

Carolyn M Stodola
REGISTER OF DEEDS

Carolyn Stodola
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

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After recording return to:
Elizabeth A. Sevcik
Croker Huck Law Firm
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
WRIGHT WAY**

THIS DECLARATION, dated effective December 16, 2022, is made by and among the owners ("Owners") of the following described real property located in Washington County, Nebraska, (each a "Property" and collectively the "Properties"):

Tax Lot 62 in Section 7, Township 17 North, Range 12 East of the 6th PM, Washington County, NE

Tax Lot 63 in Section 7, Township 17 North, Range 12 East of the 6th PM, Washington County, NE

Tax Lot 64 in Section 7, Township 17 North, Range 12 East of the 6th PM, Washington County, NE

Tax Lot 19 in Section 18, Township 17 North, Range 12 East of the 6th PM, and Tax Lot 61 in Section 7, Township 17 North, Range 12 East of the 6th PM, Washington County, NE

890009086

Tax Lot 20 in Section 18, Township 17 North, Range 12 East of the 6th PM, Washington County, NE

The Properties abut Wright Way, a private road in Washington County, Nebraska. The Owners desire to provide for operation, maintenance, preservation, repair, improvement, and replacement of the Common Facilities.

NOW, THEREFORE, the Owners hereby declare that each and all of the Properties 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 Properties by providing for the operation, maintenance, preservation, repair, improvement, and replacement of the Common Facilities. These restrictions, covenants, conditions and easements shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in any of the Properties, or any part thereof, as is more fully described herein. The Properties are and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
DEFINITIONS

1. "Association" shall mean and refer to the Wright Way Homeowners Association, a Nebraska nonprofit corporation, its successors, and assigns, formed or to be formed for the purposes set forth herein.

2. "Common Facilities" shall mean the Roadway, any Surface Drainage Improvements owned or controlled by the Association, and such other common elements that the Association may own, operate, and maintain for the benefit of the Properties.

3. "Owner" shall mean and refer to:

(a) The record owner, whether one or more persons or entities, of a fee simple title to a Property, excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

(b) The purchaser, whether one or more person or entities, under a recorded contract for sale and purchase of a Property, under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract.

4. "Roadway" shall mean Wright Way, including any rights-of-way and/or easements related thereto.

5. "Surface Drainage Improvements" shall mean improvements for the control of surface drainage and runoff.

ARTICLE II
RESTRICTIONS AND COVENANTS

1. The Roadway shall be used for residential purposes only and no additional driveways, roads, or other access shall be granted without the express written approval of the Association, and only upon the owner and property agreeing to become subject to this Declaration.

2. Every Member shall have a right and easement of enjoyment in and to the Roadway, subject to the following:

A. The right of the Association to suspend the voting rights of any Member for any period during which any assessment against such Member's Property remains unpaid and for infraction of the Declaration, Bylaws, and/or rules and regulations of the Association;

B. The right of the Association to dedicate or transfer all or any part of the Roadway to any public agency, authority, or utility for such purposes; and

C. The right of the Association to perform repairs, maintenance, and replacements to and of the Roadway.

3. Surface drainage and runoff shall be controlled in accordance with a surface drainage and runoff plan for each Property that must be submitted to and approved by the Board of Directors prior to the commencement of any construction on a Property or any material changes to a Property's driveway or the grade of the Property.

4. In the event that the need for maintenance, repair, or replacement of the Common Facilities is caused by the willful or negligent acts of an Owner, or the willful or negligent acts of the family, guests, invitees, agents, or tenants of an Owner, which acts shall include damages caused by vehicles loaded to a weight in excess of any posted weight limits passing over the Roadway, the cost of such maintenance, repair, or replacement shall be assessed against such Owner and such Owner's Property.

5. The Association, its officers, agents, and contractors shall have the right to go on any Property for the purpose of inspecting the Common Facilities and performing maintenance, repairs, replacements, and/or improvements to the Common Facilities.

ARTICLE III HOMEOWNERS ASSOCIATION

1. The Association. The Owners have caused or will cause the incorporation of Wright Way Homeowners Association, a Nebraska not-for-profit corporation (herein referred to as the "Association"). The Association shall have as its purpose enhancing and protecting the value, desirability and attractiveness of the Properties by providing for the operation, maintenance, preservation, repair, improvement, and replacement of the Common Facilities, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep, and replacement of Common Facilities for the general use, benefit, and enjoyment of the Members. Common Facilities may include dedicated and nondedicated roads, green areas, Surface Drainage Improvements, signs, and entrances for Wright Way and the Properties. Common Facilities may be situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities to Members, their families, their guests, and/or by other persons.

C. The enforcement of this Declaration and the exercise, promotion, enhancement, and protection of the privileges and interests of the Properties.

2. Membership and Voting. The Owner of each Property shall be a Member of the Association. Membership shall be appurtenant to ownership of each Property and may not be separated from ownership of

each Property. The Owner of each Property, whether one or more persons or entities, shall be entitled to one (1) vote per Property on each matter properly coming before the Members of the Association.

3. Additional Properties. Upon approval of a majority of the Members, the Members may expand the property to which this Declaration is applicable to include additional residential property which is contiguous to any of the Property. Such expansion may be effected from time to time by the Members by recordation, with the Register of Deeds of Washington County, Nebraska, of an Amendment to Declaration, executed and acknowledged by the Secretary of the Association, setting forth the identity of the additional residential property which shall become subject to this Declaration. Upon the filing of any Amendment to Declaration which expands the property subject to this Declaration, the additional residential property identified in the Amendment shall be considered to be and shall be included in the definition of "Property" and "Properties" for all purposes under this Declaration, and the Owners of the additional residential property shall be Members of the Association with all rights, privileges and obligations accorded or accruing to Members of the Association.

4. Purposes and Responsibilities. The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, as in effect from time to time and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors, by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation, and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

C. The expenditure, commitment, and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, Board of Directors, and officers of the Association, as needed, if desired.

D. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration or the Bylaws, as the same may be amended from time to time.

E. The acquisition by purchase or otherwise, holding, or disposition of any right, title, or interest in real or personal property, wherever located, in connection with the affairs of the Association.

F. The deposit, investment, and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

G. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

H. The employment of managers, independent contractors, and such other employees and agents, which individuals or entities may also be members of the Board of Directors, as the Board may deem necessary to accomplish the purposes of the Association set forth in this Declaration, and the prescription of their duties and setting of their compensation.

I. The general administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

5. Mandatory Duties of Association. The Association shall maintain, replace, and repair the Common Facilities in generally good and neat condition.

6. Imposition of Dues and Assessments. The Association may fix, levy, and charge the Owner of each Property with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

7. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs, fees, late charges, and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Property at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs, fees, late charges, and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Property in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to request of the Association a statement as to the amount of any unpaid dues or assessments.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association including but not limited to payment of expenses for grading, rock, hard surfacing, drainage structures, culverts, snow removal, and insurance.

9. Special Assessments for Extraordinary Costs. In addition to the annual dues, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities, or for any other extraordinary costs.

10. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Properties.

11. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues

and assessments on a specified Property have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment, or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

12. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessments, which is not paid when due, shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the lesser of Fifteen percent (15%) per annum or the highest rate permitted by law. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and pursue any other legal or equitable remedy, all of which remedies shall be cumulative. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs, fees, late charges, and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Facilities or abandonment of the Owner's Property. The mortgagee of any Property shall have the right to cure any delinquency of an Owner by payment of all sums due, including interest, costs, fees, late charges, and reasonable attorneys' fees incurred by the Association. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association with respect to such payment. The Board of Directors may suspend any Member's voting rights and right to receive Association benefits during any period in which such Member shall be in default of the payment of any dues or assessments levied by the Association.

13. Subordination of the Lien to Mortgagee. 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. Sale or transfer of any Property shall not affect or terminate the dues and assessment lien.

ARTICLE IV. GENERAL PROVISIONS

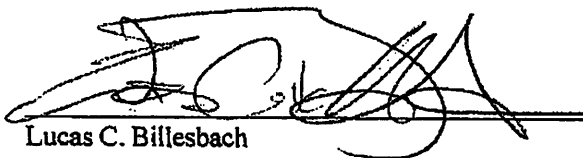
1. Any Owner of a Property named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions, and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of such violation. Failure 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.

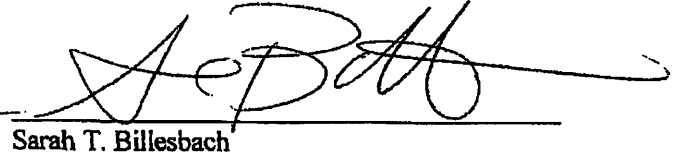
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by Owners of not less than sixty percent (60%) of the Properties covered by this Declaration.

3. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed effective as of the date set forth above.

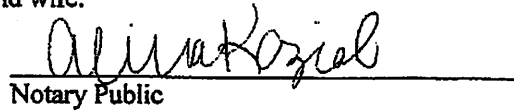

Lucas C. Billesbach

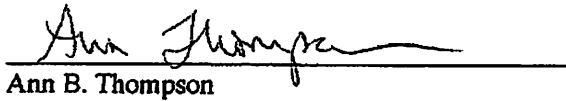

Sarah T. Billesbach

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



The foregoing instrument was acknowledged before me this 10th day of December, 2022, by Lucas C. Billesbach and Sarah T. Billesbach, husband and wife.

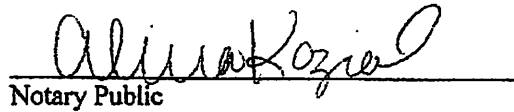

Notary Public


Ann B. Thompson

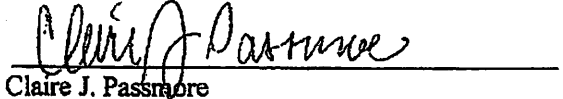
STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



The foregoing instrument was acknowledged before me this 10th day of December, 2022, by Ann B. Thompson, a single person.


Notary Public

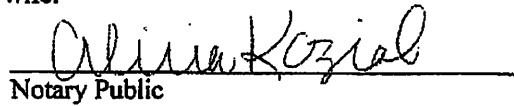

Ross P. Passmore


Claire J. Passmore

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



The foregoing instrument was acknowledged before me this 10th day of December, 2022, by Ross P. Passmore and Claire J. Passmore, husband and wife.


Notary Public

John B Smith
John Smith

Mateel Smith
Mateel Smith

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)



The foregoing instrument was acknowledged before me this 10 day of December, 2022, by John Smith and Mateel Smith, husband and wife.

Alicia Koziol
Notary Public

Jeffrey Parker
Jeffrey Parker

Lisa Kollasch
Lisa Kollasch

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28 day of ~~December, 2022,~~ January 2023 by Jeffrey Parker.

Sydney Olbur
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 28 day of ~~December, 2022,~~ January 2023 by Lisa Kollasch.

Sydney Olbur
Notary Public

