

**ELKHORN HIGHLAND RIDGE HOMEOWNERS' ASSOCIATION  
BYLAWS**

SECTION I  
ASSOCIATION, FORMATION AND PURPOSE

The Elkhorn Highland Ride Homeowner's Association (the "Association") is a Nebraska nonprofit corporation formed pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements of a part of Elkhorn Highland Ridge, a Subdivision in Douglas County, Nebraska, dated September 14, 2004, and recorded with the Douglas County Register of Deeds on September 23, 2004, as Instrument No. 2004125770, Miscellaneous Records, as amended and modified by the First Amendment dated January 17, 2007 and recorded with the Douglas County Register of Deeds on January 18, 2007, as Instrument No. 2007007186, Miscellaneous Records, as amended and modified by the Second Amendment dated June 7, 2007, and recorded with the Douglas County Register of Deeds on June 11, 2007, as Instrument No. 2007065035, Miscellaneous Records, as amended and modified by the Third Amendment dated February 3, 2009, and recorded with the Douglas County Register of Deeds on February 13, 2009 as Instrument No. 2009013047, Miscellaneous Records (as amended the "Declaration") recorded in the Office of the Register of Deeds of Douglas County, Nebraska at Book 2004, Page 125770. The Association shall be empowered to perform all duties and responsibilities delegated to it by the Declaration and that Subdivision Agreement for Elkhorn Highland Ridge dated August 30, 2004, and shall have all the powers granted to nonprofit corporations by the laws of the State of Nebraska (Neb. Rev. Stat. §21-1901 through §21-19,177, as amended).

SECTION II  
OFFICES

A. Registered Office. The registered agent and the registered office shall be located in Douglas County, Nebraska, or such other place as may be designated by these Bylaws or the Articles of Incorporation.

B. Operating Headquarters. The operating headquarters and other offices may be located wherever the Board of Directors may direct or the affairs of the Association may require.

SECTION III  
MEMBERS

Membership Classes. There shall be two classes of membership. These classes shall be designated as follows: regular members and declarant members.

A. Regular Members. Regular Members shall be as follows:

1. Each individual contract purchaser or owner of a residential lot in Elkhorn Highland Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

2. When 2 or more persons are owners of a lot in the Elkhorn Highland Ridge Subdivision, all shall be deemed Members. Provided, however, there shall only be one vote allocated to each lot regardless of the number of owners.

B. Declarant Members. Declarant Members shall be as follows:

1. Declarant Members (hereinafter referred to as Declarant or Declarant Member) shall be Elkhorn Highlands, Inc., a Nebraska corporation, and its successors in interest. Declarant Members participation shall be only as provided herein and as set forth in the Declaration.

C. Meetings. Meetings of the Members shall be held as follows:

1. Annual meetings of the Regular Members shall be held on the second Sunday of October of each calendar year beginning in 2005 at such location as shall be designated by the Board of Directors.

2. Special meetings of the membership may be held upon call by the Board of Directors at such location as may be designated by the Board of Directors.

3. The President, the Vice President, or a substitute shall preside at, and the Secretary or a substitute shall record the minutes of, all meetings of the membership.

4. Members representing at least twenty percent (20%) of the lots and the Declarant Member shall constitute a quorum for any meeting of the Members requiring a vote of the Membership.

5. Unless otherwise required by these Bylaws, the majority vote of a quorum of the Members present, in person or by proxy at any annual meeting or the majority vote of a quorum of the Members present in person or by proxy at any special meeting or responsive to any vote taken by mail shall decide any matter or question voted upon by such members.

D. Action Without Meeting. The Board of Directors may, in place of holding any special meeting of any one or both membership classes, submit any matter or question to and take the vote of such members by mail.

E. Privileges. Members shall be entitled to privileges as follows:

1. Subject to regulations or rules from time to time adopted by the Board of Directors, all Regular Members, Declarant Members, and their respective families and guests shall be entitled as appropriate to enjoy or otherwise to use all common facilities and all common individual services operated or provided by the Association.

2. In like manner, all Regular Members and their respective lots or dwelling units within the limits of the Elkhorn Highland Ridge Subdivision shall be entitled as appropriate to benefit from or otherwise to participate in all common functions and all common non-individual services performed or provided by the Association.

F. Discipline and Enforcement. Members shall be subject to disciplinary and enforcement measures as follows:

1. All members shall be subject to denial in whole or in part of access to, benefit from, or use of all or any facilities, functions, or services, suspension partly or wholly of all or any privileges of membership, or any other disciplinary action directed by the Board of Directors for failure to pay any dues or charges or for any other act or omission detrimental to the affairs of the Association or otherwise improper.

#### SECTION IV DIRECTORS

A. Number and Election. The Board of Directors shall be comprised of directors elected as follows:

1. The affairs of the Association and its assets and other property shall be managed by a Board of five (5) directors who shall be required to be Members, all of whom shall be elected by the Regular Members and Declarant Members from among individuals nominated by the Nominating Committee or by themselves or any Regular Member or Regular Members not less than ten days before such meeting. All directors shall be elected annually at each annual meeting for a term of one year after election, and may succeed themselves in office. Except as limited by these Bylaws and the Declaration, the Directors shall exercise all powers and authority granted nonprofit corporations by law (Neb. Rev. Stat. §21-1928, as amended), such powers shall specifically include the power to borrow money at such rates and upon such terms as the Directors may deem appropriate and to pledge the assets of the Association (including dues, assessments and other charges) to finance capital expenditures approved by the Board of Directors and/or the Members as herein provided, and to fund operations of the Association.

2. A designee appointed by the Declarant Member shall serve as an ex officio member of the Board of Directors until such time as one hundred percent (100%) of the lots in the Elkhorn Highland Ridge Subdivision have been sold, unless Declarant declines to designate a member to the Board of Directors.

3. In the election of directors, each Regular Member shall be entitled to cast in person or by proxy as many votes (subject to Section 3A, paragraph 2 hereof) cumulatively or otherwise for each such membership held as there are directors to be elected and shall be entitled on any other matter or question voted upon by such members to cast in person or by proxy one vote for each such membership held, and each Declarant Member shall be entitled on any matter or question submitted by the Board of Directors to be voted upon by such members, to cast in

person or by proxy one vote for each lot held by such Declarant Member.

B. Vacancies. The office of director shall be vacated and filled as follows:

1. The office of any director except Declarant Member's designee shall be vacated forthwith upon the first occurring of the death of such director, the failure of such director without excuse to attend any three consecutive meetings of the Board of Directors, the removal of such director from office by a four-fifths vote of the Board of Directors either for or without cause or the resignation of such director. No director shall be removed from office without the consent of the Declarant Member.

2. Any vacancy among the directors may be filled by appointment by the remaining director or directors or, if there is none, by election by the Regular Members for the unexpired term of office.

C. Meetings. Meetings of the Board of Directors shall be held as follows:

1. Annual meetings of the Board of Directors shall be held immediately following annual meetings of the Regular Members.

2. Special meetings of the Board of Directors shall be held immediately following annual meetings of the Regular Members.

3. The Chairman or a substitute shall preside at, and the Secretary or a substitute shall record the minutes of all meetings of the Board of Directors.

4. A majority of the directors and Declarant Member shall constitute a quorum for any meeting of the Board of Directors.

5. Each director, including Declarant Member, shall be entitled on any matter or question voted upon to cast in person one vote.

6. Unless otherwise required by these Bylaws, the majority vote of the entire number of directors present at any meeting of the Board of Directors shall decide any matter or question voted upon by the directors.

7. Members of the Board of Directors or any committee appointed by the Board of Directors may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

8. Notice of the date, time and place of special meetings shall be mailed to each director at his or her last known address at least two (2) days prior to the date of holding these meetings. Any director may waive notice of any meeting. The attendance of a director at a

meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

D. Action Without Meeting. The Board of Directors, may, in place of holding any meeting, by unanimous written consent dispose of any matter or question.

E. Chairman. The Chairman of the Board of Directors shall be elected at each annual meeting from among the Directors and shall have the powers and rights and be charged with the duties and obligations usually vested in or appurtenant to such office or from time to time directed by the Board of Directors.

F. Design Review Committee. There shall be a Design Review Committee of the Board of Directors as follows:

1. The Chairman shall designate and from time to time replace members of or fill any vacancy in membership on a Design Review Committee comprised of three directors. The Design Review Committee may engage professional architectural and any other appropriate, convenient, or necessary advisors.

2. Subject to the rights of Declarant and all requirements as set forth in the Declaration and regulations or rules from time to time adopted by it, the Design Review Committee shall consider preliminary plans, sketches, or specifications, plot plans and or other provisional data for all buildings, other structures, or additions thereto or modifications thereof subject to architectural approval of or control by the Association and confer with advisors, representatives, or others concerned with such control and shall, after payment of a reasonable fee for its costs and within thirty days after receipt of two sets of final plans and specifications, including site plan, disclosing so far as relevant the color, elevation, height, kind, location, materials, nature, shape and size of any proposed building or structure, approve or disapprove them as to harmony of external design and location in relation to surroundings, topography, and other relevant architectural factors of concern to the Association and thereupon issue a certificate of approval of such plans and specifications or a statement of the specific grounds for their disapproval; and any such final plans and specifications so disapproved may be revised and resubmitted for consideration.

3. In the absence of timely approval or disapproval of any such final plans and specifications, such plans shall be deemed to be approved as received by the Design Review Committee; but neither the approval nor disapproval thereof shall constitute any guaranty, warranty, or other representation by the Association as to the feasibility, practicability, or structural or other soundness or suitability of any such final plans or specifications or any such proposed building or structure. Provided further, that neither the approval nor disapproval of any such final plans shall relieve a Member from the obligation to comply with the Declaration in all respects.

4. Subject to regulations or rules from time to time adopted by it, the Design Review Committee shall consider requests for partial or whole waivers of application of any covenant or easement subject to such waiver by the Association and may issue a permit granting any such request to the extent consistent with relevant architectural factors of concern to the Association. Subject to the rights of Declarant set forth in Section IV, F5 below, no provision of the Declaration may be waived without approval of one hundred percent (100%) of the Members and Declarant.

5. Until such time as all lots are sold, or until Declarant otherwise relinquishes the authority granted to it under the Declaration, all final approval of Design Review Committee shall be vested in Declarant. No provision of the Declaration may be waived without the approval of Declarant. So long as Declarant is the owner of at least twelve lots, it may waive any provision of the Declaration without approval of the Members.

G. Nominating Committee. There shall be a Nominating Committee of the Board of Directors as follows:

1. The Chairman shall annually designate a Nominating Committee comprised of three directors.

2. Subject to regulation or rules from time to time adopted by it, the Nominating Committee shall consider prospective nominees for director and receive recommendations from other directors and from Regular Members and at each annual meeting of the Regular Members when any director is to be elected report the name or names of at least one individual or individuals nominated for each vacancy among the directors.

H. Committees. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, appoint an executive committee and one or more other committees, each committee to consist of two or more directors of the Association, which committees shall, to the extent permitted by law, have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Association as shall be delegated to them.

I. Fees and Expenses. The directors shall serve without remuneration for their services, but the Board of Directors may provide for the reimbursement of expenses incurred by them.

## SECTION V OFFICERS, AGENTS AND EMPLOYEES

A. Officers. Officers shall be appointed or elected as follows:

1. The principal officers shall be a president, a vice-president, a secretary, and a treasurer, who shall not be required to be directors, who shall be elected annually by the Board of Directors at each annual meeting from among the Regular Members for a term of office of one year, and who may succeed themselves in office.

2. The Board of Directors may from time to time appoint, discharge, engage, or remove subordinate officers or assistants to the principal officers found to be appropriate, convenient, or necessary for management of the affairs of the Association.

3. The officers shall have the powers and rights and be charged with the duties and obligations usually vested in or appurtenant to such offices or from time to time directed by the Board of Directors.

B. Vacancies. The office of any principal officer shall be vacated and filled as follows:

1. Any officer may be removed from office at any time by a majority vote of the Board of Directors either for or without cause.

2. Any vacancy among the officers may be filled by appointment by the Board of Directors from among the Regular and Special Members for the unexpired term of office.

C. Agents and Employees. The officers may from time to time appoint, discharge, engage, or remove additional agents and employees found to be appropriate, convenient, or necessary for management of the affairs of the Association.

D. Fees, Expenses and Wages. The officers shall serve without remuneration for their services but shall be reimbursed for expenses incurred by them, and the Board of Directors may from time to time fix the wages and other compensation paid any agent or employee.

## SECTION VI DUES AND OTHER FINANCIAL MATTERS

A. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each calendar year and end on December 31 of that calendar year unless otherwise directed by the Board of Directors.

B. Annual Budget. Before each fiscal year, the Board of Directors, including Declarant, shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations of the Association for such fiscal year.

C. Dues. Annual assessments shall be ascertained and collected as follows:

1. The initial annual assessment shall be the sum of Zero Dollars (\$0.00) payable annually. The Board of Directors shall develop a budget for each year during December of the year preceding the beginning of the fiscal year. Such budget shall be based upon projected cost to fulfill all obligations of the Association pursuant to the Declaration and these Bylaws. The total budget shall be divided by the total number of residential lots in the Elkhorn Highland Ridge Subdivision rounded to the next highest Ten Dollars (\$10.00) and assessed against each lot. Such assessment shall be determined and fixed annually as herein provided. Provided, however, so

long as Declarant owns any lot, it will not pay annual assessments for such lots but will be fully responsible for all maintenance responsibilities delegated to the Association in Declaration of Covenants, Conditions, Restrictions and Easements. So long as Declarant is responsible for such maintenance, the Association shall pay to it all annual assessments collected for such purposes. The annual assessment shall be due and payable to the Association from contract purchasers or owners or jointly and severally from all the contract purchasers or owners of each lot on January 1 of each year and shall become delinquent if not paid within thirty (30) days thereafter. Such annual assessment shall constitute until paid a continuing charge against and lien upon such lot. Upon filing a Notice of Lien with the Register of Deeds of Douglas County, Nebraska, such lien shall be subject to foreclosure in the same manner as a mortgage is foreclosed. Such Notice of Lien shall be acknowledged by Declarant or an officer of the Association and shall set forth the name(s) of the record owner(s) of the Lot, the amount of the lien and the legal description of the Lot against which the lien has attached. A copy of the Notice of Lien shall be mailed (Certified Mail Return Receipt Requested) to the record owner(s) of the Lot at the Lot address.

D. Apportionment. Dues and charges shall be subject to apportionment as follows: Dues and charges shall be due on January 1 of each year. Such annual dues and charges shall be prorated to the date of closing of the sale of any lot which occurs at any time after January 1. The prorated dues and charges shall be due at closing.

E. Deposits, Checks and Loans. Funds shall be deposited and withdrawn and additional funds borrowed as follows:

1. Funds and money of the Association may, from time to time, be deposited by the officers, agents and employees in any depository or depositories located in Nebraska or wherever directed by the Board of Directors.

2. All checks, drafts or other orders upon the Association shall be signed by the Treasurer or any one or more other officers, agents or employees directed by the Board of Directors.

3. The Chairman or any one or more other officers directed by the Board of Directors may negotiate and consummate for the Association all arrangements appropriate, convenient or necessary for any loan to it.

F. Capital Improvement and Extraordinary Expense. Capital improvements and extraordinary expenses shall be limited as follows:

1. General capital improvements and extraordinary general expenses of the Association financed by dues, charges, loans or otherwise of more than the total sum of Five Thousand Dollars for any one fiscal year shall be undertaken only when no one person holds more than one-fourth of the entire number of memberships of Regular Members and upon recommendation of the Board of Directors accepted by a three-quarters vote of the entire number of memberships of Regular Members present in person or by proxy at any annual or special meeting or responsive to a vote thereon by mail. The Board of Directors shall submit the question



to the Members together with a plan for the financing of the capital improvement or extraordinary general expense and a projected schedule of assessment of such amount against the Lots.

2. The cost of such capital improvement may be assessed against each lot on a prorated basis in such manner as the Board of Directors may determine. Any such assessment shall be a lien upon and continuing charge against each lot.

G. Indemnification. Every director and officer shall be entitled during and after the term of office to be fully indemnified by exoneration, reimbursement, or otherwise, and to be defended and otherwise saved harmless from all liability, including court costs and legal fees for any matter connected with service as a director or officer in the performance of duty to the Association.

## SECTION VII INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYERS 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 acted in good faith and in a manner he 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 Association, 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 VII 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 VII 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 Bylaws.

### SECTION VIII RECORDS

A. Books, Records and Reports. The books and records of the Association shall be maintained at the registered office or wherever directed by the Board of Directors, and the officers shall, at each annual meeting of the Regular Members and when otherwise called for at any meeting of the Board of Directors, present a clear and full report of the condition of the affairs of the Association.

### SECTION IX NOTICES AND STATEMENTS

A. Notice for Meeting of Members. Not less than twenty nor more than thirty days next preceding any annual or special meeting of the Regular Members and special meeting of one or both of the membership classes, each such member shall be given by mail sent to the address of such member as last recorded with the Secretary, a written notice of the time, place and general purpose of each such meeting.

B. Statement of Dues, Charges, or Other Matters. Not less than twenty nor more than thirty days next preceding the day for action thereon by any member or membership class, each such member therewith concerned shall be given by mail sent to the address of such member last recorded with the Secretary, a written notice or statement of any dues or charges, cancellation of membership, disciplinary action, recommendation of the Board of Directors to amend the Articles of Incorporation or these Bylaws, to extend, modify, or terminate all or any part of the Declaration applicable to all real property included in membership, to increase the standard dues, to undertake excess general capital improvements or extraordinary general expenses, or to dispose of any interest in real property, or any other matter or question submitted to the vote of such members or membership class taken by mail.

C. Notice for Meeting of Directors. Not less than three nor more than thirty days next preceding any annual or special meeting of the Board of Directors, each director shall have actual knowledge or be given by mail or otherwise a written notice of the time, place, and general purpose of such meeting.

D. Waiver. Any notice required by applicable law, the Articles of Incorporation, or these Bylaws shall be waived as to any meeting by the presence of any person entitled to such notice in person or by proxy at such meeting and may be waived at any time as to any meeting or any other matter or question by an oral or written waiver by any person entitled to such notice; and any such waiver, however, and whenever made, shall be fully equivalent to the due and timely giving of such notice.

SECTION X  
ADOPTION, AMENDMENT AND DECLARATION

A. Adoption of Bylaws. These Bylaws shall take effect forthwith upon their adoption by the Board of Directors.

B. Amendment of Articles of Incorporation and Bylaws. The Articles of Incorporation and these Bylaws may be amended as follows:

1. The Articles of Incorporation may from time to time, be altered, amended or revoked by the unanimous agreement or consent of the Board of Directors or by an affirmative vote of two-thirds (2/3rds) of the entire number of Regular Members. So long as Declarant retains any ownership of any Lot or any rights under the Articles of Incorporation, these Bylaws or the Declaration, the Declarant must concur in all alterations, amendments or revocations of the Articles of Incorporation.

2. These Bylaws may from time to time, be altered, amended or revoked by the unanimous agreement or consent of the Board of Directors. So long as Declarant retains any ownership of any Lot or any rights under the Articles of Incorporation, these Bylaws or the Declaration, the Declarant must concur in all alterations, amendments or revocation of these Bylaws.

3. In the event there is any discrepancy, inconsistency, or disagreement between the language of Articles of Incorporation, these Bylaws and the Declaration, the Declaration shall control.

Dated: September \_\_, 2023.

---

---

---

---

---