

FILED SARPY CO. NE.
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Lloyd J. Dowding
REGISTER OF DEEDS

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FOR RECORDING
INFORMATION.**

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LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

3 of 3
R+R Adams + Sullivan
1246 Golden Gate Dr
Papillion, Ne 68046

2002-2273 SA

VILLA SPRINGS REPLAT NO. 1
PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Springfield Lake Development Co., L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as Declarant, the owner of the following described platting of a part of Section Thirty-One (31), Township Thirteen (13) North, Range Twelve (12), East of the Sixth (6th) P.M., in Sarpy County, Nebraska, to-wit:

Lots One (1) through Eighteen (18), both inclusive, and outlots A and B, in Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

do hereby make, publish and declare that the above described Lots and Outlots shall be sold, conveyed, used and enjoyed subject to the following Protective Covenants, Conditions and Easements, to-wit:

I.

UTILITY EASEMENTS: An easement is hereby reserved in favor of and granted to Omaha Public Power District and Qwest International Telephone Co., their successors and assigns, to erect, operate, maintain, repair, replace and renew their facilities over, under, through and upon a twenty-five (25) foot strip of land along and adjacent to the front lot lines and an eight (8) foot strip of land along and adjacent to each side lot line. All public utilities, for the purposes stated herein, shall have the right to use and occupy all of the areas designated as roads, streets, lanes or drives the same as if such roads, streets, lanes or drives were dedicated to public use.

II.

VILLA SPRINGS REPLAT NO. 1 OWNERS ASSOCIATION, INC.: Membership in Villa Springs Replat No. 1 Owners Association, Inc., a Nebraska Non-Profit Corporation, hereinafter called ASSOCIATION, is and shall remain mandatory and shall be granted to the grantee or grantees of any lot or lots at the rate of one (1) membership per lot. In addition to the Protective Covenants, Conditions and Easements herein contained, ownership, use and enjoyment, sale and/or conveyance of any lot or lots shall conform to and be bound by the Articles of Incorporation, By-Laws and actions legally taken by the ASSOCIATION.

Any dues established by the Owners Association which are delinquent shall bear interest at the rate of fourteen (14%) percent per annum. Any such delinquent dues, interest thereon and an attorney's fee covering the cost of collection shall be a lien on the Lot upon which they are assessed and may be collected by filing such lien in the office the County Treasurer of Sarpy County, Nebraska, or by a suit at law or in equity in a court having jurisdiction thereof.

III.

USE OF A LOT OR LOTS: All lots shall be used exclusively for detached single-family residential purposes. No structures shall be erected, altered, placed or permitted to remain on any lot or lots other than One (1) detached single-family dwelling not to exceed two and one-half (2 ½) stories in height, a private garage, attached breezeways and other out-buildings incidental to residential uses. All exterior construction shall be completed according to plans approved by Declarant, within six (6) months of commencement of such construction. No structure erected on any lot or lots shall be occupied as a residence until exterior construction has been fully completed according to plans approved by Declarant.

IV.

TEMPORARY RESIDENCES PROHIBITED: No trailer, basement, tent, shack, garage, barn or any other out-building erected on any lot or lots shall at any time be used as a residence, temporarily or permanently.

V.

MOVED-IN STRUCTURES PROHIBITED: No structures of any type or nature that were erected in any other location than Villa Springs shall be moved to or permitted to remain on any lot or lots.

VI.

STRUCTURES IN LAKE WATERS: No structure shall be permitted in lake waters except as specifically authorized and approved by Declarant.

VII.

OTHER STRUCTURES PERMITTED: If constructed according to plans approved in writing by Declarant, any structure incidental to residential purposes and permitted by applicable Sarpy County, Nebraska zoning regulations, shall be permitted to be erected on any lot or lots, provided that the owner of such lot or lots has obtained a Sarpy County building permit.

VIII.

SUBDIVIDING PROHIBITED: The subdividing of any lot or lots is specifically prohibited.

IX.

PLACEMENT REQUIREMENTS: All structures erected on any lot or lots shall be placed or setback a minimum distance of Seventy-Five (75) feet from the waters of any lake adjoining any

lot or lots except as qualified in Section VI above and except where literal enforcement of this requirement would work an extreme hardship. Declarant shall be the final authority for determination of the location of the waters edge with respect to any lot or lots. All other placement or setback requirements shall be governed by applicable Sarpy County, Nebraska, zoning regulations, subject to Declarant's approval with respect to existing structures. Design of a structure or structures must take into account existing topography of a lot or lots and a minimum of earthmoving and destruction of vegetation is required. The placement of all structures on each lot shall comply with all Sarpy County and State of Nebraska requirements.

X.

DWELLING SIZE AND OCCUPANCY: On all lots zoned or classified as R.E.II, minimum dwelling size, shall be Eleven Hundred (1,100) square feet. Dwellings in excess of one (1) story in height shall have a minimum main floor living area, as conditioned above.

XI.

APPROVAL OF PLANS REQUIRED: Prior to commencement of any grading or constructions on any lot or lots, one (1) copy of the following plans and specifications must be submitted to Declarant for written approval: Site plan, Plot Plan; Elevations; Drainage Plan; Septic System; Exterior materials; Floor Plan, and Foundation Plan. All plans and specifications shall be retained by Declarant. Within thirty (30) days of receipt of plans and specifications, Declarant shall notify in writing the owner or his/her agents of approval or disapproval. If disapproval, Declarant must supply the owner of his/her agents with written reasons thereof. If Declarant fails to act for thirty (30) days, plans and specifications shall be deemed approved as submitted.

XII.

PRIMARY HEAT SOURCE: Primary heat source to be all electric and/or heat pump subject to OPPD inspection at the completion of the house construction.

XIII.

SPECIAL COVENANTS FOR LOTS 1 THROUGH 6: Said lots which are located on Cottonwood Lane will be assessed Fifty (\$50.00) Dollars per year for a road maintenance fund. The payment will be made to the Villa Springs Homeowners Association, Inc. and deposited in a road maintenance fund. When the fund grows to Twenty-Five Thousand (\$25,000.00) Dollars payments will cease until the fund pays for any improvements made. You will be informed of any new assessment for Cottonwood Lane fund. In the event that road maintenance exceeds the money available in the fund, the Villa Springs Homeowners Association, Inc. may assess against each lot additional funds for the payment of such maintenance. Said assessment shall be lien

against the property until paid in full. Villa Springs Homeowners Association, Inc. may file a notice of assessment with the Register of Deeds and/or the County Treasurer and may foreclose against the properties in the same manner as foreclosure on real estate taxes.

XIV.

SPECIAL COVENANTS FOR LOTS 11 THROUGH 18: The Developer has received permission from the County to pave East Lake Drive with 6 inches of asphalt. The road is dedicated to the public and presently Sarpy County has agreed to provide snow removal but will not pay for maintenance. The owners of lots adjoining East Lake Drive shall be responsible for any necessary maintenance in front of each individual lot or collectively for all of East Lake Drive.

XV.

OTHER PROHIBITED USES AND CONDITIONS: The following are prohibited uses and conditions of or on any lot or lots: conducting or allowing any noxious or offensive trade or activity; Except with written approval of Declarant, the placement of any sign or signs; storage of inoperative vehicles; the unsightly storage of any vehicle or object; erection or use of what are commonly known as "outhouses"; fencing of any type without prior approval of Declarant, and allowing noxious weeds, unsightly vegetation, garbage, trash or any other condition that detracts from the beauty, peace and serenity of Villa Springs.

The above and foregoing Protective Covenants, Conditions and Easements shall run with the land and be binding on the owner or owners of any lot or lots until January 1, 2020, at which time they shall be extended automatically for successive periods of ten (10) years, unless pursuant to a written agreement by and between a three-fourths (3/4) majority of the then owners of the above described lots, and subject to the written approval of the Association, they shall be changed in whole or in part. If such agreement is reached, it shall be executed and recorded in the manner provided by law.

Outlots A and B will be conveyed to the Homeowners Association by the Declarant at a time in the sole discretion of the Declarant.

The record owner or owners of any Lot in Villa Springs Replat No. I shall have the right to use outlots A and B.

At no time will the developer and Declarant pay any dues or assessments on any unsold lots or any outlots.

No outboard or inboard motor boats will be permitted on outlot A. Boats permitted on outlot A are paddle boats, canoes, sailboats and fishing boats with electric trolling motors. No jet skis will be permitted on outlot A.

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Declarant reserves the right, in his absolute discretion, to grant to the Association, in whole or in part, as his successor in interest, the power to have and exercise all of the rights, powers, controls, interests and benefits reserved to himself herein.

Nothing contained herein nor anything contained in the Articles of Incorporation, By-Laws or actions legally taken by the Association shall be construed to limit enforcement of a lien validly obtained on all lot or lots.

Declarant, Association, or the owner or owners of any lot or lots shall have the right to enforce, at law or in equity, any and all of the above and foregoing Protective Covenants, Conditions and Easements and to seek an injunction to prevent violation or threatened violation of any provision herein contained. Invalidation of any provision herein contained shall not affect the enforceability of any other provision herein contained.

Dated this 18 day of JUNE, 2002

Springfield Lake Development Co, L.L.C.

By: W. M. Looby
W. M. Looby, Manager

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this 18 day of JUNE, 2002 before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared W. M. Looby, Manager of Springfield Lake Development Co., L.L.C., known to me to be the identical person who executed the above and foregoing Protective Covenants, Conditions and Easements, and acknowledged to me that his execution of the same was his voluntary act and deed and the voluntary act and deed of said Limited Liability Co.

[Signature]
Notary Public

