

**DECLARATION AND ESTABLISHMENT
OF COVENANTS, CONDITIONS, RESERVATIONS,
RESTRICTIONS AND EASEMENTS
FOR
VALLEY VIEW FOURTH SUBDIVISION**

THIS DECLARATION (herein "Declaration") is made this _____ day of _____, _____, by Valley View Recreational Association., a corporation organized and existing under the laws of the State of Nebraska, principal office of domicile of which is situated in Marquette, Nebraska, herein referred to collectively as "Declarant". The corporation, its successors, grantees and assigns is represented in this Declaration by its President, Leslie M. Solt, who is fully empowered and qualified to execute this Declaration on behalf of said corporation.

WITNESSETH:

1. **Declaration of Purposes.** The Declarant is owner in fee simple of certain real property located in Hamilton County, Nebraska, and known by the official plat designation as Valley View Fourth Subdivision and as more specifically described in paragraph 2 of this Declaration and hereinafter referred to as "Birdie Drive Subdivision". The purpose of this Declaration is to declare the desire of the Declarant to subject Valley View Fourth Subdivision and the improvements thereon to all of the covenants, conditions, easements, and restrictions contained in this Declaration. Declarant hereby agrees and declares that all of Valley View Fourth Subdivision shall be held, leased, sold, used, operated, and conveyed subject to the following understanding, easements, restrictions, covenants, and conditions which are for the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots constituting Birdie Drive Subdivision. Declarant hereby declares that all the real estate described as Valley View Fourth Subdivision and each part thereof, except the real estate excluded herefrom, shall be held, sold and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in Valley View Fourth Subdivision or in any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.
2. **Description of Land.** The land in Hamilton County, Nebraska owned by the Declarant and which is hereby submitted and included in and to this Declaration is the real estate described on Exhibit "A" which is attached hereto and incorporated herein by this reference.
3. **Definitions.** For the purpose of this Declaration, the following terms shall have the following meanings unless the context in which the same is utilized clearly indicates otherwise:
 - (a) "Association" shall mean and refer to Birdie Drive HOA, a Nebraska non-profit corporation, its successors and assigns.
 - (b) "Common Area" shall mean all real or personal property owned, leased or managed by the Association for the common use and enjoyment of the Owners. The Common Area to be owned, leased or managed by the Association is described on Exhibit "B" which is attached hereto and incorporated herein by this reference and such additions

thereto as may be added in the future. No structures shall be constructed in the Common Area which could be used as living quarters.

- (c) "Declarant" Shall mean Valley View Recreational Association. And its successors and assigns.
- (d) "Lessee" shall mean every person or entity to whom a lease is made by Declarant, whether pre-existing or subsequent to the filing of the Declaration.
- (e) "Lot" shall mean any plot or parcel of land shown as a separate Lot on the recorded subdivision map of Valley View Fourth Subdivision with the exception of the Common Area.
- (f) "Member" shall mean every person or entity who holds membership in the Association.
- (g) "Mortgage" shall mean a conventional mortgage or a deed of trust.
- (h) "Mortgagee" shall mean a holder of conventional mortgage or a beneficiary under of holder of a deed of trust.
- (i) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title, including contract sellers, to any Lot which is part of Birdie Drive Subdivision, but shall not include those holding title merely as security for performance of an obligation.
- (j) "Birdie Drive Subdivision" shall mean the subdivided real property hereinbefore described on Exhibit "A" attached hereto and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

4. General Understanding.

- (a) The Lots as subdivided on the date of this Declaration abut and front upon a lake which is part of the Common Area. All Lot owners shall be entitled to use of the Common Area in common with the Owners or Lessees of the other lots in Birdie Drive Subdivision, but such use shall be subject to rules and regulations pertaining to such use as shall be established from time to time by the Association.
- (b) The general arrangement surrounding the sale, lease, use, enjoyment, and/or operation of Valley View Fourth Subdivision and the Common Area are as follows:
 - (i) Each Owner, Lessee, occupant, the Declarant and the Association agree to hold, lease, sell, use, convey, and operate Valley View Fourth Subdivision and the Common Area pursuant to the understandings, easements, restrictions, covenants, and conditions contained in or referred to in this Declaration. Only Declarant is permitted to lease a lot, except as Owner may lease a lot with the consent of the Association.

5. **Membership in Association-Voting Rights.**

- (a) Every Owner of a Lot shall be a member in the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot, except as provided herein for Class B and Class C members.
- (b) The Association shall have three classes of voting members as follows:

Class A - Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the votes of such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A members.

Class B - Class B members shall be Declarant who shall be entitled to exercise eight (8) votes for each Lot owned or six (6) votes for each Lot owned and leased to a Lessee. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Nothing in this paragraph shall be construed to limit Declarant, as defined in the Declaration to only one membership with eight (8) votes or six (6) votes, it being understood that the Declarant shall have eight (8) votes for each Lot owned and six (6) votes for each Lot owned and leased to a lessee while Class B membership exists.

Class C - Class C members shall be a Lessee or contract buyer who has been transferred the right to vote pursuant to an agreement or lease and shall be entitled to one vote for each Lot leased or being purchased. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote of such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot being leased or being purchased by Class C members.

6. **Assessments.**

- (a) Declarant hereby covenants for each Lot within Birdie Drive Subdivision, and each Owner of a Lot is hereby deemed to covenant by signature hereon or by executing an Acceptance Agreement or by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessment for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

- (b) The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in Birdie Drive Subdivision, and for the improvement and maintenance of the Common Area situated in Birdie Drive Subdivision. Assessments may be used to carry out the duties and pay the costs of the Association under any management agreement to which it is or becomes a party. The annual assessments shall include generally the areas of maintenance and repair, utilities, equipment for the Common Area, fire insurance and liability insurance, materials, supplies necessary or proper in the opinion of the Board of Directors of the Association as to the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions, and for such other expenses that promote the health, safety, welfare, and recreation of the Lot Owners and Association.
- (c) The maximum annual assessment will be as follows:
 - (i) Until December 31, 2019, the maximum annual assessment shall be \$200.00 per year.
 - (ii) From and after January 1, 2020, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the members.
 - (iii) The Board of Directors of the Association may fix the annual assessment in an amount not in excess of the maximum.
- (d) In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, replacement or improvement, or other expenditure determined to be necessary by the Board of Directors of the Association for the benefit of Lot Owners and that promotes the health, safety, welfare, or recreation of the Lot Owners and Association in the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by the votes of two-thirds (2/3) of the members who are voting in person or by proxy at the meeting.
- (e) Written notice of any meeting called for the purpose of taking any action authorized by paragraphs (c) and (d) above shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of all classes of membership combined shall constitute a quorum for meetings called for purposes authorized by paragraphs (c) and (d) above. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite two-thirds (2/3) of the members who are voting in person or by proxy at the meeting, then members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
- (f) Both annual and special assessments must be fixed at a uniform rate for all Lots, provided that all Lots which neither have been sold nor leased by the developer shall

be fixed at 25 percent of the amount of the assessment for lots which have been sold or leased at the time the assessment shall have been approved, unless determined otherwise by the Association and provided that lots which constitute a portion of the common area shall not be liable for any assessments. The annual assessments provided for herein shall commence as to all lots on March 1, 2019. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be payable at such intervals as the Association shall allow. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, on demand, and for a fee, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific Lot has been paid, and may, on or before August 1st of each year, cause to be recorded in the office of the County Clerk of Hamilton County, Nebraska a list of delinquent assessments as to that date.

- (g) Any assessment not paid within ninety (90) days after the due date shall be deemed to be in default and shall bear interest at the rate of 12% per annum or the maximum legal rate allowed by law, whichever is lesser, from date due until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose a lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- (h) A sale or transfer of any lot shall not affect the assessment lien. Further, no sale or transfer of any lot shall extinguish the personal liability of the owner of each lot, for the payment of such assessment, without the consent of the Association.

7. Property Rights.

- (a) Every Owner of a Lot shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:
 - (i) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by Members constituting two-thirds (2/3) of all the votes of all classes of membership agreeing to such dedication or transfer has been duly recorded.
- (b) Subject to such limitations as may be imposed by the By-Laws, each Owner may delegate his right of enjoyment in and to the Common Area and facilities to the members of his family, his guests, tenants, and invitees.
- (c) The following other easements shall exist:
 - (i) Valley View Recreational Association. shall retain right to grant easements for installation and maintenance of utilities and drainage facilities. In the event Valley View Recreational Association. conveys the title to the common area to

the Association, then the Association shall have the right to grant such easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow or drainage facilities in the easements. The easement area of each Lot and all improvements thereon shall be continually maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority utility company is responsible. Power service within the lots, from the meter to the building served, shall be underground.

- (ii) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, right of way, and such easements, reservations and right of way, shall at all times be open and accessible to public and quasi public utility corporation, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such location to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.
- (iii) There shall exist appurtenant easements of access to all roads within Valley View Fourth Subdivision for the use of all individuals.
- (iv) Valley View Recreational Association. may use portions of the roads within Valley View Fourth Subdivision in the operations of their business. Valley View Recreational Association. shall retain the right to grant easements for these purposes.
- (d) The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.
- (e) There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in Valley View Fourth Subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

8. **Architectural Control.** No building, septic tank (including leach field), water supply well, fence, wall, or other structure shall be commenced, erected or maintained within Birdie Drive Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and locations of 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 by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board of Directors of the Association. Approval or disapproval shall be based upon the standards established by the Association and approval shall not be unreasonably withheld. Each home, house, cabin or residence shall equal or exceed a minimum size of 1400 square feet of living space with garages, carports and sun

porches excluded. Minimum square footage shall be computed by plan view. In the event such Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 20 days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. Anyone desiring to place any structure on any lot authorized by this Declaration must secure a building permit from the Hamilton County Planning Commission before construction is initiated.

Minimum Setbacks:

Front Yard	50'
Side Yard	25'
Rear Yard	50'

9. **Use Restrictions.** Valley View Fourth Subdivision shall be occupied and used only as follows:

- (a) Each Lot shall be used for a single family residence and for no other purpose, unless approved by the Association, except for the Declarant.
- (b) No business of any kind shall be conducted on a Lot or in a residence without the approval of the Association, except the business of Declarant or a business owned by Declarant.
- (c) No noxious or offensive activity or nuisance which endangers the health or disturbs the peace and quiet of an Owner shall be carried in or on any Lot with the exception of the business of Declarant or a business owned by Declarant. No sign of any kind shall be displayed in public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address, signs and lawn signs of not more than nine square feet in size advertising the property for sale or rent and only one (1) sign per Lot.
- (d) Nothing shall be done or kept on a Lot or on the Common Area which would increase the rate of insurance relating thereto, except a business owned and operated by Declarant, without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his Lot or the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.
- (e) No animals or livestock of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats and other household pets may be kept on Lot subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. The Lot shall be maintained in a clean, neat and orderly condition and all weeds shall be cut or mowed.
- (f) No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in covered sanitary containers which are regularly emptied and located in appropriate areas concealed from public view. No burning of garbage or other refuse or debris upon the Lot or within Valley View Fourth Subdivision shall be allowed, unless in a designated area marked by the Association.

- (g) No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.
- (h) No building, basement, tent, shack, garage, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently, except during the time period the Owner or Lessee is building a residence and then only with the written approval of the Board of Directors.
- (i) Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.
- (j) Automobiles or other vehicles may not be dismantled or repaired outside of a garage or residence nor may they be stored upon a Lot for more than seven (7) consecutive days. All vehicles parked outside must be legally licensed.
- (k) Any building or structure constructed upon a Lot shall be externally completed within 12 months after the commencement of construction.
- (l) All yard lights and outside lights shall have an outside switch thereon so that they may be turned off, except lights installed by the Association.
- (m) The Association shall have the right to establish grades and slopes for all Lots and to fix the grade and location at which any structure will be placed upon a Lot.
- (n) All water wells and septic tanks shall conform to the minimum standards established by the Nebraska Department of Health and the Nebraska Department of Environmental Control. The location of all water wells and septic tanks shall be approved by the architectural committee.
- (o) All applicable zoning rules and regulations shall be complied with as to all construction for residential R-1 district.
- (p) Power service within the Lots, from the meter to the building served, shall be underground.

10. **Annexation of Additional Property.** Additional real property and common property may be annexed to Valley View Fourth Subdivision with the consent of members constituting two-thirds (2/3) of all votes of all classes of membership.

11. **General Provisions.**

- (a) Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the 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. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions.

- (b) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.
- (c) Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by two-thirds (2/3) of all the votes of all classes entitled to vote.
- (d) No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to Valley View Fourth Subdivision or any Lot therein; provided, however, that such condition shall be binding upon any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association.
- (e) Any notices required to be sent to any Owner pursuant to this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the person who appears as Owner on the records of the Association at the time of such mailing.

12. **Exhibits.** Attached hereto and made a part hereof are the following exhibits:

Exhibit "A" - Legal Description of real estate subject to Declaration

IN WITNESS WHEREOF, the Declarant, Valley View Recreational Association., has caused this instrument to be executed the day and year first above written, by its General Partner.

VALLEY VIEW RECREATIONAL ASSOCIATION.,

By _____
President

STATE OF NEBRASKA)
) SS
COUNTY OF HAMILTON)

Be it remembered, that on _____, 2018 before me, Notary Public of the State of Nebraska, personal appeared Leslie M Solt, who being by me duly sworn

upon his oath, deposes and makes proof that he is a President of Valley View Recreational Association., and as

such President has authority to execute as well as make this Declaration on behalf of the Corporation, that said Declaration was signed and delivered by Leslie M. Solt as and for the voluntary act and deed of said Declarant, in the presence of this Notary Public, who thereupon subscribes his name as attesting witness.

Notary Public

**BYLAWS
OF
BIRDIE DRIVE HOMEOWNER'S ASSOCIATION, INC.
(non-profit)**

**ARTICLE I.
OFFICES**

The principal office of the non-profit corporation shall be at a location designated by the Board of Directors. The non-profit corporation may have such other offices, either within or outside the State of Nebraska, as the Board of Directors may designate or as the business of the non-profit corporation may require.

**ARTICLE II.
BOARD OF DIRECTORS**

Section 1. General Powers. The business and affairs of the non-profit corporation shall be managed by its Board of Directors, except as otherwise provided in the Nebraska Non-profit Corporation Code or the Articles of Incorporation.

Section 2. Number. The number of directors shall consist of not less than five (5) nor more than nine (9) individuals who are nominated and approved by the Member, as defined in the DECLARATION AND ESTABLISHMENT OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS FOR VALLEY VIEW FOURTH SUBDIVISION, HAMILTON COUNTY, NEBRASKA (hereinafter referred to as "DECLARATION").

Section 3. Tenure. The initial Board of Directors shall hold office until the first annual meeting of the Board of Directors and until their successors have been elected and qualified. At the first annual meeting of Members and the Board of Directors and at each annual meeting thereafter, the Members shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he or she is elected and until his or her successor has been elected and qualified. Directors are removable in the manner provided by these Bylaws or the Nebraska Non-profit Corporation Code.

Section 4. Qualifications. Directors shall be natural persons of the age of nineteen years or older, who are Members.

Section 5. Vacancies. Any director may resign at any time by giving written notice to the President or to the Secretary of the non-profit corporation. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the Board of Directors called for that purpose or by affirmative vote of a majority of the directors in the same manner as filling a vacancy.

Section 6. Regular Meeting. A regular meeting of the Board of Directors shall be held with fourteen days written notice to the Members. The Board of Directors may provide, by resolution, the time and place, either within or outside Nebraska, for the holding of additional regular meetings with fourteen days' notice to the Members. Regular meetings of the Board of Directors shall occur no less than quarterly during the year, including the annual meeting of the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors and/or the Members may be called by or at the request of the President or 50.00 percent of the Members. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or outside Nebraska, as the place for holding any special meeting.

Section 8. Notice of Special or Regular Meeting--Waiver. Written notice of any special meeting shall be given at least fourteen days prior to the meeting, personally delivered or mailed to each Member and director at the address determined from the records of the non-profit corporation. The notice shall be deemed to be delivered when deposited in the United States mail, properly addressed with postage prepaid. The business to be transacted and/or the purpose of any regular or special meeting of the Board of Directors or Members shall be specified in the notice or waiver.

A written waiver of notice signed by the director or Member entitled to such notice, whether executed before, at, or after the time stated in such waiver, shall be equivalent to the giving of such notice. By attending or participating in a meeting, a director waives any required notice of such meeting unless the director, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting.

Section 9. Quorum. A majority of the directors shall constitute a quorum, and fifty percent (50%) of the Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors and/or Members, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 10. Manner of Acting. The act of the majority of the directors and Members present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a meeting has a quorum, but before the termination of the meeting directors leave the meeting, then the remaining directors shall constitute a quorum for purposes of acting as a non-profit corporation, and all such acts voted on at such meeting shall be the acts of the Board of Directors.

Section 11. Compensation. By resolution of the Board of Directors, any director may be paid any one or more of the following: Expenses, if any, of attendance at meetings or a fixed sum for attendance at each meeting as director. No such payment shall preclude any director from serving the non-profit corporation in any other capacity and receiving compensation for such services.

Section 12. Presumption of Assent. A director who is present at a meeting of the Board of Directors, or who leaves the meeting prior to adjournment of that meeting, at which action on any corporate matter is taken, is deemed to have assented to the action taken unless;

- (a) He or she objects at the beginning of such meeting to the holding of the meeting or the transacting of business at the meeting; and

- (b) He or she contemporaneously requests that the dissent from the action be entered in the minutes of such meeting; or
- (c) He or she gives written notice of the dissent to the presiding officer of the meeting before its adjournment or to the Secretary of the non-profit corporation within twenty-four hours after adjournment of the meeting.

The right of dissent as to specific action taken at a meeting is not available to a Director who votes in favor of such action.

Section 13. Chairman of the Board. In the event the Board of Directors decides that a Chairman of the Board is to be elected, the Chairman shall be chosen from among the directors. The Chairman will preside at all meetings of the Board of Directors and perform other duties assigned by the Board of Directors.

Section 14. Committees. The Board of Directors may, by resolution, establish an Executive Committee and one or more other committees which shall have the authority of the Board of Directors or such lesser authority as may be set forth in the resolution.

The Board of Directors may not delegate authority to fill vacancies on either the Board of Directors or any committee, or terminate the homeowners association, or to amend the Bylaws or Articles of Incorporation.

No delegation of authority shall operate to relieve the Board of Directors or any individual Member of the Board from any responsibility imposed by law.

Section 15. Informal Action--Unanimous Consent. Any action required or permitted to be taken at a meeting of the directors (or a committee of the directors) may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all of the directors entitled to vote with respect to the meeting's subject matter. This consent shall have the same force and effect as a unanimous vote of the directors (or the committee of directors) and may be stated as such in any articles or documents filed with the Secretary of State. Action taken upon unanimous consent is effective when all directors (or Members of the committee) have signed the consent, unless the consent specifies a different effective date.

Section 16. Telephone Conferences. The Members of the Board of Directors (or a committee of directors) may participate in a meeting of the Board (or committee) by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation in such manner shall constitute presence in person at the meeting.

Section 17. Removal. At a meeting of the Board of Directors called expressly for that purpose, the entire Board or any lesser number of directors may be removed with or without cause by a vote of majority of the directors then comprising a quorum.

ARTICLE III.

OFFICERS AND AGENTS

Section 1. General. The officers of the non-profit corporation shall be a President, a Secretary and a Treasurer. The Board of Directors may appoint such other officers, including Vice President(s), assistant officers, committees and agents, as it may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as may be determined by the Board of Directors. In all cases where the duties of an officer, agent or employee are not prescribed by the Bylaws or by the Board of Directors, such officer, agent or employee shall follow the orders and instruction of the President. The Board of Directors may hire an Executive Director to fulfill the Administrative duties of the non-profit corporation, including but not limited to budget preparation and management, payroll, tax compliance, attendance at meetings of the Board of Directors, reporting finances and condition of the non-profit corporation to the Board of Directors, maintaining and repairing the Property, and other such duties as prescribed by the Board of Directors by action at meetings or by written job description as updated from time to time.

Section 2. Election and Term of Office. The officers shall be elected by the Board of Directors at the annual meeting of the Members and Board of Directors. If the election of officers is not held at such meeting, the election shall be held as soon as practicable thereafter. Each officer shall hold office until his or her successor is duly elected and qualified or until his or her death, resignation or removal.

Section 3. Removal. Any officer or agent may be removed by the Board of Directors or sixty-seven percent (67%) of the Members whenever, in their judgment, removal would serve the best interests of the non-profit corporation. Removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent shall not in itself create contract rights. Hiring of the Executive Director shall be at will.

Section 4. Vacancies. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall, subject to the direction and supervision of the Board of Directors, be the Chief Executive Officer of the non-profit corporation and shall have general and active control of the corporate business and general supervision of its officers, agents and employees, including the Executive Director. He or she shall preside at all meetings of the Board of Directors, unless a separate Chairman of the Board has been elected pursuant to Article 11, Section 13 above. The President shall have custody of the Treasurer's bond, if any.

Section 6. Vice President(s). The Vice President shall assist the President and shall perform such duties as may be assigned by the President or by the Board of Directors. In the absence of the President, the Vice President shall have the powers and perform the duties of the President. Any additional vice presidents shall have the powers and perform such duties as may be delegated to or required of them by the Board of Directors.

Section 7. Secretary and Assistant Secretaries. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep at its registered office or principal place of business, within or outside Nebraska, a record containing

the names and addresses of all directors; and (e) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or the Board of Directors. The Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

Section 8. Treasurer and Assistant Treasurers. The Treasurer shall be the principal financial officer of the non-profit corporation and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the non-profit corporation and shall deposit the same in accordance with the instructions of the Board of Directors. The Treasurer shall: (a) receive and give receipts for moneys paid to or for the account of the non-profit corporation; (b) pay out of the funds on hand all bills, payrolls and other just debts of the non-profit corporation of whatever nature upon maturity; (c) perform all other duties incident to the office of the Treasurer; (d) upon request of the Board, make such reports to it as may be required; (e) if required by the Board, give the non-profit corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of duties and for the restoration to the non-profit corporation of all books, papers, vouchers, money and other property of whatever kind belonging to the non-profit corporation in the possession or under the control of the Treasurer; and have other powers and perform other duties as may be prescribed by the Board of Directors or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer. The Board of Directors may assign any or all of the duties of the Treasurer to the Executive Director or any other agent or employee of the non-profit corporation, so long as the Treasurer supervises, reviews and presents the financial reports to the Board of Directors at each regular and annual meeting of the Board of Directors. The Board of Directors may then require the bonding of the Executive Director or other such agent or employee of the nonprofit corporation. The books shall be audited annually by an outside auditor disinterested in the non-profit corporation and/or the Board of Directors. The audit shall be completed and presented to the Board of Directors within sixty (60) days after the end of the closing of the books for the end of the year of the business of the non-profit corporation. Failure to do so may result in the termination of the employment of the Executive Director, or other such agent or employee of the non-profit corporation.

ARTICLE IV. MEMBERS

The nonprofit corporation will have three classes of voting Members as follows:

Section 1. Class A Member. Class A Members shall be all Owners with the exception of Declarant, as defined in the DECLARATION, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the votes of such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Section 2. Class B Member. Class B Members shall be Declarant who shall be entitled to exercise eight (8) votes for each Lot owned or six (6) votes for each Lot owned and leased to a Lessee. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Nothing in this paragraph shall be construed to limit Declarant to only one membership with eight (8) votes or six (6) votes, it being understood that the Declarant shall have eight (8) votes for each Lot owned and six (6) votes for each Lot owned and leased to a lessee while Class B membership exists.

Section 3. Class C Member. Class C Members shall be a Lessee or contract buyer who has been transferred the right to vote pursuant to an agreement or lease and shall be entitled to one vote for each Lot leased or being purchased. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote of such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot being leased or being purchased by Class C Members.

ARTICLE V. INDEMNIFICATION

Section 1. Officers and Directors. Each director and/or officer of the non-profit corporation who was, is or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she was or is a director and/or officer of this non-profit corporation or was or is serving at the request of this non-profit corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by this non-profit corporation against all costs and expenses, including attorneys fees, expert witness fees, judgments, fines or amounts paid in settlement actually and reasonably incurred if he or she acted in good faith and (1) while acting in the official capacity with the non-profit corporation, acted in a manner reasonably believed to be in the best interests of the non-profit corporation; or, (2) while acting in any other capacity, acted in a manner reasonably believed to be at least not opposed to the non-profit corporation's best interests. In the event of any criminal action or proceeding, such indemnification is authorized if the officer or director had no reasonable cause to believe the conduct was unlawful.

Each director and/or officer of this non-profit corporation who was, is or is threatened to be made a party to any action or suit by or in the right of the non-profit corporation to procure a judgment in the non-profit corporation's favor and whose joinder is by reason of the fact that the director and/or officer was or is a director or officer of this non-profit corporation or was or is serving at the request of the non-profit corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified to the extent and under the circumstances set forth in the preceding paragraph. No indemnification shall be made under this paragraph if, with respect to any claim, issue or matter, the director and/or officer has been adjudged to be liable for negligence or misconduct in the performance duty to this non-profit corporation unless the court within which such action or suit was brought determines, in view of all circumstances, that such director and/or officer is reasonably entitled to indemnification for such expenses as the court deems proper.

The non-profit corporation may, but need not, pay or reimburse the director and/or officer for reasonable expenses incurred in a proceeding in advance of final determination of the proceeding, if (1) the director or officer furnishes a written statement that the conduct is such as to entitle him or her to indemnification under this Bylaw and (2) the director or officer agrees in writing to repay to the non-profit corporation any sums advanced by the non-profit corporation if it is later determined that the conduct was not such as to allow indemnification.

Any indemnification and/or agreement to make advanced payment of expenses under this Section 1, shall be made on a case by case basis. Such determinations shall be made by majority vote

of a quorum of the Board of Directors consisting of directors who are not parties to the action, suit or proceeding; or, if such a quorum is not obtainable, by a committee of not less than two disinterested directors as designated by the Board of Directors; or, by independent legal counsel, selected by majority vote of the Board of Directors or the committee previously selected by the Board of Directors.

The indemnification rights provided by this Section 1 shall not be deemed exclusive of the other rights to which a director or officer may be entitled as a matter of law, under any agreement,

Section 2. Persons Other Than Directors and/or Officers. The Board of Directors may, in its unrestricted discretion, authorize the indemnification of any person other than a director or officer upon such terms and conditions as the Board of Directors may deem appropriate. Such indemnification may be, in whole or in part, against expenses only or include indemnification against judgments, fines or amounts paid in settlement. Such indemnification may be made in advance of final determination of the proceedings if appropriate. Determinations of entitlement to indemnification or to advance payment of expenses shall be made on a case by case basis by the Board of Directors, a committee of the Board of Directors, or independent counsel, in the same manner as indemnifications made under Section 1.

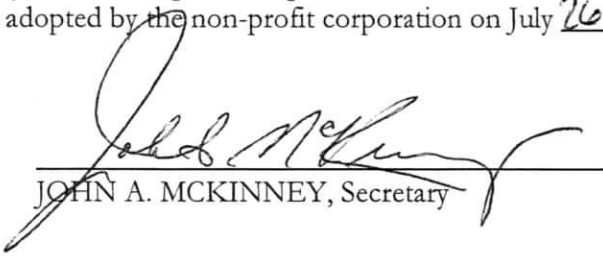
Section 3. Advances. Any indemnification and/or agreement to make advance payment of expenses authorized by this Bylaw shall be permitted only if in compliance with the authority granted to non-profit corporations to indemnify directors, officers, employees and agents.

ARTICLE VI. MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the non-profit corporation shall be established by the Board of Directors.

Section 2. Amendments. The Board of Directors shall have power to make, amend and repeal these Bylaws at any regular meeting of the Board or at any special meeting called for that purpose.

The undersigned, as Secretary of the non-profit corporation, certifies that the foregoing is a true and correct copy of the Bylaws adopted by the non-profit corporation on July 26, 2019.



JOHN A. MCKINNEY, Secretary

ARTICLES OF INCORPORATION
BIRDIE DRIVE HOMEOWNER'S ASSOCIATION, INC.
(nonprofit)

THE UNDERSIGNED natural person, being over the age of nineteen years, hereby establishes a non-profit corporation under and pursuant to the Laws of the State of Nebraska and adopts the following Articles of Incorporation for a nonprofit corporation.

ARTICLE 1.
NAME.

The name of the corporation is: BIRDIE DRIVE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE 2.
DURATION.

The corporation shall have perpetual existence, unless otherwise dissolved pursuant to law.

ARTICLE 3.
PURPOSE AND POWERS.

- (a) To manage BIRDIE DRIVE HOMEOWNER'S ASSOCIATION, INC. and to be the association referred to in the DECLARATION AND ESTABLISHMENT OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS FOR VALLEY VIEW FOURTH SUBDIVISION, HAMILTON COUNTY, NEBRASKA (hereinafter referred to as "DECLARATION") and to enforce the covenants and conditions contained therein;
- (b) To provide an entity for the furtherance of common interests of the LOT owners of VALLEY VIEW FOURTH SUBDIVISION, LOCATED IN HAMILTON COUNTY, NEBRASKA AND ALSO KNOWN AS BIRDIE DRIVE HOMEOWNER'S ASSOCIATION. This is a mutual benefit corporation pursuant to 21-1921(2)(iii) Neb. Rev. Stat. (1996 Cum. Supp.); and
- (c) To perform any and all other legal acts authorized under Nebraska law.

ARTICLE 4.
MEMBERSHIP.

Every person or entity who is a record Owner of a lot that is now or hereafter subject to assessment as provided in the DECLARATION, including contract sellers, shall be a Member of the nonprofit corporation. Acquisition by such Owner of an interest in a Lot shall be deemed such Owner's consent to admission as a Member, and such membership may not be terminated without divestiture of such interest in a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

A transfer of membership shall occur automatically upon the transfer of title to a Lot to which the membership pertains.

ARTICLE 5.
VOTING RIGHTS.

The nonprofit corporation will have three classes of voting Members as follows:

Class A - Class A Members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the votes of such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Class B - Class B Members shall be Declarant who shall be entitled to exercise eight (8) votes for each Lot owned or six (6) votes for each Lot owned and leased to a Lessee. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Nothing in this paragraph shall be construed to limit Declarant, as defined in the Declaration, to only one membership with eight (8) votes or six (6) votes, it being understood that the Declarant shall have eight (8) votes for each Lot owned and six (6) votes for each Lot owned and leased to a lessee while Class B membership exists.

Class C - Class C Members shall be a Lessee or contract buyer who has been transferred the right to vote pursuant to an agreement or lease and shall be entitled to one vote for each Lot leased or being purchased. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote of such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot being leased or being purchased by Class C Members.

ARTICLE 6.
REGISTERED OFFICE AND AGENT.

The registered agent of the corporation is AARON PURVIS and the registered office of the corporation is located at 102 Valley View Drive, Marquette, Nebraska 68854

ARTICLE 7.
PRINCIPAL PLACE OF BUSINESS.

The address of the corporation's initial principal office is 2407 NE-14, Marquette, Nebraska 68854.

ARTICLE 8.
BOARD OF DIRECTORS.

The affairs of the nonprofit corporation shall be managed by a Board of not less than five (5) nor more than nine (9) Directors, as set forth in the Bylaws, except that until termination of the Period of Declarant Control the Board of Directors shall consist of five (5) Directors. Directors shall be Members, which, in the case of Declarant, may include any director, officer, employee or authorized agent of Declarant and, in the case of other Members who are entities, may include authorized

appointees of each such Member. The number of Directors may be changed by amendment of the Bylaws of the nonprofit corporation.

The Association shall indemnify its Directors to the full extent permitted by Nebraska law. The personal liability of a Director, other than Declarant appointed Directors, to the nonprofit Association or its Members for monetary damages for breach of fiduciary duty as a Director is eliminated; except that this shall not eliminate or limit the liability of a Director to the Association or its Members for monetary damages for: any breach of the Director's duty of loyalty to the nonprofit corporation or its Members; wanton or willful acts or omissions; or any transaction from which the Director derived an improper personal benefit; or any act or omission occurring prior to the date when this provision becomes effective.

ARTICLE 9. **INCORPORATOR.**

The incorporator is: ANDREW J. HOFFMAN.

ARTICLE 10. **MISCELLANEOUS.**

10.1 Transactions with Directors and Officers. No contract or other transaction between the corporation and any person, firm, partnership, corporation, trust, joint venture syndicate or other entity shall be in any way affected or invalidated solely by reason of the fact that any director or officer of the corporation is pecuniarily or otherwise interested in, or is a director, officer, shareholder, employee, fiduciary, agent or Member of such other entity, or solely by reason of the fact that any officer or director, individually or through any entity in which such director or officer is in any way interested, may be a party to or may be interested in a contract or other transaction with the corporation.

10.2 Amendment. The corporation reserves the right to amend these Articles from time to time in any manner now or hereafter permitted by law. Amendment of these Articles shall require the assent given in writing by not less than sixty-seven percent (67%) of the Members present, in person or by proxy, at an annual meeting of the Members or at a special meeting called for this purpose; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

10.3 Partial Liquidation. In addition to the other powers conferred upon the Board of Directors, and subject to law, the Board of Directors may from time to time distribute to the shareholders in partial liquidation, from stated capital or capital surplus, a portion of the corporate assets, in cash or in kind.

10.4 Dissolution. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not

so disposed of shall be disposed of by the Circuit Court, or other appropriate Court, of the County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purpose.

IN WITNESS WHEREOF, the undersigned, being the incorporator designated in the foregoing Articles of Incorporation, has executed these Articles in duplicate this 25th day of July, 2019.

Incorporator:



JERRY D. CLINCH, Incorporator

STATE OF NEBRASKA

COUNTY OF MERRICK

)
) ss.
)

I hereby certify that on the 23rd day of July, 2019, personally appeared before me JERRY D. CLINCH who being by me first duly sworn declared and acknowledged that he was the person who signed the foregoing Articles of Incorporation as his free and voluntary act for the uses and purposes therein contained.

Witness my hand and official seal.



Notary Public

Birdie Drive Homeowners Association
Building Request Form for Board of Directors

Date Submitted: _____ Lot Number and Owner: _____

Mailing address (if different than Birdie Drive lot): _____

Home Phone/Cell Phone: _____

Email address: _____

Type of improvement: _____

- Home, complete Part A
- Retaining Wall, complete part B
- Fence, complete part C
- Miscellaneous structure, part D (if not included in original home request) – includes items such as detached garage, deck, boat dock, shore station, pier, kennel, trash enclosure, etc.

Attach a copy of the Hamilton County building permit (if required) _____

Note: please review all covenants and by-laws and other guidelines issued by the Association prior to making a request.

Have you had your property surveyed to be sure of pin location? Yes or No - if not, reason _____

PART A: HOME

1. Type of Construction _____
2. Square Feet (exclude garage, carport, basement, porches, etc.) _____
3. General design of home _____
4. Basement (walk-out or not) _____ 5.
- Slab or crawl space _____ 6.
- Exterior – type and color of siding, brick, trim, decking, etc. _____ 7.
- Roof – type of roofing and color _____
- Gabled, sloped, etc. and roof pitch _____
8. Attach a copy of the architectural plans, clearly showing the exterior dimensions, location of home on lot, exterior elevation, set backs, well and septic tank, lateral fields and placement of driveway
9. Any other pertinent information that you have for your home plans and construction

PART B: RETAINING WALL

1. Type of material _____
2. Height: _____ Length: _____ Color: _____ Shape: _____
3. Attach a diagram of the wall and its location on the lot and setbacks
4. Any other pertinent information that you have for your retaining wall

PART C: FENCES

1. Type of material _____
 2. Height: _____ Length: _____ Color: _____ Shape: _____
 3. Setback requirements met? _____ Will this fence be neighbor friendly? _____ 4.
- Attach a diagram of the wall and its location on the lot and setbacks

PART D: MISCELLANEOUS STRUCTURES – answer as applicable

1. Describe general project and design _____
 2. Type of material _____
 3. Height: _____ Length: _____ Color: _____ Shape: _____
 4. Exterior – type and color of siding, brick, trim, decking, etc. _____
 5. _____
 - Roof – type of roofing and color _____
 - Gabled, sloped, etc. and roof pitch _____ 6.
- Attach a diagram of lot with existing and new structures locations and set backs
7. Is this structure finished in materials complementary to the house?

The undersigned agrees that plans and specifications submitted as part of the application will NOT be amended and that the finished structure will be what is represented by these plans and specifications.

I acknowledge that I understand that the State of Nebraska Department of Environmental Quality (DEQ) has approved the lot layout provided to me. Any changes to the well, septic tank and lateral field must be submitted to them and approved by both the DEQ and the Birdie Drive Homeowners Association, before any construction can begin.

I also acknowledge that the eight foot utility easement is reserved for the electrical service and telecommunication providers. I will not place anything in this easement.

I further acknowledge that I may not infringe upon other lot owners with any structure.

Please send completed form and documents to the President of the Birdie Drive Homeowners Association Board of Directors.

Board of Directors Comments – including any restrictions or limitations to request of the lot owner:

Board approval _____

Board denial _____

Dated _____

Documented in Board Minutes _____

Birdie Drive Homeowners Association

Request For Board of Directors

Add an item to Agenda for Next Board Meeting or Association Meeting (if necessary)

Date Submitted: _____ Lot Number and Owner: _____

Mailing address (if different than Birdie Drive lot): _____

Home Phone/Cell Phone: _____

Email address: _____

Item requested to be added to Agenda: _____

Please make all requests to the Board first.

Are you making this request for the next Board meeting or Annual Association meeting: _____

If Board has already reviewed and denied your request, please explain your reason for bringing this request to the Association and refer to specific item in governing documents that you are asking Association to review: _____

Please send completed form and documents to the President of the Birdie Drive Homeowners Association Board of Directors.

Board of Directors Comments – including any restrictions or limitations to request of the lot owner:

Board approval _____

Board denial _____

Dated _____

Documented in Board Minutes _____

Association approval _____

Association denial _____

Dated _____

Documented in Association Minutes _____

Lot #	Name(s)	Email Address	Phone	Current Mailing Address
1	Negus	dhnegusfamily@gmail.com (Heather); dannegus2@gmail.com (Dan)	402-649-6532 (Dan); 308-940-1674 (Heather)	1527 Birdie Drive, Marquette NE 68854
2	Olivo	molivo03@hotmail.com (Mandy); jm_olivo@hotmail.com (Jesse)		1531 Birdie Drive, Marquette NE 68854
3	Krueger	kruegeraengehaupt@gmail.com (Andrea); DkhunterZ71@gmail.com (Dan)	308-390-9272	4404 East Bismark, Grand Island NE 68801
4	Kuchar			
5	Kuchar	kuchar85@hotmail.com	402-750-5221 (Travis); 308-390-1670 (Mandy)	1411 10th Ave, Central City NE 68826
6	Valley View			PO Box 247, Central City NE 68826
7	Valley View			PO Box 247, Central City NE 68826
8	Valley View			PO Box 247, Central City NE 68826
9	Herbig	shherbig@msn.com	308-940-0091 (Steve)	2035 17th Road, Central City NE 68826
10	Valley View			PO Box 247, Central City NE 68826
11	Armatys			
12	Armatys	32x@hamilton.net	308-550-1175	2607 19th Avenue, Central City NE 68826
13	Valley View			PO Box 247, Central City NE 68826
14	Valley View			PO Box 247, Central City NE 68826
15	Schmidt	schmidt48@yahoo.com (Micah); shyla_carlson@hotmail.com (Shyla)	712-253-9011 (Micah); 402-440-4882 (Shyla)	1814 12th Street, Central City NE 68826
16	Hutchinson	xhutch@gmail.com (Alex); deylikk@gmail.com (Kara)	308-293-5324 (Kara); 308-636-6234 (Alex)	3304 Schroeder Avenue, Grand Island NE 68803
17	Solt	hollydevorss23@gmail.com (Holly)	402-209-0561 (Holly); 308-940-1433 (Mitch)	1097 M Road, Central City NE 68826
18	Brown/Clausen	Brooke-brown93@hotmail.com (Brooke)	308-390-5346 (Ben)	1915 13th Avenue, Central City NE 68826
19	Butt	buttmyle42@gmail.com (Myles)	308-940-2423 (Myles); 308-940-2222 (Ivie)	1512 12th Avenue, Central City NE 68826

Birdie Drive HOA
Minutes of the Scheduled Meeting of the Birdie Drive HOA
December 6, 2020
3:00 PM

Location of Meeting:

Valley View Country Club
2407 N Highway 14
Marquette NE 68854

Present at the Meeting: Dan Negus, Heather Negus, Myles Butt, Alex Hutchison, Kara Hutchison, Micah Schmidt, Dan Krueger, Andrea Krueger, Steve Herbig, Julie Herbig, Jesse Olivo, Mandy Olivo, Lonnie Kutschkau (Representing Valley View) and Doug Ritta.

The meeting of the Birdie Drive HOA was called to order at 3:06 PM on December 6, 2020 at Valley View Country Club by Heather Negus.

Review of Previous Minutes

The minutes of the previous meeting were briefly reviewed and approved.

Consideration of Open Business

1. Election of Officers

Birdie Drive officers were elected by the present members and are as follows:

President: **Heather Negus**

Vice President: **Mitch Solt**

Treasurer: **Micah Schmidt**

Secretary: **Mandy Olivo**

It was also decided unanimously by the present members that the 4 above named officers will also serve as **The Architectural Committee**.

*Please see your HOA agreement for details on what is needed for approval on any new construction from this committee. Heather will email everyone the Bylaws

Consideration of New Business

1. Setting Up Birdie Drive HOA

It was unanimously decided that Heather would set up our HOA bank account at Citizens Bank and Trust. We established that there is already an existing EIN number currently under Aaron Purvis's name. Heather will change that to her name for tax purposes and all information will be mailed to Heather's address. We will use Keri Simmons CPA as our accountant. It was decided that dues of \$200 would not be collected until January 01, 2021 for tax purposes. Micah will mail everyone a bill which will also serve a receipt.

1. Road Maintenance

Doug was gracious enough to come discuss fees for road maintenance. His estimate is as follows:
-Birdie Drive alone \$50 every two weeks for road grading. Snow removal would be extra if needed. He estimated gravel per year to run around \$800 if needed. Doug will bill Birdie Drive HOA directly for our portion he bills out quarterly.

-Doug estimated Valley View Drive's fees \$150 every two weeks for grading. Snow removal would be extra if needed. Total Estimate \$6200.00.

Birdie Drive HOA will pay Valley View for our 19/27 responsibly for maintenance out of our HOA account.

The meeting of the Birdie Drive HOA was ajorned at 4:06 PM on December 6, 2020 at Valley View Country Club by Heather Negus.

Minutes submitted by Mandy Olivo

Approved by Heather Negus