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COUNTY CLERK/REGISTER OF DEEDS

By: ah



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THIS PAGE INCLUDED FOR INDEXING

RETURN TO: DAVID STAGE
PO BOX 520
GRETNA, NE 68028



**FIRST AMENDMENT TO VILLA SPRINGS REPLAT NO. 1
PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS**

WHEREAS, Springfield Lake Development Co., L.L.C. executed the Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements (the "Covenants") on June 18, 2002 and filed the Covenants with the Sarpy County Register of Deeds at Instrument number 2002-227735A-E; and

WHEREAS, the Covenants provide they can be amended by the written approval of $\frac{3}{4}$ of the then owners of the lots subject to the Covenants and upon the approval of the Villa Springs Replat No.1 Owners Association, Inc. (the "Association"); and

WHEREAS, the owners of $\frac{3}{4}$ of the lots subject to the Covenants and the Association desire to made certain amendments to and restate the Covenants;

NOW, THEREFORE, in consideration of the foregoing preambles, the Covenants are hereby amended and restated to provide as follows:

Article I

These Covenants are effective with respect to the following property in Sarpy County, Nebraska.;

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 1 and 2, Villa Springs Replat 5, being a Replatting of Lots 1, 2, and 3, Villa Springs Replat 1, a Subdivision in Sarpy County, Nebraska; and

Lots 4 through 18, inclusive and outlots A and B, in Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("Villa Springs").

Article II

UTILITY EASEMENTS: An easement is hereby reserved in favor of and granted to Omaha Public Power District and Centurylink Communications, LLC, 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 such 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.

Article III

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 the "Association", is and shall remain mandatory and shall be granted to the grantee or grantees of any lot 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 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 Association which are delinquent shall bear interest at the rate of fourteen percent (14%) per annum. Any such delinquent dues, interest thereon and attorney fees 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 of the Register of Deeds of Sarpy County, Nebraska, or by a suit at law or in equity in a court having jurisdiction thereof.

Article IV

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 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 the Association within 12 months of commencement of such construction. No structure erected on any lot shall be occupied as a residence until exterior construction has been fully completed according to plans approved by the Association.

Article V

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

Article VI

MOVE-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.

Article VII

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

Article VIII

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

Article IX

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

Article X

PLACEMENT REQUIREMENTS: All structures erected on any lot shall be placed or setback a minimum distance of Seventy-Five (75) feet from the waters of any lake adjoining any lot, except as qualified in Section VII above, and except where literal enforcement of this requirement would work an extreme hardship. The Association shall be the final authority for determination of the location of the waters edge with respect to any lot. All other placement or setback requirements shall be governed by applicable Sarpy County, Nebraska zoning regulations, subject to the Association's approval with respect to existing structures. Design of a structure or structures must take into account existing topography of a lot 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.

Article XI

DWELLING SIZE AND OCCUPANCY: On all lots zoned or classified as RE.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 area, as conditioned above.

Article XII

APPROVAL OF PLANS REQUIRED: Prior to commencement of any grading or construction on any lot, one (1) copy of the following plans and specifications must be submitted to the Association 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 the Association. Within thirty (30) days of receipt of plans and specifications, the Association shall notify in writing the owner or his/her agents of approval or disapproval. If disapproved, the Association shall supply the owner or his/her agents with written reasons thereof. If the Association fails to act for thirty (30) days after receipt of such plans and specifications, the plans and specifications shall be deemed approved as submitted.

Article XIII

PRIMARY HEAT SOURCE: Primary heat source for all lots shall be electric, heat pumps or propane from storage tanks. All propane tanks are required to be buried. One lot owner at 12209 Buffalo Road, also known as Lot 8; has been granted the limited right to maintain one propane tank above ground for the purpose of running a generator for the duration of lot ownership. Sale or conveyance of the lot to any other party or parties triggers the requirement to bury any above ground propane tanks existing on the property. No additional above-ground propane tanks shall be added to any lot after the effective date of this amendment.

Article XIV

SPECIAL COVENANTS FOR LOTS 1, 2 and 4 THROUGH 6: Said lots which are located on Cottonwood Lane will be assessed Fifty Dollars (\$50.00) per year for a road maintenance fund. The payment shall be made to the Villa Springs Owners Association and deposited in a road maintenance fund. When the fund grows to Twenty-Five Thousand Dollars (\$25,000.00) payments will cease until the fund pays for any improvements made.

Article XV

SPECIAL COVENANTS FOR LOTS 11 THROUGH 18: East Lake Drive has been paved with asphalt. Sarpy County has agreed to provide snow removal but will not pay maintenance. The owners of the 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.

Article XVI

OTHER PROHIBITED USES AND CONDITIONS: The following are prohibited uses and conditions regarding all lots: conducting or allowing any noxious or offensive trade or activity; except with written approval of the Association, 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 and allowing noxious weeds, unsightly vegetation, garbage, trash or any other condition that detracts from the beauty, peace and serenity of Villa Springs.

The record owner of each lot shall have the right to use outlots A and B. No outboard or inboard motor-boats are permitted on outlot A. Boats permitted on outlot A are paddle boats, canoes, kayaks, sailboats and fishing boats with electric trolling motors. No jet skies are permitted on outlot A.

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 any lot.

The Association or the owner of any lot shall have the right to enforce, at law or in equity, any and all of the above and foregoing Covenants, 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.

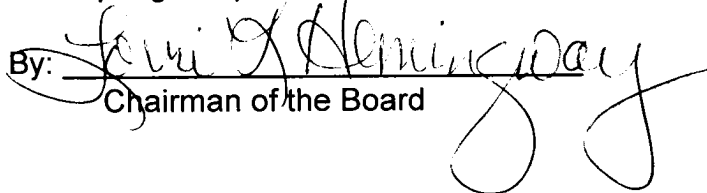
Article XVII

The above Covenants shall run with the land and be binding on the owner of any lot until January 23, 2030, at which time they shall be extended automatically for successive periods of ten (10) years, unless pursuant to a written agreement by and among no less than three-fourths (3/4) majority of the then owners of the 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.

Attached hereto are written consents from 100% of the lot owners.

Dated this 21 day of February, 2020.

Villa Springs Replat No.1 Owners Association, Inc.

By: 
Chairman of the Board

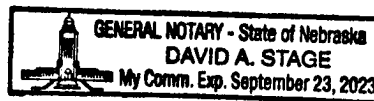
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

ON this 21 day of February 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Lorri Hemingway, president of the Villa Springs Replat No. 1 Owners Association, Inc., known to me to be the identical person who executed the above and foregoing First Amendment to Villa Springs Replat No. 1 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 the Association.

David A. Stage

Notary Public



I, MATT SQUARCIA, owner of Lot Number 4 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

MATT SQUARCIA

Printed Name

[Signature]

Signature

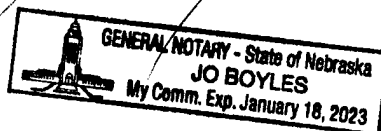
STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Matt Squarcia, owner of Lot Number 4 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that it execution of the same was a voluntary act and deed and the voluntary act and deed of the Association.

[Signature]
Notary Public



I, Randy Kohl, owner of Lot Number 5 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

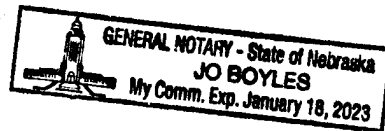
Randy Kohl
Printed Name

Randy Kohl
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Randy Kohl, owner of Lot Number 5 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that he execution of the same was ✓ voluntary act and deed and the voluntary act and deed of the Association.

Jo Boyles
Notary Public



1. Frank C. Ullman, owner of Lot Number 6 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

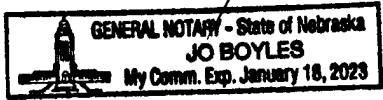
Frank C. Ullman
Printed Name

Frank C. Ullman
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Frank C. Ullman, owner of Lot Number 6 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was 6 voluntary act and deed and the voluntary act and deed of the Association.

Jo Boyles
Notary Public



Danelle Smith
Danelle Smith

I, Danelle Smith, owner of Lot Number 7 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

Danelle Smith
Danelle Smith

Printed Name

Danelle Smith
Danelle Smith

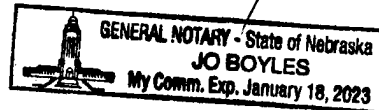
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

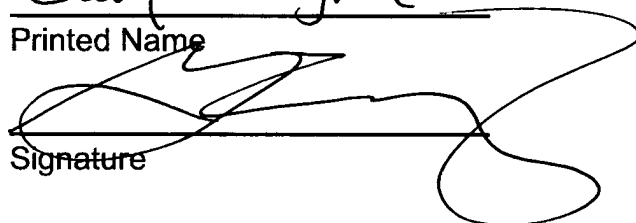
On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Danelle Smith, owner of Lot Number 7 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was an voluntary act and deed and the voluntary act and deed of the Association.

Jo Boyles

Notary Public

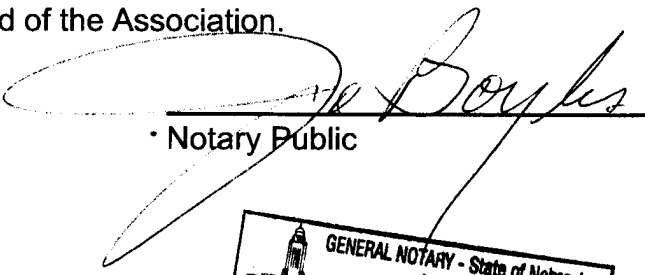


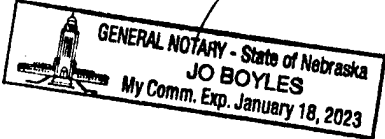
I, Gary Chingora, owner of Lot Number 8 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

Gary Chingora
Printed Name

Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Gary Chingora, owner of Lot Number 8 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was x voluntary act and deed and the voluntary act and deed of the Association.


• Notary Public



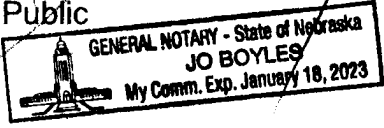
I, Andrew Brinkman, owner of Lot Number 9 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

Andrew Brinkman
Printed Name

[Signature]
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Andrew Brinkman, owner of Lot Number 9 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was a voluntary act and deed and the voluntary act and deed of the Association.

[Signature]
Notary Public


I, JIM SHANKS, owner of Lot Number 10 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

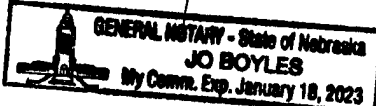
JAMES L SHANKS
Printed Name

James L Shanks
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of FEBRUARY, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared JIM SHANKS, owner of Lot Number 10 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was a voluntary act and deed and the voluntary act and deed of the Association.

Jo Boyles
Notary Public



I, Evelyn Hans, owner of Lot Number 11 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

Evelyn Hans

Printed Name

Evelyn Hans

Signature

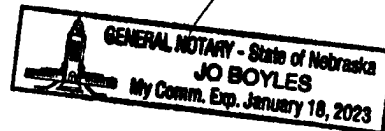
STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Evelyn Hans, owner of Lot Number 11 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that she execution of the same was 11 voluntary act and deed and the voluntary act and deed of the Association.

Jo Boyles
Notary Public



I, Shane Ehrke, owner of Lot Number 13 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

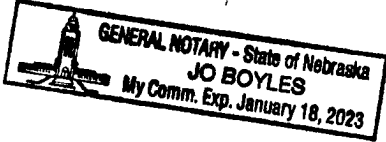
Shane Ehrke
Printed Name

[Signature]
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Shane Ehrke, owner of Lot Number 13 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that ~~the~~ execution of the same was the voluntary act and deed and the voluntary act and deed of the Association.

[Signature]
Notary Public



ROBERT J SORESENSEN JR

I, ROBERT J SORESENSEN JR, owner of Lot Number 18 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

ROBERT J SORESENSEN JR

Printed Name

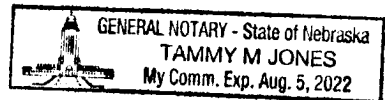
Robert J. Sorensen Jr.

Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 28th day of January, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Robert J Sorensen, Jr, owner of Lot Number 14 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was a voluntary act and deed and the voluntary act and deed of the Association.

Tammy M Jones
Notary Public



I, Ricky Dewitt II, owner of Lot Number 15 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

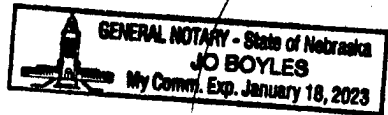
Ricky Dewitt II
Printed Name

[Signature]
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Ricky Dewitt II, owner of Lot Number 15 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was 15 voluntary act and deed and the voluntary act and deed of the Association.

[Signature]
Notary Public



I, STEVEN ANDRASCHKO, owner of Lot Number 16 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

STEVEN ANDRASCHKO

Printed Name

[Handwritten Signature]

Signature

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared STEVEN ANDRASCHKO, owner of Lot Number 16 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was 16 voluntary act and deed and the voluntary act and deed of the Association.

[Handwritten Signature]

Notary Public



I, Lorri L. Hemingway, owner of Lot Number 17 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

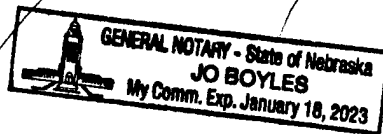
Lorri L. Hemingway
Printed Name

Lorri L. Hemingway
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Lorri L. Hemingway, owner of Lot Number 17 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was 17 voluntary act and deed and the voluntary act and deed of the Association.

Jo Boyles
Notary Public



I, Jona Simonson, owner of Lot Number 18 of Villa Springs Replat No. 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereby approve the foregoing First Amendment to Villa Springs Replat No. 1 Protective Covenants, Conditions and Easements.

Jona Simonson
Printed Name

Jona Simonson
Signature

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 6 day of February, 2020, before me, a Notary Public in and for Sarpy County, Nebraska, personally appeared Jona Simonson owner of Lot Number 18 of Villa Springs Replat No. 1 Owners Association, Inc., and acknowledged to me that the execution of the same was 18 voluntary act and deed and the voluntary act and deed of the Association.

Jo Boyles
Notary Public

