

EAGLE VIEW HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS ADDENDUM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of the 09 day of Aug., 2018, by Eagle View Association, Inc., a Nebraska Non-Profit Corporation, as successor in interest to E.V. CO., Inc.

WHEREAS, Eagle View Association, Inc., executed its Declaration of Covenants, Conditions, and Restrictions for certain real property owned by it known as Eagle View Subdivision, more particularly described as follows:

Lots 1-40, inclusive, in Eagle View Subdivision, a Subdivision of Washington County, Nebraska (the "Declaration"), and

WHEREAS, the Declaration was recorded on _____, 2018 in Record Book _____ Pages _____ of the records of the County Clerk of Washington County, Nebraska, ex officio Register of Deeds, and

WHEREAS, Declarant wishes to amend the Declaration by adding certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereafter set forth.

NOW, THEREFORE, in consideration of the premises, Declarant for itself, its successors, assigns, and all future grantees and successors in title does hereby impose, create, and place upon the real estate described hereinabove, as an Addendum to the Declaration, the following Restrictions (as defined in the Declaration):

The Restrictions set forth herein are hereby appended to and shall become a part of the Declaration the same as if they had been originally set forth therein, subject to all terms and conditions set forth therein, and shall be enforceable as set forth therein.

IN WITNESS WHEREOF, the Declarant has caused this Addendum to Declaration to be duly executed the date and year first aforesaid.

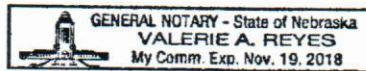
EAGLE VIEW ASSOCIATION, INC.,

By Alan D. Braun
PRESIDENT

STATE OF NEBRASKA)
) :SS:
COUNTY OF WASHINGTON)

On this 8th day of Aug, 2018, before me, the undersigned, a Notary Public in and for said County, personally came Alan D Braun, President, Eagle View Association, Inc., a Nebraska Non-Profit Corporation, to me personally known to be the same and the identical person whose name is affixed to the above instrument and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and the year last above written.



Valerie A Reyes
Notary Public

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____
Scanned _____

WASHINGTON COUNTY NEBRASKA
Filed for record on August 09, 2018 at 08:14 AM
Instrument No. 2018-02352

(9 Pages)
By Carolyn M Stodola, Deputy
Karen A. Madsen, Register of Deeds

**DECLARATION
OF COVENANTS, CONDITION AND RESTRICTIONS**

THIS DECLARATION is made as of the _____ day of _____ 2018 by EAGLE VIEW ASSOCIATION, INC., a Nebraska Non-Profit Corporation, as successor in interest to E.V. CO., Inc., referred to herein as the "Declarant",

WITNESSETH:

WHEREAS, Declarant desires hereby to impose upon Lots 1-40, inclusive, in Eagle View Subdivision of Washington County, Nebraska, mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said real estate and future owners of the same, and

WHEREAS, Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns, and all future grantees and successors in title, does hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Restrictions") contained hereinbelow. Declarant further declares that said real estate is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of lots within said real estate and are established for the purpose of enhancing the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon the real estate; to create reciprocal rights between the respective owners of individual lots therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns, and shall, as to the owners of any interest in said real estate, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of said real estate, and this shall be so, even if said Restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

By accepting the delivery of a deed to any of said lots, a grantee shall bind himself/herself, his/her heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all Restrictions as fully as if they have joined in this Declaration.

When used in this Declaration, the following terms shall be defined as follows:

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1-40, inclusive, of Eagle View Subdivision.

"Lot" shall mean and refer to Lots 1-40, inclusive, of Eagle View Subdivision, or any one of them individually.

"Declarant" shall mean and refer to Eagle View Association, Inc., a Nebraska non-profit corporation as successor in interest to E.V. Co., Inc.

"Association" shall and refer to Eagle View Association, Inc., a Nebraska non-profit corporation, of which each Owner shall be a member.

The Restrictions contemplated by this Declaration are herewith stated to be as follows:

- A. Said lots shall be used only for single-family residential purposes, except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational, charitable, or non-profit recreation uses.
- B. No structure shall be erected, altered, placed or permitted to remain on any Residential Building Plot other than one single-family dwelling not to exceed two stories or 35 feet in height, whichever is less, and accessory buildings, as hereinafter defined.
- C. No residential structure shall be erected or placed on any building plot which has an area of less than 87,000 square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "Residential Building Plot".
- D. With the exception of accessory buildings, no building shall be created, altered, placed, or permitted to remain on any Residential Building Plot other than the one (1) detached, single-family dwelling referred to above, and said dwelling unit shall conform to the following requirements:

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- (1) 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 garage area. The garage must be approximately at the same level as the main floor.
 - (2) One and one-half and two-story houses shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of garage area. For the purpose of these restrictions, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eaves of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the exterior of the enclosing walls, and does not include porches, stoops, breeze-ways, courtyards, patios, decks, basements, garages, or carports. The basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other sides.
 - (3) All dwelling units shall have attached, enclosed, side-by-side or tandem garages which must be capable of accommodating at least two (2) standard-size automobiles.
 - (4) All dwelling units on any Residential Building Plot shall be subject to the following minimum setback requirements: Front Yard – 50 Feet, Side Yard – 15 feet, Rear Yard – 25 feet. (Per addendum filed by E.V. CO., Inc., on August 1, 1997)
- E. Storage sheds, barns, carports, detached garages, and other buildings (collectively referred to herein as “accessory buildings”) shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such character as to enhance the value of the property. Accessory buildings shall be set back 70 feet from the front lot line, 10 feet from the side lot line, and 15 feet from the rear lot line. Accessory buildings on any Lot shall not exceed a cumulative total of 2,400 square feet in size and shall be constructed of wood, colored metal, or similar material. All storage shed plans and specifications, including exterior building materials, color selections, and a plot plan shall be submitted to and approved in writing by the Board of Directors prior to the start of any construction.
- F. When improvements are erected on any Lot in this subdivision, the Owner shall at the same time construct and connect said improvements to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of this Declaration. When sewage disposal facilities are installed on any Lot adjoining the Lake, septic tanks and absorption fields must be the furthest feasible point away from the Lake.
- G. All materials used in construction of any building on any Lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with 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 other 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 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 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling unit.
- H. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two (42) inches in height, constructed of brick, stone, PVC, iron, or wood. Side and rear fences shall not exceed eight (8) feet in height. All fences shall be maintained in such a manner as to not be unsightly to the neighboring properties. All fence plans with location and type should be submitted to the Board of Directors for approval prior to construction if they do not comply with this section (see section K).
- I. No structure of a temporary character, basement, tent, recreational vehicle, camper, shack, barn or other out building shall be used as a residence, temporarily or permanently. No dwelling previously occupied as a residence elsewhere shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes and doublewide mobile homes.
- J. No flat or mansard roof shall be permitted on any dwelling unit. All dwelling units shall have a roof composition of not less than 235-pound shingles of asphalt, fiberglass, concrete, wood shakes, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 5/12.
- K. In addition to the easements for utilities shown on the recorded plat of Eagle View Subdivision, there shall also be reserved a ten (10) foot strip along each lot 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 lots, Lanes and Drives in said platting, the same as if they were dedicated public Out lots, Lanes and Drives.
- L. During construction, the builder and Owner will use reasonable measures to deter rain from washing mud into the streets. Reasonable measures include, as a minimum, using bales of hay to stop such flow.
- M. No animals other than domestic household pets (subject to state and local regulations) shall be kept on any Lot and said pet shall be kept on a leash when not in an enclosure; provided, however, that horses, as allowed by Washington County, Nebraska regulations, may be kept on Lots 6-19, inclusive, only.

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- N. No automobile shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway (and not on any other part of the Lot) outside of the garage for more than three (3) consecutive days. All repair or maintenance work on automobiles must be done in the garage. The dedicated street right-of-way located between the road surface and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. No automobiles and other self-propelled vehicles may be parked on a driveway or a subdivision street permanently. Permanent parking of a vehicle shall mean any vehicle that is owned by or the responsibility of a subdivision resident or a guest of said resident if the guest resides with the resident for more than 30 days.
- O. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not been installed shall not be used for dumping of any waste material and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwelling units have not yet been constructed, shall be allowed to reach more than a maximum height of twelve (12) inches. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.
- P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.
- Q. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Association, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration, and radiation.
- R. A dwelling unit on which construction has begun must be completed within one (1) year from the date the building permit was issued for said dwelling.
- S. No Lot as original platted or replotted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted Lots may be combined into one building plot if the plot is at least as wide as large in area as the largest of said Lots as originally platted.
- T. No dwelling may be built of material other than wood, stone (except veneer), stucco, concrete, brick, or a combination thereof.
- U. No signs may be placed or maintained on any residential lot other than the name or names of the Owners, and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of the house may be displayed on said Lot.
- V. Prior to the commencement of construction of any improvement on any residential building lot, the plans and specifications therefor, including elevations and proposed sewage disposal facilities, shall be submitted to and approved in writing, by the Board of Directors.
- W. In addition to the rights, duties, and obligations of the Association set forth in its Articles of Incorporation and Bylaws, the Association shall:
- (1) Own and maintain the road system in Eagle View Subdivision;
 - (2) Institute a program of weed control within the Subdivision. The Owner of each Lot shall mow and keep it free of noxious weeds and underbrush. In the event the Owner fails to maintain said Lot in the spring and fall of any calendar year, the Association, or its agents, shall have the right to mow and/or spray said Lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In the event the Association mows weeds, underbrush, and/or sprays, it will not be responsible for destruction of flowers, shrubs, and trees resulting from such action. All property owners who designate to have their Lots mowed at a designated fee shall be assessed interest at the highest rate allowable by law from the date the charges become delinquent (thirty (30) days after levy), until paid, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid charges and interest.
 - (3) Promulgate rules and regulations for the use of Golden Lake.
 - (4) Impose an annual assessment and/or dues to be used for maintenance of public improvements within Eagle View Subdivision. In the event any Owner shall fail to pay the annual assessment or dues within sixty (60) days after a statement for the same is mailed to the Owner, the unpaid assessment or dues shall draw interest at the highest rate allowable by law, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid assessment or dues plus interest.
 - (5) Maintain and control the use of all areas within the Subdivision designated as Out lots, public areas and/or lakes.
- X. Each Owner of a Lot or Lots in Eagle View Subdivision shall automatically receive one certificate of membership in the Association for each Lot owned and, by acceptance of a deed to any such Lot, said Owner shall agree to be bound by the Articles of Incorporation, Declarations, Bylaws, and rules and regulations of said Association.
- Y. In addition to the Restrictions enumerated herein, the real estate described herein 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 Owners of any of the real estate described herein, their grantees, heirs, or assigns, shall violate or attempt to violate any of the Restrictions contained in this Declaration, it shall be lawful for the Association 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 to prevent him, her, or them from doing so and/or to recover damages or other relief for such violation. Invalidation of any one of the Restrictions by statute, ordinance, judgment, or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Declarant reserves the exclusive right,

in his or her sole discretion, to modify or waive the Restrictions of this Declaration as to any Lot or Lots in cases where the Declarant deems it necessary or advisable in unusual circumstances or to prevent hardship.

This Declaration and the Restrictions contained herein shall remain binding and in full force and effect from the date hereof, unless by vote of a majority the the Owners of the Lots comprising the real estate described herein, it is agreed to waive, change, or amend said Restrictions in whole or in part. In connection with the waiver, change, or amendment of said Restrictions at any time, there shall be one vote for each platted Lot.

- Z. No private well shall be drilled on any Lot except where the use of water is to be for water circulation heat pumps, and no other uses shall be permitted or allowed. Any such private wells must also utilize a closed loop system.

AMENDED AND RESTATED BY-LAWS OF EAGLE VIEW ASSOCIATION, INC.

ARTICLE I

INTRODUCTION

The name of the corporation is Eagle View Association, Inc., which is a not-for-profit corporation, organized and existing under the laws of the State of Nebraska with its principal address being 10600 American Eagle Lane, Blair, Washington County, Nebraska 68008(the "Association"). These by-laws supersede any and all by-laws filed on behalf of Eagle View Association, Inc. or E.V. CO., Inc., in Washington County, Nebraska.

ARTICLE II

PURPOSES AND OBJECTS

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

- (a) To develop a community designated for safe, healthful, and harmonious living;
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms, and corporations owning property in Eagle View Subdivision, being a subdivision of Washington County, Nebraska;
- (c) To care for the improvements and maintenance of the gateways, public easements, parkways, grass plots, parking areas, roadways and streets, Golden Lake, 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 Eagle View Subdivision, which now exist, or which may hereafter be installed or constructed in such subdivision;
- (d) To assist the owners in maintaining in good condition and order all vacant and unimproved lots or tracts of land now existing or that hereafter shall exist in the tract, and further assisting the owners of such lots or tracts of land in preventing them from becoming a nuisance and a detriment to the beauty of the tract and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots or tracts of land as may be necessary or desirable to keep them from becoming such nuisance and detriment;
- (e) To aid and cooperate with the members of the Association in the enforcement of the Declaration of Covenants, Condition, and Restrictions filed in the office of the County Clerk of Washington County, Nebraska, ex officio, Register of Deeds, and any future amendments thereto;
- (f) To perform all those functions and duties set forth in Paragraph W of the said Declaration of Covenants, Conditions, and Restrictions, which said provisions are incorporated herein by this reference;
- (g) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Eagle View Subdivision and their property interests in Eagle View Subdivision;
- (h) 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;
- (i) To arrange social and recreational functions for its members;
- (j) 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; and
- (k) This Association shall not engage in political activity or pursue political purposes of any kind of character

ARTICLE III

MEMBERS

- (a) Class of Members. The Association shall have one class of members. The qualifications and rights shall be as follows:
 - (1) Every fee simple owner, as distinguished from a security owner, of a lot in Eagle View 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 Declaration of Covenants, Conditions, and Restrictions, and the policies, rules, and regulations at any time adopted by the Association in accordance with these By-Laws. Membership shall be accompanied by payment of the first year's dues in advance; and
 - (3) Membership in this Association shall terminate on such member ceasing to be a fee simple owner of a lot in Eagle View 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 shall be allowed, and such joint owners shall designate and register with the secretary of the Association the name of that owner to cast such single vote.
 - (1) At membership meetings, all votes shall be cast in person, or by proxy registered with a member of the Board of Directors.
 - (2) The Board of Directors is authorized to establish regulations providing for voting by mail.
 - (3) All votes at membership meetings are to be in writing or a show of hands.

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- (c) **Assignment of Rights.** A fee simple owner who is a member of the Association 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 Association a written notice of assignment signed by the member.

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 electing directors shall be held in the County of Washington, State of Nebraska during late spring or early summer of each year, beginning with the year 2017. The time and place shall be annually, and as directed by the Board of 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.** Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally, by mail, or by email 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 twenty-five percent (25%) of the vote that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of 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.** 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, email or proxy in such manner as the Board of Directors shall determine.

ARTICLE V

BOARD OF DIRECTORS

- (a) **General Powers.** The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.
- (b) **Number, Tenure, and Qualifications.** A director should reside in the Eagle View Neighborhood. The number of directors shall be not less than three nor more than five. Each director shall be a member of the Association and shall hold office until three annual meetings of the members following his or her original qualification shall have been held, and until his or her successor shall have been elected and qualified. At the expiration of the term of office of each director, his/her successor shall be elected to serve a term of three years, with the intent and purpose being that one-third of the directors' term(s) expire annually.
- (c) **Regular Meetings.** The Board of Directors shall meet regularly at least quarterly, at a time and place it shall select.
- (d) **Special Meetings.** A special meeting of the Board of Directors may be called by or at the request of the president or any two members of the Board of Directors.
- (e) **Notices.** Notice of any special meeting of the Board of Directors shall be given at least ten days prior to such meeting, by written notice delivered personally, by facsimile, by email, or sent by mail to each director. Any director may waive notice of any meeting.
- (f) **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting, 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. Participation can include telecom and video conference.
- (g) **Manner of Acting.** 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.
- (h) **Vacancies.** Any vacancy occurring in the Board of Directors shall be filled by election by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE VI

OFFICERS

- (a) Officers. The officers of the Association shall be a president, a vice-president, a secretary, a treasurer, and a communications director.
- (b) Qualifications and Method of Election. The officers shall be members of the Association, shall be elected by the Board of Directors, and shall serve for a term of 3 years. All officers shall be members of the Board of Directors, and one person may hold more than one office. The officer positions will be selected by the Board of Directors at a meeting scheduled after the annual homeowners' association meeting.
- (c) President. The president shall preside at all meetings of the Association 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.
- (d) Vice-President. The vice-president shall assume the duties of the president during the president's absence. He or she is also responsible for chairing the common grounds committee.
- (e) Secretary. The secretary shall keep the minutes of all the meetings of the Association 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.
- (f) Treasurer. The treasurer shall receive all corporate funds/dues/assessments, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds only on notice signed by the treasurer and one other officer. The treasurer will also be responsible for the filing of an annual tax returns and filing of the Association's biennial report. The treasurer shall be a member ex officio of the finance committee.
- (g) Communications Director. The communications director shall be responsible for the distribution of welcome packets to new homeowners. He or she will also be responsible for sending out notifications as needed at the direction of the board. Notifications can be sent via email notices or mail.
- (h) 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) Annual Dues. The annual dues shall be the same for each member and the amount thereof shall be fixed by a vote of the membership at the annual meeting.
- (b) 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.
- (c) Special Assessments. Special assessments may be levied on the general membership of the Association only by a vote of the majority of all members of the Association.
- (d) Default in Payment of Dues or Assessments.
 - (1) When any member shall be in default in 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 Association.
 - (2) In addition to the foregoing, if any member fails to pay his or her dues or assessments as they become due, on the failure of payment of the assessments after 30 days written notice of such delinquency given by the Association to such member, the amount of the dues or assessment shall become a lien on such member's lot in the subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, 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 Association shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the dues or assessments in any court of competent jurisdiction.
- (e) 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 Eagle View Subdivision, he or she shall be entitled to assign to the buyer of such building the benefit of the dues paid.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the corporation shall be the calendar year.

ARTICLE IX

AMENDMENTS

Any proposed amendment to these By-Laws must be signed by five members and submitted in writing at any meeting of the members of the Association. 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 Association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment shall be read to the meeting by the secretary and shall be printed on ballots distributed to all members by mail, personal delivery or email.

A proposed amendment shall become effective when approved by a two-thirds majority of the members entitled to vote.

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Association under the provisions of the Articles of Incorporation, these Bylaws, or the Nebraska Nonprofit 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 permitted by law, the Association 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 Association, by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association 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 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 Association, 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 Association 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 Association 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 Association or is or was serving at the request of the Association 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 Association.

To the extent permitted by law, the Association 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 Association against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The indemnity 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 Association 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. §§ 21-1997, 21-1998 & 21-19, 102, 21-19, 103).

ARTICLE XII

PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

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