
Return to: Michael D. Matejka, Woods Aitken LLP, 10250 Regency Cir., #525, Omaha, NE 68114

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
BLUESTEM PRAIRIE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Habitat for Humanity of Omaha, Inc., a Nebraska nonprofit corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows:

Lots 1 through 65 and Lot 70, Bluestem Prairie, a subdivision in the City of Omaha, Douglas County, Nebraska.

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

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows:

Outlots "A" through "F," Bluestem Prairie, a subdivision in the City of Omaha, Douglas County, Nebraska.

Such lots are referred to collectively as the "Outlots" and individually as each "Outlot."

The Lots and Outlots are situated in Bluestem Prairie, a residential subdivision situated in Douglas County, Nebraska, herein referred to as "Bluestem Prairie" or the "Project."

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots and Outlots shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of providing for the acquisition,

construction, and maintenance of Common Facilities for the use and enjoyment of the residents of Bluestem Prairie. These restrictions, covenants, conditions, and easements shall run with such Lots and Outlots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot and Outlot, or any part thereof, as is more fully described herein. The Lots and Outlots are, and each Lot and Outlot is, subject to all and each of the following conditions and other terms.

ARTICLE I. DEFINITIONS

Section 1. "Association." Shall mean and refer to Bluestem Prairie Owners Association, Inc., a Nebraska not-for-profit corporation, its successors and assigns.

Section 2. "Common Area." Shall mean and refer to, Outlots owned by the Association or on which the Association or the Owners are granted an easement, collectively, and any other property specifically shown and designated on any Plat as "Common Area" or "Outlot." The Declarant reserves the right, but not the obligation, to provide additional Common Areas within the Project.

Section 3. "Common Facilities." Shall refer to stormwater detention ponds and related facilities located on Outlots, any parks, dedicated and non-dedicated roads, pathways and green areas including landscaping and signs and entrances for the Project as further described in Article III, Section 1(a). The Declarant reserves the right, but not the obligation, to provide Common Facilities.

Section 4. "Declarant." Shall mean and refer to Habitat for Humanity of Omaha, Inc., a Nebraska nonprofit corporation, until its Declarant status is terminated and a successor Declarant is appointed as provided in this Declaration. Upon such appointment of a successor Declarant, all rights, duties, and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

Section 5. "Declaration." Shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements as may be amended and/or supplemented from time to time as herein provided.

Section 6. "Dwelling Unit." Shall mean a house in its traditional meaning that includes a combination of rooms designed for year-round habitation and containing bedrooms, bathrooms and kitchen facilities, and designed for residence by a family or household unit.

Section 7. "Lot" or "Lots." Shall have the meaning as set forth in the Preliminary Statement of this Declaration.

Section 8. "Maintenance Area" or "Maintenance Areas." Shall mean the Common Areas and Common Facilities that are owned by or are subject to easement in favor of the Association and require periodic maintenance, repair, and replacement, including by way of example and not

of limitation, stormwater detention ponds and related facilities, entryways and entrance monument(s) for the Project, and landscaping amenities (including signage, lighting, monuments, and irrigation systems).

Section 9 "Member" or "Members." Shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Outlot" or "Outlots." Shall have the meaning as set forth in the Preliminary Statement of this Declaration.

Section 11. "Owner." Shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Outlot or other portion of the Property but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Person." Shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity.

Section 13. "Plat." Shall mean and refer to the subdivision plat for the Project which is recorded from time to time in the Office of the Register of Deeds of Douglas County, Nebraska, and any and all revisions or Declarant approved replats thereof.

Section 14. "Project." Shall mean and refer to the residential development being developed by Declarant on the Property and commonly known as "Bluestem Prairie."

Section 15. "Property." Shall mean and refer to that certain real property located in Douglas County, Nebraska, and being all of that property shown on the Plat.

Section 18. "Turnover Date." Shall have the meaning set forth in Article III, Section 4 of this Declaration.

ARTICLE II. RESTRICTIONS

Section 1. Compliance With Laws. Each Owner shall comply with all laws, regulations, ordinances, and other governmental rules and restrictions in regard to the Lot(s) or other portion of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations, and ordinances).

Section 2. Tax Increment Financing. The Lots are subject to a Redevelopment Agreement with the City of Omaha for tax increment financing. An Owner may not (a) protest or attempt to reduce the assessed valuation of any Lot as determined by the Assessor of Douglas County, Nebraska, prior to January 1, 2039 or (b) claim or file for any homestead exemption for property taxes prior to January 1, 2039.

**ARTICLE III.
HOMEOWNER'S ASSOCIATION**

Section 1. The Association. Declarant has caused or will cause the incorporation of Bluestem Prairie Owners Association, Inc., 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 Bluestem Prairie including:

- a) The acquisition, construction, landscaping, improvement, maintenance, operation, repair, upkeep, and replacement of Common Facilities and other amenities and improvements constructed on Common Areas for the general use, benefit, and enjoyment of the Members. Common Facilities may be situated on property owned or leased by the Association within the Project subdivision, on private property subject to an easement in favor of the Association, or on dedicated public property.
- b) The promulgation, enactment, amendment, and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities and Common Areas, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities and Common Areas 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 Facility and Common Areas.
- c) The exercise, promotion, enhancement, and protection of the privileges and interests of the residents of Bluestem Prairie; and the protection and maintenance of the residential character of Bluestem Prairie.

Section 2. Membership. The "Owner" of each Lot shall be a Member of this Association. The purchaser of a Lot under a land contract of 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 any Lot. In addition, as long as the Declarant owns any part of the Property, Declarant shall be a Member of the Association.

Section 3. Classes of Voting Members. The Association shall have two (2) classes of voting membership:

- a) Class A Member. Class A Members shall be all Association Members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned by such Association Member. When more than one (1) person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

- b) Class B Member. The sole Class B Member shall be Declarant. The Class B Member shall be entitled to sixty-six (66) votes for each Lot owned by Declarant.

Section 4. Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class B Association Membership shall cease and be converted to the Class A Association Membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property or (b) the date Declarant shall elect, in its sole discretion, that the Class B membership cease and be converted to the Class A membership. The earliest to occur of (a) or (b) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A Association Member.

Section 5. 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 described in Section 1 of this Article III and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors of the Association, as further provided for in the Bylaws, shall include, but not be limited to, the following:

- a) The acquisition, development, maintenance, repair, replacement, operation, and administration of Common Facilities, and the adoption and enforcement of rules and regulations relating to the Common Facilities.
- b) The landscaping, mowing, watering, maintenance, repair, and replacement of Common Areas and Maintenance Areas and improvements on Common Areas and Maintenance Areas, within or near the Project.
- c) Except for portions of Common Areas located within a Lot (if any), the Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof.
- d) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- e) 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 Area or Common Facility against property damage and casualty, and purchase of liability insurance coverage and directors' and officers' liability coverage for the Association, the Board of Directors of the Association, and the Members.
- f) 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 may be amended from time to time.

- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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 6. Imposition of Dues and Assessments. The Associations may fix, levy, and charge the Owner of each Lot with dues and assessments (herein referred 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.

Section 7. 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. All dues and assessments are abated in respect of any Lot during the period such Lot is owned by the Declarant.

Section 8. 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 obligations 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 9. 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 III, and to perform the powers, responsibilities, and duties of the Association described in Section 5 of this Article III.

Section 10. Maximum Annual Dues. 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) Five Hundred Dollars (\$500) per Lot.
- b) In each calendar year beginning on January 1, 2025, one-hundred ten percent (110%) of the aggregate dues charged in the previous calendar year.

Section 11. 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 Area or Common Facility, including fixtures and personal property related thereto and related facilities.

Section 12. Excess Dues and Assessments. With the approval of the Members of the Association holding at least sixty percent (60%) of the total votes held by Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

Section 13. Uniform Rate of Assessments. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may and shall be abated as to individual Lots as provided in Article III, Section 7 above.

Section 14. 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 assessments shall be and become a lien as of the date such amounts first become due and payable.

Section 15. Effect of Nonpayment of Assessments and Remedies of the Association. Any installment of dues or assessments that is not paid within ten (10) days of when due shall be subject to a late payment fee equal to the greater of \$25 or 5% of the delinquent amount. Any installment of dues or assessments which is not paid within thirty (30) days of when due shall be delinquent. Delinquent dues or assessment 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, foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a 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 non-use 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 16. 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 construction of a Dwelling Unit or for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

Section 17. Association Performing Obligations of the Owner. In the event any Owner of a Lot shall fail to perform and fulfill his obligations and responsibilities of this Declaration, the Association may, in its sole discretion, 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 may 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 and have the priority and be enforceable by the Association in the same manner as liens for assessments and dues as provided in this Declaration. The Association shall have the right, but not the obligation, to file of record a Notice of Lien Liability.

ARTICLE IV. EASEMENTS AND OTHER RIGHTS

Section 1. Easements. Declarant, in addition to any other easements granted herein, hereby reserves unto itself, its successors and assigns, and grants to the Association easements on, upon, over, across, through, and under the Property as described in this Article IV. In addition, Declarant hereby reserves unto itself, its successors and assigns, the right, on behalf of itself and the Association, to grant additional easements on, upon, over, across, through, and under the Common Areas and any portion of the Property owned by Declarant as deemed to be in the best interests of and proper for the Project, including, but not limited to, easements in favor of Declarant, the Association, the Owners, and all their family members, guests, invitees, and tenants and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified. Unless otherwise specified in this Article IV, all easements reserved and granted herein shall be non-exclusive and shall be perpetual in duration notwithstanding the termination or expiration of the term of this Declaration.

Section 2. Use of Common Areas. Subject to any rules, regulations, and restrictions on use as set forth in this Declaration or in rules and regulations hereafter imposed by the Association, Declarant grants and reserves an easement in favor of Declarant, the Association, the Owners, and all their family members, guests, invitees, and tenants for ingress and egress and to otherwise travel across and use the Common Areas and Common Facilities on a non-exclusive basis.

Section 3. Right of the Association and Declarant to Enter Upon the Common Areas and Maintenance Areas. Declarant hereby reserves for the benefit of itself, and grants to the Association and all agents, contractors, employees, or other designees of Declarant or the Association, an easement for ingress, egress, and access to enter upon or over the Common Areas, Maintenance Areas, and Common Facilities for the purposes of inspecting any construction, proposed construction, or fulfilling the rights, duties, and responsibilities of ownership,

administration, maintenance, and repair of the Common Areas, Maintenance Areas, and Common Facilities. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas, Maintenance Areas, and Common Facilities now or hereafter created to use, repair, maintain, and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited.

Section 4. Declarant's Right to Assign Easements, Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any Improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings, or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct, or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Notwithstanding the above, the Association and/or Declarant shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot.

Section 5. Easement Reserved for the Association and Declarant. An easement for access, ingress, and egress over upon and across the Lots is hereby reserved by Declarant for itself and granted to the Association to perform their respective rights, duties, and obligations under this Declaration.

Section 6. Other Easements. Other easements are provided for in the final plat of Bluestem Prairie which is filed in the Register of Deeds of Douglas County, Nebraska, or are otherwise recorded with the Register of Deeds of Douglas County, Nebraska.

ARTICLE V. GENERAL PROVISIONS

Section 1. Powers. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association, or any 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, Association, 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.

Section 2. Changes and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date of recording of this Declaration. Thereafter this Declaration may be amended by the approval of the Members of the Association holding at least sixty percent (60%) of the total votes held by Members of the Association. By written consent of the Declarant for a period of

ten (10) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification, or amendment will have on the Project and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification, or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability, or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

Section 3. Termination of Status. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant may appoint a successor, or in the absence of such appointment the Association may appoint itself or another entity, association, or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

Section 4. Notices. Any notices required herein to be delivered to an Owner shall be deemed sufficient if personally delivered to an Owner or if deposited in the United States mail, by certified or registered mail, prepaid and addressed to the Owner at the residential address assigned to the Owner's Lot. The effective date of notices shall be the date of delivery if personally delivered or the date of mailing if mailed.

Section 5. Miscellaneous. Invalidation of any covenant or provision in this Declaration by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Declaration.

(Signature page follows)

2nd IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this
2 day of August, 2023.

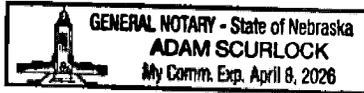
HABITAT FOR HUMANITY OF OMAHA,
INC., a Nebraska nonprofit corporation

By: [Signature]
Title: Area Director

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2 day of
August, 2023, by Kenneth Mar, Area Director
of Habitat for Humanity of Omaha, Inc., a Nebraska nonprofit corporation, for and on behalf of
the corporation.

[Signature]
Notary Public



Return to: Michael D. Matejka, Woods Aitken LLP, 10250 Regency Cir., #525, Omaha,
NE 68114

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
THE VILLA LOTS
OF
BLUESTEM PRAIRIE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Habitat for Humanity of Omaha, Inc., a Nebraska nonprofit corporation, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska, and is described as follows:

Lots 1, 2, 3, 4, 28, 29, 30, and 31, Bluestem Prairie, a subdivision in the City of Omaha, Douglas County, Nebraska; and Lots 1 and 2, Bluestem Prairie, Replat 1, a subdivision in the City of Omaha, Douglas County Nebraska.

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

The Villa Lots are situated in Bluestem Prairie, a residential subdivision situated in Douglas County, Nebraska, comprised of two or more phases herein referred to as "Bluestem Prairie" or the "Project."

NOW, THEREFORE, the Declarant hereby declares that each and all of the Villa Lots shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose protecting the value and desirability of, and which shall run with the real property. These restrictions, covenants, conditions, and easements shall

run with the Villa Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Villa Lot, or any part thereof, as is more fully described herein. The Villa Lots are, and each Villa Lot is, subject to all and each of the following conditions and other terms.

**ARTICLE I.
DEFINITIONS**

Section 1. "Association." Shall mean and refer to Bluestem Prairie Villa Owners Association, Inc., a Nebraska not-for-profit corporation, its successors and assigns.

Section 2. "Declarant." Shall mean and refer to Habitat for Humanity of Omaha, Inc., a Nebraska nonprofit corporation, until its Declarant status is terminated, and a successor Declarant is appointed as provided in this Declaration. Upon such appointment of a successor Declarant, all rights, duties, and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Villa Lots, there shall be only one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

Section 3. "Declaration." Shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements as may be amended and/or supplemented from time to time as herein provided.

Section 4. "Master Association." Shall mean the Bluestem Prairie Owners Association, Inc., a Nebraska nonprofit corporation.

Section 5. "Master Declaration." Shall mean the Declaration of Covenants, Conditions, Restrictions, and Easements for Bluestem Prairie, a Subdivision in Douglas County, Nebraska recorded on August 2, 2023, in the office of the Register of Deeds of Douglas County, Nebraska, as Instrument No. 2023056872, and all amendments and additions thereto.

Section 6. "Member" or "Members." Shall mean and refer to every Person who holds membership in the Association.

Section 7. "Owner." Shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Villa Lot but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Person." Shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity.

Section 9. "Plat." Shall mean and refer to the subdivision plat for the Project which is recorded from time to time in the Office of the Register of Deeds of Douglas County, Nebraska, and any and all revisions or Declarant approved replats thereof.

Section 10. "Project." Shall mean and refer to the residential development being developed by Declarant in Douglas County, Nebraska, commonly known as "Bluestem Prairie" and includes all of the lots in the Plats for Bluestem Prairie, Bluestem Second Addition, and all replats and additions thereto.

Section 11. "Turnover Date." Shall have the meaning set forth in Article II, Section 4 of this Declaration.

Section 12. "Villa Lot" or "Villa Lots." Shall have the meaning as set forth in the Preliminary Statement of this Declaration.

ARTICLE II. HOMEOWNER'S ASSOCIATION

Section 1. The Association. Declarant has caused or will cause the incorporation of Bluestem Prairie Villa Owners Association, Inc., a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose of engaging in any lawful activity, the promotion of the health, safety, welfare, and enjoyment of the Owners, and the protection of the value and desirability of the Villa Lots, including:

- a) The construction, landscaping, improvement, maintenance, operation, repair, and upkeep of the Villa Lots and other amenities and improvements constructed on such Villa Lots for the benefit and enjoyment of the Members.
- b) The promulgation, enactment, amendment, and enforcement of rules and regulations to ensure proper use, development, maintenance, and desirability of the Villa Lots, provided always that such rules are uniformly applicable to all Members, except, where applicable, Declarant.
- c) The exercise, promotion, enhancement, and protection of the privileges and interests of the Owners of the Villa Lots; and the protection and maintenance of the residential character, value, and desirability of the Villa Lots.

Section 2. Membership. The Owner of each Villa Lot shall be a Member of the Association. The purchaser of a Villa Lot under a land contract of similar instrument shall be considered to be the Owner of the Villa Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Villa Lot and may not be separated from ownership of any Villa Lot. In addition, as long as the Declarant owns any of the Villa Lots, Declarant shall be a Member of the Association.

Section 3. Classes of Voting Members. The Association shall have two (2) classes of voting membership:

- a) Class A Member. Class A Members shall be all Association Members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Villa Lot owned by such Association Member. When more than one (1) Person owns an interest (other than a leasehold or security interest) in any Villa Lot, all such Persons shall be Members and the voting rights appurtenant to said Villa Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Villa Lot.



- b) Class B Member. The sole Class B Member shall be Declarant. The Class B Member shall be entitled to twenty (20) votes for each Villa Lot owned by Declarant and twenty (20) additional votes after the Declarant no longer owns a Villa Lot until the Declarant is no longer a Class B Member under Section 4 below.

Section 4. Relinquishment of Control. Notwithstanding anything contained herein to the contrary, the Class B Association Membership shall cease and be converted to the Class A Association Membership upon the earliest to occur of (a) the date on which Declarant no longer owns any lots within the Project; the date on which the Declarant's Membership in the Master Association is Converted to Class A Membership pursuant to the Master Declaration, or (c) the date Declarant shall elect, in its sole discretion, that the Class B membership cease and be converted to the Class A membership. The earliest to occur of (a) (b) or (c) above shall herein be referred to as the "Turnover Date."

Section 5. 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 described in Section 1 of this Article II and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors of the Association, as further provided for in the Bylaws of the Association, shall include, but not be limited to, the following:

- a) The adoption and enforcement of rules and regulations relating to the Villa Lots.
- b) The maintenance of the landscaping, including but not limited to the mowing of the lawns on the Villa Lots.
- 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.
- 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 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 6. Imposition of Dues and Assessments. The Association may fix, levy, and charge the Owner of each Villa Lot with dues and assessments (herein referred 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.

Section 7. 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 Villa Lot. All dues and assessments are abated in respect of any Villa Lot during the period such Villa Lot is owned by the Declarant.

Section 8. 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 Villa 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 Villa Lot in respect of which the dues and assessments are charged. The personal obligations 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 9. 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 II, and to perform the powers, responsibilities, and duties of the Association described in Section 5 of this Article II.

Section 10. Maximum Annual Dues. 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) Five Hundred Dollars (\$500.00) per Villa Lot.



- b) In each calendar year beginning on March 1, 2025, one-hundred ten percent (110%) of the aggregate dues charged in the previous calendar year.

Section 11. Excess Dues and Assessments. With the approval of the Members of the Association holding at least sixty percent (60%) of the total votes held by 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 Assessments. Except as provided for in Article II, Sections 7 and 16 and Article III Section 2, dues and assessments shall be fixed at a uniform rate for all Villa Lots.

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 Villa 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 assessments shall be and become a lien as of the date such amounts first become due and payable.

Section 14. Effect of Nonpayment of Assessments and Remedies of the Association. Any installment of dues or assessments that is not paid within ten (10) days of when due shall be subject to a late payment fee equal to the greater of \$25 or 5% of the delinquent amount. Any installment of dues or assessments which is not paid within thirty (30) days of when due shall be delinquent. Delinquent dues or assessment 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, foreclose the lien against the Villa Lot or Villa Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a 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 abandonment of title or transfer of such Owner's Villa Lot. The mortgagee of any Villa 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 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 for any Villa Lot. Sale or transfer of any Villa Lot shall not affect the status or priority of the lien for dues and assessment as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent dues or assessments on any Villa Lot as to which the mortgage, contract, or deed of trust thereon is in default, if such Board of Directors determines that such lien has no value to the Association. The Association shall have sole responsibility to collect all assessments due.



Section 16. Association Performing Obligations of the Owner. In the event any Owner of a Villa Lot shall fail to perform and fulfill his or her obligations and responsibilities of this Declaration, the Association may, in its sole discretion, 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 may 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 Villa Lot, which lien shall attach and have the priority and be enforceable by the Association in the same manner as liens for assessments and dues as provided in this Declaration. The Association shall have the right, but not the obligation, to file of record a Notice of Lien Liability.

ARTICLE III. EXTERIOR MAINTENANCE

The Association may provide exterior maintenance upon each Villa Lot as set forth hereinafter.

Section 1. Exterior Maintenance. Assessments levied against each Villa Lot may be assessed for, but not limited to, the following:

- a) Maintenance, including mowing, fertilizing and trimming, of trees and shrubs, lawns, and other exterior landscaping as originally installed by the builder on the Villa Lots, except such improvements as may have been installed by or at the direction of an Owner, which improvements shall be the responsibility of the Owner.
- b) Operation and maintenance of an underground watering system on each Villa Lot except that it shall remain the Owner's sole responsibility to provide water to such watering system and not interfere with the Association's operation and maintenance of such watering system. If any Owner interferes with such watering system, the Association's costs resulting from such interference may be assessed against such Owner's Villa Lot. Owner shall remain liable for any damage caused to such system by any act or omission of such Owner or Owner's invitee, licensee or guest;
- c) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Villa Lot;
- d) Maintaining any mailboxes associated with or corresponding to the Villa Lots;
- e) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Association.



No repair, replacement, maintenance or other work ordered or otherwise requested by anyone other than the Association by and through its designated officers or property manager shall be the responsibility of the Association. Any repair, replacement, maintenance or other work requested by any Owner shall be the sole responsibility of such Owner, whether or not such maintenance or other work shall relate to any responsibility of the Association.

Section 2. Exterior Maintenance Assessment. With the exception of improvements to common areas and any duties undertaken pursuant to this Declaration the Association shall have no duty to repair, replace or maintain any concrete surfaces, buildings, systems, fences or other improvements to the Villa Lots, but may, at its discretion, in the event that any Owner of any Villa Lot in the has not maintained, replaced or kept repaired the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to maintain, repair (including painting), restore and replace the Villa Lot and the exterior of the buildings and any other improvements erected thereon, including, but not limited to any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers, and cooling units for air condition systems which have not been so maintained, repaired or replaced. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Villa Lot is subject.

ARTICLE IV. ARCHITECTURAL CONTROL

Section 1. No Fences. No fence shall be commenced, erected or maintained upon any of the Villa Lots, except fences erected by the Declarant or its agents.

Section 2. No Exterior Painting. No exterior painting shall be commenced upon any buildings on the Villa Lots except such painting as shall be approved by the Association.

Section 3. External Design. No building, wall or other structure shall be commenced, erected or maintained upon the Villa Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to it, such failure to act shall be deemed disapproval.

Section 4. Initial Construction, Plans and Specifications. The architectural control referred to in this Article IV shall not be applicable to initial construction by any builder or Owner, the plans and specifications of which have been approved by the Declarant.



**ARTICLE V.
GENERAL RESTRICTIONS**

Section 1. General Restrictions. Every Owner shall have full rights of ownership and full use and enjoyment of his or her Villa Lot, subject to the following restrictions:

- a) Other than as carried on by the Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Villa Lots or any other commercial activity related to the Project, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any of the Villa Lots, or, without the prior written authorization of the Association, shall any "For Sale" or "For Rent" signs be displayed by any Person, bank, savings and loan association, lending institution, or insurance company who as holder of a deed of trust against any Villa Lot acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure), or the agent of any of them. Nothing in this Section is intended to restrict the right of any Villa Lot Owner from keeping his or her personal business or professional records or accounts therein, or handling his or her personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and prohibits such activity concerning any personal business or professional records or accounts. In accordance with the foregoing, the Villa Lots shall be and are restricted exclusively to residential use and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Villa Lot.
- b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Villa Lots, other than non-exotic household pets. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred, or maintained for any commercial purposes. The Board of Directors of the Association shall make reasonable rules and regulations for the accommodation of pets.
- c) No vehicle repairs, other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the Villa Lots shall be allowed on the Villa Lots. The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, or vehicles with commercial writings on their exterior shall be stored, allowed to remain, or parked on the Villa Lots or adjacent streets, except in an area, if any, designated by the Board of Directors or except as otherwise permitted by the Board of Directors or Declarant.
- d) Except as placed or erected by Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Villa Lots, no



sign, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the Villa Lots subject to this Declaration, nor shall such Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Villa Lot thereof.

- e) No offensive or unsightly appearance shall be maintained or allowed to exist upon the Villa Lots, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Villa Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. The Association shall have the right to require all owners to place trash and garbage in containers located in areas as may be designated by the Association. No incinerators shall be kept or maintained on any Villa Lot. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash cans, garbage cans and other receptacles for trash and/or garbage shall be stored indoors or screened from view of any public street and/or sidewalk except for one day per week specifically for garbage and/or trash collection by a professional garbage and/or trash hauler.
- f) No machinery or equipment of any kind shall be placed, operated or maintained upon the Villa Lots, except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of buildings, improvements or structures.
- g) No television antenna or radio receiver, satellite dish exceeding 18" in diameter, or other similar device shall be attached to or installed on any Villa Lot, unless contained entirely within the interior of a dwelling or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Villa Lot, which may unreasonably interfere with the reception of television or radio signals within the Project.
- h) No improper, offensive, or unlawful use shall be made on any of the Villa Lots. All valid laws, zoning ordinances, and regulations of all government bodies having jurisdiction over the subdivision shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

In addition to the restrictions above, the Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Villa Lots.

ARTICLE VI. ACCESS

Section 1. Access. The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Villa 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 VII.
INSURANCE**

Section 1. Townhome Owner's All-Risk Insurance. Each Owner shall procure and maintain all-risk coverage insurance for the Owner's Villa Lot and improvements thereon in amounts satisfactory to the Association. Proof of insurance shall be submitted annually to the Association according to the rules and regulations established by the Association.

Section 2. Liability Insurance. The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association. The Association may provide liability coverage insurance for the Association's Officers, and its Board of Directors. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

**ARTICLE VIII.
GENERAL PROVISIONS**

Section 1. Powers. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association, or any owner of a Villa 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, Association, 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.

Section 2. Changes and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any Person designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date of recording of this Declaration. Thereafter this Declaration may be amended by the approval of the Members of the Association holding at least sixty percent (60%) of the total votes held by Members of the Association. By written consent of the Declarant for a period of ten (10) years from the date hereof, any or all of the covenants, conditions, restrictions, and easements as they apply to the Villa Lots may be waived, modified, or amended for any Villa Lot or Villa Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver, modification, or amendment will have on the Project and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification, or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility, liability, or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in



this Section, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

Section 3. Termination of Status. Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant may appoint a successor, or in the absence of such appointment the Association may appoint itself or another entity, association, or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

Section 4. Notices. Any notices required herein to be delivered to an Owner shall be deemed sufficient if personally delivered to an Owner or if deposited in the United States mail, by certified or registered mail, prepaid and addressed to the Owner at the residential address assigned to the Owner's Villa Lot. The effective date of notices shall be the date of delivery if personally delivered or the date of mailing if mailed.

Section 5. Miscellaneous. Invalidation of any covenant or provision in this Declaration by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Declaration.

(Signature page follows)

A handwritten signature in black ink, consisting of a large, stylized letter 'M' or 'W' enclosed within a circular scribble.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 28 day of September, 2024.

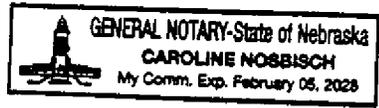
HABITAT FOR HUMANITY OF OMAHA,
INC., a Nebraska nonprofit corporation

By: [Signature]
Title: Area Director

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28 day of September, 2024, by Nosbisch, Caroline of Habitat for Humanity of Omaha, Inc., a Nebraska nonprofit corporation, for and on behalf of the corporation.

[Signature]
Notary Public



**ARTICLES OF INCORPORATION
OF
BLUESTEM PRAIRIE OWNERS ASSOCIATION, INC.**

The undersigned, acting as the incorporator of a nonprofit corporation under the Nebraska Nonprofit Corporation Act, Neb. Rev. Stat. § 21-1901 *et. seq.*, as amended (the “Act”), hereby adopts the following Articles of Incorporation of Bluestem Prairie Owners Association, Inc., a Nebraska nonprofit corporation.

**ARTICLE 1
Name**

The name of the corporation is Bluestem Prairie Owners Association, Inc. (the “Association”).

**ARTICLE 2
Classification**

The Association is a mutual benefit corporation.

**ARTICLE 3
Purposes and Powers**

3.1 The Association is organized and shall be operated exclusively to (i) own and maintain the Common Area (as defined in the Declaration (as hereinafter defined)) within the residential development generally known as “Bluestem Prairie” and located in the City of Omaha, Douglas County, Nebraska (the “Development”); (ii) establish and collect assessments for maintenance and other costs provided to be assessed pursuant to the Declaration of Covenants, Restrictions and Easements recorded in the office of the Registrar of Deeds of Douglas County, Nebraska on August 2, 2023, as Miscellaneous Instrument No. 2023056872 (the “Declaration”); and (iii) enforce the provisions of the Declaration.

3.2 The Association shall have and exercise all powers and rights conferred upon nonprofit corporations by the Act, and any enlargement of such powers conferred by subsequent legislative acts, and those necessary to govern, manage, maintain, repair, administer, and regulate the Development and to perform all of the duties required of the Association.

**ARTICLE 4
Members**

Every person or entity who becomes a titleholder of a fee or undivided fee interest in any Lot (as defined in the Declaration) shall be a member of the Association. Each Owner (as defined in the Declaration) shall become a member of the Association upon conveyance to it of its interest in a Lot and shall remain a member of the Association for a period of its ownership. Notwithstanding the foregoing, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

ARTICLE 5
Distributions and Dissolution

The Association may be dissolved with the prior written consent of the members owning at least ninety percent (90%) of the Lots, but in no event may the Association be dissolved prior to the cancellation or termination of the Declaration. In the event of a dissolution of the Association, the Board of Directors of the Association shall, after paying or making provisions for the payment of all liabilities of the Association, transfer all of the assets of the Association to the members of the Association in accordance with the Act; provided, however, that the Common Area shall be subject to the easements and restrictions set forth in the Declaration.

ARTICLE 6
Registered Office and Registered Agent

The initial registered office of the Association is at 10250 Regency Circle, Suite 525, Omaha, Nebraska 68114, and the name of the registered agent at such address is Michael D. Matejka.

ARTICLE 7
Incorporator

The name and address of the incorporator is Michael D. Matejka at 10250 Regency Circle, Suite 525, Omaha, Nebraska 68114.

ARTICLE 8
Amendments

8.1 Any amendment to these Articles of Incorporation must be approved by the members of the Association holding two-thirds (2/3) of the votes entitled to be cast. Notwithstanding the foregoing, the Board of Directors of the Association (if it initiates the amendment) or membership of the Association may condition the amendment's adoption on receipt of a higher percentage of affirmative votes of the membership or on any other basis.

8.2 If the Board of Directors of the Association or the membership seeks to have the amendment approved by the membership at a meeting, the Association shall give notice to its members of the meeting. The notice must state that one of the purposes of the meeting is to consider the proposed amendment and contain or be accompanied by a copy or summary of the proposed amendment. If the Board of Directors or the membership seeks to have the amendment approved by the membership by written consent or written ballot, the material soliciting the approval shall contain or be accompanied by a copy or summary of the proposed amendment.

[Signature page to follow.]

The undersigned, being the incorporator herein designated, does hereby adopt and sign the foregoing Articles of Incorporation for the purpose of forming a nonprofit corporation under the Act.

Dated this 4th day of August, 2023.



Michael D. Matejka, Incorporator