

STATE OF

NEBRASKA



United States of America, }  
State of Nebraska } SS.

Department of State

I, Allen J. Beermann, Secretary of State of the State of Nebraska do hereby certify that

the attached is a true and correct copy of Articles of Incorporation as filed in this office on July 19, 1972, and all amendments thereto of

VILLA SPRINGS OWNERS ASSOCIATION

with its registered office located in Springfield, Nebraska.

I further certify that said corporation is in good standing as of this date.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska.

Done at Lincoln this

thirtieth

day of September

in the year of our Lord, one thousand nine hundred and eighty-seven.



*Allen J. Beermann*  
SECRETARY OF STATE

DEPUTY

# CERTIFICATE OF REVIVAL OR RENEWAL OF A DOMESTIC OR NONPROFIT CORPORATION

To be submitted, in duplicate, to:  
Secretary of State, Suite 2200 State Capitol, Lincoln, Nebraska 68508

**KNOW ALL MEN BY THESE PRESENTS:**

1. Now comes William Darnier President, and Bruce Breithkreutz Secretary and/or Treasurer, who on April 26, 19 87, were duly elected as officers of Villa Springs Outlets Association, Inc.  
Correct Corporate Name as stated in Articles of Incorporation or most recent Amendment  
located at 13001 North Shore Drive Springfield, Ne. 68059  
Full Address of Principal Place of Business

a Nebraska corporation duly organized under and by virtue of the laws of the state of Nebraska, for the purposes of reviving or renewing said corporation.

2. The existence of this corporation became (or will become) inoperative on June 2, 19 87, because of dissolution by the office of the Secretary of State by expiration of existence, or for nonpayment of occupational taxes or annual fees. The revival of this corporation shall be perpetual unless sooner dissolved by proper action of its stockholders, or by due process of law.

3. The registered office of this corporation in Nebraska shall be 13001 North Shore Drive  
Springfield Springfield Nebraska 68059 and the registered agent at such  
City City Zip Code  
address shall be Bruce Breithkreutz  
Name of Registered Agent

\*Address shall be complete, using full street address. A box number is acceptable only in those cases where street addresses are not available.

\*\*If the above-named registered agent or registered office constitutes a change from the previous designation, this information will be entered onto the corporation's records in this office. No further notification or filing of a separate form is necessary.

**FILING FEES:**

Domestic Revival ..... \$88.00  
Nonprofit Revival ..... \$18.00

**SIGNATURE OF AT LEAST TWO OFFICERS REQUIRED:**

President William Darnier  
Secretary \_\_\_\_\_  
Treasurer Bruce Breithkreutz

**CERTIFICATE OF GOOD STANDING IN THE STATE OF NEBRASKA**

I, ALLEN J. BEERMANN, Secretary of State, do hereby certify the above-named corporation to be in good standing.

IN TESTIMONY WHEREOF, the Secretary of State of Nebraska has hereby affixed his signature or facsimile thereof and seal on the date set out in the recording data.

(State Seal)

SEP 10 1987  
STATE OF NEBRASKA }  
SECRETARY'S OFFICE } SS 76823  
Received and filed for  
record and recorded on  
file roll 87-25 at page 188

Allen J. Beermann  
Secretary of State  
BY Bj 7/14/88 --- 688

ARTICLES OF INCORPORATION OF VILLA SPRINGS OWNERS ASSOCIATION, INC.

ARTICLE I

The name of the corporation is Villa Springs Owners Association, Inc., and is organized under the provisions of the Nebraska Nonprofit Corporation Act.

ARTICLE II

The corporation shall have perpetual succession by its corporate name.

ARTICLE III

The purposes for which the corporation is organized are environmental protection; promotion of water safety; promotion of group social, recreational and athletic activities; ichthyology, and any other purpose not proscribed by the provisions of the Nebraska Nonprofit Corporation Act.

ARTICLE IV

In the event of dissolution of the corporation, the remaining assets, after payment of all liabilities, will be distributed to an organization or organizations that qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law. Any inurement of income to any private shareholder or individual is prohibited.

ARTICLE V

The address of the corporation's initial registered office is Rural Route Number 1, Springfield, Nebraska 68059, and the name of the initial registered agent at that address is W. M. Looby.

ARTICLE VI

The initial board of directors shall be five(5) in number and the names and addresses of such initial directors are: W. M. Looby, 2858 South 93rd Plaza, Omaha, Nebraska 68124; W. L. Gayer, 1804 North, 75th Avenue, Omaha, Nebraska 68114; Charles G. Boetel, 672 North 57th Avenue, Omaha, Nebraska 68132; Edward J. Burke, 625 North 116th Street, Apartment 8, Omaha, Nebraska 68154, and Owen A. Giles, 4319 Oak Street, Omaha, Nebraska 68105.

ARTICLE VII

The names and addresses of each incorporator are W. M. Looby,

2858 South 93rd Plaza, Omaha, Nebraska 68124, and Owen A. Giles,  
4319 Oak Street, Omaha, Nebraska 68105.

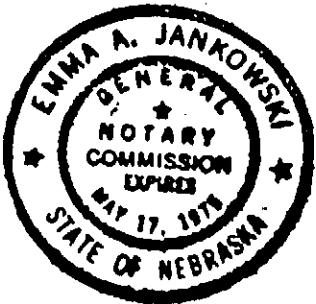
*W. M. Looby*  
W. M. Looby, Incorporator

*Owen A. Giles*  
Owen A. Giles, Incorporator

STATE OF NEBRASKA )  
                                  )SS  
COUNTY OF DOUGLAS )

On this 12th day of July, 1972, before me, a Notary Public in  
and for Douglas County, Nebraska, personally appeared W. M. Looby  
and Owen A. Giles, Incorporators herein, and known to me as the id-  
entical persons whose names are affixed hereon, and they acknowl-  
edged to me that the execution of the above and foregoing Articles of  
Incorporation was their voluntary act and deed.

*Emma A. Jankowski*  
Notary Public



VILLA SPRINGSPROTECTIVE COVENANTS CONDITIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, W. M. LOOBY, TRUSTEE, my successors or assigns, 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 Ten (10), both inclusive; Lots Twelve (12) through Fourteen (14), both inclusive; Lots Sixteen (16) through Forty-four (44), both inclusive, and Outlots A through G, both inclusive, in Villa Springs, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

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

OUTLOTS A THROUGH D, BOTH INCLUSIVE: The grantee or grantees of any Lot or Lots, subject to reasonable rules and regulations to be promulgated from time to time by DECLARANT, are hereby granted a perpetual license and easement to use and occupy Outlots A through D, both inclusive, the same as if said outlots were dedicated to public use. DECLARANT reserves the right, in his absolute discretion, to grant the same perpetual license and easement to his subsequent grantee or grantees of other real property owned as of this date by DECLARANT in the above described Section Thirty-one (31).

## II

OUTLOTS E THROUGH G, BOTH INCLUSIVE: The grantee or grantees of any Lot or Lots, subject to reasonable rules and regulations to be promulgated from time to time by DECLARANT, are hereby granted a perpetual license and easement, subject to any other restrictions herein contained, to use the surface waters of Outlots E through G, both ~~inclusive~~ <sup>water</sup> inclusive. The perpetual license and easement herein granted shall extend to and include surface waters adjoining the surface waters of said Outlots. A Lot or Lots without access to said Outlots shall be provided with access to said Outlots by DECLARANT. DECLARANT reserves the right, in his absolute discretion, to grant the same perpetual license and easement to his subsequent grantee or grantees of other real property owned as of this date by DECLARANT in the above described Section Thirty-one (31).

## III

UTILITY EASEMENTS: An easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair, replace and renew their facilities over, under, through and upon a five (5) 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. All utility easements granted herein shall apply to Lots Eleven (11) and Fifteen (15) notwithstanding the fact that said Lots are not bound by any other provision herein contained.

IV

VILLA SPRINGS OWNERS ASSOCIATION, INC.: Membership in Villa Springs Owners Association, Inc., a Nonprofit Nebraska 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) such 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. Pa

V

USE OF A LOT OR LOTS: All Lots shall be used exclusively for detached single-family residential purposes except such Lots as may hereafter be conveyed or dedicated by DECLARANT for public, educational, church, charitable or ASSOCIATION uses. 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 (2½) stories in height, a private garage, attached breezeways and other out-buildings incidental to residential uses.

VI

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. No structure erected on any Lot or Lots shall be occupied as a residence until all exterior construction has been fully completed according to plans approved by DECLARANT.

VII

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. This provision, in the absolute discretion of DECLARANT, shall not be construed to ban the erection of Modular Dwellings on any Lot or Lots.

VIII

STRUCTURES IN LAKE WATERS: With the exception of Boat Houses constructed according to plans approved in writing by DECLARANT, the construction, erection or placement of any structure or structures in Lake Waters shall be at the absolute discretion of DECLARANT.

IX

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.

X

SUBDIVIDING LOTS PROHIBITED: The subdividing of any Lot or Lots is specifically prohibited.

XI

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 (VIII) 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, Neb-

raska, 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.

## XII

DWELLING SIZE AND OCCUPANCY: On all Lots zoned or classified by applicable Sarpy County, Nebraska, zoning regulations as SEASONAL DWELLING, minimum dwelling size shall be nine hundred and sixty (960) square feet of enclosed main floor living area exclusive of open porches, open breezeways, basements and garages, designed to accomodate one (1) person or one (1) family group including a servant or servants. On all Lots zoned or classified as above as R I, minimum dwelling size, as conditioned above, 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, of nine hundred sixty (960) square feet.

## XIII

APPROVAL OF PLANS REQUIRED: Prior to commencement of any grading or construction 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 agents of approval or disapproval. If disapproval, DECLARANT must supply the owner or his agents with written reasons therefor. If DECLARANT fails to act for thirty (30) days, plans and specifications shall be deemed approved as submitted. Nothing contained in this paragraph shall be construed to limit enforcement of any other provision contained in these Protective Covenants, Conditions and Easements.

## XIV

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; keeping of livestock except in conformity with applicable Sarpy County, Nebraska, zoning regulations; 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, 1990, 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 two-thirds (2/3) 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.

The rights of the grantees of licenses and easements contained in paragraphs (I) and (II) shall not be affected by any agreement for change without the properly executed consent of such grantees.

The rights of the grantees of easements contained in paragraph (III) shall not be affected in any manner by any agreement for change without the properly executed consent of such grantees.

DECLARANT reserves the right, in his absolute discretion, to

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 any 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 11 day of September, 1972.

AMENDMENT TO PROTECTIVE COVENANTS CONDITIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, W. M. LOOBY, TRUSTEE, my successors or assigns, 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 Ten (10), both inclusive; Lots Twelve (12) through Fourteen (14), both inclusive; Lots Sixteen (16) through Forty-four (44), both inclusive, and Outlots A through G, both inclusive, in Villa Springs, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

do hereby make, publish and declare that paragraph VI of the PROTECTIVE COVENANTS CONDITIONS AND EASEMENTS filed of record in the Office of the Sarpy County, Nebraska, Register of Deeds, under date of September 18, 1972, in Miscellaneous Records Book 45 at Page 517, shall be and hereby is amended by adding the following sentence:

VI

...All exterior construction shall be completed according to plans approved by DECLARANT within Six (6) months of commencement of such construction.

All other terms and conditions of the PROTECTIVE COVENANTS CONDITIONS AND EASEMENTS shall remain the same as filed.

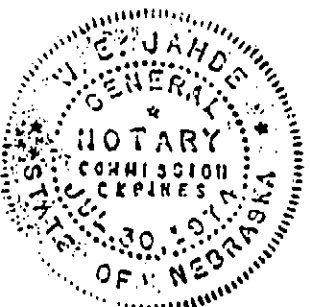
Dated this 5th day of February, 1973.

W. M. LOOBY, TRUSTEE,  
DECLARANT

*W. M. Looby, Trustee*  
W. M. LOOBY, TRUSTEE

STATE OF NEBRASKA)  
  )SS  
COUNTY OF DOUGLAS)

On this 11 day of September, 1972, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared W. M. LOOBY, TRUSTEE, known to me to be the identical person who executed the above and foregoing Protective Covenants, Conditions and Easements, and he acknowledged to me that his execution of same was his voluntary act and deed.



*[Signature]*  
Notary Public



VILLA SPRINGS

AMENDMENT TO PROTECTIVE COVENANTS CONDITIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, W. M. LOOBY, TRUSTEE, my successors or assigns, 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:

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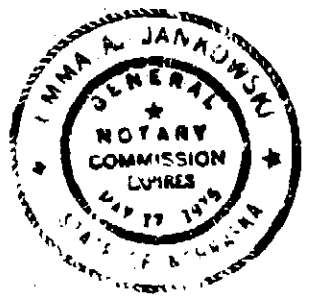
Dated this 5th day of February, 1973.

W. M. LOOBY, TRUSTEE,  
DECLARANT

*W. M. Looby Trustee*  
W. M. LOOBY, TRUSTEE

STATE OF NEBRASKA)  
  )SS  
COUNTY OF DOUGLAS)

On this 5th day of February, 1973, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared W. M. LOOBY, TRUSTEE, known to me to be the identical person who executed the above and foregoing Amendment to Protective Covenants Conditions and Easements, and he acknowledged to me that his execution of same was his voluntary act and deed.



*Emma A. Jankowski*  
Notary Public

FILED FOR RECORD AT 4:52 PM IN BOOK 42 OF Volume 15 PAGE 76 *Carl & Hildebrand* REGISTER OF DEEDS, SARPY COUNTY NEB.