

**BY-LAWS OF
BLUESTEM COMMONS HOMEOWNER'S ASSOCIATION**

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of the corporation is **BLUESTEM COMMONS HOMEOWNER'S ASSOCIATION**, hereafter referred to as the "Association". The principal office of the corporation shall be located at 5631 S. 48th Street, Suite 220, Lincoln, NE 68516, however, meetings of members and directors may be held at such places within the State of Nebraska, as may be designated by the Board of Directors.

**ARTICLE II
INCORPORATION OF DECLARATION
DEFINITIONS**

Section 1. As used herein, the term "Association" shall be deemed to mean the **BLUESTEM COMMONS HOMEOWNER'S ASSOCIATION**, a nonprofit Corporation, established for the purpose of owning and maintaining the Common Areas of and maintaining the lawns, driveways, parking lots and walks of the Lots of the Bluestem Commons Subdivision and all additions thereto, Dodge County, Nebraska.

Section 2. As used herein, the term "Covenants" or "Declaration" shall be deemed to refer to the Declaration of Protective Covenants, Conditions and Restrictions of the Bluestem Commons Subdivision together with all of its additions or modifications. Such declaration was filed as Instrument Number _____ in the office of the Register of Deeds of Dodge County, Nebraska. A copy of such declaration is attached hereto as exhibit A and is incorporated herein by this reference.

Section 3. "Articles" shall mean the Articles of Incorporation of the **BLUESTEM COMMONS HOMEOWNER'S ASSOCIATION**.

Section 4. Words used herein shall have the meaning set forth in the covenants.

**ARTICLE III
MEMBERSHIP RIGHTS**

Section 1. Membership. The owner of each Lot shall be a member of the Association and there shall be one membership per Lot and one vote per membership except in the case of Lots owned by the Developer and multi-family lots.

Section 2. A. Classes.

Class A: (Which includes Class A-1 and Class A-2 so long as Class A-2 exists).

Class A-1: Class A-1 members of the Association shall be all of those Owners of S, D and

SFL Lots. Each Lot shall have one Class A vote and a vote may be cast for each Lot owned on any matter of Association business affecting this class.

Class A-2: The Class A-2 member of the Association shall be the Developer which shall have ten Class A votes for each Lot owned by the Developer.

Class B: (Which includes Class B-1 and Class B-2 so long as Class B-2 exists).

Class B-1: Class B-1 members of the Association shall be all of those Owners of T Lots. Each Lot shall have one Class B vote and a vote may be cast for each Lot owned on any matter of Association business affecting this class.

Class B-2: The Class B-2 member of the Association shall be the Developer which shall have ten Class B votes for each Lot owned by the Developer.

Class C: (Which includes Class C-1 and Class C-2 so long as Class C-2 exists).

Class C-1: Class C-1 members of the Association shall be all of those Owners of C Lots. Each Lot shall have one Class C vote and a vote may be cast for each Lot owned on any matter of Association business affecting this class.

Class C-2: The Class C-2 member of the Association shall be the Developer which shall have ten Class C votes for each Lot owned by the Developer.

Class D: (Which includes Class D-1 and Class D-2 so long as Class D-2 exists).

Class D-1: Class D-1 members of the Association shall be all of those Owners of Multi-Family Lots. Each Lot shall have one Class D vote for each unit entitled upon the lot and a vote may be cast for each unit owned on any matter of Association business affecting this class.

Class D-2: The Class D-2 member of the Association shall be the Developer which shall have ten Class D votes for each Lot owned by the Developer.

B. Termination of Developer's Sub-class (sub-class 2). The Developer's membership and voting right in any class shall cease and be converted to the sub-class 1 membership of that class on the happening of either of the following events whichever first occurs:

- a. After the entire Neighborhood has been finally platted and when the total votes outstanding in sub-class 1 equals the total votes outstanding in subclass 2, or
- b. on December 31, 2040.

C. Unless a matter requiring a vote specifies a vote by class and the class of members entitled to vote upon such matter, each matter entitled to a vote shall be voted by each member and the majority of the votes of the members disregarding class shall determine the matter.

Section 3. Rights of Membership.

A. Each Member of Class B, and classes A, C and D may, have the lawn maintained by the Association and the snow removed from the parking lots, walks and drives for his or her Lot. Membership rights may be exercised by an Owner and may be delegated to and exercised by the person or persons who reside upon a Lot and the guests of any of them. Each Class B member is entitled to have the exterior of his or her home including landscape maintained by the Association. Each Member, though either general or special assessments, shall be responsible for the cost of maintenance of his or her Lot.

B. Each Member and Resident of the Lots are entitled to use the Common Areas as set forth in the Declaration but such use may be restricted if the Member owes the Association

money or violates rules and regulations regarding the use of the Common Areas.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, on the date and time to be fixed by the call of the President or as set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-twentieth (1/20) of all of the votes of membership disregarding each sub class two (2).

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote there at and Class E Members, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members in person or by proxy entitled to cast entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, there is no such quorum, the members, in person or by proxy, entitled to vote thereat shall have power to adjourn the meeting to another date certain. Notice shall be given of such rescheduled meeting ten (10) days in advance thereof and otherwise in accordance with Section 3 above and setting forth within such notice that the meeting is a rescheduled meeting. At such rescheduled meeting, the members present, in person or by proxy, shall constitute a quorum for any action except as otherwise required in the Articles, Declaration or these By-Laws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Action by Written Ballot. Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the corporation

delivers a written ballot to every member entitled to vote on the matter according to the Nebraska Nonprofit Corporation Statutes.

Section 7. Voting Entitlement. Each membership (i.e. each lot) except those owned by the Developer shall have one vote. Those owned by the Developer shall have ten votes per Lot. If the membership (ownership) stands in the names of two or more persons, then, with respect to voting, if only one votes, such vote binds all; if more than one votes then the vote shall be divided in fractions as their interests may appear.

Section 8. Special Meeting and Voting by Class. Classes of Membership may have meetings solely of the Class. Matters affecting only one class of membership shall be voted on by Class. The Developer shall determine all questions regarding whether a matter affects only one class until the Developer has relinquished development rights to the Association. Thereafter, the Board of Directors shall determine what classes are affected by a matter.

Section 9. Telephonic or electronic meeting. The Board may meet telephonically or electronically provided the forum is capable of an exchange of ideas reasonably and contemporaneously.

ARTICLE V **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than fifteen (15) directors, who need not be members. The number of directors shall be three until Class A-2 or B-2 and Class C-2 has been terminated. Thereafter the minimum number of directors shall be 5, provided, however, the number of directors shall always be divisible by five.

Section 2. Term of Office. The term of office shall be two years. Terms shall be staggered so one half of the total directors of the board less one is elected one year and one half of the total directors of the board plus one is elected the next year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director with the approval of the Board may be reimbursed for his actual expenses incurred in the performance of his duties. And provided, further, the provision that directors shall serve without compensation shall not preclude the Board from employing a director as an employee of the Association nor preclude the contracting with a director in the management of the Association or for other services rendered.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Board Members Qualifications. After termination of member classes A-2, B-2, and C-2 Board Members must be members of the Association or representatives of a member.

ARTICLE VI **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Elections to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and the Articles. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Elections by mail. Elections by mail shall be allowed in accordance with the Nebraska nonprofit statutes.

ARTICLE VII **MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be

held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action without a meeting. The Board may act by written consent of all Board Members.

Section 5. Telephonic or electronic meeting. The Board may meet telephonically or electronically provided the forum is capable of an exchange of ideas reasonably and contemporaneously.

ARTICLE VIII **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

- A. adopt and publish rules and regulations governing the common areas, lawns, landscapes, driveways and walks;
- B. suspend the voting rights and benefits of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association after notice and hearing. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations, but only upon the affirmative vote of three-fifths (3/5) of the Board;
- C. levy and assess special assessments against a Lot Owner for special Lot maintenance or for damage caused by a Lot Owner or for damage caused to the Common Areas by a Lot Owner or someone whose use of the Commons is derived through such Lot Owner but only upon the affirmative vote of three-fifths (3/5) of the Board after notice and hearing;
- D. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- E. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

- F. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- G. foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or bring an action at law against the owner personally obligated to pay the same, or otherwise collect the assessments due the Association.
- H. levy and assess the Members for the cost of operation of the Association and maintenance of the Lots and Common Areas and special assessments for capital improvements, provided assessments shall be limited as provided in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the members who are entitled to vote;
- B. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. as more fully provided in the Declaration, to:
 - (1) fix the amount and due date of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period which may provide for payment in monthly installments;
 - (2) send written notice of each assessment and its due date to every Owner subject thereto at least thirty (30) days in advance of each annual assessment or by December 1 of the preceding year for general assessments to be paid in monthly installments or at least thirty (30) days in advance of the due date in the case of special assessments;
 - (3) file or cause to be filed a lien against any property for which assessments are not paid within sixty (60) days after the due date; and,
 - (4) send notice, hear and determine (i) suspension of rights for infraction of the rules and regulations relating thereto, or (ii) special assessments for capital improvements, special Lot maintenance or damage.
- D. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- E. procure and maintain adequate liability and hazard insurance on property owned by the Association as determined by the Board;
- F. cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate; and
- G. such other duties as are customary for a board of directors of a not for profit homeowners corporation managing common areas.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of all members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year until his or her successor is qualified and elected.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices

except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

President

A. The President shall preside at all meeting of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

B. The vice-president shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall act, exercise and discharge such other duties as may be required of him by the Board.

Secretary

C. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause such annual audits or reviews of the Association books to be made by a public accountant at the completion of each fiscal year as directed by the Directors from time to time; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver of copy of each to the members.

ARTICLE X
COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose, including but not limited to committees from each class of membership to recommend to the board policy with regard to such class, an Architectural review committee and a

nominating committee.

ARTICLE XI **COMMUNICATION AND NOTICES**

The Corporation may use electronic communication and notices in addition to or in substitution of written communication or notices provided the Corporation maintains the electronic address of the recipient along with a physical address, and the Corporation has a reasonable belief that the intended recipient will receive the communication or notice. The Corporation may maintain a website or electronic communication platform and reference thereto shall constitute notice of any post thereon.

ARTICLE XII **INDEMNIFICATION**

The Corporation shall indemnify all directors and officers of the Corporation to the full extent allowed by Nebraska Nonprofit Corporation law and may purchase and maintain insurance at the expense of the Corporation on behalf of directors and officers to further such indemnification. The Corporation may indemnify employees or agents of the Corporation in accord with and to the full extent Nebraska Nonprofit Corporation law.

ARTICLE XIII **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration(s), the Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV **ASSESSMENTS**

Section 1. Levy. Assessments may be levied by the Association against the Memberships in any rational basis as determined by the Board of Directors. For instance, assessments may be levied on front street footage, lot square footage, or square footage of flatwork. The basis may be different for different services provided to the Membership so snow removal could be assessed on a different basis than mowing. It is the intent that assessments cover the cost of services provided to the Members plus the administration of those services and no more. Special assessments may be levied for special benefits provided by the Association to any Member but only to the extent of special benefit conferred. Assessments shall be limited as provided in the Declaration.

Section 2. Collection. Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Members may be required to pay dues or assessments in regular monthly installments. Any assessments which are not paid when due as determined by the Board shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date due at the rate provided by the statutes of the State of Nebraska for delinquent real estate taxes. The treasurer of the Association shall execute, acknowledge and file with the Register of Deeds of Lancaster County, Nebraska, a lien for the amount of said assessment together with interest. Such lien shall include the date of delinquency, the then current interest rate, the legal description of the property and the name and address of the property owner as last shown on the books and records of the Association. The treasurer shall give notice of such lien by United States mail, postage prepaid at the address of the property owner as last shown on the books and records of the Association. Such notice shall be complete upon mailing. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by lease or abandonment of his Lot

ARTICLE XV CORPORATE SEAL

The Association shall not have a corporate seal unless the same shall be required by an affirmative vote of two-thirds (2/3) of each class of membership.

ARTICLE XVI AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Board of Directors so long as no Lot Owner is adversely affected, otherwise, these By-Laws may be amended by the affirmative vote of two-thirds (2/3) of each class of membership affected by the amendment at a meeting called for such purpose with a quorum of members present in person or by proxy.

ARTICLE XVII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Dated: January 6, 2021

**BLUESTEM COMMONS HOMEOWNERS
ASSOCIATION**

By: Carly Davis
Carly Davis, Secretary