

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
CREST RIDGE SUBDIVISION

RECITALS:

WHEREAS, the homeowners who purchased certain real property located in Washington County, Nebraska, and described as various lots 1 through 32, excluding commercially zoned lots 14, 15, 16 and 17, Crest Ridge Subdivision (collectively the "Property Owners") have adopted and hereby causes to be recorded a New Declaration of Residential Covenants, Conditions, and Restrictions covering the property comprising Crest Ridge Subdivision in Blair, Washington County, Nebraska.

NOW THEREFORE, it is hereby published and declared that all of the Crest Ridge Subdivision Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, uses, limitations, and obligations, all of which are for the purpose protecting the value and desirability of the property and all which shall run with the land and shall be a burden and benefit to, and shall be binding upon, the Property Owners, their successors and assigns, and all persons or entities presently owning or hereafter acquiring or owning any right, title and interest in any part of the Property.

1. Definitions

A. Crest Ridge Subdivision, Washington Co. , Nebraska- shall mean and refer to the property described as Lots 1 through 13 and 18 through 32, Crest Ridge Subdivision.

B. PROPERTY OWNERS- shall mean Legal Title Holders of Property purchased within the Crest Ridge Subdivision and their successors and assigns

WASHINGTON COUNTY NEBRASKA
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Karen Madsen
Karen A. Madsen, Register of Deeds

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3

2018-02749

C. LOT-shall mean and refer to each parcel of land which is included in the Property and is shown as a numbered Lot upon the recorded Plat of Crest Ridge Subdivision.

D. BUILDING PLOT-shall mean and refer to one assigned Lot or Lots owned by the same Owner and intended for use in connection with a single dwelling.

E. OUTBUILDING-shall mean: (1) a larger permanent enclosed covered structure not directly attached to, but also not a part of, the Dwelling to which it is appurtenant, (2) and unattached Private Garage or, (3) a non-inhabitable building structure. No single outbuilding shall exceed 40' x 60' in size.

F. DWELLING-shall mean a single family residential building or structure.

G. ACCESSORY STRUCTURES-shall mean any improvement that is not a Dwelling or an outbuilding and, for example, shall include a storage shed, dog run, swimming pool, tennis court, trash receptacle utility, playhouse or any other improvement constructed on a homeowners lot that is **200 SQ. FT. or less**, all Washington County, Nebraska setbacks will apply and the homeowner is limited to two (2) structures

H. ASSOCIATION-shall mean the Crest Ridge Property Owners Association (CRPOA), a Nebraska non-profit corporation, of which each Lot Owner shall be a dues paying member.

I. BOARD- shall mean the Board of Members of the Crest Ridge Property Owners Association. Board members shall be members of the Association who, at the time of service on the Board, are **lot owners** of the Crest Ridge Subdivision.

2. DESIGNATION OF USE AND RESTRICTIONS AND LIMITATIONS ON BUSINESS USE OF LOTS AND DWELLING UNITS

A. No trade or business may be conducted in or from any lot or dwelling unit, except that an Owner or occupant residing in the dwelling unit may conduct business activities within the dwelling unit or on the lot so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the dwelling unit, or in respect to outdoor activities from the outside the boundaries of the lot; (B) the business activity conforms to all county zoning requirements applicable to the lot; (C) the business activity does not involve persons coming onto the property who do not reside within the property or door-to-door solicitation of residents; and (D) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the property, as may be determined in the sole discretion of the

CRPOA

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involve the provision of goods and services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether, (E) such activity is engaged in full or part-time; (F) such activity is intended to or does generate a profit; or (G) a license is required therefore. Notwithstanding the above, the leasing of a lot or dwelling unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any commercial property within the Property nor shall it apply to any activity conducted by the declarant or a builder approved by the declarant with respect to its development and sale of property or its use of any lots or dwelling units which it owns.

3. BUILDING TYPES

A. No building or structure shall be constructed, altered, or maintained on any building plot other than **ONE** dwelling and up to **TWO** (2) outbuildings, not to exceed a total of **3,200 SQ FT** for both building, and **TWO** (2) accessory buildings.

B. No structure of any kind shall be moved onto any lot, with the exceptions of CRPOA Board approved Prefabricated homes and outbuildings, and accessory structures.

C. The exterior of the dwelling located on any lot, shall be constructed with materials such as wood, stone, stucco or simulated wood siding. The outbuilding(s) shall be constructed to compliment the dwelling with like materials or metal of the same or a complimentary color. Roofing on the dwelling shall be of wood shake, heavy decorator shingles (Hallmark, Timberline, Stand 235, 3-tab shingles) No flat or mansard roof shall be permitted on any dwelling. Samples of siding, brick, shingles and other materials must be approved, in writing, by the CRPOA Board before such materials are used on any dwelling, outbuilding or accessory building. Paint and stain color must be from a listing approved colors on file with CRPOA. Colors not on the list must be approved in writing by the Board, prior to application to the exterior of any dwelling or outbuilding for aesthetic protections of existing homeowners.

D. All materials used in construction of any building on any lot shall be new or recycled. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be wall studs, joists, and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by an appropriate governing body of Washington County, Nebraska or any other applicable political subdivision having jurisdiction in regard thereto. In such case, the provisions of such applicable building code regarding

framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of twelve (12) inches at gable ends and sixteen (16) inches at all other locations, except where to do so would detract from appearance, such as bay windows, or the affect the function of the dwelling. The front exterior of the dwelling and/or attached garage shall contain some brick or stone component, with the exception of dwellings with a wrap around covered porch.

E. NO walkout basement of any dwelling or outbuilding located within the Crest Ridge Subdivision shall be used as a **PARTIAL RENTAL UNIT**.

F. A dwelling on which construction has begun must be completed within one (1) year from the date the Building Permit was issued for said dwelling.

G. During construction, the builder and owner must use reasonable measures to deter rain from washing mud into the streets. Reasonable measures include, silt fences, or using bales of hay to stop such flow. Each owner shall require the builder to keep the area clean and as neat as possible during construction. **Road damage caused by heavy equipment must be repaired by a competent contractor and paid for by the lot owner.**

4. BUILDING AREA

A. No dwelling shall be constructed or permitted to remain upon any building plot that is more than two (2) stories or 35 feet in height, whichever is less, and must meet the following size requirements:

a. A one story house with attached garage (ranch) shall contain a minimum of 1,500 square feet of living area on the main floor, exclusive of the garage. The garage must be approximately at the

same level as the main floor. The exception would be a built-in basement garage.

b. A multi-level or two-story house shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of the garage area, provided however, that a two-story house shall contain not less than 1,000 square feet on the first floor.

In the computation of ground floor area of a dwelling, any porches, breezeways and attached or built-in garages shall not be included.

5. SET-BACKS FOR LOTS IN CREST RIDGE SUBDIVISION-All set-backs, side yards, and rear yard requirements shall conform to the applicable laws and zoning resolutions of Washington County, Nebraska.

Set-Backs

Please use Washington County Set Backs as provided by the County

The key to set-backs is this: "The position of the dwelling takes precedent. The accessory buildings and outbuildings must be behind the foundation line of the dwelling."

All structures on lots abutting state HWY 133 shall be placed on the lot in a manner to conform to a 100 FT building moratorium as established by the State of Nebraska unless said moratorium has been removed by the State of Nebraska authority. No structure shall be located within 100 feet of the center line of the power line easement which traverses the Crest Ridge Subdivision. All liability for these structures shall rest with the lot owner.

6. PRIVATE GARAGES

8 2018-02749

Each dwelling shall include an enclosed, two-car, or larger, attached or built-in basement garage with hard surface flooring. In addition, up to two (2) detached outbuildings/ private garages, not to exceed a total of **3200 sq. ft.** shall be permitted. All said outbuilding and garages must architecturally blend in with dwelling on said lot.

7. DRIVEWAYS

A. No private attached or built-in basement garage (as described in Section 6) shall be constructed, altered, or maintained on any building plot unless it is connected by a driveway to a street adjacent to the building plot. Such drive-way must be of sufficient area to park at least four (4) cars entirely off adjacent street. All driveways shall be constructed of concrete, asphalt or sealcoat for a minimum of 25 feet from garage. The remaining driveway must be covered in rock or similar hard material and kept free of grass and weeds.

B. All outbuildings must have at least a gravel driveway connecting it to adjacent street, a 25 FT apron is **NOT** required on an outbuilding. The driveway does need to be kept free of grass and weeds. Any accessory building (under 200 SQ FT) does **NOT** need a driveway.

8. TEMPORARY STRUCTURES AND EQUIPMENT

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or other outbuildings shall be used at any time as a residential dwelling on any building plot either temporarily or permanently. This prohibition specifically includes mobile homes and double-wide mobile homes even if used as a primary residence.

9. SIGNS

No signs of any kind or description shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except

(1) Street markers, traffic signs, Washington County signs, CRPOA signs, real estate signs, builder signs, For Sale signs, political signs, and garage sale signs (2) signs shall not exceed 432 Sq inches in area (3) No Trespassing or Private Property Signs not to exceed 12" x 18" in size.

10. MOTOR VEHICLES

A. All motor vehicle laws for the state of Nebraska **DO APPLY** to the roads of Crest Ridge Loop and Crest Ridge Circle. No motorized vehicles, including, but not limited to four-wheelers, dirt bikes, snow mobiles, etc. can be driven on the streets by an unlicensed or uninsured person. CRPOA assumes no liability for any damage or injuries to persons involved in an accident.

B. NO Motorized Vehicles which are either non-operational or non-licensed shall be kept or stored anywhere on the property other than an enclosed building.

11. TRASH RECEPTACLES

NO trash receptacles or garbage cans shall be permitted to be stored on a building plot in front of the garage or closer to the road than the foundation line of the dwelling, with the exception of the evening before and the day of garbage pick-up. Commercial trash receptacles must be emptied every 30 days or limited to a 60 day period for remodeling or clean-up.

12. MAILBOXES

The owner of each lot shall install and maintain a mailbox, approved by the U.S. Postal Service and the CRPOA Board, on such building plot.

13. UTILITIES

All utility connection facilities and services shall be underground. All costs for installation of utilities from their respective mains (electric,

sewer, water, gas) shall be born by the lot owner. Electric utilities in excess of 200 feet from the primary lot feeder lines may be subject to an additional surcharge. No individual water supply system shall be permitted on any building plot. Water service is provided by Lakeland Estates Water Company. One exemption shall be for Geothermal Heat pumps with a closed loop system. All meters for water service shall be placed to allow reading from outside the dwelling. Accordingly, a clear glass block must be installed in the basement (not under decks or cantilevers, etc.)even if a remote reader is installed. All dwellings, at time of construction, must be connected to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank and be in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska.

14. BUILDING CONTROL

All proposed building plans must be submitted to the CRPOA Board for approval prior to the construction of any dwelling, outbuilding or other accessory structure on any building plot. Building or modification plans must be submitted to the CRPOA board at least thirty (30) days prior to the proposed date of construction and no such construction shall commence until approved in writing by the Board. Any deviation in construction from the approved plans on any dwelling, outbuilding or accessory structure which, in the judgement of the CRPOA Board, is of substantial detriment to the appearance of the structure and surrounding area, shall be corrected to conform to the approved plans at the expense of the owner of that structure.

15. LANDSCAPE CONTROL

Each owner of a lot shall be required to sod or seed the entire front of the lot to the property line and an additional eight (8) feet around each side and the back of the dwelling of said lot either prior to occupancy or within six months thereafter. If said occupancy shall occur during a season which makes it impossible to accomplish each task, occupancy shall occur and said work shall immediately be completed by

owner when weather conditions first permit. All lots shall be kept free of rubbish and debris. In addition, vacant lots, where capital improvements have not yet been installed, shall not be used for dumping of any waste materials, and shall be maintained level and smooth enough for machine mowing. No material other than earth, sand, rock or gravel shall be used as fill on any lot.

16. NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any building plot, nor shall anything be done thereon which is, or may become an annoyance or a nuisance, either temporarily or permanently including but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. The Crest Ridge Subdivision shall recognize the Washington County definition of Disturbing the Peace, which would include loud noises/ music during unreasonable hours, such as after midnight and before 6:00 am.

17. LIVESTOCK AND POULTRY PROHIBITED

No keeping of horses, livestock or poultry shall be raised, bred or kept on any lot. Notwithstanding the foregoing, dogs, cats and other common household pets may be kept on any lot so long as they are not kept, bred or maintained for commercial purposes. **Any dog must be leashed when outside the owners property line.** Any animal deemed to constitute a nuisance by way of noise, odor or otherwise may be removed by order of the CRPOA Board. Dogs that bark excessively or who are allowed to run outside of the owners property line will not be tolerated.

18. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and access for continuous police and fire protection are reserved as shown on the recorded county and state regulations. The

12 2018 - 02749

owner of a Crest Ridge lot shall, at his own expense, keep and preserve that portion of any such easements within his lot in good repair and condition at all times. The owner shall neither erect or permit erection, of any dwelling, outbuilding or accessory structure or fences of any kind nor permit any use of said easement which might interfere way with the dedicated and intended purpose of the easements. Any contemplated private easement must be approved in writing by the CRPOA Board. In addition to the easements for utilities shown on the recorded plat of Crest Ridge Subdivision, there shall also be reserved a ten (10) foot strip along each line of each lot in said subdivision for the installation, operation, and maintenance of utilities. In addition, Lakeland Estates Water Co., its successors and assigns, and all public utilities shall have the right to use and occupy those areas designed as Out lot(s), Lanes, Drives in said platting, the same as if they were dedicated public Out lot (s), Lanes and Drives. Together with a 30 foot strip on the front of Lots 26 through 31, inclusive, and on the West side of lot 26 for the installation of water lines.

19. FENCES

A. It is preferred that "natural fencing", consisting of ornamental trees, serves as the fencing between lots. These trees shall be maintained exclusively by the lot owner. Such maintenance shall include trimming, fertilizing, spraying, and any other maintenance deemed necessary.

B. Fencing for the front of the dwelling may also be constructed of a decorative material such as brick, stone, PVC or wood and cannot exceed 42 inches in height. Side and rear fences shall not exceed eight (8) feet in height. All fencing must be maintained in such a manner so as not to be unsightly to neighboring properties. No fence shall be placed within 25 feet of any lot dividing tree line, to allow for maintenance of such trees.

C. All swimming pools shall be completely surrounded by a locked non-climbable fence not less than six (6) feet in height. This is an existing Washington County, Nebraska ordinance.

20. LIGHTING

Any outside lighting installed on the lot must be approved in writing, by the CRPOA Board prior to installation. All lighting must be used in a way that it does not interfere with a neighboring lot's privacy. Broad coverage "barnyard" type lights are prohibited.

21. WEED CONTROL

The owner of each lot, whether vacant or improved, shall keep ground cover on the lot mowed to a reasonable height not to exceed six (6) inches for improved lots, twelve" (12) inches for vacant lots. The exception to this would be for alfalfa that is maintained and cut by the local farmer on some lots or partial lots. **The owner of each lot shall also keep such lot free of thistles and reasonably free of weeds to prevent the spread onto neighboring properties.**

22. DAMAGE TO ROADS AND COMMON AREAS

A. Any lot owner damaging or allowing guests or contractors to damage common areas of the Crest Ridge Subdivision, including but not limited to damage to the road system by contractors utilizing heavy trucks or equipment, shall be liable for such damage and the CRPOA shall invoice such lot owner(s) for the costs of all repairs and administration. All repair needs to be completed by an approved road contractor. The CRPOA has agreed not to proceed or pursue damage to common areas in the Crest Ridge Subdivision if damage is done by emergency vehicles.

14 2018-02749

Invoices shall be due and payable upon presentation. After 30 days from date of invoice, a 1% per month fee will be assessed on the unpaid balance and added to the bill. The CRPOA has the right to place a lien on the property for the unpaid balance and interest.

23. PROPERTY OWNERS ASSOCIATION

There shall be established a Property Owners Association known Crest Ridge Property Owners Association (CRPOA) of which each lot owner shall be a member. If a lot is owned by more than one individual on entity, the individuals or entities owning such lot shall designate one person or entity to be the voting member in connection with such lot. The affairs of the CRPOA shall be governed and controlled by the articles of this instrument and the by-laws of the Inc. Each owner of a lot or lots in Crest Ridge Subdivision shall automatically receive a copy of the covenants and by-laws of the CRPOA, by acceptance of a deed to any such lot, said owner shall agree to be bound by the articles of Incorporation, By-Laws, and rules and regulations of said Association.

24. ABANDONED AND FORECLOSED PROPERTYS

The property owners/homeowners association, CRPOA, or any agent for the property owners/ homeowners association reserve and retain **FIRST RIGHT OF REFUSAL** and option to purchase any property in the Crest Ridge Subdivision, when abandoned or in foreclosure proceedings. Any property within the Crest Ridge Subdivision that is abandoned or foreclosed upon shall still be governed by the Covenants and By-Laws of the association, Crest Ridge Property Owners Association.

25. PROVISION FOR COMMERCIAL REZONING OF CERTAIN LOTS

Lots 26, 27, and 28 individually or collectively, in Crest Ridge Subdivision, shall no longer be subject to the terms and conditions of this declaration and shall be released from the protective covenants,

15 2018 - 02749

conditions, restrictions, liens and charges (as long as all dues and/or special assessments are paid in full up to the date of the rezoning)upon the conditions that rezoning of said lot or lots from their current residential classification to any commercial use classification, as provided by the zoning regulations of Washington County, Nebraska takes place. Removal of said lot or lots from this declaration shall automatically occur upon the approval and recording of said rezoning, without further action on the part of the developer, Crest Co., its successors or assigns.

26. RIGHTS, DUTIES, AND OBLIGATIONS OF THE ASSOCIATION

CRPOA shall collect annual assessments and/or dues to be used for the maintenance or public improvements of Crest Ridge Subdivision. In the event any lot owner shall fail to pay the annual assessment or dues within 30 days of original billing, a 10% per month fee will be imposed on the unpaid balance and added to the original bill. The CRPOA has the right to place a lien on said properties for such unpaid charges and interest. The CRPOA shall own and maintain the road system in Crest Ridge Subdivision through dues and special assessments. The CRPOA shall maintain and control the use of all areas within the subdivision designated as Out lots and or public areas.

27. MODIFICATIONS OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until September, 2027, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each unless such covenants, restrictions and provisions are amended, modified, changed, or cancelled, in whole or in part, by written agreement signed by the owners of more that fifty (50) percent of all lots in Crest Ridge Subdivision, except all provisions herein relating to the water impoundments and utility easements, which shall be deemed to be

perpetual easements appurtenant to the lots affected thereby, and which shall run with the land.

In addition to the restrictions enumerated herein, the real estate described above as Crest Ridge Subdivision, shall be subject to all applicable zoning and subdivision ordinances, rules and regulations of Washington County, Nebraska.

In the event that any present or future lot owners of any of the real estate described within this declaration, their grantees, heirs, or assigns, shall violate or attempt to violate any of the restrictions contained in the declaration, it shall be lawful for the CRPOA or any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction.

28. SEVERABILITY

Invalidation of any of one or more of these covenants, conditions, or restrictions by statute or by judgement of any court shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

29. ENFORCEMENT

A. If any present or future Lot owner, their grantees, heirs, or assigns, shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, and the CRPOA agrees to the specific violation requiring outside arbitration or forced enforcement, then the CRPOA or Owner of any lot shall be entitled to prosecute at their expense, proceedings in law or in equity against the person or persons violating or attempting to violate such covenants, conditions or restrictions to either prevent him or them from doing so or to recover damages for such violations.

B. The Board has a duty to reasonably enforce the covenants, conditions, restrictions and rules of the CRPOA. They have an obligation to protect the property values and assets of the community. The Board has decided to take these steps to ensure effective enforcement of the CRPOA covenants, conditions and restrictions.

a) If a violation occurs, the Board will first construct a letter with date and description of violation to the property owner, along with a copy of the ordinance. This will be done by mail.

b) The property owner will be given 30 days to rectify the violation, along with a meeting of the Board members.

c) After 30 days and a board hearing, the Property owner will be fined \$25.00 for every 30 day period that the violation continues. The Property owner will also lose their voting rights, and not considered as a member in good standing until issue is resolved.

d) If the violation proceeds, the Board may seek a court order to resolve the issue. If all else fails, the Board could initiate the CRPOA's attorney to start foreclosure proceedings against the Property Owner.

30. FILING OF DECLARATION

This Declaration shall be filed for record, in full, in the Washington County, Nebraska, Recorder's office.

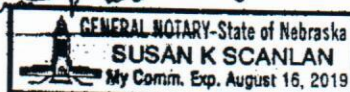
31. EFFECTIVE DATE

This Declaration of Residential Covenants, Conditions, and Restrictions shall be effective on the date they are filed with the Washington County Recorder's Office.

CREST RIDGE SUBDIVISION, WASHINGTON COUNTY, NEBRASKA

BY: Jarklyn Joche Secretary
Brenda Bink, Treasurer

18 Susan K. Scanlan
2018 - 02749



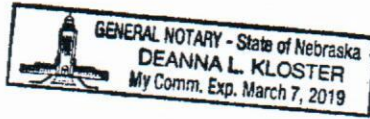
STATE OF NEBRASKA
COUNTY OF DOUGLAS
Susan K. Scanlan

COUNTY OF WASHINGTON, NEBRASKA *DC*

On this 14 day of ~~September~~ ^{August}, 2018 *8* before me, the undersigned a Notary Public in and for the State of Nebraska, personally appeared, to me personally known, who, being by me duly sworn, did say that he is the executor of the foregoing instrument, by it and by him voluntarily executed.

Deanna L. Kloster

NOTARY PUBLIC IN AND FOR THE STATE OF NEBRASKA



BY-LAWS OF

CREST RIDGE

PROPERTY OWNERS ASSOCIATION, INC.

2018 - 02749

ARTICLE I
INTRODUCTION

The name of this Corporation is Crest Ridge Property Owners Association, INC., which is a non-profit corporation, organized and existing under the laws of the State of Nebraska. Crest Ridge Property Owners Association, Inc. shall be herein after be referred to in these By-Laws as the "Corporation".

ARTICLE II
PURPOSES AND OBJECTIVES

In amplification of the purposes for which the corporation has been formed, as set forth in the Articles of Incorporation, the purposes and objectives are as follow:

1. To develop a community designated for safe, healthful, and harmonious living.
2. To promote the collective and individual property and civic interests and rights of all persons, firms, and corporations owning property in Crest Ridge Subdivision, being a subdivision of Washington County, Nebraska.
3. To care for the improvements and maintenance of the gateways, public easements, parkways, grass plats, parking areas, roadways and streets, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features of the above-described subdivision known as Crest Ridge Subdivision, which now exist or which may hereafter be installed or constructed in such subdivision.
4. To aid and cooperate with the members of the corporation and all property owners in the tract in the enforcement of the Declaration of the Covenants, Conditions, and Restrictions filed in the office of the County Clerk of Washington County, Nebraska, ex officio Register of Deeds, and any future amendments thereto.
5. To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.
6. To arrange social and recreational functions for its members.
7. To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the tract.
8. This corporation shall not engage in political activity or pursue political purposes of any kind or character.

ARTICLE III
MEMBERS

- A) **Class of Members.** The corporation shall have one class of members. The qualification and rights shall be as follows:
1. Every fee simple owner, as distinguished from a security owner, of a lot in Crest Ridge Subdivision in the County of Washington, State of Nebraska, as herein particularly described, shall be a member.
 2. Membership shall include an undertaking by the applicant to comply with and be bound by the Articles of Incorporation, these By-Laws and Amendments hereto, the

2018 - 02749

Declaration of Covenants, Conditions, and Restrictions, and the policies,, rules, and regulations at any time adopted by the corporation in accordance with these By-Laws. Membership shall be accompanied by payment of the first year's dues in advance.

3. Membership in this corporation shall terminate on such members ceasing to be a fee simple owner of a lot in Crest Ridge Subdivision.
- B) **Voting Rights.** Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. A member shall have one vote for each lot of which he or she is a fee simple owner. Where two or more owners own a lot only one vote for such lot owned shall be allowed, and such joint owners shall designate and register with the Secretary of the corporation the name of that owner entitled to cast such single vote.
 1. At membership meetings, all votes shall be cast in person or by proxy on a written ballot and registered with the secretary.
 2. The Board of Directors is authorized to establish regulations providing for voting by mail or email.
- C) **Assignment of Rights.** A fee simple owner who is a member of the corporation may assign his or her membership rights to a tenant residing on the fee simple owner's lot. Such assignment shall be effected by filing with the secretary of the corporation a written notice of assignment signed by the members.
- D) **Developer's Voting Rights.** Crest Co., Inc., the developer of Crest Ridge Subdivision, shall have and retain one membership and, therefore, one vote for each lot which has not been conveyed by it to a third party purchaser, or that has been re-zoned to commercial status.

ARTICLE IV **MEETINGS OF MEMBERS**

- A) **Annual Meeting.** An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for the electing directors shall be held in the County of Washington, State of Nebraska in September or October of each year, beginning with the year 2008. The time and place shall be fixed by the directors.
- B) **Regular Meetings.** In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the Board of Directors.
- C) **Special Meetings.** A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within 14 days by the president, or the Board of Directors, if requested by not less than 25% of the members having voting rights.
- D) **Notice of Meetings.** Notice stating the place, day, and hour of any meeting of members shall be delivered personally, by mail, by phone or e-mail to each member entitled to vote at such meeting, not less than 10 days before the date of such meeting, or at the direction of the secretary.
- E) **Quorum.** The members holding fifty percent (50%) plus at least one, of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of

2018 - 02749

a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

- F) **Proxies.** At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after three months from the date of its execution, unless otherwise provided in the proxy.
- G) **Voting by Mail.** Where the directors or officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE V

BOARD OF DIRECTORS

- A) **Number.** The number of directors shall not be less than three or more than five.
- B) **Qualifications.** Each director shall be a resident of the Crest Ridge Subdivision.
- C) **Term of Office.** The Directors shall hold office for a term of two (2) years.
- D) **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Membership of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.
- E) **Compensation.** No Director shall receive compensation for any service he or she may render in the role of a Director to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.
- F) **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
- G) **Nomination.** Nominations for a vacancy on the Board of Directors can be made from the floor at an annual meeting. Parties can also express interest in being placed on a voting ballot verbally or by email to a Member of the Board.
- H) **Election.** Election to the Board of Directors shall be by ballot. Members or their proxies may cast one (1) ballot for each Lot in Crest Ridge Subdivision for which they are the Title Holder. The person receiving the largest number of votes for an opening shall be elected. Cumulative voting is not permitted.
- I) **Meeting of Directors.**
 - 1. **Regular meetings.** The Board of Directors shall meet regularly at least quarterly, at a time and place it shall select.
 - 2. **Special Meetings.** A special meeting of the Board of Directors may be called by or at the request of the president or of any two directors.

2018 - 02749

3. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting from time to time, and without further notice. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law or by these By-Laws.

4. **Notices.** Notice of any special meeting of the Board of Directors shall be given at least ten days prior to such meeting, delivered personally, by mail, by phone or e-mail to each director. Any director may waive notice of any meeting.

J) **General Powers of the Board of Directors.** The Board of Directors shall have the power to:

1. Adopt and publish rules and regulations governing the use of Common Area and facilities and to establish penalties for the infraction thereof.

2. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for infraction of published rules and regulations.

3. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provisions of these By-Laws, the Articles of Incorporation, or the Declarations.

4. Declare the office of a Member of the Board of Directors to be vacant in the event such as a Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

5. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

K) **General Duties of the Board of Directors.** It shall be the duty of the Board of Directors to:

1. Keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by one-half (1/2) of the Members who are entitled to vote.

2. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

3. As more fully provided in the Declaration, to:

i. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual or special assessment period.

ii. Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual or special assessment period.

iii. Place a lien against any property for which assessments are not paid within thirty (30) days after due date to bring an action at law against the Lot Owner personally obligated to pay the same.

4. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

5. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

6. Insure that any dispute is first handled through arbitration before proceeding to court action.

2018 - 02749

7. Cause all officers or employees having financial responsibilities to be bonded, as it may deem appropriate.
8. Cause the Common Area to be maintained.

ARTICLE VI
OFFICERS

- A) **Officers.** The officers of the corporation shall be a president, a vice-president, a secretary, a treasurer and a general manager. The description of each position is as follows:
1. **President.** The president shall preside at all meetings of the corporation and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the corporation, and shall serve as a member ex officio of all standing Committees. The president is also responsible for the input of ideas and work needed to be done in the subdivision to keep it maintained as stated in the covenants. This shall include the roads and streets, parkways, open spaces, and any facilities of any kind that are for community use, or any other general assistance needed.
 2. **Vice-President.** The vice-president shall assume the duties of the president during the president's absence. The vice-president is also in charge of social & recreational activities for the Crest Ridge Subdivision.
 3. **Secretary.** The secretary shall keep the minutes of all of the meetings of the corporation and of the Board of Directors, which shall be an accurate and official record of all business transacted. The secretary shall be custodian of all corporate records.
 4. **Treasurer.** The treasurer shall receive all corporate funds; keep them in a bank or other savings institution approved by the Board of Directors, and payout funds only on notice signed by the treasurer. The treasurer is responsible for keeping accurate books that will enable him/her to give a full financial report whenever requested. Collecting members dues by issuing invoices and paid receipts , also issuing past dues notices. Reconciling bank statements, file appropriate tax forms and attending yearly meetings.
 5. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

ARTICLE VII
FEES, DUES, AND ASSESSMENTS

- A) **Admission without Fee.** Record ownership of a lot in Crest Ridge Subdivision, without payment of an admission fee, shall establish the owner as a member of the corporation.
- B) **Annual Dues.** The annual dues shall be the same for each member.

2018 - 02749

- C) **Payment of Dues.** The annual dues shall be payable on the date or dates and in the manner determined, from time to time, by the Board of Directors.
- D) **Special Assessments.** Special assessments may be levied on the general membership of this corporation only by a vote of the majority of all members of the corporation.
- E) **Default in Payment of Dues or Assessments.**
1. When any member shall be in default in the payment of dues or assessments for a period of 30 days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have no rights of any kind arising out of a membership in the corporation.
 2. When any member is in default in the payment of dues or assessments for a period of 30 days, the corporation has the right to charge an interest fee of 10% monthly on the unpaid balance until paid.
 3. In addition to the foregoing, if any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments after 30 days written notice of such delinquency given by the corporation to such member, the amount of the assessment shall become a lien on such member's lot in the subdivision in favor of the corporation, and the corporation shall have the right to record a notice of claim of line, and proceed on such claim in accordance with the provisions of Nebraska law for the foreclosure and enforcement of liens; or, in the event the corporation shall not record a lien, it shall have the right to commence an in person action against such member for the collection of the assessments in any court of competent jurisdiction.
- F) **Assignment of Dues.** In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her lot in Crest Ridge Subdivision, he or she shall be entitled to assign to the buyer of such building the benefit of the paid up dues.

ARTICLE VIII
FISCAL YEAR

The fiscal year of the corporation shall be October 1 to September 30 of the following year.

ARTICLE IX
AMENDMENTS

Any proposed amendment to these By-Laws must be submitted in writing at any meeting of the Board of Directors of the corporation. Such proposed amendments shall be discussed at the meeting of the members following the meeting at which the proposed amendment was submitted, and shall be voted on by the members of the corporation at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by five members of the corporation, shall be read to the meeting by the secretary, and shall be printed on ballots distributed to all members by mail. A proposed amendment shall become effective when approved by a two-thirds majority of the members entitled to vote.

2018 - 02749

ARTICLE X
WAIVER OF NOTICE

Whenever any notice is required to be given to any member of director of the corporation under the provisions of Articles of Incorporation, these By-Laws, or the Nebraska Non-Profit Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE XI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

To the extent of the law, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation against expenses, including attorney fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee, or agent of an employee benefit plan, against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. To the extent permitted by law, the corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation against any liability asserted against him or her and incurred as such, whether or not the corporation would have the power to indemnify him or her against such liability.

The indemnify provided for by this Article XI shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article XI be deemed to prohibit the corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in the By-Laws. [Neb. Rev. Stat. 5521-1997, 21-1998 & 21-19.102, 21-19.103]

ARTICLE XII
PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No director, officer, or employee of or member of a committee of or person connected with the corporation, or any other private individual shall receive any of the net earnings or pecuniary profit from the operations of the corporation; provided, however, this provisions shall not prevent the payment to any such person or such reasonable compensation for services rendered to or for the

2018 - 02749

corporation in effecting any of its purposes as shall be fixed by the Board of Directors, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the corporation.

**ARTICLE XIII
MISCELLANEOUS**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the CREST RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the members of the Association held on the Sept 25, 2017 *JD*

IN WITNESS WHEREOF, I have hereunto subscribed my name this 14 day of August, 2018. *JD*

Jacklyne Glocke

Secretary

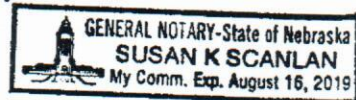
IN WITNESS WHEREOF, we being all the directors of the CREST RIDGE PROPERTY OWNERS ASSOCIATION, INC., have hereto set our hands this 14 day of August, 2018. *JD*

Beni Fort

President

STATE OF NEBRASKA
COUNTY OF DOUGLAS

Susan K. Scanlan



N/A

Vice President

Brenda Funk

Treasurer

Jacklyne Glocke

Secretary

2018-02749