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## DECLARATION OF HOMEOWNERS ASSOCIATION

**THESE DECLARATIONS**, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant",

### WITNESSETH:

**WHEREAS**, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

Lots 1 through 14 and Outlot A, of Country Club Hills, a subdivision located in Douglas County, Nebraska,

**WHEREAS**, Declarant desires to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

**NOW, THEREFORE**, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

**SECTION 1. "ASSOCIATION"** shall mean and refer to Country Club Hills Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

**SECTION 2. "OWNER"** shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

**SECTION 3. "PROPERTIES"** shall mean and refer to:

Lots 1 through 14, inclusive, of Country Club Hills, a subdivision located in Douglas County, Nebraska,

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**SECTION 4. "LOT"** shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties with exception of Outlot A.

**SECTION 5. "IMPROVED LOT"** shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling the construction of which shall be at least 80% completed according to the plans and specifications for construction of said dwelling.

**SECTION 6. "ASSESSABLE LOT"** shall mean and refer to any Improved Lot which the Board of Directors of the Association determines is entitled to the benefits for which assessments are levied by the Association as provided in this instrument.

**SECTION 7. "DECLARANT"** shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

**SECTION 8. "COMMON AREA"** shall mean and refer to Outlot A, Country Club Hills, which is owned by the Association.

## **ARTICLE II PROPERTY RIGHTS**

**SECTION 1. VOTING RIGHTS.** The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members or such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

**SECTION 2. PARKING RIGHTS.** Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

**SECTION 1.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

**SECTION 2.** Members holding 1/10th of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

**SECTION 3.** The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

**CLASS A:** Class A Members shall be all Owners, including the Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

**CLASS B:** Class B Members shall be the Declarant or its successors and assigns which shall be entitled to three votes for each Lot owned by the Declarant or his successors or assigns (in addition to Declarants number of votes as a Class A member). The Class B membership shall terminate (with the Declarant or its successors and assigns then still entitled to one vote for each Lot owned by the Declarant or his successors and assigns as a Class A member) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2023.

#### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Declarant hereby covenants for each Improved Lot and for each Owner of any Improved Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association;

- (1) Special assessments for capital improvements, and
- (2) Monthly assessments for exterior maintenance and other operational expenses with respect to each Assessable Lot as deemed necessary by the Association, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment shall be made. Each such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

**SECTION 2. PURPOSES OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties for the ownership, maintenance, construction, reconstruction and repair of the Common Area and the roadway, utilities and improvements within the Common Area for The Fire Ridge Club dues as set forth in Article II hereof, and other matters as more fully set out in Article V herein.

**SECTION 3. MONTHLY ASSESSMENTS.** The Board of Directors shall have the authority to levy and assess from time to time against an Assessable Lot any monthly maintenance Assessment for the purpose of meeting the requirements of Section 1 of Article V herein for exterior maintenance.

**SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.** The Association may levy special assessments from time to time against an Improved Lot for the purpose of meeting the requirements of Section 2 of Article V herein for the costs of any construction, reconstruction, repair or replacement of any capital improvements on or within the Common Area, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership, who shall vote in person or by proxy at a meeting duly called for such purpose.

**SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 1.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership 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 such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

**SECTION 6. RATE OF ASSESSMENT.** The Association Monthly Assessments shall be paid prorata by the Owners of all Improved Lots based upon the total number of Assessable Lots; provided, however, the Board of Directors of the Association may equitably adjust such prorations if it determines that certain Assessable Lots on which all of the improvements are not yet completed do not receive all of the benefits for which such assessments are levied. The monthly assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Assessable Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Assessable Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Assessable Lot have been paid. A properly executed certificate of the Association as to the status of assessments, on a particular Assessable Lot shall be binding upon the Association as of the date of its issue by the Association.

**SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen percent (16%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

**SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this

provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

**ARTICLE V  
HOMEOWNERS' ASSOCIATION**

**SECTION 1. THE ASSOCIATION.** Declarant has caused or will cause the incorporation of Country Club Hills Homeowners Association, a Nebraska not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Lots 1-14 Country Club Hills, including:

- (a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Outlot for the general use, benefit and enjoyment of the Member. Common Facilities may include dedicated and nondedicated roads, and green areas (including landscaping); for Country Club Hills. Common Facilities may be situated on property owned or leased by the Association, within the Country Club Hills, on private property subject to an easement in favor of the Association, or on public property.
- (b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facilities.
- (d) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Lots 1-14 Country Club Hills; and the protection and maintenance of the residential character of the Country Club Hills.

**SECTION 2. MEMBERSHIP AND VOTING.** Country Club Hills is divided into 14 residential lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot. The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

Declarant anticipates that additional phases of Country Club Hills may be developed by Declarant or other developers. From time to time, without the consent or approval

of an Owner or Member, the Association may, with Declarant's approval, be expanded to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a phase of the Country Club Hills. Such expansion(s) may be effected from time to time by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"), provided that if the Subsequent Phase Declaration is recorded by a person or entity other than Declarant, the inclusion of additional residential lots in the Association must be approved by Declarant. Upon the recordation of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article, and the owners of the additional residential Improved Lots shall be members of the Association with all rights, privileges and obligations accorded or accruing to members of the Association.

**SECTION 3. PURPOSES AND RESPONSIBILITIES.** The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- (a) The acquisition, development, maintenance, repair, replacement, operation and administration of the Common Area and Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- (b) The landscaping, mowing, watering, repair and replacement of public property and improvements on public property, and Outlot within or near Country Club Hills.
- (c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- (d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- (e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- (f) 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.
- (g) 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.

- (h) 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.
- (i) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- (j) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

**SECTION 4. MANDATORY DUTIES OF THE ASSOCIATION.** The Association shall:

- (a) Maintain and repair the signs which have or will be installed by Declarant in good repair and neat condition;
- (b) Maintain, repair, and replace as necessary all fences and trees, shrubs, and other natural barriers and green areas constructed on the Outlot so that such are in good repair and neat condition;
- (c) In the event any Owner of a Lot shall fail to perform and fulfill his obligations and responsibilities under this Declaration, and if such failure continues for thirty (30) days after written notice to the Owner from the Association, the Association shall perform or have performed such obligation or responsibility. If the Association undertakes to perform or have performed the responsibilities of the Owner, the cost of such performance plus a fifteen percent (15%) administrative charge shall be assessed against the Owner, and the Owner shall be obligated to promptly pay such sums to the Association. Assessment of such costs shall be made by written demand from the Association for payment by the Owner. If such assessment is not paid within thirty (30) days after written demand from the Association, such assessment shall constitute a lien on the Lot, which lien shall attach, have the priority and be enforceable by the Association in the same manner as liens for assessments and dues as provided in this Article II.

**SECTION 5. IMPOSITION OF DUES AND ASSESSMENTS.** The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessment") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the time and in the manner prescribed by the Board.

**SECTION 6. ABATEMENT OF DUES AND ASSESSMENTS.** Notwithstanding any other provision of the Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of the any Lot during the period of such Lot is owned by the Declarant.



**SECTION 7. LIENS AND PERSONAL OBLIGATIONS FOR DUES AND ASSESSMENTS.** The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

**SECTION 8. PURPOSE OF DUES.** The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

**SECTION 9. MAXIMUM ANNUAL DUES** Unless excess dues have been authorized by the members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

- (a) To be determined.
- (b) In each calendar year beginning on January 1, 2013, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

**SECTION 10. ASSESSMENTS FOR EXTRAORDINARY COSTS** In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to be determined.

**SECTION 11. EXCESS DUES AND ASSESSMENTS** With the approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

**SECTION 12. UNIFORM RATE OF ASSESSMENT** Except for assessments as provided in Article III, Section 4, Subparagraph ©, assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 6, above.

**SECTION 13. CERTIFICATE AS TO DUES AND ASSESSMENTS** The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of

the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

**SECTION 14. EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION** Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

**SECTION 15. SUBORDINATION OF THE LIEN TO MORTGAGES** The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

## **ARTICLE VI INSURANCE**

The Association may purchase and provide insurance of the type(s) and in the amounts that the Board of Directors deem necessary.

## **ARTICLE VII ACCESS TO LOTS**

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

## **ARTICLE VIII GENERAL PROVISIONS**

**SECTION 1. ENFORCEMENT** The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

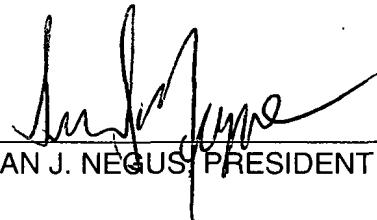
**SECTION 2. SEVERABILITY** Invalidation of any one or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

**SECTION 3. AMENDMENT** These Declarations and Country Club Hills covenants may be amended at any time during the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by the Owners of not less than eighty-five percent (85%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy percent (70%) of the Lots then covered by these Declarations. The Declarant shall have the right to amend these Declaration for any reason during the initial term of five (5) years from the date these Declarations are recorded.

**SECTION 4. TERM** These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarartions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, have executed these Declarations of Covenants, Conditions and Restrictions this 22nd day of April, 2013.

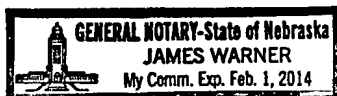
**OAK POINT PROPERTIES, INC.,  
A NEBRASKA CORPORATION**

BY:   
SEAN J. NEGUS, PRESIDENT

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA     )  
  )    ss.  
COUNTY OF DOUGLAS    )

THE FOREGOING CONSENT TO AND RATIFICATION OF PLAT WAS ACKNOWLEDGED BEFORE ME THIS 22ND DAY OF APRIL, 2013, BY SEAN J. NEGUS, PRESIDENT OF OAK POINT PROPERTIES, INC., A NEBRASKA CORPORATION, ON BEHALF OF SAID CORPORATION.



  
NOTARY PUBLIC

Return to: Thompson, Dreessen & Dorner, Inc.  
10836 Old Mill Road  
Omaha, NE 68154  
TD2 No.: 1653-135