

## **BRADFORD BUSINESS PARK PROTECTIVE COVENANTS**

1. General Purpose.

The purpose of these protective covenants, agreed upon and executed by the Greater Norfolk Economic Development Foundation (GNEDF) and lot owners, is to insure proper use, development and maintenance of each parcel within the Bradford Business Park hereinafter referred to as Business Park; to preserve the value of each parcel within the business park as well as all land located within the vicinity; to protect the environment; to guard against the erection of improper, unsuitable structures and uses; to insure protection from incompatibility and unsightliness; to protect the health and safety of the general public; and to attract quality, image-conscious companies to the Business Park. These covenants will supplement the underlying zoning to provide a framework that serves the larger community as a whole.

2. Bradford Business Park Subdivision an addition to the City of Norfolk, Madison County, Nebraska – Phase One Boundary.

The boundary of the first phase of Bradford Business Park of which these covenants are enforceable is comprised of the property generally described as follows:

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6<sup>TH</sup> P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29-T24N-R1W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N01°56'09"W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 1997.65 FEET; THENCE N88°02'27"E A DISTANCE OF 1328.98 FEET; THENCE S01°56'09"E A DISTANCE OF 235.77 FEET; THENCE N88°03'51"E A DISTANCE OF 536.87 FEET; THENCE S01°22'32"E A DISTANCE OF 1758.51 FEET TO THE SOUTH LINE OF SAID SW1/4; THENCE S87°56'25"W, ALONG THE SOUTH LINE OF SAID SW1/4, A DISTANCE OF 1848.65 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A

CALCULATED AREA OF 3582489.90 SQUARE FEET OR 82.243 ACRES MORE OR LESS OF WHICH 11.154 ACRES ARE DEDICATED ROAD RIGHT-OF-WAY.

Also known as: BRADFORD BUISNESS PARK SUBDIVISON AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

LOT TABLE			
LOT ID	SQ. FT.	ACRES	ADDRESS
1	225000.08	5.165	3503 W MICHIGAN AVE./1001 S 37 <sup>TH</sup> ST.
2	245295.26	5.631	3407 W MICHIGAN AVE./1006 S 34 <sup>TH</sup> ST.
3	104478.70	2.399	3406 W MICHIGAN AVE./904 S 34 <sup>TH</sup> ST.
4	217801.84	5.000	3606 W MICHIGAN AVE/3607 BRADFOD AVE./801 S 37 <sup>TH</sup> ST.
5	70025.89	1.608	3507 BRADFORD AVE.
6	69950.04	1.606	3407 BRADFORD AVE./802 S 34 <sup>TH</sup> ST.
7	93939.37	2.157	3606 BRADFORD AVE./701 S 37 <sup>TH</sup> ST.
8	75064.17	1.723	3506 BRADFORD AVE.
9	87537.85	2.010	3406 BRADFORD AVE.
10	81285.48	1.866	803 S 34 <sup>TH</sup> ST.
11	94250.25	2.164	3306 W MICHIGAN AVE./903 S 34 <sup>TH</sup> ST.
12	70689.40	1.623	3206 W MICHIGAN AVE.
13	113750.91	2.611	3307 W MICHIGAN AVE./1005 S 34 <sup>TH</sup> ST.
14	97499.09	2.238	1103 S 34 <sup>TH</sup> ST.
15	84500.00	1.940	1201 S 34 <sup>TH</sup> ST.
16	227500.00	5.223	3205 W MICHIGAN AVE.
*OUTLOT A	386683.72	8.877	1011 S 37 <sup>TH</sup> ST./3406 W OMAHA AVE.
*OUTLOT B	41143.18	0.945	3500 W MICHIGAN AVE.
*OUTLOT C	398608.69	9.151.	3100 W MICHIGAN AVE.
*OUTLOT D	311621.02	7.154	3101 W MICHIGAN AVE./3100 W OMAHA AVE.

\*ALL OUTLOTS ARE DRAINAGE EASEMENT

3. General.

- A. Each lot shall contain a minimum of 7,000 square feet.
- B. The division of any lot, area or tract of land within the Business Park for any purpose, whether immediate or future for conveyance, transfer, improvement or sale shall not result in the creation of any parcel of less than one and one half (1 ½) acres in size. No division of land or lot line adjustment shall occur without the prior approval of the City of Norfolk.
- C. All parking must be accommodated on the individual lots within the industrial park.
- D. Nothing contained herein shall nullify any of the requirements of federal, state or city laws, regulations or ordinances. In instances where applicable laws, regulations or ordinances and these protective covenants conflict, the more restrictive shall apply.

4. Land Use.

A. The permitted uses are:

- 1) Manufacturing, assembly, fabricating, compounding, processing or packaging of goods, materials and products, except for those uses listed in Section B below;
- 2) Research, development and testing laboratories and facilities;
- 3) Wholesaling, warehousing and distribution activities;
- 4) Office operations;
- 5) Retail sale of products manufactured on site and clearly an accessory use to the primary use of the site;
- 6) Headquarter facilities relating to eligible activities as listed in this section;
- 7) The sale of services;
- 8) Telecommunications activities;
- 9) Other uses substantially similar in nature to the uses listed above.

B. Exceptions from permitted uses in Section A:

- 1) Uses which would cause a nuisance per Section 13;
- 2) Outdoor storage yards as a primary use;
- 3) Mini-warehouses or similar storage facilities for non-business uses;
- 4) Gasoline, oil or other fuel production or distribution operations;
- 5) Ammunition, ordinance or explosives production, distribution or storage operations;
- 6) Insecticide or pesticide production, distribution, or storage, except for rodent or insect control on site;
- 7) Asphalt plants;
- 8) Glue or acid manufacture or distribution operations;
- 9) Cement, lime or gypsum or related manufacturing operations;
- 10) Junk yards and salvage yards.

C. Interpretation of Permitted and Prohibited Uses: In cases where it is unclear as to whether a particular proposed use is a permitted use under these covenants, a positive interpretation shall first be made by ~~the GNEDF~~ GNEDF or the Association before said use may be permitted.

5. Submission of Plans.

No building, improvement, or use shall be erected, placed, or altered on any lot in the Business Park until the site plan, building elevations, and building plans have first been approved by the GNEDF or the Association ~~and then approved by the City of Norfolk~~. Site and building plans shall be prepared and reviewed in accordance with the City of Norfolk

Planning and Development Department, as may be amended from time to time, and with these protective covenants. GNEDF ~~or the Association and the City of Norfolk~~ shall issue its decision as to approval of the proposed site plans, building elevations, and building plans within forty-five (45) days, or as otherwise agreed, of the submission of the site plans, building elevations, and building plans. The decision by GNEDF ~~and City of Norfolk~~ or the Association concerning the submitted site plans, building elevations, and building plans shall be in writing.

6. Construction Materials and Appearance.

A. At least twenty-five (25) percent of the front of all buildings constructed on the real property subject to these Protective Covenants shall be faced with concrete, brick, masonry, or stone. Said facing shall extend across the office area of the building. The term “front of the building” shall be defined for purpose of this subparagraph as the side of the building facing the street.

B. All other sides of any building shall be finished in an attractive manner in keeping with the state of the art for industrial buildings, but need not be finished in a like manner as that portion of the building referred to as the front. GNEDF ~~or the Association and the City of Norfolk~~ may grant an allowance or variance of this subsection during the approval process as described in Paragraph 5, Submission of Plans.

C. It is the intent of these provisions that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing appearance and be harmonious with the overall development of the Business Park.

D. Buildings shall not be painted with garish colors or be inconsistent with the existing architecture of the Business Park.

7. Utilities.

When possible and feasible, all utility service lines shall be located underground. Associated equipment and facilities, which are appurtenant to underground electric and communications systems such as, but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted boxes may be located above ground. Temporary overhead facilities may be installed to serve a construction site.

8. Drainage and Erosion Control.

A. No land shall be developed and no use shall be permitted that result in the flooding, erosion, or sedimentation of adjacent properties or drainage ways. Erosion control measures must be taken during and after construction. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility in conformance with the drainage portion of the City-approved site plan.

B. All elements of the drainage control system shall be constructed and maintained in accordance with the City-approved site plan.

9. Outdoor Storage.

- A. Outdoor storage areas shall be maintained in a neat and orderly manner be located only to the rear of the building(s) as set forth in Section 7, and be effectively screened by opaque fencing which is a minimum of six (6) feet in height.
- B. Outdoor storage shall not be located between the front building line (extended) and the adjacent street.
- C. A wall of solid materials that match the building façade and provide an opaque visual screen must enclose all trash containers, including dumpsters. Such wall shall be maintained so as to present a good appearance at all times.
- D. Storage of fuel oil or other bulk fluids or gases must be underground, unless written approval is obtained from the City, following a recommendation from the City Fire Marshal, and State approval.
- E. Outdoor storage areas shall be maintained in an orderly, debris-free condition.
- F. "Visually offensive elements" whether freestanding, mounted on roofs, or located anywhere on a structure shall be concealed from view on all sides. "Visually offensive elements" consist of: Walk-in coolers/freezers, transformers, electrical equipment (including panels and meters), water or waste piping and valves, pumps, fans, exhaust vents, compressors, generators, tanks, and similar equipment. Individual screens, building elements, or appropriate landscaping, are to be used to completely screen the offensive elements from view from adjacent roads, properties, and parking areas.

10. Signs.

All signs erected or installed within the Business Park shall follow City of Norfolk zoning code Section 27-330, as amended, for building signs and Section 27-331, as amended, for free-standing signs for I-1 District uses.

11. Fences.

- A. The minimum height of any fence is six (6) feet.
- B. Fences must be kept in good repair and condition.
- C. Fences used for screening purposes shall be opaque.

12. Landscaping.

- A. All areas on any site not used for building, storage, parking, walks, access roads, and loading areas shall be suitably graded and drained, seeded or sodded, and maintained in grass and landscaped areas with groundcover, flowers, trees and shrubs. Landscape plans must be submitted as part of the required site plan for approval by the City prior to building permit issuance and construction. Trees shall have a minimum caliper of two (2) inches.
- B. All lots shall require additional landscaping for aesthetic purposes, including, foundation plantings and any additional trees and shrubs as required by Section 27-309, as amended, of the City of Norfolk zoning code.

13. Nuisance Control.

Any industrial or business activity must be performed or carried out in a manner that will not cause or produce a nuisance detrimental to adjacent sites. No operation, process, manufacturing activity, or building use in the Business Park shall produce or create noise, light, odors, smoke, dust, gas, vibration, heat, industrial waste, toxic matter, or other excessive measurable external nuisance to an extent greater than the following maximum allowable levels:

- A. Air Pollution. No person or activity shall emit any fly ash, dust, fumes, vapors, mists or gases in such quantities as to substantially contribute to exceeding established state or federal air pollution standards.
- B. Fire and Explosive Hazards. All activities involving the manufacturing, utilization, processing, or storage of flammable and explosive materials shall be provided with adequate safety devices against the hazards of fire and explosion and with adequate fire-fighting and fire-suppression equipment and devices that are standard in the industry. All materials that range from active to intense burning shall be manufactured, utilized, processed, and stored only in completely enclosed buildings, which have incombustible exterior walls and an automatic fire-extinguishing system.
- C. Glare and Heat. No activity shall emit glare or heat that is visible or measurable outside its premises except activities, which may emit indirect or sky-reflected glare, which shall not be visible outside the Business Park. All operations producing intense glare or heat shall be conducted within a completely enclosed building. Exposed sources of light shall be shielded so as not to be visible outside their premises.
- D. Water Quality Protection. No activity shall store or discharge, or permit the discharge any treated, untreated, or inadequately treated liquid, gaseous or solid materials of such nature, quantity obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as oil or scum, objectionable color, odor, taste, unsightliness, or be harmful to human, animal, plant or aquatic life.
- E. Noise. All noises shall be so muffled or otherwise controlled as not to become objectionable due to intermittence, duration, beat frequency, impulse character, periodic character or shrillness.
- F. Odors. No activity shall emit any odorous matter of such nature or quantity as to be offensive, obnoxious or unhealthful outside its parcel.
- G. Radioactivity and Electrical Disturbances. No activity shall emit radioactivity or electrical disturbances outside its premises that are dangerous or adversely affect the use of neighboring parcels.
- H. Vibration. No activity shall emit vibrations, which are discernible without instruments outside its parcel.

14. Maintenance Responsibilities.

- A. Lot owners shall keep their property, all contiguous street right-of-way to edge of pavement, and all drainage and easement areas in a well maintained, safe, clean and

attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- 1) The removal of all litter, trash, refuse and wastes.
- 2) Compliance with the City's plant and weed control ordinance, including the mowing of all grass areas, and the care and pruning of trees and shrubbery within property boundaries and all terrace trees in the street right-of-way adjacent to the property.
- 3) Maintenance of exterior lighting, signs and mechanical facilities.
- 4) Keeping all exterior building surfaces in a clean, well-maintained condition.
- 5) Striping and sealing of parking and driveway areas.
- 6) Removal of unlicensed or inoperable vehicles.
- 7) Snow and ice removal.
- 8) Maintenance of all drainage ways including the removal of all debris, weeds and silt.

B. During construction, it shall be the responsibility of each owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials; and that construction materials, trailers and the like are kept in a neat and orderly manner. Burning of excess or scrap construction materials is prohibited. Construction site erosion and control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction.

C. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds and mosquito breeding pond conditions.

15. Number of Years Restrictions and Covenants to Run with the Land.

Each lot shall be conveyed subject to the restrictions and covenants set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of forty (40) years from the date these Protective Covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by not less than two-thirds of the then Owners (including the Developer) of the lots has been recorded agreeing to cancel, amend or change, in whole or in part, these Protective Covenants.

16. Amendment of Protective Covenants.

The restrictions and covenants set forth herein may be amended only upon the execution and recording of a written instrument signed by not less than two-thirds of the then Owners (including the Developer) of the lots.

17. Enforcement.

Abatement, Injunction and Suit. Violation or breach of any restriction or covenant herein contained shall give to any and every owner of property within the Business Park, and ~~the~~ GNEDF or the Association, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or attempted to violate any of these restrictions and

covenants to enjoin or prevent them from doing so, and to cause said violation to be removed or remedied and to recover damages for said violation, including the attorney's fees of the prevailing party or parties, and such amount as may be fixed by the Court in such proceedings.

18. Severability.

Invalidation of any one of the restrictions or covenants contained within these Protective 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.

19. Other Applicable Laws.

Notwithstanding the provisions contained herein these Protective Covenants and all development within the Business Park shall be in accordance with all applicable local, state and federal laws.

20. Association Committee.

~~An committee Association of the lot owners of the real property described in the Protective Covenants shall be formed and meet on an annual (annually/semi-annually/quarterly) basis. Each lot owner shall have a single member and vote on the committee. The Association will provide for voting rights. The committee Association shall have the authority to establish and set annual maintenance costs and dues for the outlots located within the Bradford Business Park - Phase 1 Boundary and to establish Protective Covenants as may be determined to be appropriate for the Bradford Business Park - Phase 1 Boundary by not less than two-thirds (2/3) of the then owners, including the developer, of the lots.~~

A. OWNERS ASSOCIATION. The Owners Association shall initially be governed by a board of directors consisting of three (3) directors, who shall act by majority vote. The number of directors of the Owners Association may be increased to five (5) directors by a majority vote of the members. Those five (5) directors shall also act by a majority vote. The initial board of directors as well as the eventual five (5) board members shall be voted on by the vote of all Class A and Class B members. The Owners Association of the Bradford Business Park - Phase 1 shall be established as follows:

1. The Owners Association shall be incorporated in the State of Nebraska for purposes of enforcing this Declaration of Restrictions established upon this Development and for administrating and maintaining the Development. The Owners Association shall be established as a Nebraska non-profit corporation.
2. Every person or entity who becomes the owner of a fee or undivided fee interest in any lot shall be a Class A member of the Owners Association. However, any person or entity who holds such interest merely as security for the performance of any obligation shall not be a member.
3. The Owners Association shall have two (2) classes of membership:



- i) Class A Membership shall include all members of the Owners Association, except for the Developer and any successor in interest (not including the sale or transfer of a lot by Developer). Each Class A member of the Owners Association shall be entitled to all the rights of membership and to one (1) vote for each lot in which the interest requisite for membership is held. However, no more than one (1) vote shall be cast with respect to any lot.
- ii) Class B Membership shall include only the Developer and any successor in interest (not including the sale or transfer of a lot by Developer). The Class B members shall be entitled to twenty (20) votes for each lot in which the interest requisite for Class A membership is held. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by the Class A members equals or exceeds the total number of votes entitled to be cast by the Class B members.
4. The Owners Association shall be governed by a Board of Directors who shall act by a majority vote. The board members shall be voted on by the vote of all Class A and Class B members.
5. As required elsewhere herein, each lot owner in the subdivision shall be subject to and responsible to pay assessments by the Owners Association for a share of the Owners Association's existing or anticipated expenses, which assessments shall constitute a lien on such lot within the Development. It is a duty of the Owners Association to raise sufficient funds through its due assessment power described herein to support all costs that are deemed reasonably necessary by the Owners Association in the performance of the Owners Association or Owners Association's functions.
6. Any such assessments levied shall be for purposes of outlot assessments, special assessments for repairs or replacement, or improvement assessments, whether to all lots, to specific lots or to the outlots as required by the Owners Association. Any assessments which are not paid within ten (10) days of the date that the same are due shall be delinquent and subject to a late fee; and if not paid within thirty (30) days, shall bear interest from the date originally due. The amount of late fees and interest rate shall be determined annually by the Owners Association; provided, the late fees shall not exceed 10% of the payment and the interest rate shall not exceed 16% per year. The lien of any unpaid assessments shall be subordinate to the lien of any mortgage or deed of trust executed and delivered before notice of an assessment lien is filed of record in the Register of Deeds Office of Madison County, Nebraska.
- B. CONVEYANCE OF OUTLOTS. Developer shall convey the outlots, if any, to the Owners Association, free from any and all encumbrances, on or before ninety

(90) days from the recording of this Declaration of Restrictions in the Madison County Register of Deeds Office.

C. USE OF OUTLOTS. Each member of the Owners Association shall have the right to use and enjoy the outlots and shall have an easement upon the outlots for the use thereof, which shall be appurtenant to the interest requisite for membership herein. The outlots shall be used for their intended purposes as provided for in the plat of the development, if any.

D. GENERAL ACCESS TO OUTLOTS. The members herein understand and agree that law enforcement, code enforcement, fire and emergency personnel shall have access over all Commons.

E. RIGHTS IN OUTLOTS. The rights and easements of the members of the Owners Association shall be subject to:

1. The right of the Owners Association to borrow money for the purpose of improving or maintaining the outlots and to mortgage the outlots. Any mortgage of the outlots shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed mortgage is contained in the notice of the special meeting.

2. The right of the Owners Association to take any steps reasonably necessary to protect the outlots against foreclosure.

3. The right of the Owners Association to dedicate or convey all or any part of the outlots to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote, present in person or by proxy, at a regular meeting of the members or at a special meeting of the members, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.

4. The right of the Board to promulgate rules and regulations relating to the use of the lots and outlots by members of the Owners Association, which may be amended from time to time as situations arise which affect the use and enjoyment of the outlots by all members of the Owners Association.

IN WITNESS WHEREOF, the parties hereto have adopted these Protective Covenants this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Stephen Sunderman, President of the  
Greater Norfolk Economic Development  
Foundation, Inc.

\_\_\_\_\_  
Jim Bradford Jr., Secretary and Treasurer of  
the Greater Norfolk Economic Development  
Foundation, Inc.

\_\_\_\_\_  
Brian P. Klawinski, Manager, Field Wise, LLC  
Record Title Holder of Lot # 4

\_\_\_\_\_  
Don Adamson, President, Dalammmm, LLC  
Record Title Holder of Lot # 1

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
Stephen Sunderman.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
Jim Bradford Jr..

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
Brian P. Klawinski.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
Don Adamson.

\_\_\_\_\_  
Notary Public