



MISC 2006104150



SEP 11 2006 09:47 P 30

Filed: AS RECEIVED

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/11/2006 09:47:31.05



2006104150

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

4 misc
30/ FEE 159.00 FB M1-25754
18 BKP C/O COMP *g*
DEL SCAN FV

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR MISSION PINES, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by members of the MISSION PINES HOMEOWNERS' ASSOCIATION, INC., a Nebraska corporation. The Mission Pines Homeowners' Association, Inc. shall be termed the "Declarant" unless otherwise specified.

PRELIMINARY STATEMENT

The members of the Declarant are the owners of certain real property located within Douglas County, Nebraska and described as follows:

That part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 9, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, consisting of Lots 1 through 18, inclusive of Mission Pines, as surveyed, platted and recorded

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The members of the Declarant desire to provide for the preservation of the values and amenities of Mission Pines, for the maintenance of the character and residential integrity of Mission Pines and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Mission Pines.

NOW, THEREFORE, the members of the Declarant hereby declare that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot, is and shall be subject to all and each of the following conditions and other terms.

ARTICLE I

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or its successors or assigns, for use in connection with a Common Facility.

2. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, pool house, flag pole, solar heating or cooling device, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for improvements which have been approved in writing by Declarant (and

the Association or its Board may appoint an architectural control committee to perform these functions) as follows:

A. Any residence on a Lot shall be constructed only in accordance with the character and harmony of Mission Pines.

B. An owner desiring to erect any Improvement, other than a residence in conformance with Section 2.A above, shall deliver two sets of all construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as "Other Improvement Plans"). Other Improvement Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the Other Improvement Plans, Owner shall notify the Declarant of the Owner's mailing address.

C. Declarant shall review all Other Improvement Plans in relation to 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 for Mission Pines. In this regard, Declarant intends that all Lots shall be developed as a residential community with homes and all Improvements constructed of high quality materials, and of compatible design. The decision to approve or refuse approval of any proposed Improvement shall be exercised by Declarant to promote development of Mission Pines and to protect the values, character and residential quality of all Lots. If Declarant determines that a proposed Improvement will not protect and enhance the integrity and character of Mission Pines and the neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

D. Written approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner with Owner's submission of Other Improvement Plans. Such approval shall be mailed, if at all, within thirty (30) days after the date of submission of the Other Improvement Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

E. No Lot Owner, or combination of Lot Owners, or other person or persons, shall have any right to expect, demand or require any action by Declarant; nor to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Declaration of Covenants, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one single family dwelling conforming to the harmony and character of Mission Pines. No residence shall exceed one and one-half stories in height. All exterior sides shall side with primed "Woodsman" masonite eight (8) inch lap hardboard siding with masonite trimcraft corners. Front gables shall be sided with "Shakertown" cedar panels. Soffits and fascia shall be finished with primed "Woodsman" masonite hardwood. All exterior doors shall be Therma Tru with clad frames. Garage doors shall be of insulated steel, with wood frames, and equipped with a 710 series "Overhead" door opening system. All windows shall be Pella Pro Line," with clad exteriors. All materials used on any Lot or Improvement shall be of an equal or greater quality to the specific materials set forth in this Declaration. Any other material must be of as high a quality and approved by the Declarant.

4. All exposed foundation walls must be painted to match the siding of the structure. Exterior colors for residences and all other Improvements are restricted to those colors consistent with the harmony and character of Mission Pines. All driveways shall be constructed of concrete. All foundations shall be constructed of eight inch (8") dry block or eight inch (8") poured concrete. Exterior fireplace chimneys shall be covered with "Woodsmen" masonite eight (8) inch lap siding below the soffit line and painted to match the siding on the building. All fireplaces shall be direct vent gas units. Unless other materials are specifically approved by Declarant, the roof of residence and all Improvements shall be covered with asphalt "Heritage" 30 year shingles.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any Lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Provided, however, the foregoing shall not apply to business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna of any sort shall be permitted on any Lot unless approved by Declarant. No tree houses, tool sheds, windmills, or similar structures shall be permitted on any Lot without written consent of Declarant.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building materials, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinance.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored on permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. All exterior lighting not installed by the Declarant must be approved in writing by the Declarant prior to installation.

11. No swimming pool may extend more than one foot above ground level.

12. No fence shall be permitted on any Lot unless such fence is required by state or local law for enclosing a swimming pool or except as approved in writing by Declarant. All such swimming pool enclosures shall conform to all requirements set forth in applicable zoning ordinances, building code, and other state and local law, including but not limited to, requirements for height, ingress and egress, and structural design. In no case may such fence extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wrought iron or wood. All retaining walls shall be constructed of wooden ties. No such fence shall be of concrete block, or of the chain link or wire types.

13. All residential dwellings shall be constructed by an approved builder and any other approved Improvements shall be completed within one (1) year from the date of commencement. No excavation dirt resulting from construction of such approved Improvements shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot, unless such change in grade or contour is first approved in writing by Declarant.

14. A public sidewalk, if required by municipal code, shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. All sidewalk junctions at street corners shall be constructed in an arc/curved manner rather than meeting at an angle. The sidewalk shall be placed five (5) feet back of the street curb line. Sidewalk connections for pedestrian access across a street shall be "flush" with the street at all connecting points in order to provide accessibility for wheelchairs, strollers, etc. Sidewalks shall be constructed on each Lot by the Declarant at the time of construction of the residential dwelling on the Lot. The Owner of the Lot shall be responsible for maintenance and repairs to all sidewalks placed on such Lot. Any repairs or replacement by a Lot Owner of all or any portion of the sidewalk shall comply with this Section 14, unless such is superseded by the requirements of the municipal authority. Any front walk installed by a Lot Owner shall be four (4) feet wide by four (4) inches thick. Any stoop shall be five (5) inches thick. Any patio shall be ten (10) feet by fourteen (14) feet, and four (4) inches thick. All such front walks, stoops and patio shall be texture finished concrete.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete, four (4) inches thick, and texture finished. No asphalt overlay of driveway approaches will be permitted.

16. All decks shall be constructed with cedar decking and railings. The railing shall have six (6) inch by six (6) inch posts, with two (2) inch by six (6) inch top railings, two (2) inch by four (4) inch top and bottom support rail, and two (2) by two (2) inch ballisters. All steps connecting to the deck shall be wooden, and fitted with railing of the same design as the deck. Decks shall be covered. Any deck additions must be approved in writing by Declarant prior to construction.

Railings of any front porch shall have forty-two (42) inch high cultured sione columns, sixteen inches by sixteen inches (16" x 16") in size, with six inch by six inch (6" x 6") top post, two inch by six inch (2" x 6") top railings, two inch by four inch (2" x 4") top and bottom support rails, and two inch by two inch (2" x 2") ballisters. All front porch railings shall be painted to match the house siding color.

Any Lot Owner desiring to install screen on or around the deck, porch, patio, or other Improvement, shall first obtain written approval of the Declarant provided in Section 2 above.

Any deviations from paragraph 16 must be approved by the Declarant.

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected and placed or permitted to remain on any Lot, including, without limitation, dog houses. No dog runs or kennels of any kind shall be allowed in Mission Pines. No exotic pets, livestock or agricultural-type animals shall be allowed in Mission Pines, including pot-bellied pigs.

18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view.

19. No grass, weed or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance of the Lot or Mission Pines area. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. On each Lot, the residence, structures and other Improvements shall be maintained in a neat, orderly and safe condition by the Owner of such Lot at all times. Exterior finishes or all structures, including the residence, shall not be permitted to remain in a chipped or peeling condition. The Owner of such Lot shall at all times maintain all sidewalks and other "public" Improvements upon such Lot in a safe and clean condition, free of any obstructions, trash, or other materials. In the event any Owner shall fail to so maintain any Lot, the Declarant may notify the Owner that the Lot, residence, or Improvements on the Lot require repair or renovation and shall provide specific requirements to such owner for such repair or renovation. All such notices shall be in writing and issued to the Owner of any such Lot either in person or via certified U.S. mail, postage prepaid. Except for removal of trash or other obstructions, the Owner shall have 30 days after receipt of such notice in which to complete all such repairs and renovations set forth in the notice. In the event the Owner is unable to complete the necessary repairs and renovations within such 30 days in spite of Owner's good faith offer to do so, the Owner may request an extension from the Declarant. Such extension shall not exceed 90 days, and shall not be unreasonably denied by the Declarant. Trash or obstructions on sidewalks must be removed within twenty-four (24) hours of the Owner's receipt of notice.

Should any Owner fail to comply with a written notice, the Declarant may take such actions as it deems reasonably necessary to restore the Lot, residence and all improvements and landscaping to a neat and orderly condition. All costs incurred by the Declarant shall become an assessment against the Lot and shall become the obligation of the Owner. Any such assessment shall be made as set forth in Article III, Section 5 below, and shall become a lien upon the Lot and its Improvements as set forth in Article III, Section 7 below.

21. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

22. No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Mission Pines to any Lot without the written approval of Declarant.

23. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

24. Declarant does hereby reserve unto itself the right to install, or require the installation of siltation fences, or erosion control devices, or any other measures, in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE III

ENTRANCE MARKERS AND BOUNDARY FENCES

1. Declarant may construct a boundary fence around the perimeter of Mission Pines. Declarant may also construct Entrance Monuments on Lots 1 and/or 18.

2. In either event, Declarant may declare all affected Lots subject to a permanent and exclusive right and easement in favor of Declarant and the to maintain, repair and replace the Entrance Monuments and/or Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant or the Association may come upon any of the affected lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Boundary Fence or Entrance Monuments.

ARTICLE IV

HOMEOWNERS' ASSOCIATION

1. The Association. The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members (as defined in Section 2 below). Common Facilities shall include the cul-de-sac median, signs and entrances for Mission Pines. Common Facilities may be situated on property owned or leased by the Association, on public property, or on private property subject to an easement in favor of the Association.

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 the use of the Common Facilities by Members, their families, their guests, and/or by other persons.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Mission Pines and the protection and maintenance of the residential character of Mission Pines.

D. All Lot Owners are required to maintain the trees and shrubbery on their Lots in a neat and healthy condition. In the event any Lot Owner fails to maintain the trees or shrubbery on such Lot, the Declarant or the Association shall notify the Lot Owner in writing to correct such failure. If the Lot Owner fails to do so within thirty (30) days from receipt of such notice, the Declarant or the Association shall have the right to enter upon the Lot and to take all actions necessary to restore the Lot to an acceptable condition. All costs incurred by the Declarant or the Association under this section shall be assessed against the Lot (as set forth in Section 5 below), and paid by the Lot Owner in full within thirty (30) days of receipt of an invoice from the Declarant or the Association. All assessed amounts not so paid shall become a lien upon the Lot and its Improvements (as set forth in Section 7 below).

E. The Declarant shall be responsible for contracting for trash removal services if such services are not provided by the City of Omaha. Each Lot Owner is responsible for placing trash containers and recycling containers at the curb for pick up. Containers shall be placed at the curb no earlier than 6:00 PM. the evening before pick by the contractor, and shall be removed from the curb no later than 10:00 PM. the day of pick-up. The Association may vote to suspend any and all services under this paragraph.

F. Snow removal will be made available by the Association for snowfall accumulations in excess of two (2) inches. Lawn services for each Lot will be made available by the Association including lawn mowing and trimming, fertilization, aeration as needed, sidewalk edging two (2) times per year, trimming bushes and hedges two (2) times per year, spring and fall lawn preparation, including removal of leaves and yard waste. Lawn services do not include pruning of trees, or pest control. Each Lot's sprinkler system may be set on a schedule by the Declarant. The Declarant will notify each Lot owner on an annual basis of the estimated cost to provide these services. Each Lot owner may elect in writing to have the Association perform these services. Once the individual Lot owners elect in writing, they shall be bound to pay for these services for a one year period.

2. Membership and Voting. The "Owner" of each Lot shall be a Member of this Association. The Association shall include further phases of Mission Pines as may be developed by Declarant. 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 a 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. All matters presented for a vote before the Members shall be decided by a simple majority of all Members.

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 Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The fixing, levying, collecting, abatement, and enforcement of all charges, dues or assessments made pursuant to the terms of this Declaration.

C. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment of purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.

D. The exercise of all of the powers and privileges, and the performance of all the duties and obligations of the Association as set forth in this 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 and 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. 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. Review and assessment of the Lots, including, but not limited to, maintenance and repair of landscaping, structures, exterior finishes, and Improvements. Such review may be at the request of any Member of the Association or upon the recommendation of any Director of the Association. All decisions of the Board of Directors of the Association shall be final.

4. Mandatory Duties of Association. The Association shall maintain and repair any median, boundary fence, entrance monuments, and common area signs in generally good and neat condition.

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 assessments") 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 times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this 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 any Lot during the period such Lot is owned by Declarant. Lots owned by Declarant shall not be subject to imposition of dues, assessments or Association liens.

7. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, 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.

8. Purposes 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 Sections 3 and 4 of this Article.

9. Maximum Annual Dues. Dues shall be paid monthly to the Association, no later than the 5th day of each month. Unless excess dues have been authorized by the Members in accordance with Section 11 below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

- A. Two Hundred Forty and no/100 Dollars (\$240.00) per Lot.
- B. In each calendar year beginning on January 1, 2007, One Hundred Twenty-Five Percent (125%) of the aggregate dues charged in the previous calendar year.
- C. The provisions in Article IV, Section 1,F shall be in addition to this paragraph 9.

10. Assessments and 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, legal fees, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments, for extraordinary costs covered by this section only, in any calendar year shall be limited in amount to One Thousand and no/100 Dollars (\$1,000.00) per Lot. All other assessments to any Lot shall be in addition to those covered by this section.

11. Excess Dues and Assessments. With the approval of seventy percent (70%) 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.

12. Uniform Rate of Assessment. 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 5, above.

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 the 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.

14. Effect of Nonpayment of Assessments – Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of sixteen percent (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 Facilities 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.

15. Subordination of the Lien to Mortgagee. 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 V

GENERAL PROVISIONS

1. The Declarant or Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Invalidity of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

LOT 1

By: _____

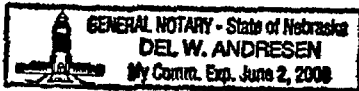
Owner

Printed Name: _____

Robert Rady

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of July 2006 by Robert Rady, owner of Lot 1 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Del W. Andresen
Notary Public

LOT 2

By: _____

Owner

Printed Name: _____

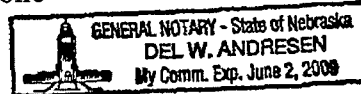
Steve Finn

STEVE FINN

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14 day of August 2006 by Steve Finn, owner of Lot 2 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.

Del W. Andresen
Notary Public

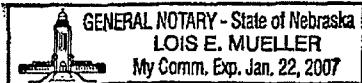


LOT 3

By: Robert Scott
Owner
Printed Name: Robert Scott

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28 day of July 2006 by Robert Scott, owner of Lot 3 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



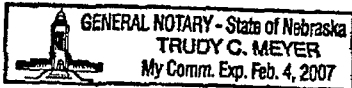
Lois E. Mueller
Notary Public

LOT 4

By: Bobbi Jo Kyte
Owner
Printed Name: Bobbi Jo Kyte

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9 day of May 2006 by Bobbi Jo Kyte, owner of Lot 4 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Trudy C. Meyer
Notary Public

LOT 5

By: _____

Owner

Printed Name: _____

STATE OF NEBRASKA)

) SS.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____ 2006 by _____ owner of Lot 5 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.

Notary Public

LOT 6

By: Kristi Mylenbusch

Owner

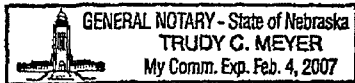
Printed Name: Kristi Mylenbusch

STATE OF NEBRASKA)

) SS.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4 day of Sept. 2006 by Kristi Mylenbusch, owner of Lot 6 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Notary Public

LOT 8

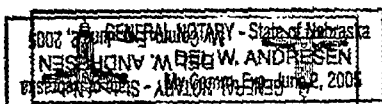
By:

Owner

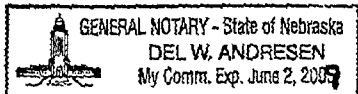
Printed Name: STEVE FINN

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29 day of August 2006 by Steve Finn, owner of Lot 7 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Del Andresen
Notary Public



By:

LOT 7

Owner

Printed Name: John Hurley

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of May 2006 by John Hurley, owner of Lot 8 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



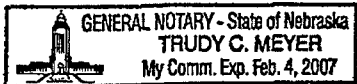
Trudy C. Meyer
Notary Public

LOT 9

By: Michael W Lake
Owner
Printed Name: Michael W Lake

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9 day of May 2006 by Michael W. Lake, owner of Lot 9 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



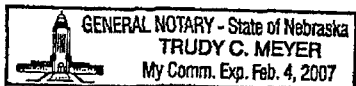
Trudy C. Meyer
Notary Public

LOT 10

By: John R. Smith
Owner
Printed Name: John R. Smith

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9 day of May 2006 by John R. Smith, owner of Lot 10 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Trudy C. Meyer
Notary Public

LOT 11

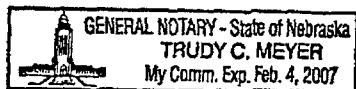
By:

Kathy McGinty Korth
Owner

Printed Name: Kathy McGinty Korth

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9 day of May 2006 by Kathy McGinty Korth, owner of Lot 11 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Trudy C. Meyer
Notary Public

LOT 12

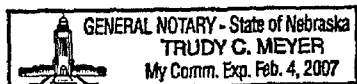
By:

William R. Jordan
Owner

Printed Name: William R. Jordan

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9 day of May 2006 by William R. Jordan, owner of Lot 12 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



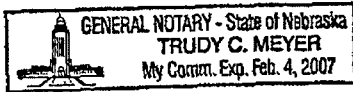
Trudy C. Meyer
Notary Public

LOT 13

By: Martha Bedoya
Owner
Printed Name: Martha Bedoya

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24 day of April 2006 by Martha Bedoya, owner of Lot 13 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



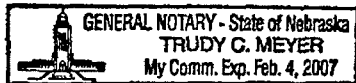
Trudy C. Meyer
Notary Public

LOT 14

By: Gregory J. Ehlers
Owner
Printed Name: Gregory J. Ehlers

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9 day of May 2006 by Gregory J. Ehlers, owner of Lot 14 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Trudy C. Meyer
Notary Public

LOT 15

By: Kathleen A. Simon
Owner
Printed Name: Kathleen A. Simon

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of May 2006 by Kathleen A. Simon, owner of Lot 15 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



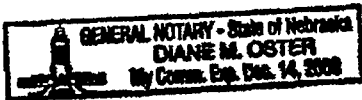
Trudy C. Meyer
Notary Public

LOT 16

By: Richard C. Meyer
Owner
Printed Name: Richard C. Meyer

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 5 day of Sept 2006 by Richard C. Meyer, owner of Lot 16 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



Diane M. Oster
Notary Public

** FILED: AS IS

LOT 17

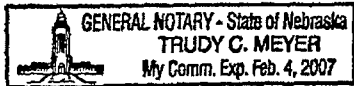
By: [Signature]

Owner

Printed Name: Steven M. Hinchcliff, Trustee

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of May 2006 by Steven M. Hinchcliff, owner of Lot 17 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.



[Signature]
Notary Public

LOT 18

By: [Signature]

Owner

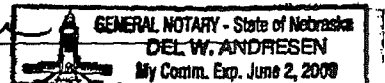
Printed Name: STEVEN G. FINN

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28 day of July 2006 by STEVE FINN, owner of Lot 18 of Mission Pines, and acknowledged such to be his voluntary act and deed as owner of said Lot.

SELECT HOMES

[Signature]
Notary Public



BYLAWS
THE MISSION PINES
HOMEOWNER ASSOCIATION, INC.

ARTICLE I
PURPOSE AND POWERS

Section 1.1. **Purpose.** The Corporation shall have such purposes as are now or may hereafter be set forth in its Articles of Incorporation.

Section 2.2. **Powers.** The Corporation shall have such powers as are now or may hereafter be granted by the Nonprofit Corporation Act of the State of Nebraska.

ARTICLE II
OFFICES

The Corporation shall have and continuously maintain a registered office and a registered agent and may have other offices, all within the State of Nebraska, as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERSHIP

Section 3.1. **Qualification.** Each record owner of fee simple title to those certain lots or properly subdivided portions thereof, described as Lots 1 through 18, inclusive, Mission Pines, located in the SE1/4 of the SE1/4 of Section 9, Township 14 North, Range 11 East, of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska, shall be a member. The owner of each lot, whether one or more persons and entities, shall be entitled to one vote.

Section 3.2. **Annual Meetings.** The annual meeting of members for the election of Directors and for the transaction of such other business as may come before the members shall be held at such place as shall be fixed by the Board of Directors and specified in the notice or waiver of notice of such meeting. The annual meeting shall be held at 3:00 p.m. on the 1st day of February in each year, if not a legal holiday, and, if a legal holiday, then on the next succeeding business day which is not a legal holiday. The first order of business at the annual meeting shall be the election of Directors. If the election of Directors shall not be held on the day designated herein for the annual meeting, or any other day fixed by the Board, as the case may be, or on the day of any adjourned session thereof, the Board of Directors shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting, the members may elect the Directors and transact other business with the same force and effect as at an annual meeting duly called and held.

Section 3.3. **Special Meetings.** Special meetings of the members may be held at the call of the President or the Board of Directors or at a call signed by not less than the number of members having 60% of the votes entitled to past at the meeting.

Section 3.4. **Notice of Meeting.** Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. Notice may be included within any regular publication mailed to the members and shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Corporation with postage prepaid, or when personally delivered to the member. Notice may also be given by e-mail when an owner so authorizes the Association in writing. Such notice shall be deemed delivered when mailed. No notice need be given of adjourned meetings.

Section 3.5. **Quorum.** At each meeting of the members of the Corporation, the number of members which shall constitute a quorum for the transaction of business shall be equal to the number of members holding a majority of the votes entitled to be cast, whether represented in person or by proxy. In the absence of a quorum at any meeting, or any adjourned session thereof, the members present and entitled to vote may adjourn the meeting from time to time until a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.6. **Organization.** At each meeting of the members, the President, or, in his absence, the Vice President, shall act as Chairman of the meeting. The Secretary, or, in his absence, an Assistant Secretary, or, in the absence of the Secretary and all Assistant Secretaries, a person whom the Chairman of such meeting shall appoint, shall act as Secretary of such meeting and keep the minutes thereof.

Section 3.7. **Voting; Ballots.** Except as otherwise provided in the laws of the State of Nebraska, the Articles of Incorporation or these Bylaws, each member shall be entitled to one (1) vote for each Lot owned, but no more than one (1) vote per Lot shall be allowed. All questions (except where other provision is made in the laws of the State of Nebraska, in the Articles of Incorporation or these Bylaws) shall be decided by affirmative vote of a majority of the votes entitled to be cast represented in person or by proxy. All elections of Directors shall be by ballot, but, except as otherwise provided in the laws of the State of Nebraska, the vote on any other matter need not be by ballot unless demanded by a majority of the votes present and entitled to vote thereon or so directed by the Chairman of the meeting.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. **General Powers.** All of the affairs of the Corporation shall be conducted under the authority and direction of the Board of Directors. In addition to the powers and authorities expressly conferred upon the Board of Directors by the Articles of Incorporation and these Bylaws, the Board of Directors may:

- a. determine, levy and collect assessments for the expenses of the Corporation in connection with performing the services and acts set forth herein;

- b. obtain any insurance for the Corporation; and
- c. open any bank accounts on behalf of the Corporation and designate the signatories required therefor.

Section 4.2. Number, Election and Tenure. The Board of Directors shall consist of three individuals. The Directors of the Corporation shall be elected at the annual meeting of the Corporation and shall serve for a term of one year. In any election, each member or his proxy may cast that number of votes equal to the votes allocated to such member's Lot multiplied by the number of Directors to be elected at such election. The persons receiving the largest number of votes shall be elected. Each Director's term of office shall commence upon his or her election and shall continue until his or her successor shall have been elected. A Director may be elected for consecutive terms, but in no case shall a Director serve for more than five (5) consecutive years.

Section 4.3. Annual Meetings. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members for the purpose of electing officers and for the transaction of such business as may come before the meeting.

Section 4.4. Regular or Special Meetings. Regular or special meetings of the Board of Directors may be called by the Secretary at the direction of the President of the Corporation, or a majority of the voting Directors then in office, to be held at such time and place, either within or without the State of Nebraska, as shall be designated in the notice of the meeting.

Section 4.5. Notice. Notice of the time and place of any meeting of the Board of Directors shall be given at least three days previously thereto by written notice delivered personally or sent by mail or facsimile or e-mail, when authorized in writing by a Director, to each Director at his address or information as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by facsimile, such shall be deemed to be delivered when receipt of the transmission is confirmed. If notice is by e-mail, notice shall be deemed delivered when sent. Any Director may waive notice of any meeting. The attendance of a Director at any 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 need be specified in the notice or waiver of notice of such meeting, unless required by statute.

Section 4.6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, except if less than such number of Directors is present at such meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.7. Manner of Acting.

- a. **Formal Action by Directors.** The act of a majority of Directors at a meeting at which a quorum is present shall be the act of the Board of Directors.

b. **Informal Action by Directors.** No action of the Board of Directors shall be valid unless taken at a meeting at which a quorum is present except that any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each director entitled to vote.

c. **Telephone Meetings.** Members of the Board may participate in a meeting through use of a conference telephone or similar communications equipment, so long as all Directors participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

Section 4.8. **Resignation or Removal.** Any director may resign from the Board at any time by giving written notice to the President or the Secretary of the Corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A Director may be removed from the Board during his year in office by a vote of 75% or more of the members entitled to vote. Such vote shall take place at a special meeting of the members.

Section 4.9. **Vacancies.** Any vacancy occurring on the Board of Directors, whether created by the death, resignation or removal of a Director, and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by a majority vote of the remaining members of the Board of Directors.

Section 4.10. **Compensation.** No Director shall receive compensation for his or her services, except that they shall receive reimbursement for expenses actually incurred by them as Directors.

ARTICLE V COMMITTEES

Section 5.1. **Appointment.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of at least one Director, and may include other members of the Corporation.

Section 5.2. **Authority.** Any committee created by the Board of Directors, to the extent provided in the resolution creating the Committee, shall have or exercise the authority of the Board of Directors in the management of the Corporation. Each committee may appoint or remove any committee member. The Director serving on a committee shall report upon the recommendations of the committee to the Board of Directors. The Board of Directors shall be responsible for implementing any recommendations of the committees that the Board deems appropriate. The Board of Directors or any individual Director shall not be relieved of any responsibility imposed by law by virtue of the appointment of any committee and delegation thereto of authority.

Section 5.3. **Termination.** The Board of Directors may dissolve any committee at any time by a vote of the majority of the Directors.

ARTICLE VI

OFFICERS

Section 6.1. **Officers.** The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers and assistant officers as may be deemed necessary by the Board of Directors.

Section 6.2. **President.** The President shall preside at all meetings of the Corporation and the Board of Directors at which he may be present. The President shall perform such other duties as may be prescribed by these Bylaws or assigned to him by the Board of Directors and shall coordinate the work of the officers and committees of the Corporation in order that the purposes of the Corporation may be promoted.

Section 6.3. **Vice President.** The Vice President shall act as an aide to the President and shall perform the duties of the President in the absence or disability of the President. He shall carry out such additional duties as may be assigned to him by the President or the Board of Directors.

Section 6.4. **Secretary.** The Secretary shall record the minutes of all meetings of the Corporation and of the Board of Directors and shall perform such other duties as may be delegated to him.

Section 6.5. **Treasurer.** The Treasurer shall have custody of all of the funds of the Corporation, shall keep a full and accurate account of receipts and expenditures, and shall make disbursements in accordance with the approved budget, as authorized by the Board of Directors or a special committee. The Treasurer shall present interim financial reports when requested by the Board of Directors and shall make a full report at the annual meeting. The Treasurer shall be responsible for the maintenance of such books of accounts and records as conform to the requirements of the Bylaws. The Treasurer shall be responsible for the development of an annual budget for the Corporation, which he shall present for approval by the Board of Directors as required in Section 10.1 below.

Section 6.6. **Election.** The officers of the Corporation shall be elected at the annual meeting of the Board of Directors. Officers shall serve for a term of one year and may serve consecutive terms until the election and qualification of their successors. Officers may be elected to serve in more than one office.

Section 6.7. **Removal, Vacancy.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term of such office. Election or appointment of an officer shall not of itself create contract rights.

ARTICLE VII

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 7.1. **Contracts.** The Board of Directors may authorize by resolution an officer or agent of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of

and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2. **Borrowing.** No loan shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 7.3. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 7.4. **Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may elect.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 8.1. **General.** Every person (and the heirs and legal representatives of such person) who is or was a Director, officer, employee or agent of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise in which he serves or served at the request of the Corporation, shall, in accordance with this Article VIII, be indemnified by the Corporation against any and all expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with or resulting from any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), in which he may become involved as a party or otherwise by reason of his being or having been a Director, officer, employee or agent of the Corporation or such other corporation, partnership, joint venture, trust or enterprise, whether or not he continues to be such at the time such liability or expense is incurred, provided (a) in the case of any threatened, pending or completed action or suit brought by or in the right of the Corporation to procure a judgment in its favor, that such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and has not been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Corporation; however, if and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper, such person shall be indemnified by the Corporation in accordance with the court's order and the provisions of this Article VIII; and (b) in the case of any threatened, pending or completed action or suit, not covered by clause (a), such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, in any criminal action or proceeding he also had no reasonable cause to

believe that his conduct was unlawful. The termination of any action, suit or other proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that such person did not meet the standards of conduct set forth in this Section.

Section 8.2. Determination of Entitlement to Indemnification. Every person (and the heirs and legal representatives of such person) referred to in Section 8.1 of this Article VIII who has been unsuccessful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1, or in defense of any claim, issue or matter therein, shall nonetheless be entitled to indemnification as provided in said Section 8.1: (a) Upon the order of the court; or (b) Upon determination by the Corporation as provided under Section 8.1, (unless otherwise ordered by a court), but only if either (i) the Board of Directors, acting by a quorum consisting of Directors who were not parties to such action, suit or other proceedings, shall find that such person has met the standards of conduct set forth in Section 8.1, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel of the Corporation) who shall deliver to the Corporation a written advice that, in his opinion, such person has met such standards, or (iii) the members shall find that such person has met the standards of conduct set forth in Section 8.1.

Section 8.3. Advancement of Expenses. Expenses incurred with respect to any action, suit or other proceeding of the character described in Section 8.1 of this Article VIII may be paid by the Corporation in advance of the final disposition. Payment in advance shall be only as authorized in the manner provided in Section 8.2 above. Such payment is further conditional upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless the Board of Directors determines that he is entitled to indemnification under this Article VIII.

Section 8.4. Rights Not Exclusive. The rights of indemnification provided in this Article VIII shall be in addition to any rights to which any person (or the heirs or legal representatives of such person) referred to in Section 8.1 of this Article VIII may otherwise be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in any other capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Corporation or such other corporation, partnership, joint venture, trust or other enterprise.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep records of the actions of the Membership and the minutes of the proceedings of the Board of Directors. Copies of the actions of the Membership and the minutes of the Board of Directors shall be regularly distributed to each member of the Board of Directors. The financial books and records of the Corporation, the records of actions of the Membership and minutes of proceedings of the Board of Directors shall be open to inspection to the Membership and to any Director

at any reasonable time and for any purpose reasonably related to the interests of the Membership or the Director.

Section 9.2. **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year unless otherwise determined by resolution of the Board of Directors.

Section 9.3. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Act of the State of Nebraska or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 9.4. **Loans to Officers and Directors Prohibited.** No loans shall be made by the Corporation to its officers or Directors. The Directors of the Corporation who vote for or assent to the making of a loan to an officer or Directors of the Corporation, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof.

Section 9.5. **Additional Organizations.** The Board of Directors may authorize the formation of such auxiliary organization as would in the opinion of the Board assist in the fulfillment of the purposes of the Corporation.

Section 9.6. **Rights.** The Board of Directors may adopt, amend or repeal rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Corporation and the governance of its officers, agent, committees and employees.

ARTICLE X

ASSESSMENTS

Section 10.1. **Annual Budget.** Before each fiscal year, the Board of Directors shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations of the Corporation for such fiscal year.

Section 10.2. **Assessments.** Assessments shall be ascertained and collected as follows:

a. Annual assessments for each Lot shall be fixed annually by the Board of Directors concurrently with the Annual Budget, prior to the commencement of each fiscal year. Such assessments shall be due and payable to the Corporation from the members within 30 days after written demand from the Corporation and shall until paid constitute a continuing lien upon such Lot; and

b. Special assessments, if any, to finance any general capital improvements or to meet unbudgeted general expenses of the Corporation shall be fixed by the Board of Directors from time to time and shall be paid by the Lot Owners within 30 days after notice thereof. Such assessments shall constitute a continuing lien against each Lot until paid in full.

c. Other assessments, as provided in the covenants, for elective services, shall be paid by Lot Owner within 30 days after notice thereof. Such assessment shall constitute a continuing lien against each Lot until paid in full.

Section 10.3. All assessments more than 30 days past due shall accrue interest at the published prime rate plus 2% on an annual basis computed monthly.

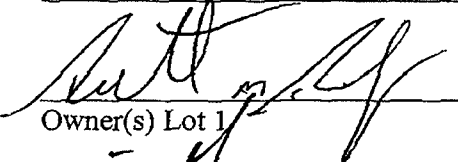
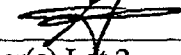

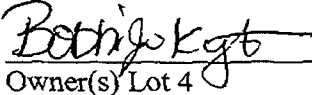
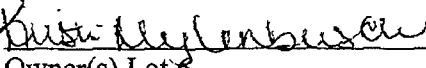
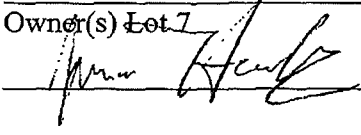
ARTICLE XI

AMENDMENTS TO BYLAWS

There shall be no amendment to these Bylaws unless 75% or more of the votes entitled to be cast at the meeting, in person or by proxy, shall have voted in favor of such amendment at a regular or special meeting.

The undersigned hereby acknowledge receiving a copy of the Bylaws of the Corporation and agree that any management and employment duties, responsibilities and relationship with the Corporation will at all times be subject thereto and be governed thereby.

MISSION PINES HOMEOWNERS' ASSOCIATION, Declarant

By:	_____	_____
By:	 Owner(s) Lot 1	<u>7-27-06</u> Date Executed
By:	 Owner(s) Lot 2	<u>8-14-06</u> Date Executed
By:	 Owner(s) Lot 3	<u>7-28-2006</u> Date Executed
By:	 Owner(s) Lot 4	<u>5/9/06</u> Date Executed
By:	_____	_____
By:	 Owner(s) Lot 5	<u>8-4-06</u> Date Executed
By:	_____	_____
By:	 Owner(s) Lot 7	<u>5-26-06</u> Date Executed

Owner(s) Lot 8	Date Executed
By: <u>[Signature]</u>	<u>8-29-06</u>
Owner(s) Lot 9	Date Executed
By: <u>John R. Smith</u>	<u>5/9/06</u>
Owner(s) Lot 10	Date Executed
By: <u>Kathy Koutz</u>	<u>5-9-06</u>
Owner(s) Lot 11	Date Executed
By: <u>William R. Ford</u>	<u>5/9/2006</u>
Owner(s) Lot 12	Date Executed
By: <u>Martha Bedoya</u>	<u>4/24/06</u>
Owner(s) Lot 13	Date Executed
By: <u>[Signature]</u>	<u>5/9/2006</u>
Owner(s) Lot 14	Date Executed
By: <u>Kathleen A. Sims</u>	<u>5/13/2006</u>
Owner(s) Lot 15	Date Executed
By: <u>Trudy C. Meyer</u>	<u>5/15/06</u>
Owner(s) Lot 16	Date Executed
By: <u>[Signature]</u>	<u>05-29-06</u>
Owner(s) Lot 17	Date Executed
By: <u>[Signature]</u>	<u>7-28-06</u>
Owner(s) Lot 18	Date Executed