercise of the foregoing right of first refusal. If exercised, the parties shall proceed to a closing of the same in accordance with the terms and conditions of the offer. In the event that Declarant does not respond within such thirty (30) day period or does not elect to exercise this right of first refusal, then the right of first refusal as to such sale shall terminate and the sale may be completed if such sale is completed within 120 days thereafter and in accordance with the terms and conditions of the offer. Notwithstanding Declarant's non-exercise of the option in the case of any sale, the right of first refusal shall not terminate as to any future sales of such property and Declarant shall retain the right exercisable upon all future sales.

ARTICLE VI. General Provisions

Section 1. The Declarant shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this document. Failure by the Declaration to enforce any covenant or restriction, condition or reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended at any time by the affirmative vote of 2/3rds in interest of the fee simple owners of each portion of the Real Estate. Each owner shall be entitled to one vote for each acre (or proportionate part thereof) of

A tract of land in the SW $\frac{1}{4}$ of Section 14 and the SE $\frac{1}{4}$ of Section 15, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska, more particularly described as follows: Referring to the South Quarter Corner of Section 14, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska, thence S 89°35'02" W (an assumed bearing, based on Lincoln County Surveyor records), a distance of 2591.54 feet to the POINT OF BEGINNING at the property division line shown on Survey record in Book 2, Page 273, dated March 10, 1943; thence continuing S 89°35'02" W on the South line of said Section 14, a distance of 25.60 feet to the Southwest corner of said Section 14, also being the Southeast corner of Section 15; thence N 89°23'57" W on the South line of said Section 15, a distance of 1571.26 feet to the existing City Limit Line; thence N 0°30'17" E on the existing City Limit Line, a distance of 2185.77 feet; thence S 89°30'35" E on the existing City Limit Line, a distance of 1577.76 feet to the property division line shown on said Survey record in Book 2, Page 273; thence S 0°00'17" W on said property division line, a distance of 2188.47 feet to the POINT OF BEGINNING.

AND

A tract of land in the SE $\frac{1}{4}$ of Section 15, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska, more particularly described as follows: Referring to the Southeast Corner of Section 15, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska; thence N 89°23'57" W (an assumed bearing) on the South line of said Section 15, a distance of 1571.26 feet to the POINT OF BEGINNING on the existing City Limit Line; thence continuing N 89°23'57" W on said South line, a distance of 905.00 feet; thence N 0°36'03" E, a distance of 2184.02 feet; thence S 89°30'35" E, a distance of 901.34 feet to the existing City Limit Line; thence S 0°30'17" W on said City Limit Line, a distance of 2185.77 feet to the POINT OF BEGINNING.

Including, but not limited to, Lots 1-3, Twin Rivers Business Park 1st Addition, North Platte, Lincoln County, Nebraska.

EXHIBIT A