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DECLARATION  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF TWO SPRINGS, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA

*W. J. Bonding*  
REGISTER OF DEEDS

THIS DECLARATION, made on the date hereinafter set forth, is made by EAST-LUBE LAND COMPANY, a Nebraska corporation, and TWO SPRINGS DEVELOPMENT COMPANY, a Nebraska corporation, hereinafter collectively referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 296, 354 through 413, inclusive, 418, 420, 421, 429, and 430, in Two Springs, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of Two Springs, as well as for the maintenance of the character and residential integrity of Two Springs.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit

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"Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall constitute when developed a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. All residences shall be set back a minimum of thirty (30) feet.

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painted. All driveways must be constructed of concrete or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all improvements shall be covered with asphalt or other approved material shingles.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or satellite receiving disc of any sort shall be permitted on any Lot (other than in an enclosed structure hidden from public view).

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Bellevue, Nebraska.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view except for pickup purposes. No series of...

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10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in rear yards. The front and side yards of all Lots shall be fully sodded at the time of completion of the Improvements.

12. No swimming pool shall be permitted which extends more than one foot above ground level.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Bellevue.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog house shall only be allowed at the rear of the building, concealed from public view; no dog runs of any sort shall be allowed.

17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from the appearance of the neighborhood. No lot shall be used

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or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Two Springs to any Lot unless the written approval of Declarant is first obtained.

20. Except for connection and access facilities, no electrical, plumbing, sprinkling, sewer or utility service lines shall be installed above ground on any Lot.

## **ARTICLE II.**

### **EASEMENTS AND CONNECTION**

1. A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District, Northwestern Bell Telephone Company, and any company which has been granted a franchise to provide a cable television system within the Lots, and the Metropolitan Utilities Company, and Sanitary and Improvement District No. 144 of Sarpy County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets: this license being granted for the use and benefit of all present and

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become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. In the event that ninety percent (90%) of all Lots within the subdivision are not improved within five (5) years after the date on which Northwestern Bell Telephone Company files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Northwestern Bell Telephone Company may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by Northwestern Bell Telephone Company and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Northwestern Bell Telephone Company sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

4. Other easements are provided for in the final plat of Two Springs, which is filed in the Register of Deeds of Sarpy County, Nebraska (Book 7, Page 124).

#### ARTICLE III. GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any

3. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this \_\_\_\_\_ day of April, 1989.

**EAST-LUBE LAND COMPANY, a Nebraska corporation.**

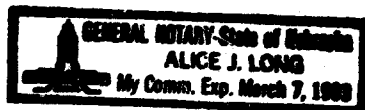
By Ray D East  
President

**TWO SPRINGS DEVELOPMENT CORPORATION, a  
Nebraska corporation.**


By Edward H. Barker president

**STATE OF NEBRASKA            )**  
                                       **) ss.:**  
**COUNTY OF DOUGLAS          )**

The foregoing instrument was acknowledged before me this 21 day of April, 1989, by Floyd D. East, President of EAST-LUBE LAND COMPANY, a Nebraska corporation, on behalf of the corporation.



lon.

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

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of June, 1999, in Durham, North Carolina.

## PROTECTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until January 1, 2076 or for such longer period as may be expressly provided in this instrument:

Lots 1 through 187, 210, 211, ~~209~~, 223, 224 and 225 in Two Springs, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska,

1. If the present or future owner or owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate, so long as it exists and is the owner of any land that abuts said subdivision or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation or both.

2. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

3. Said lots shall be used only for residential purposes.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No animals, livestock, or poultry of any kind shall be raised,

bred or kept on any lot except that dogs, cats or other



free of trash and debris; and all garbage and trash shall be kept in a closed receptacle while awaiting prompt removal. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned.

5. No building, fence, wall, driveway, patio, enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and a plot plan showing the location of the structure or improvement have been submitted to Two Springs Development Corp., or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot. Any single family residential building constituting a single story residence shall contain no less than 1,200 square feet of living area on the main floor; any two story residence shall contain no less than 1,000 square feet of living area on the main floor; any tri-level residence shall contain no less than 1,500 total square feet of living area; provided, that Two Springs Development Corp., specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision. Nothing contained in this paragraph or in Paragraph 6 shall be construed to permit any

covenants, shall be in writing. Failure of Two Springs Development Corp., or its assigns, to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant, as shown on the submitted plan, shall operate to release such building plot from the provisions of Paragraph 5.

7. All garbage or trash cans outside of dwellings shall be screened from view so as not to be visible from surrounding lots or streets.

8. Automobiles and other self-propelled vehicles parked out of doors upon any of the lots above described or upon the streets in said subdivision, must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request of any owner of any of the lots above described. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored no closer to the street than the existing dwelling on any lot. Neither the dedicated street right of way located between the pavement and the lot line of any residentially zoned lot nor any unimproved lot shall be used for the parking of any vehicle, boat, camper or trailer.

9. All incinerators or trash burners shall be inside a separate enclosure and shall not be exposed to view from outside

District, and all public utility companies now or hereafter operating within said subdivision, and their successors and assigns, as provided in the recorded plat.

12. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 122 of Sarpy County, Nebraska, to the City of Bellevue, Nebraska and the County of Sarpy County, Nebraska, and their respective employees, representatives, successors and assigns and the respective employees and representatives of their successors and assigns, to enter upon the lots in said subdivision to construct, reconstruct, repair, maintain, improve and inspect each sewer, and to inspect the sewage thereof or therein.

13. Dwellings shall not be moved from outside of Two Springs to any lot within said subdivision.

14. All telephone and electric power service lines from property line to dwelling shall be underground.

15. The following covenants in the nature of building restrictions shall apply to and bind all of the lots in said subdivision and, where applicable, all of the unplatted or other lands and areas within said subdivision.

A. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or simulated brick, stone or stucco. All exposed side and rear concrete block masonry foundation walls must be painted.

All driveways must be constructed of concrete, brick, asphalt or

shall not be changed except (a) where such change of grade is required by the public health or the public safety or (b) where such change of grade is required to prevent an existing residence from being endangered; provided, that insubstantial changes in grade may be made in conjunction with the construction of a residence so long as such changes of grade will not result in the removal of any existing living trees having a diameter of more than three (3) inches or of any substantial amounts of other existing vegetation. No change of grade permitted by this covenant shall be made until it has been approved in writing by the City Engineer of Bellevue, Nebraska, or such other official of the City of Bellevue, Nebraska, as the City Council of Bellevue, Nebraska may designate.

F. Lots 473, 474, 475 and 476 shall be left in their natural state insofar as vegetation and grade are concerned, except for insubstantial grade changes and removal of insubstantial amounts of existing vegetation which are incidental to the initial installation of surface water storm drainage systems in said subdivision. No structure or improvement of any kind whatsoever, except storm drainage structures or improvements or structures consistent with recreational use shall ever be constructed, placed, installed or maintained on such areas which are not residential lots or streets, it being the express purpose and intention of this covenant to assure that such lots shall be left permanently and perpetually in their natural state substantially undisturbed, undeveloped and unused.

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H. After commencement thereof, all permitted construction on any lot shall be prosecuted to completion as diligently as practicable; and no permitted construction may be maintained on any lot for more than twelve (12) months uncompleted.

I. No excess or unused building material may be kept, stored or otherwise maintained on any lot other than for actual use commenced and coincident with permitted construction on such lot; and all such excess or unused building material shall be removed from such lot forthwith upon completion of such construction.

J. The covenants and restrictions contained in this Paragraph shall run with the land and lots affected thereby permanently and perpetually and shall be binding upon the present and all future legal and beneficial owners and occupants of such land and lots; and such covenants may be enforced specifically from time to time in any court of competent jurisdiction by appropriate legal or equitable proceedings commenced by any present or future legal or beneficial owner or occupant of land in the subdivision.

TWO SPRINGS DEVELOPMENT,  
A Nebraska Corporation

By

  
President

ATTEST:

  
Secretary

DESIGN ENGINEERING, INC.,

By

  
President

54-761F

Michael A. Dose  
Michael Dose

Michelle Dose  
Michelle Dose

Paul O. Felton  
Paul O. Felton

Terri A. Felton  
Terri A. Felton

Roberta Burlingame  
Roberta Burlingame, Single

Paula Jenness  
Paula Jenness, Single