

**BY-LAWS OF CEDAR GROVE
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
Name and Location**

The name of the corporation is Cedar Grove Homeowners Association, Inc. The principal office of the corporation shall be located at 9719 Giles Road, La Vista, Nebraska 68128, but meetings of Members and directors may be held at such places within the State of Nebraska, as may be designated by the Board of Directors.

**ARTICLE II
Definitions**

Section 1. "Association" shall mean and refer to Cedar Grove Homeowners Association, Inc., and its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property defined and described in the Declaration (defined below), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Owners and/or Residents (as defined below). Such property may include, but is not limited to, any signs, entrances, recreational areas, including, but not limited to, ponds, storm water management and drainage facilities, private streets not dedicated to the City of Gretna, Nebraska, Sarpy County, Nebraska or the State of Nebraska, and fencing on Common Area. The Association is responsible for management and maintenance of all Common Area. Common Area may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to the City of Omaha and maintained by the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cedar Grove, applicable to the Properties and recorded in the Office of the Register of Deeds in Sarpy County, Nebraska.

Section 7. "Member" or "Members" shall mean and refer to an individual Owner or all Owners, as applicable.

Section 8. "Resident" shall mean and refer to each individual occupying any dwelling unit located on any of the Lots pursuant to the terms of the Declaration, including, but not limited to, all Owners and members of the immediate family of an Owner who reside within such dwelling unit.

ARTICLE III
Meeting of Members

Section 1. Annual Meetings. Each regular annual meeting of the Members shall be held on the second Tuesday of November, at the hour of 7:00 o'clock, p.m. or at such other time, date and place as the Board of Directors may designate.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to fifty-one (51%) percent of all of the votes of the membership.

Section 3. Notice and Quorum. Written notice of any meeting called shall be delivered either personally, by U.S. Mail or electronic mail to all directors and/or Members, as applicable, not less than 10 days nor more than 30 days in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. At each such meeting called, the presence of Members or of proxies entitled to cast twenty percent (20%) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4. Voting. The Association shall have three classes of voting membership:

- a. Class A. The Class A members shall be all Owners, with the exception of Developer and the Designated Builders and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- b. Class B. Class B member(s) shall be the Developer and its assigns and shall be entitled to twenty (20) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:
 - (i) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
 - (ii) On December 31, 2020.
- c. Class C. Class C member(s) shall be the Designated Builders and shall be entitled to ten (10) votes for each Lot owned. The Class C membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:
 - (i) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class C membership; or
 - (ii) On December 31, 2020.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Action Without Meeting. The Board of Directors may, in place of holding any special meeting of the Members, submit any matter or question to and take the vote of such Members by personal delivery, U.S. Mail and/or electronic mail.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of at least three (3), but no more than five (5) directors, all of whom must be an Owner or a Resident. There shall always be an odd number of directors. In order to stand for election as a director, such Owner or a Resident must be in good standing and must not be in default in the payment of any dues, assessments and/or fines imposed by the Association.

Section 2. Term of Office. Each director shall be elected for a one (1) year term and shall serve for such one (1) year term until his or her successor is duly elected and qualified, or until removed from office as provided herein.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association unless such director also serves on a committee, for which services provided would otherwise need to be contracted externally. Notwithstanding the foregoing, the President of the Board of Directors/Association shall not be entitled to any form of compensation for services rendered either as a Director or committee member. Additionally, any director (including the President of the Board of Directors/Association) may be reimbursed for his/her actual expenses incurred in the performance of his/her duties as a Director.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Owners and/or Residents. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by written ballot or verbal vote at the annual meeting or by secret written ballot prior to such annual meeting, which election format shall be selected by the then-current Board of Directors. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such date, place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. 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 the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII
Powers and Duties of the Board of Directors

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 Area, and the enforcement of the rules and regulations relating to the Common Area.
- b. The fixing, levying, collecting, abatement, and enforcement of all charges, dues or assessments made pursuant to the terms of the Declaration.
- c. The expenditure, commitment and payment of the Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Area against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association, and the officers serving thereunder.
- 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 the Declaration, 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 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.

i. 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.

j. The oversight over the compliance with the Declaration as may be amended from time to time.

ARTICLE VIII **Officers and Their Duties**

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times serve on the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may select such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same

person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

a. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out.

Vice-President

b. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

c. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Architectural Control; Architectural Committee

Section 1. Composition of Architectural Committee. An Architectural Control Committee (the "Architectural Committee") shall be elected by the Board of Directors by majority vote. The Architectural Committee shall consist of a minimum of three (3) Members or Residents, but may thereafter be increased in size by the Board of Directors, from time to time. There shall always be an odd number of Architectural Committee members. Members of the Architectural Committee shall serve for a term of one (1) year, or until their successors are elected and qualified. Any vacancy in the membership of the Architectural Committee shall be filled by the Board of Directors by a majority vote to serve for the remaining portion of the term of the originally elected member. If any vacancy shall occur, the remaining members of the Architectural Committee may continue to act until the vacancy has been filled. Any member may be removed with or without cause by an affirmative vote of a majority of the Board of Directors.

Section 2. Powers and Duties of the Architectural Committee.

a. The Architectural Committee shall serve as an architectural review board and shall regulate the external design, appearance, and location of the Lots and any Structure (as that term is defined in the Declaration) thereon so as to enforce the architectural provisions of the Declaration and enhance values and to maintain a harmonious relationship among all Structures and the Properties.

b. The Architectural Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 3. Submission of Plans to Architectural Committee for Approval. No Structure of any kind whatsoever shall be constructed, erected, placed, moved onto, or permitted on any Lot, nor shall any existing Structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as the Architectural Committee may reasonably require, but shall in all cases include two (2) sets of each of the following:

- a. A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots;
- b. Exterior elevations for the proposed Structures;
- c. Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed Structures; and
- d. Description of the plans or provisions for landscaping or grading, if applicable.

Concurrent with submission of the plans and any other disclosures required by the Architectural Committee with respect to the specific submission of plans, the Owner shall remit payment of any reasonable fee established and uniformly applied by the Architectural Committee and shall notify the Association of the Owner's mailing address.

Section 4. Approvals/Disapprovals. Any approval or disapproval of a requested action by the Architectural Committee shall occur by a majority vote and shall be evidenced in writing (electronic mail shall be sufficient for the purposes of approval without conditions or qualifications). If any application is denied the Architectural Committee shall specify the reasons for such denial. The Architectural Committee may approve an application subject to such conditions and qualifications as the Board of Directors deems appropriate to enforce the architectural provisions of this Declaration. Comments and action of the Architectural Committee will be identically marked on both copies of said submissions. One copy will be returned to applicant and one copy retained as part of the permanent records of the Architectural Committee. Factors to be considered by the Architectural Committee in making its decision may include, but shall not be limited to, the location of the Structure within Lot boundary lines, the quality of construction, size, and suitability for residential purposes of the proposed Structure, the type and exterior of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by the Association. In this regard, the Association intends that the Lots continue to be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Structure shall be exercised by the Architectural Committee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Architectural Committee determines that the proposed Structure will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, after giving due regard for quality style changes to residences and improvements of all of the Lots, the Architectural Committee may refuse approval of the proposed Structure.

Section 5. Time Period to Act. The Architectural Committee shall act upon any request submitted to it within fifteen (15) days after a complete submission thereof in a form acceptable to the

Architectural Committee. Submission of incomplete plans shall not be considered a valid submission triggering the deadline stated above and shall not be recognized by the Architectural Committee or the Board of Directors. Additionally, if any additional information is requested by the Architectural Committee, the approval time may be extended so as to allow for additional information and documentation to be presented to the Architectural Committee. Any failure to respond shall be deemed denial of an application.

Section 6. Rules, Regulations, and Policy Statements. The Architectural Committee may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under the Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The Architectural Committee shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

a. The Architectural Committee shall hold regular meetings as necessary and meetings may be called by any one of the members of the Architectural Committee;

b. A majority of the members of the Architectural Committee present at any meeting shall constitute a quorum; and

c. A copy of all minutes, rules, regulations, and policy statements of the Architectural Committee, if any, shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member at a reasonable cost or shall make such minutes, rules, regulations, and policy statements available to any Member for copying.

Section 7. Expenses of the Architectural Committee. The Architectural Committee may charge an Owner all reasonable fees for the processing of any requests, plans, and specifications, including consultation with a professional. The Association shall pay all ordinary and necessary expenses of the Architectural Committee and the members of the Architectural Committee may be paid a reasonable fee for work performed on the Architectural Committee, which reasonable fee shall be established by the Board of Directors from time to time.

Section 8. Right of Entry. The Association and the Architectural Committee through their authorized officers, employees, and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article without the Association or the Architectural Committee or such officer, employee, or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 9. Liability. No Owner, or combination of Owners, nor other person or persons shall have any right to any action by the Association or the Architectural Committee, or to control, direct or influence the acts of the Association or the Architectural Committee or with respect to any proposed Structure. No responsibility, liability or obligation shall be assumed by or imposed upon the Association or the Architectural Committee by virtue of the authority granted to the Association in this Article IX, or as a result of any act or failure to act by the Association or the Architectural Committee with respect to any proposed Structure.

Section 10. Waiver. The Architectural Committee has the power to waive any requirements set forth in the Declaration, provided, however, that such waiver shall be by a vote of two-thirds or more of the Architectural Committee, or, if approved by a less than two-thirds majority, effective only upon and with majority approval of the Members of the Association present at a duly-held meeting.

ARTICLE X **Other Committees**

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose, including the Architectural Committee, and any Owner or Resident may serve on any such committee.

ARTICLE XI **Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII **Assessments; Reserves**

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice shall be delivered either personally, by U.S. Mail, or by electronic mail, to every Owner subject thereto. The annual assessments shall be payable, in advance, in one (1) annual installment on or before January 31st of each calendar year; provided, however, the Board of Directors may establish a different method of payment upon prior written notice to the Owners. In any one (1) calendar year, the Board of Directors may establish a rate of annual assessment sufficient to provide for the accumulation and/or preservation of reserves equal to no more than fifty percent (50%) of the then-current calendar year operating budget; provided, however, that in no event shall the Board of Directors establish a rate of annual assessment which results in the planned total accumulation of reserves equal to more than 100% of the then-current calendar year operating budget.

In addition to the annual assessment authorized above, the Association, upon a two-thirds (2/3^{rds}) majority affirmative vote of the Board of Directors at a duly-held meeting, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any such special assessment levied by the Board of Directors against each Lot in any fiscal year shall not exceed fifty percent (50%) of the annual assessment levied in the same fiscal year, unless the Members, by a majority affirmative vote of those Members present in person or by proxy at a duly-held meeting, authorize a higher amount.

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the Lot against which the

assessment is made. Any assessment which is not paid when due shall be deemed to be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XIII **Amendment; Conflict**

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of two-thirds (2/3^{rds}) of a quorum of Members present in person or by proxy at a duly-called and duly-held meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV **Indemnification**

The Association shall indemnify and hold harmless each of its Directors and Officers against any and all liability arising out of any acts or the Directors, Officers, committee members, or Board arising out of their status as Directors, Officers, or committee members, unless any such act is a result of gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses including, by way of illustration but not of limitation, attorney's fees and costs reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, Officer, or committee member may be involved by virtue of such person having the status of a Director, Officer, or committee member provided, however, that such indemnity shall not be operative with respect to any matters to which such person shall have been finally adjudged in such action or proceeding to be liable for gross negligence or criminal intent in the performance of his duties.

ARTICLE XV **Miscellaneous**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. These Bylaws amend and restate any previous version(s) of bylaws of the Association and supersede the same in their entirety.

I, Mark Boyer, being the Secretary of the Cedar Grove Homeowners Association, Inc., a Nebraska non-profit corporation, hereby certify:

The foregoing By-Laws, comprising 11 pages, were adopted as the By-Laws of Cedar Grove Homeowners Association, Inc. at a duly called and held meeting on _____, 2015. The By-Laws in effect at present are the same as those adopted on such date by Cedar Grove Homeowners Association, Inc.

Cedar Grove Homeowners Association, Inc., a
Nebraska nonprofit corporation,

By: *Mark Boyer*
Mark Boyer, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

The foregoing was subscribed and sworn to before me, a notary public in and for the State of
Nebraska, by Mark Boyer, known to me to be the Secretary of Cedar Grove Homeowners Association,
Inc., this 29 day of December, 2015.

[Seal]

Linda K. Ruma
Notary Public

State of Nebraska - General Notary
LINDA K. RUMA
My Commission Expires
December 8, 2017