




NOTICE OF BY LAWS

To Whom It May Concern:

You are hereby notified that updated By-Laws of Indian Creek Landing Homeowner Association have been approved by its membership, January 13, 2022 and signed into effect by the HOA Board of Directors on February 22, 2022. Attached By-Laws are a true and correct copy

1. "Association" shall mean and refer to the Indian Creek-Landing Homeowners Association, its successors and assigns.
2. The real estate subject to these by-laws shall mean and refer to that certain real property described:
 - a. In the Declaration of Covenants, Conditions, Restrictions and Easements for Indian Creek-Landing in Douglas County Nebraska dated November 13, 1997, and such additions thereto as they may hereafter be brought within the jurisdiction of the Association. Lots 79 through 114, 117 through 158, 164 through 166, 169 through 177, and 197 through 231, in Indian Creek, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.
 - ii. Lots 179 through 196, inclusive, Indian Creek now known as Lots 232 through 259, inclusive, in Indian Creek, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.
 - iii. Lots 159 through 163 of Indian Creek, now known as Lots 1 through 4, inclusive, in Indian Creek Replat 1, as surveyed, platted, and recorded in Douglas County, Nebraska.
 - iv. Lots 167 and 168, Indian Creek, now known as Lot 1 in Indian Creek Replat 2, as surveyed, platted, and recorded in Douglas County, Nebraska.
 - v. Lots 115 and 116 Indian Creek, now known as Lot 1, Indian Creek Replat 3, a Subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.
 - b. In the Declaration of Covenant Conditions, Restrictions, and Easements for Indian Creek Landing 2, in Douglas County, Nebraska, dated October 4, 2017, and such additions thereto as they may hereafter by brought within the jurisdiction of the Associations. Lots 1 through 26, 28 through 37, and 40 through 44, in Indian Creek Landing 2, as surveyed, platted, and recorded in Douglas County, Nebraska.

Return to: Indian Creek Landing HOA, PO Box 792, Elkhorn, NE 68022

~~b. in the Declaration of Covenant Conditions, Restrictions, and Easements for Indian Creek Landing 2 in Douglas County Nebraska dated October 4, 2017, and such additions thereto as they may hereafter be brought within the jurisdiction of the Association. Lots 1 through 44 inclusive, in Indian Creek Landing 2 as surveyed, platted, and recorded in Douglas County, Nebraska.~~ 

i. Now Known As Indian Creek Landings 2 Replat one. Lots 1 and 2 . Replatting of lots 27, 38, and 39

3. The name and Address of the Association is: Indian Creek Landing Homeowners Association, PO Box 792, Elkhorn, NE 68022

4. The By-Laws for Indian Creek -Landing are authorized by:

a. Articles VI and VII of the Declaration of Covenants, Conditions and Restrictions made by Gottsch Land Co. for the Indian Creek Landing Home Owner Association, dated November 13, 1997..

b. The by-laws for Indian Creek Landing 2. are authorized by Article III, of the Declaration of Covenants, Conditions and Restrictions made by Gottsch Land Co., dated October 4, 2017.

Indian Creek Landing Home Owner Association



Ronald J. Dupell - Board Member

Be it known that this 11th day of March, 2022 before me personally appeared Ronald J. Dupell of Indian creek Landing Homeowner Association who acknowledged and affirmed that his signature hereon is the act and doing of Indian Creek Landing Homeowner Association and that he has full power and authority to sign on behalf of said entity. In testimony whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written, in Douglas County, Nebraska.

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Description of Document NOTICE OF BY-LAWS

Acknowledgement

State of Nebraska

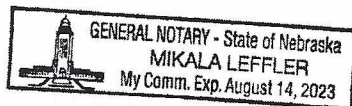
S.S.

County of Douglas

The foregoing instrument was acknowledged before me this

11th day of MARCH, 2022
(month)

by Ronald J. Dupell, Indian Creek HOA Board .
(printed name) (printed title of position)



↑ Affix Notary Seal ↑


Signature of Notary Public

BY-LAWS
OF
INDIAN CREEK – LANDING HOME OWNERS ASSOCIATION
A Nebraska Non-Profit Corporation

ARTICLE I.

NAME AND LOCATION

The name of the corporation is the Indian Creek – Landing Home Owners Association, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at PO Box 792, Elkhorn, Nebraska 68022, but meetings of members and of Directors may be held at such places within the State of Nebraska, County of Douglas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Indian Creek – Landing Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Restrictions and Easements for Indian Creek – Landing in Douglas County, Nebraska, and such additions thereto as they may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with exception of the Common Area.

Section 4. "Improved Lot" shall mean and refer to any Lot included within the Properties, exclusive of the Common Area, upon which shall be erected a dwelling, the construction of which shall be at least 80% completed, according to the plans and specifications for construction of said dwelling. All other Lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Contract Sellers" shall mean and refer to the person or entity offering or transferring the real property for sale, or anyone acting on behalf of the contract seller. "Contract Seller" includes the Owner of a lot who has agreed to sell their lot to a purchaser in a Contract of Sale, but has not conveyed title by deed to such purchaser.

Section 7. "Declarant" shall mean and refer to Brett A. Gottsch, his successors and assignees if such successors or assignees should acquire more than one undeveloped lot from the Declaration for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Register of Deeds of Douglas County, Nebraska, as from time to time amended.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. Annual Member meetings shall be held in January of each year as scheduled by prior written notice given at least 30 days prior to the scheduled meeting by the Board of Directors. The meeting shall not occur on a legal holiday.

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-fourth (1/4) of all the votes of members.

Section 3. Notice of Meetings. Written, recorded 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 to the digital or US Postal Service address last appearing on the HOA software system maintainable by the Member. 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 entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of all eligible members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Board of Directors shall propose a rescheduled meeting for a date within two weeks with the voting approval of the members present. Members entitled to vote thereat shall have power to adjourn the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At a meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association Board at least five (5) business days prior to the meeting. Every Proxy shall be revocable and shall automatically cease when the member giving such proxy shall cease to be an owner of a Lot, or at such time as shall be specified in such proxy.

Section 6. Special Member meetings. When special circumstances occur that make in person member meetings ill-advised, or warranted by emergency situations such as weather or a catastrophe, Member meetings may be held via online video/audio software such as Zoom. All provisions of a normal in-person meeting shall be complied with. The Board of Directors shall document the need for such meeting and require a majority of the Board to approve the meeting. Use of online video/audio capability to complete such meeting shall also require explanation of procedures to members.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who shall be members of the Association.

Section 2. Term of Office. Three years or as specified by the Board of Directors at each annual meeting to fill open member slots on the Board in efforts to stagger expiration of terms.

Section 3. Removal. Any Director may be removed from the Board, with cause by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 5. Action taken without a Director's meeting. The Directors shall have the right to take any action in the absence of a Director's meeting which they could take at a meeting by obtaining the advanced written approval (via Email) of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The special Director's Meeting can be held via Zoom or similar online video meeting capability or via Email. The Board Secretary shall document the proceedings to include:

- a. Justification for the meeting or conduct of official Board business.
- b. All Official Business correspondence discussions such as email or the HOA software management system.
- c. Decisions made by written or voice vote.

ARTICLE V

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 Chairperson, who shall be a member of the Board of Directors, and two members of the Association.

The Nominating Committee shall be appointed annually by the Board of Directors at least two months prior to each annual meeting to serve until the close of the annual meeting. The Board shall announce the formation of the Committee to all members on the effective date of appointment.

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 shall be made from members of the Association.

Section 2. Election. Election 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 provision of the Declaration. The number of persons elected shall be determined by the number of vacancies.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held Quarterly without notice, at such place, and hour as may be fixed from time to time by resolution of the Board. Meetings shall not occur on a legal holiday. The first meeting each year shall be within 30 days after the annual member meeting and quarterly thereafter with the purposes of electing officers for the Board and acclimating new Directors to Board procedure..

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 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 at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.
- (b) Exercise for the Association all powers, duties, and authority set forth in these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) 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
- (d) Employ a manager, an independent contractor or such other employees as they deem necessary and to proscribe their duties.

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-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents, and employees of the Association and to see

that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

- (1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
 - (2) Send written notice of each assessment amount, its due date, and its delinquent date, to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Send written notice of delinquent dues assessments, the fine amount (late fee) assessed, its payment due date, and its delinquent date.
 - (4) Assess late fees of 9% of the Dues Assessment immediately after the delinquent date for annual dues has passed. In addition, late fees of 9% shall be assessed for all late fines and fees. Interest shall accrue for all late assessments/fees/fines at 9% per annum.
 - (5) File a lien with Douglas County Nebraska for non-payment of annual dues or fines no later than 90 days after the delinquent date has passed.
 - (6) Foreclose the lien against any property for which any previous assessments or liens are not paid at the time that following year dues become delinquent or to bring an action at law against the Owner(s) personally obligated to pay the same.
 - (7) During this process, the member shall be informed that they are encouraged to communicate with the Board as to the reasons that mitigate delinquent payments.
- (e) Issue or cause an appropriate officer to issue, upon demand by any authorized entity/person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded; as it may deem appropriate.
- (g) Maintain insurance and outside maintenance in accordance with the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, a Secretary, a Treasurer, and a 5th member of the Board who shall at all times be members of the Board of Directors, 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 such annual meeting of the 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 unless they shall sooner resign, or shall sooner be removed, or otherwise disqualified to serve.

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 cause by the Board. Any Officer may resign at any time by 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 at any later time specified therein, and unless otherwise specified therein, and unless 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 they replace.

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 specified 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 meetings of the Board of Directors; shall see the orders and resolutions of the Board are carried out; shall sign all written instruments; shall in writing to each Board member acknowledge receipt and knowledge of the monthly bank reconciliation completed by the Treasurer and provided to the Board.

VICE-PRESIDENT

- (b) The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required 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; 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 account(s) 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 an annual audit/review of the Association books to be made by a public accountant at the completion of each fiscal year; 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 a copy of each to the members.

- (e) Monthly bank statements shall be reconciled (balanced) to HOA financial records.

- (f) Two bank accounts shall be maintained:

One account (Operating Budget account) will be for deposit of all monies/revenue for the current budget operating year; and the issuance of payments for expenses for that year.

A second account will be used to house monies for Reserve funds. The Reserve account shall be used to provide funds for large unforeseen expenses and for retention of funds for large projects approved by members. All monies in the Operating Budget account on December 31st of each year as noted by the bank monthly balance sheet will be moved to the Reserve account no later than

February 15th of the new year.

A majority vote of the HOA Board is required to disburse any funds from the reserve account.

(g) The duties of the Secretary and Treasurer may be handled by a manager or independent contractor when approved by a majority of the members.

ARTICLE IX 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, the Articles of Incorporation 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 a reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the declaration, each member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid on its due date, a late fee of 9% of the assessment shall be assessed. Liens shall be placed on the property as noted in these by-laws. Furthermore, the assessment and all fees/fines shall bear interest from the date of delinquency at the rate of nine (9) percent per annum and 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 fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for any reason.

ARTICLE XI CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: Indian Creek Landing Homeowner Association.

ARTICLE XII
AMENDMENTS

Section 1. These by-Laws may be amended at a regular meeting or special meeting of the members by a three fourths (3/4) vote of the members present.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on 31st day of December of every year.

The Homeowner's Association shall enter into a maintenance agreement with Sanitary and Improvement District #404 of Douglas County Nebraska and with Douglas County, Nebraska which obligates the SID on a permanent and continuous basis to provide for the proper and continuous maintenance and upkeep of all median, street islands, and common areas within the Properties including all subdivision signs, entrance signs and related fixtures.

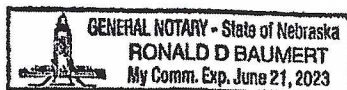
IN WITNESS WHEREOF, all Directors of Indian Creek Landing Homeowners Association, have hereunto set our hands this 4th day of February, 2022.

T. Russ Conell
Ronald Dupell
Angie L. Brown
Jeffrey A. Washburn
Zachary Byrle

STATE OF NEBRASKA)

) SS.

COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 22nd
day of February 2002



Notary Public