

# Covenant Consolidation

## **AMENDED AND RESTATED DECLARATIONS OF PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS OF VILLA SPRINGS**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS (the "Declaration") is made on the date hereinafter set forth by VILLA SPRINGS OWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation (the "Association), and the undersigned Owners of Lots (as hereinafter defined) in Villa Springs, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, which Owners constitute the Owners of not less than two-thirds (2/3) of the Lots subject to each of the Original Declarations (As hereinafter defined).

### **RECITALS:**

A. W. M. Looby, Trustee ("Looby"), was the Declarant under certain Protective Covenants, Conditions and Easements filed for record in the Office of the Register of Deeds of Sarpy County, Nebraska, on September 18, 1972, at book 45, Page 517 of Miscellaneous Records, and Amended by an instrument filed for record on February 5, 1973 at Book 46, Page 70 of Miscellaneous Records and further amended by an instrument filed for record on September 4, 1973 at Book 46, Page 531 of Miscellaneous Records (the "Phase I Declaration"), which governs Lots 1 through 14, inclusive, Lots 16 through 44, inclusive, all of which are hereinafter referred to as the "Phase I Lots," and Outlots a through G, inclusive, in Villas Springs, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. Lot 15 shall also be considered to be part of the Phase I Lots.

B. Looby was the Declarant under certain Protective Covenants, Conditions and Easements filed for record in the Office of the Register of Deeds of Sarpy County, Nebraska, on April 5, 1976 at Book 49, Page 155 of Miscellaneous Records (the "Phase II Declaration"), which governs Lots 45 through 75, inclusive, all of which are hereinafter referred to as the "Phase II Lots," and Outlots a through I, inclusive, and Outlots K and N, in Villas Springs, a subdivision as surveyed, Platted and recorded in Sarpy county, Nebraska.

and Outlots A through I, inclusive, and Outlots K and N, in Villas Springs, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. Looby was the Declarant under certain Protective Covenants, Conditions and Easements filed for record in the Office of the Register of Deeds of Sarpy County, Nebraska, on September 6, 1977 at Book 50, Page 745 of Miscellaneous Records (the "Phase III Declaration"), which governs Lots 90 through 106, inclusive, all of which are hereinafter referred to as the "Phase III Lots," and Outlots A through I, inclusive, and Outlots K and N, in Villas Springs, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

D. Springfield Lake Development Co., L.L.C., was the Declarant under certain Protective Covenants, Conditions and Easements filed for record in the Office of the Register of Deeds of Sarpy County, Nebraska, on June 10, 2004 as Instrument No. 2004-21668 (the "Phase IV Declaration"), which governs Lots 107 through 117, inclusive, all of which are hereinafter referred to as the "Phase IV Lots," and Outlots A through D, inclusive, and Outlot K in Villas Springs, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

E. Under the Phase I Declaration, the Phase II Declaration, the Phase III Declaration and the Phase IV Declaration (each hereinafter referred to as an "Original Declaration" and collectively as the "Original Declarations"), the respective Declarant reserved the right to designate the Association as a successor Declarant to have and exercise all of the rights, powers, controls, interests and benefits reserved to the Declarant under each of the Original Declarations, and the Association has been duly designated as the respective Declarant's successor under each of the Original Declarations.

F. Under the terms of the Phase I Declaration, the Phase I Declaration can be amended with the written consent of the Association and the Owners of not less than two-thirds (2/3) of the Phase I Lots. Under the terms of the Phase II Declaration, the Phase II Declaration can be amended with the written consent of the Association and the Owners of not less than two-thirds (2/3) of the Phase II Lots. Under the terms of the Phase III Declaration, the Phase III Declaration can be amended with the written consent of the Association and the Owners of not less than two-thirds (2/3) of the Phase III Lots. Under the terms of the Phase IV Declaration, the Phase IV Declaration can be amended with the written consent of the Association and the Owners of not less than two-thirds (2/3) of the Phase IV Lots.

G. Pursuant to the power reserved in each of the Original Declarations, the Association and the undersigned Owners (constituting not less than two-thirds (2/3) of the Owners of the Phase I Lots, and the Phase II Lots, and the Phase III Lots, and the Phase IV Lots), desire to restate, in some respects amend, and consolidate into a single document, each of the Original Declarations, it being the intention of the undersigned that the Phase I Declaration, the Phase II Declaration, the Phase III Declaration and the Phase IV Declaration shall be and hereby are superseded and replaced in their entirety by this Amended and Restated Declaration of Protective Covenants, Conditions and Easements.

H. The Owners of Lot 15 in Villa Springs intend that their Lot should be sold, conveyed, used, and enjoyed subject to the original Declaration for the Phase I Lots as modified by and included in this Amended and Restated Declaration and their signature below will confirm their intention.

NOW, THEREFORE, the undersigned hereby declare that all of the Phase I Lots, the Phase II Lots, the Phase III Lots, the Phase IV Lots, and Lot 11 in Villa Springs (collectively the "Lots" and each individually a "Lot") and the above-described Outlots shall be sold, conveyed, used and enjoyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Lots and the Outlots. These restrictions, covenants, conditions and easements shall run with such Lots and Outlots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot or Outlot, or any part thereof, as is more fully described herein. Each Lot and Outlot is and shall be subject to all and each of the following conditions and other terms:

#### ARTICLE I.

OUTLOTS A THROUGH D, INCLUSIVE, AND OUTLOT K: The Owner of any Lot or Lots shall have, subject to reasonable rules and regulations to be promulgated from time to time by the Association and subject to similar rights granted to other persons or granted to the public, a non-exclusive perpetual license and easement to use and occupy Outlots A through D, inclusive, and Outlot K, the same as if said Outlots were dedicated to public use.

#### ARTICLE II.

OUTLOTS E THROUGH I, INCLUSIVE, AND OUTLOT N: The Owner of any Lot or Lots other than Phase IV Lots shall have, subject to reasonable rules and regulations to be promulgated from time to time by the Association and subject to similar rights granted to other persons, a non-exclusive perpetual license and easement, subject to any other restrictions herein contained, to use the surface waters of Outlots E through I, inclusive, and Outlot N. The perpetual license and easement herein granted shall extend to and include surface waters adjoining the surface waters of said Outlots. The Owner of a Phase IV Lot shall not have any right to use of Outlots E through I, inclusive, or Outlot N.

#### ARTICLE III.

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

#### ARTICLE IV.

VILLA SPRINGS OWNERS ASSOCIATION, INC.: Membership in Villa Springs Owners Association, Inc., a non-profit Nebraska corporation, herein called the "Association," is and shall remain mandatory and shall be granted to the grantee or grantees of any Phase I Lot, Phase II Lot, or Phase III Lot at the rate of one (1) such membership per each such Lot owned. Membership shall be appurtenant to ownership of each Phase I Lot, Phase II Lot, and Phase III Lot and may not be separated from ownership of each such Lot. The Owner or Owners of Lot 15 and Phase IV Lots shall not be members of the Association. IN ADDITION TO THE PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS HEREIN CONTAINED, OWNERSHIP, USE AND ENJOYMENT, SALE, AND CONVEYANCE OF ANY PHASE I LOT, PHASE II LOT, OR PHASE III LOT SHALL CONFORM TO, BE BOUND BY, AND BE SUBJECT TO THE ARTICLES OF INCORPORATION AND THE BYLAWS OF THE ASSOCIATION, AS BOTH MAY BE AMENDED FROM TIME TO TIME (AND BOTH OF WHICH, AS AMENDED FROM TIME TO TIME, ARE INCORPORATED HEREIN BY THIS REFERENCE), AND ACTIONS LEGALLY TAKEN BY THE ASSOCIATION IN ACCORDANCE WITH ITS ARTICLES OF INCORPORATION AND BYLAWS, AS IN EFFECT FROM TIME TO TIME.

The undersigned Owners of Phase I Lots (except Lot 15), Phase II Lots, and Phase III Lots covenant and agree, and each Owner of any Phase I Lot, Phase II Lot, or Phase III Lot, by acceptance of a deed, whether or not it shall be expressed in such deed, is deemed to covenant and agree, to pay annual dues and special assessments for extraordinary costs to the Association, which dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot subject to dues and assessments at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged as provided for herein. Phase IV Lots and the Owners thereof are not subject to dues and assessments.

#### ARTICLE V.

USE OF A LOT OR LOTS: The Owners of Phase IV Lots shall have no right to the use of, or access to, the lake located on Outlots E through I, inclusive, and Outlot N. All Lots shall be used exclusively for detached single-family residential purposes except such Lots as may hereafter be conveyed or dedicated 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 (2 ½) stories in height, a private garage, attached breezeways and other out-buildings incidental to residential uses.

ARTICLE 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. All exterior construction shall be completed, according to plans approved by the Association, 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 the Association.

ARTICLE VII.

MOVED-IN STRUCTURES PROHIBITED: No structures of any type or nature that were erected in any location other than Villa Springs shall be moved to or permitted to remain on any Lot or Lots. This provision, in the absolute discretion of the Association, shall not be construed to ban the erection of modular dwellings on any Lot or Lots if approved by the Association.

ARTICLE VIII.

STRUCTURES IN LAKE WATERS: With the exception of boat houses constructed according to plans approved in writing by the Association, the construction, erection or placement of any structure or structures in lake waters shall be at the absolute discretion of the Association.

ARTICLE IX.

OTHER STRUCTURES PERMITTED: If constructed according to plans approved in writing by the Association, any structure incident to residential purposes and/or permitted by applicable Sarpy County, Nebraska zoning regulations, shall be permitted to be erected on any Lot or Lots.

ARTICLE X.

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

ARTICLE 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 Article VIII 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 water's 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 the Association'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.

#### ARTICLE 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 Sixty (960) square feet of enclosed main floor living area, exclusive of open porches, open breezeways, basements and garages, designed to accommodate one (1) person or one (1) family group including a servant or servants. On all Lots zoned or classified as above as "RI," minimum dwelling size, as conditioned above, shall be One Thousand One 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.

#### ARTICLE XIII.

APPROVAL OF PLANS REQUIRED: Prior to commencement of any grading or construction (including any reconstruction or remodeling of existing structures or improvements) on any Lot or Lots, 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 agents of approval or disapproval. If the proposed improvement is disapproved, the Association must supply the Owner or his agent with written reasons therefor. If Declarant fails to act for thirty (30) days, the plans and specifications shall be deemed approved as submitted.

#### ARTICLE 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 the Association, the placement of any sign or signs; keeping of livestock except in conformity with applicable Sarpy County, Nebraska zoning regulations; storage of inoperable 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 the Association, and allowing noxious weeds, unsightly vegetation, garbage, trash or any other condition that detracts from the beauty, peace and serenity of Villas Springs.

#### ARTICLE XV.

MISCELLANEOUS: As used herein, "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation

(such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration.

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, 2027, at which time they shall be extended automatically for successive periods of ten (10) years, unless pursuant to a written agreement by and among two-thirds (2/3) or more 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.

Lot 15 is not required to be used for residential purposes and may be used as permitted by applicable Sarpy County zoning regulations, subject to those easements, restrictions, covenants, and conditions stated herein which are applicable to then current zoning, especially Articles XIII and XIV.

This Declaration may be amended at any time upon the written agreement of the Association and the then Owners of not less than two-thirds (2/3) of the Lots.

The rights of the grantees of licenses and easements contained in Articles 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 Article III shall not be affected in any manner by any agreement for change without the properly executed consent of such grantees.

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

Nothing contained herein nor anything contained in the Articles of Incorporation, Bylaws or actions legally taken by the Association shall be construed to limit enforcement of a lien validly obtained on any Lot or Lots. However, the lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan.

This Amended and Restated Declaration may be signed in counterpart with multiple signature pages attached to one document.

The 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.





# VILLA SPRINGS OWNERS ASSOCIATION INC.

SPRINGFIELD, NE 68059

LAST REVISED APRIL 2, 2006  
VILLA SPRINGS OWNERS ASSOCIATION ANNUAL MEETING

PREVIOUS REVISED APRIL 1, 2001  
AT THE SPECIAL MEETING OF THE VILLA SPRINGS OWNERS ASSOCIATION

REVISIONS APPROVED APRIL 2, 2006  
VILLA SPRINGS OWNERS ASSOCIATION ANNUAL MEETING

## BYLAWS OF VILLA SPRINGS OWNERS ASSOCIATION INC. (A NEBRASKA NON-PROFIT CORPORATION)

### ARTICLE I

#### PURPOSE

This Corporation has been formed for the purpose of holding for the benefit of the members of the Corporation certain real estate, including a lake, which has been subdivided and is known as Villa Springs. The Corporation shall regulate the use of the lake by the members of the Corporation and any other persons who shall attempt to use the lake. The regulations shall be adopted by the membership as a form of attachment to these Bylaws, and all members shall strictly conform to the provisions thereof for the use of the lake and Corporation property.

### ARTICLE II

#### MEMBERS

This corporation shall have as many members as there are lots platted in Villa Springs of section 31, Township 13N, Range 12E, East of Sixth Principal meridian in Sarpy County, Nebraska, except such lots as are held in the Corporate name as lots not to be sold by the Corporation to respective members hereof and which lots are more particularly designated as Outlots of Villa Springs. Each membership shall be represented by and all privileges given by virtue of a membership certificate which shall be issued to the owner or owners of each of the lots platted out in Villa Springs except for the above lots which shall have no membership voting privileges. Each membership certificate shall be not transferable or assignable by the person or persons to whom it is issued and shall on the termination or resignation of the membership or member revert to the Corporation and shall by its terms expire until a certificate is issued to the new owners of the subject lot. The membership certificate shall be issued numerically and shall be numbered according to the lot in Villa Springs which the membership certificate is to represent.

### ARTICLE III

#### MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members for the election Directors and for the transaction of such other business as properly may come before such meeting shall be held at two o'clock P.M. on the first Sunday of **November** in each year, if not a legal holiday, or if a legal holiday, then on the next succeeding Sunday not a legal holiday.

Section 2. Special Meeting. A special meeting of the members may be called at any time by the President or the Board of Directors, and shall be called by the President upon the written request of fifty one percent (51%) of the membership entitled to vote, such written request to state the purpose of the meeting and to be delivered to the President.

Section 3: Notice of Meetings. Except as otherwise required by the Statutes of the State of Nebraska, notice shall be given, either written or printed, or under the direction of the Secretary-treasurer of the Corporation at least ten days, but not more than thirty days prior to the date of any such meeting. Such notice shall include the place, the day, and the hour of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be given to each member entitled to vote as the meeting of record, by leaving such notice with such member at his residence or usual place of business, or by mailing such notice, postage prepaid, addressed to such member at the post office address of record on the books of the Corporation. Notice of any such meeting shall be deemed to have been waived if the members are present or represented by proxies at such meeting. Except as otherwise required by the Statutes of the State of Nebraska, notice of any adjourned meeting of the members shall not be required.

Section 4. Place of Meeting. The annual meeting of the members of this Corporation and any special meeting called as herein provided, shall be held at such places within the State of Nebraska, as shall be specified in the respective notices or waivers of notice thereof, given or secured as herein provided.

Section 5. Quorum. Revised April 11, 1999 – Villa Springs Owners Association Annual Meeting. A 40% of the members present in person or by proxy at any regular or special meeting of the members shall constitute a quorum for the transaction of business at any such meeting. If a quorum be not present, a majority of the members, entitled to vote, is present in person or by proxy, or if no member entitled to vote is present in person or by proxy, any officer entitled to preside or act as the secretary of such meeting, may adjourn such meeting from time to time for a period not exceeding twenty days in any instance. In the event any such meeting shall be adjourned such adjourned meeting which might have been transacted at the meeting as originally called.

Section 6. Proxies. Any member may appoint proxy to attend any members meeting to vote, but such agreement must be in writing, must contain the authority of the proxy, and must be filed with the Secretary - Treasurer of the Corporation prior to the convening of the said meeting.

Section 7. Voting. Except as otherwise provided by the Statutes of The State of Nebraska, or by the Articles of Incorporation of this Corporation, or by these Bylaws, each Corporation member present in person or by proxy at any members meeting shall be entitled to one vote for each submitted to a vote of the members. All matters coming before any such meeting shall, except as otherwise provided by the Statutes of State of Nebraska, the Articles of Incorporation of the Corporation, or by these Bylaws, be decided by the vote of a majority in interest of the members entitled to vote present in person or by proxy. With the exception of election of Directors and Board Members, who shall be elected by a plurality of the voting members present. (Nominee with the largest number of votes.)

## ARTICLE IV

### DIRECTORS

Section 1. Number Elected and Term of Office. Three Directors will be elected in even years, and two Directors will be elected in odd years. **Exception: 2006. November 5, 2006 will be first meeting under new schedule. Board of Directors and Officers elected April 2, 2006 will serve accordingly until the November 2007 meeting.**

Section 2. Vacancies. Vacancies in the Board of Directors by reason of death, resignation, or other causes shall be filled by the appointment of a qualified person to serve the remainder of the term. Such appointment shall be made by the remaining members of the board of Directors.

Section 3. Meetings of Directors. Revised 4/18/1993 - Villa Springs Owners Association General Meeting Meetings of the Board of Directors shall be held on call of the President or by written request of any two of the Directors, giving Seven (7) days notice to each Director. A majority of the Directors shall constitute a quorum. All Board of Directors meeting shall be open to the general membership.

For Board of Directors meetings, notice shall be provided to the general membership, either by mail or posted at the three (3) entrances to Villa Springs, at least ten (10) days and not more than thirty (30) days prior to such meeting. The notice shall contain the following information: date, time, place of the meeting and tentative agenda for the meeting.

The general membership can only participate in a Board of Directors meeting by making prior request that they be placed on the agenda.

Section 4. **Powers of Directors.** The Directors shall govern the general management and control of the improvement association, exercising all powers that may be exercised or performed by the improvement association under the laws of the State of Nebraska.

Section 5. **Special Meetings.** A special meeting of the Board of Directors of the Corporation may be held at any time, either within or without the States of Nebraska, when called by the President, Secretary - Treasurer of the Corporation, or when the written request of two or more of the Directors shall have been filed with the President of the Corporation, or in his absence, the Secretary - Treasurer of the Corporation. Notice of any such special meeting of the Board of Directors shall be given in writing, not less than five (5) nor more than thirty (30) days prior to the date of any such meeting. Notice of any such special meeting of the Board of Directors may be waived in writing, and notice shall be deemed to have been waived if all of the Directors are present at any such meeting. Notice of any adjourned meeting of the Board of Directors need not be given as herein provided.

Section 6. **Quorum.** The presence at any meeting of the Board of Directors of one third of the total number of Directors, but in no case less than two Directors, shall be sufficient to constitute a quorum for the transaction of business, unless otherwise required by the Statutes of Nebraska, the Articles of Incorporation, or by these Bylaws. The act of a majority of the Directors present at a meeting, which a quorum shall be present, shall be the act of the Board of Directors. In the absence of a quorum, a majority of Directors present at the time and place of any meeting may adjourn such meeting from time to time until a quorum be present.

Section 7. **Committees.** Revised April 2, 1995 – Villa Springs Owners Association Annual Meeting. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees; each such committee to consist of one or more of the Directors of the Corporation. Each such committee shall, to the extent provided in the said resolution or resolutions, have, and may exercise, the powers of the Board of Directors in the management of the business affairs of the Corporation, and may authorize the affixing of the Seal of the Corporation to all papers or other instruments or documents which may require such Seal. Such committee or committees shall have such name or names as may be designated by the Board of Directors in the resolutions creating such committee or committees. Such committee or committees of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board of Directors as and when required.

Section 8. **Removal of a Director.** Added September 19, 2000 – Villa Springs Owners Association Special Meeting.

The association may remove a director from office at any time during the term by the same authority and requirements that selected them. Valid causes for removal from office include flagrantly violating the associations rules after receiving written notification from the Board of Directors, misconduct or neglect of duty in office.

A special members meeting must be called for the purpose of removal of a Director.

## ARTICLE V

### OFFICERS

Section 1. **Officers.** The officers of this association shall consist of a president, a vice president, a secretary, a treasurer, and shall hold office for 2 years and may be re-elected for ensuing terms

Section 2. **President.** The President shall preside at all meeting of the Association and be a non-voting member of the Board of Directors. He shall have general charge of the Association subject to direction by the Board of Directors. **The President shall be a past or present member of the Board of Directors.**

Section 3. **Vice President.** The Vice President shall act in the absence of the President and perform such duties as may be assigned him by the President or by the Board of Directors. **The Vice President shall be a past or present member of the Board of Directors.**

Section 4. **Secretary.** The Secretary shall keep a record of the minutes of all general and special meetings.

Section 5. **Treasurer.** The treasurer shall have custody of all books, records, and papers of the Association, and shall keep accurate account of all monies and valuables of the Association, and account for all membership fees and annual dues. **Two signatures shall be required for any amounts greater than \$750.00. President and Treasurer.**

Section 6. Checks drawn on funds an deposit in the name for the Corporation will be signed by the Treasurer. The Treasurer shall be bonded and the bonding fee will be paid by the Association.

Section 7. Notes or other contracts of indebtedness shall be signed by the Secretary, Treasurer and countersigned by the President or Vice President. In accordance with Article VII of the Articles of Incorporation, the highest amount of indebtedness or liability shall at any time not exceed the income received the immediately preceding year and for the first year of operation shall not exceed two thousand five hundred dollars (\$2,500.00). Said loans must be approved by a resolution of the Board of Directors.

Section 8. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such Banks, Trust Companies or other depository as the Board of Directors shall select.

Section 9. The Board of Directors may accept on behalf of the Corporation any contribution, gift, request, or devise for the general purpose or for any special purpose of the Corporation.

Section 10. **Removal of an Officer.** Added September 19, 2000 – Villa Springs Owners Association Special Meeting.

The association may remove any officer from office at any time during the term by the same authority and requirements that selected them. Valid causes for removal from office include flagrantly violating the association's rules after receiving written notification from the Board of Directors, misconduct or neglect of duty in office.

A special members meeting must be called for the purpose of removal of an Officer.

## ARTICLE VI

### ASSESSMENTS

Revised April 9, 1978 – General Meeting of the Villa Springs Owners Association  
Revised November 6, 1988 – General Meeting of the Villa Springs Owners Association

The Corporation may for ITS purpose, assess such sums of money against each member owner or owners as may be voted upon at a membership meeting called for that purpose, by a three quarters of the members voting thereat each assessment of members shall be made of only one project , which shall be within the powers of the Corporation, and no general assessment for general corporate operation or debt shall be made. The absence of the three quarters vote will mean no assessment against any member shall be made, and the project contemplated by the Corporation for which the assessment was to be made, shall not be carried into effect. In addition, the Corporation has the power to litigate for collection of assessed monies from the association membership that are duly voted upon and approved by the general membership in the aforementioned manner.

## ARTICLE VII

### DUES

SECTION 1. Revised April 9, 1978 – General Meeting of the Villa Springs Owners Association  
The Board of Directors may determine from time to time the amount of initiation fee, if any, and annual dues, to be approved by the association members, payable to the Corporation members. Dues shall be payable in advance on the first day of the fiscal year. Dues of a new member shall be prorated from the first day of the month in which the new member is elected to the membership and for the remainder of the fiscal year of the Corporation.

SECTION 2. Revised April 9, 1978 – General Meeting of the Villa Springs Owners Association  
Dues paid shall not be used for any capital improvements.

## ARTICLE VIII

### EXECUTION OF INSTRUMENTS

Section 1. Generally. Any and all instruments, documents, or writings of any nature shall be signed, executed, verified, acknowledged, and delivered by such officer or officers, or such agent or agents of the Corporation, in such manner as the Board of Directors, may, from time to time, determine.

Section 2. Checks, Drafts, Etc. All notes, drafts, acceptances, checks, endorsements, and all evidences of indebtedness of the Corporation whatsoever, shall be signed by such officer or officers, or such agent or agents of the Corporation in such a manner as the Board of Directors may from time to time, determine and authorize. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors may, from time to time, determine.

Section 3. Proxies. Proxies to vote with respect to shares of stock of other corporations owned by or standing the name of this Corporation may, from time to time, be executed and delivered on behalf of this Corporation by the President or Vice President and the Secretary-Treasurer or assistant Secretary-Treasurer of the Corporation, or by any other person or persons authorized to so act by the Board of Directors.

## ARTICLE IX

### CORPORATE SEAL

The Corporation shall have a Corporate Seal which shall be in such form as may be determined by the Board of Directors of the Corporation and from time to time, altered by proper action of the Board of Directors. Such seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced, or otherwise.

## ARTICLE X

### FISCAL YEAR

The Fiscal year of this Corporation shall commence on the first day of July of each calendar year, and shall expire on the last day of June following. The fiscal year of this Corporation may, from time to time, be changed by proper action of the Board of Directors.

## ARTICLE XI

### AMENDMENTS

Revised April 9, 1978 – General Meeting of the Villa Springs Owners Association  
Revised April 18, 1993 – General Meeting of the Villa Springs Owners Association

These Bylaws may be altered, amended, or replaced at any meeting of the membership for which notice thereof shall have specified the subject matter of the proposed alteration, amendment, or repeal, and the Articles to be affected thereby provided: however, that the time or place for the election of Directors shall not be changed within sixty(60) days next preceding the day upon which such election shall be scheduled.

Amendments can also be proposed and voted upon at an annual meeting if fifty-one percent of the general membership is present at the meeting. Amendments can only be voted upon by members present and voting. Proxies will not be accepted.

## ARTICLE XII

### REMOVAL OF MEMBERS

By becoming a member of Villa Springs Owners' Association, Incorporated, each such member shall be regulated by the Bylaws, Regulations, and other Resolutions of the Board of Directors of Villa Springs Owners' Association, Incorporated. Each member by undertaking membership in Villa Springs Owners' Association, Incorporated does agree to be strictly bound by the Bylaws, Regulations, and Resolutions of the Board of Directors, and this agreement shall be a part of the consideration for his obtaining a membership in the Corporation. Each member further agrees that in the event he fails to comply with any of the Bylaws, Regulations, or Resolutions of the Board of Directors, or fails to pay any dues, assessments assessed against

The membership owned by him on or before the due date; therefore, his membership may be canceled by the corporation Board of Directors, and his membership in the Corporation.

The Directors may, at any meeting called for that purpose, solely or among other proposed, by a vote of two thirds of the Directors present and voting, remove any member for membership in the Corporation and cancel the membership issued for the lot owned by the said member to comply with the Bylaws and Regulations of the Corporation or the Resolutions of the Board of Directors of the Corporation, or for failure to pay and dues or assessments made against the membership on or before the due date. Failure to pay dues will result in legal action by the Board to recover such monies as are due the Association.

### **ARTICLE XIII**

**(ADDED September 19, 2000 at Villa Springs Owners Association Special Members Meeting)**

#### **ENFORCEABILITY**

Section 1. The Board of Directors shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, liens and charges now or here-after imposed by the provisions of this declaration. This Declaration includes the enforcement of any regulations adopted by the membership as a form of attachment to these Bylaws as specified in Article I of these Bylaws. This is to include existing Boating and Safety Rules.

Section 2. Failure by the Association to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. The costs, interest, and legal fees for enforcement of any Covenants and Easements, Restrictions or Boating and Safety Rules shall be borne by the violator.

### **ARTICLE XIV**

**(ADDED September 19, 2000 at Villa Springs Owners Association Special Members Meeting)**

#### **PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert's Rules of Order Newly Revised and recognized by the courts, shall govern this Association in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Association may adopt.

**VILLA SPRINGS OWNERS ASSOCIATION, INC**  
**BOATING AND SAFETY RULES**

PREVIOUSLY REVISED APRIL 2, 2006

LAST REVISED NOVEMBER 5, 2006

At the Villa Springs Owners Association Annual Members Meeting

REVISIONS APPROVED NOVEMBER 5, 2006

At the Villa Springs Owners Association Annual Meeting

The owners of lots in Villa Springs have the responsibility of making certain their children and guests understand and abide by the following rules:

**A. GUESTS** - Revised Sep. 19, 2000 Villa Springs Owners Association Special Members Meeting

1. Guests must be accompanied by the owner or member of his or her family (defined as qualified dependent), or those persons will be considered trespassers, or trespassing fishermen, if that is the case.

2. Guests must park on the host's lot.

**B. BOATING**

The following regulations have been established by the Villa Springs Owners Association for the safety and protection of all persons utilizing the Villa Springs facilities. These regulations apply to all persons including guests. It is the responsibility of the host to inform their guests of these rules and assume the responsibility for their conduct while at Villa Springs. Ignorance of the regulations will not be considered a valid excuse:

1. All boats operating on the lakes will comply with all safety rules and regulations as established by the State of Nebraska, specifically the following:
  - (a) Children under 12 must wear life preservers when in a moving boat.
  - (b) Boats must carry appropriate lights at night.
  - (c) Boats pulling skiers must have either a wide angle rear view or an observer of at least 12 years of age.
  - (d) Sailboats, canoes, rowboats, waterbikes, paddle boats and swimmers always have the right of way over power boats.
  - (e) All boats must have a U.S. Coast Guard approved life jacket on board for each occupant.
  - (f) All boats must have a sound producing device (horn) with which to signal.
  - (g) All water skiers or persons being towed in innertubes must wear a life jacket or ski belt when skiing or being towed.
  - (h) All water skiers must know the official water skiing signals. Water Ski signal flyers may be obtained from the VSOA Secretary.
  - (i) Do not chase water fowl with motor boats.

**VILLA SPRINGS BOATING REGULATIONS**

1. Villa Springs boat decals will be provided by the Villa Springs Secretary to members of the Villa Springs Owners Association. Without a decal, no boat will operate on any part of Villa Springs Lake. Current keys to the boat ramp gate will be furnished to all lot owners upon annual payment of association dues. Do not lend your key to anyone.

2. Park all vehicles and boat trailers in the parking lot between the river and Cottonwood Lane just south of the boat ramp. Do not park in the turn-around area at the ramp.

3. Lock boat ramp gate behind you immediately when going into or coming out of the lake.

4. Maximum horsepower for boats used on Villa Springs is factory rated 150 horse power outboard motor, or an American Water Ski Association approved competition ski boat. No other I/O (inboard/outboard), direct

drive (inboard), v-drive, wake boats, or jet-powered watercraft, including jet skis, are allowed.

5. Skiers dropped off in the channel east of lots 7 & 8 and center channel near lot 60 & 25 must swim or walk out and clear the area immediately. DO NOT TURN YOUR BOAT AROUND IN THE CHANNEL!!!!!!!

6. Do not operate boat between downed skier and his boat.

7. All boating and skiing on Villa Springs will be in a counter clockwise direction.

8. All water skiers must remain a minimum of 50 feet from all docks or 75 feet from shore while skiing where possible.

9. Water skiing is not permitted from one hour after sunset or 9:00 PM, whichever is earlier, to 8:00 AM unless officially authorized.

10. Tow lines must be stowed in boat when skier comes aboard.

11. Any floating logs, ski gear, boat gear, lumber, or trash must be removed by first boat sighting same.

12. Swimming across the lake is not allowed. Fifty feet off shore will be reserved for swimming. Boats must proceed with caution crossing these areas.

13. Guests shall not bring power boats to the lake...!!!!

14. The east end of Villa Springs is designated as a "no-wake" area. Any boating in this area is limited to 5 miles per hour. No water skiing is permitted with the exception of lot owners 32 to 36 and 67 to 73 when leaving or returning to their property.

15. Not more than one boat per owner may use the lake at a time.

16. Boating in the channel east of lots 7 & 8 and the center channel near lots 60 & 25 is limited to 25 MPH. Boats are to stay right and skiers are to ski behind the boat.

17. Violators of these regulations are subject to loss of their lake privileges.

18. Fines and Liens. Added Sep 19, 2000 Villa Springs Owners Association Special Members Meeting The Board of Directors, after first giving written notice of warning, may impose fines of Fifty Dollars (%50.00) per day, per violation, on homeowners who violate the Boating and Sarety Rules. The violation must be attested to by any two members of the association, including board members and officers. The fines, if unpaid within thirth (30) days, shall become a lien on the lot against which it is assessed.

19. Added Sep 19, 2000 Villa Springs Owners Association Special Members Meeting The reckless operation of a boat endangering the safety of others is trictly prohibited.

## **ADDITIONAL VILLA SPRINGS REGULATIONS**

### **A. MAXIMUM SPEED LIMITS.**

1. Autos, motorcycles, mini-bikes . . . . . 25 miles per hour
2. Boats . . . . . 35 miles per hour
3. Boat speed limit 1 hour after sundown until 8:00 AM . . . 05 miles per hour

### **FIREARMS.**

1. Use of firearms for hunting or target practice is prohibited in Villa Springs.