

FILED SARPY COUNTY NEBRASKA
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Lloyd J. Dowding

REGISTER OF DEEDS

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PROOF LM
FEES \$ 82.00
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INFORMATION.**

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LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy
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PAPILLION, NE 68046-2895
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Larry Chandler (E)
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68123

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CHRIS LAKE HOMEOWNERS ASSOCIATION BYLAWS
Revised – April 2013

ARTICLE I - OFFICE

The office of the Chris Lake Homeowners Association shall be located in the county of Sarpy, in the State of Nebraska.

ARTICLE II - DEFINITIONS

- SECTION 1. “CLA” shall refer to the Chris Lake Homeowners Association Inc. which is incorporated in the State of Nebraska.
- SECTION 2. “CLB” shall refer to the Board of Directors of the Chris Lake Homeowners Association Inc.
- SECTION 3. “Lessee” shall refer to the lessee of record whether one or more persons or entities with leasehold interest to any platted lot which is part of the properties.
- SECTION 4. “Lot Owner” shall refer to the record owner(s) of each Chris Lake lot, but shall not include record owner(s) of each lot for which such lot is encumbered by a recorded lease of three (3) years or more. Upon the termination of such lease, such owner shall be a Lot Owner.
- SECTION 5. “Properties” shall mean the Chris Lake Sub-Division as surveyed, platted and recorded in Sarpy County, Nebraska and any and all present as shown in Appendix 1 and future replats of such subdivision. Use of the leased lots in such subdivision shall comply with the provisions of the Chris Lake lot lease, Bylaws, and the Declarations of Conditions and Restrictions.
- SECTION 6. “Declaration” shall refer to the declaration of conditions and restrictions applicable to the properties recorded in the office of the Register of Deeds, Sarpy County, Nebraska.
- SECTION 7. “Common Area” shall mean the body of water known as Chris Lake, and legally described as Tax Lot D in Section 28 North, Township 13, Range 13 East of the 6th P.M. Sarpy County, Nebraska, and any strip of land located between the edge of the water and the lakeside platted stakes of individual lots, and any other land within the Properties which is owned and maintained by the CLA for the mutual benefit of all residents.
- SECTION 8. “Member” shall mean any Lessee or Lot Owner with annual assessment (and lot lease, if applicable) paid. Lessee and Lot Owner membership is required by the provisions of the Chris Lake lot lease, and by the terms of these Bylaws.
- SECTION 9. “Cause” shall mean any act(s) taken by the CLB deemed non-compliant with these Bylaws, or to the limited maintenance/improvement functions as stated in the Chris Lake lot lease, or any CLB act which directly or indirectly opposes the majority vote or opinion of the CLA membership, or any unlawful act of any CLB director.
- SECTION 10. “Emergency” shall mean any act of God or incident requiring immediate or urgent action to prevent property damage or personal injury.

ARTICLE III - MEMBERS

1. VOTING

- A) Voters. Each Member shall receive one (1) vote for each lot(s) with annual assessment(s) paid.
- B) Proxies. At all CLA meetings, at which a vote shall be taken, Members may vote either in person or by proxy. Proxy ballots shall be executed in writing to include the signature of the Member voting by proxy. Such Member may either personally hand deliver such proxy to the CLB secretary, or mail such proxy to the CLB return address provided, as outlined in Article III, 1 (G) of these Bylaws. In all cases, proxies must be filed with the CLB secretary prior to the start of any CLA meetings that requires a vote.
- C) CLA Quorum. At all CLA meetings, twenty-five (25) percent of Members represented in person or by proxy shall constitute a quorum.
- D) Voting List. The CLB Secretary will provide a list, arranged in alphabetical order, to include the name and address of each Member entitled to vote. Such list shall be subject to review by any CLA Member present during the whole time of any CLA meeting at which a vote shall be taken.
- E) Attendance List. At all CLA Annual meetings, an attendance list shall be signed by one Member representing each lot.
- F) Voting Procedures. Both a voting ballot and a proxy ballot, with the CLB return address, shall be provided by the CLB to each CLA Member. Such ballots shall be included in, or attached to, the notice of any CLA meeting at which a ballot vote shall be taken. The CLB will provide additional ballots at the time/place of such meeting. All voting ballots to be cast, shall be placed in a ballot-box provided by the CLB secretary. Upon demand, a majority of the CLB directors may require any question before such meeting be decided by ballot. In all cases, issues decided by ballot, or decided as described below in this paragraph, shall require a majority vote of the CLA Members present or represented by proxy. Other methods of voting may include a majority show of hands or a majority voice vote.
- G) Counting Procedures. At all CLA meetings, voting ballots cast, and proxy ballots filed with the CLB secretary will be counted by the nominating/counting committee in the same room as, and in full view of the Members present. Such committee shall be formed at the annual CLA meeting as outlined in Article III, 2 (C) of these Bylaws. Number results for, against, and abstentions of all ballots and forms counted shall appear in the minutes of the appropriate CLA or CLB meeting.

2. MEETINGS AND NOTICE OF MEETINGS

- A) Special CLA Meetings. When required, a special CLA meeting may be called by a quorum of four (4) CLB directors or by request of not less than twenty-five (25) percent of the CLA Members.
- B) Notice of Meetings. Notice of all CLA meetings and regular CLB meetings shall be made by hand delivery or by U.S. First Class Mail by the CLB to each CLA Member at least ten (10) days and not more than sixty (60) days prior to such meeting. Notice shall include date, time, place and a

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description of the matter or matters for which the meeting is called. When appropriate, such notice shall also include a voting ballot, proxy ballot with the CLB return address, and the meeting agenda.

- C) Annual CLA Meeting. The annual CLA meeting will be held in the month of April at a date, time and place determined by the CLB. Action taken at such meeting may include, but not be limited to:
1. Transacting business that may come before such meeting, such as a motion or vote by the CLA Members to adopt the annual financial statement, proposed budget, or any proposed changes in the annual assessment, Bylaws or Declaration.
 2. At each annual meeting, the CLB will form a nominating/counting committee consisting of two (2) CLB Directors and two (2) CLA Members. Such committee will secure names of candidates, as deemed necessary, and count all voting ballots, and proxy ballots for a period of one (1) year. Such term of service shall expire with adjournment of the succeeding annual meeting. Names of persons selected to serve on such committee shall appear in the minutes of each annual meeting.
 3. Two (2) CLB directors will be elected by a majority ballot vote of the CLA Members present or represented by proxy. The names of candidates elected shall immediately be announced. Such names shall appear in the minutes of each annual meeting. At the time of such meeting, the number of votes received by any/all candidates shall be subject to review by any CLA Member upon request.
 4. Order of Business at the Annual Meeting.
 - A) Roll Call
 - B) Reading of minutes of the preceding Annual Meeting, unless waived by the majority of Members present.
 - C) Presentation of CLB financial statement during the preceding year.
 - D) Reports of officers.
 - E) Reports of committees.
 - F) Unfinished business.
 - G) New Business to include the proposed budget for the succeeding year.
 - H) Selection of the nominating/counting committee members.
 - I) Election of two (2) CLB directors.

ARTICLE IV - BOARD OF DIRECTORS

1. NUMBER, TENURE, AND QUALIFICATIONS. The number of elected directors shall be six (6). Each of the six (6) elected directors will be selected from among the CLA Membership, and will serve for a term of three (3) years. Two (2) CLB directors will be elected at each annual CLA meeting from nominees selected as follows:
 - A) Nominating/Counting Committee. At least eight (8) weeks prior to the annual CLA meeting, the nominating/counting committee shall secure names of candidates. Such names shall appear in the minutes of the regular CLB meeting in the month of March.
 - B) Written Request. A written request for nomination shall contain signatures of at least four (4) CLA Members and appear on the ballot by submitting to the CLB secretary at least two (2) weeks prior to the annual meeting.

- C) Write-in Vote. A write-in vote for a CLA Member candidate shall be permitted at the time of the annual meeting by nomination from the floor.
- 2. CLB MEETINGS. For any reason, closed CLB meetings shall be deemed inappropriate with the provisions of these Bylaws. CLB meetings shall be held as follows:
 - A) Regular CLB Meetings. Without further notice than these Bylaws, the first regular CLB meeting, including newly elected directors, shall be held immediately following, and at the same place as, the annual CLA meeting for the purpose of electing CLB officers. All elections for CLB positions shall be deemed by plurality vote. A regular CLB meeting shall be held each month except the month of December. Notice of date, time and place of each succeeding regular CLB meeting shall appear in the minutes of each current regular CLB meeting shall be made by hand delivery or by U.S. First Class Mail by the CLB to each CLA Member at least ten (10) days and not more than sixty (60) days prior to such meeting. Notice shall include date, time, place and a description of the matter or matters for which the meeting is called. All regular CLB meetings shall be open to the CLA Membership.
 - B) Special CLB Meetings. A special CLB meeting may be called by request of the CLB president, or by any two (2) CLB directors. Notice of the date, time and place of such meeting shall be given to the remaining directors, at least two (2) days prior to such meeting. Notice may be given in any manner provided in Nebr. Rev. Stat. §21-1915 as amended from time to time. The notice shall include a description of the matter or matters for which the meeting is called. The purpose of such meeting shall be included in the notice. In all cases, a summarized accounting of the minutes of special CLB meetings shall appear in the minutes of the succeeding regular CLB meeting.
- 3. CLB QUORUM. Four (4) CLB directors present at a meeting shall constitute a quorum. Any business transacted by such quorum, that requires a vote for approval, shall also require not less than a unanimous vote of the four (4) CLB directors present. In such case if a quorum is not present, the majority of CLB directors present may adjourn such meeting without further notice. Prior to such time any adjourned meeting shall be reconvened, notice shall be given as described in Article III, 2 (B) of these Bylaws.
- 4. MANNER OF ACTING. All CLB action shall be in accordance with the terms of these Bylaws. The CLB may not exceed the operating budget, as approved by the CLA Membership, without first obtaining additional approval from such Membership.
- 5. EMERGENCY ACTION. Under Emergency conditions, the CLB may temporarily suspend or modify any decree of these Bylaws, or the Declaration until the need for such action is deemed no longer necessary. The purpose and duration of such action shall appear in a notice distributed by the CLB to each CLA Member.
- 6. PRESUMPTION OF ASSENT. A director of the CLB who is present at a meeting of the directors at which actions on any CLB matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting, or unless he/she shall file his/her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the CLB immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action, but any CLA director will have the right to abstain.

7. RESIGNATION. A CLB director may resign at any time by giving written notice to the CLB secretary or to the CLB president. Unless otherwise specified in the notice, resignation shall take effect upon receipt of such notice. Resignation shall be deemed effective upon loss of Membership.
8. CLB VACANCIES. The CLB President may declare the office of any CLB director vacant in the event such director shall be absent from three (3) consecutive regular CLB meetings. A vacancy of any office because of death, resignation, removal, disqualification or otherwise may be filled by the directors for the unexpired portion of the term.
9. REMOVAL OF DIRECTORS. Any or all of the directors may be removed for Cause by vote of the Members or by unanimous vote by the remainder of the CLB. Directors may be removed without Cause only by a two-third (2/3) majority of the Members.
10. GENERAL DUTIES. The general duties of the CLB shall conform to the terms of the Chris Lake Bylaws, and the laws of the State of Nebraska including, but not limited to:
 - A) Managing the business affairs of the CLA.
 - B) Maintain all CLA property, purchase of liability insurance, and such other purposes as the CLA and its Members shall deem appropriate.
 - C) Adhering to the approved operating budget as approved by the CLA Membership in accordance with these Bylaws.
 - D) Proposing the amount of annual assessment not to exceed \$250.00 per year levied against each lot leased or owned. Levies in excess of \$150.00 per lot must be approved by a majority vote of the CLA Membership present or represented by proxy at a special CLA meeting called by the CLB for the purpose of voting such an assessment, or at the annual CLA meeting.
 - E) Sending written notice of annual assessment against each lot assessed to each CLA Member subject thereto at least thirty (30) days in advance of each assessment period. The CLB may suspend voting rights of any CLA Member during any period assessment shall be deemed delinquent.
 - F) Appointing committees each consisting of one (1) CLB director who will serve as chairperson, and three (3) or more CLA Members. Each committee shall develop an annual budget and provide same to the treasurer for inclusion in the Proposed Annual Association Budget. Each chairperson shall report all committee action to the CLB. A summary of such action shall appear in the minutes of the appropriate regular CLA meeting
 - G) Securing written bids from independent contractors or person(s) as deemed necessary. Such bids shall be subject to review by any CLA Member upon request.

ARTICLE V - OFFICERS

1. NUMBER. The officers shall be president, vice president, secretary and treasurer. Other CLB positions shall be filled by two (2) elected CLB directors.

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2. TERM OF OFFICE. Each officer shall hold office until a successor shall have been duly elected, or until death, resignation, or removal in the manner herein provided. The names of persons selected to hold office, and the names of all remaining CLB directors shall appear in the minutes of each Annual CLA meeting.
 3. REMOVAL OF OFFICERS. Any officer may be removed by a unanimous vote of not less than four (4) CLB directors whenever in their judgment the best interest of the CLA would be served thereby. Such removal shall be with Cause and without prejudice to the rights of the person so removed. Officers may also be removed by the CLA Membership as described in Article IV, 9 of these Bylaws.
 4. OFFICER VACANCIES. Officer vacancies shall be filled by the same manner as CLB vacancies as described in Article IV, 8 of these Bylaws.
 5. PRESIDENT. The president shall supervise all business affairs of the CLA, and preside at all meetings called or scheduled. The president may not vote except in the case of a tie.
 6. VICE PRESIDENT. In the absence of the president, the vice president shall perform all duties prescribed to the president, or other duties as may be assigned by the president, or by the CLB directors.
 7. SECRETARY. The secretary shall comply with all provisions set forth in these Bylaws, and shall keep minutes with accurate accounting of all CLB and CLA action to include reporting results of votes cast for, against, and abstention by the CLB directors, or by the CLA Membership. A detailed treasurer's report shall be attached to, and filed with, the minutes of each monthly regular CLB meeting, as well as, amounts of disbursements. The secretary shall see that all notices are duly given and distributed to each CLA Member, a current roster of all Members, arranged in alphabetical order, including the name, address, lot number and phone number of each. The secretary shall maintain a list of the name of each CLB Member entitled to vote. The secretary shall be custodian of the corporate records and the ballot-box, and perform all duties incident to the office of secretary or such other duties as may be assigned by the president, or by the CLB directors.
 8. TREASURER. The treasurer shall have charge of the mail-box key, be responsible for all funds and securities of the CLA, give and receive receipts for money(s) due or payable to the CLA for any source whatsoever, and file paper work for Liens. The Treasurer shall deposit all such money(s) in the name of the CLA in banks, or other depositories as shall be selected by the CLB. The treasurer shall record all disbursements to comply with the figures as recorded in each monthly detailed treasurer's report. The treasurer shall prepare a proposed budget and financial statement subject to CLA approval at the Annual CLA meeting, and maintain the operating budget. A copy of each detailed monthly report, annual report, and proposed budget will be kept on file in the Treasurer's Book of Records and open to review. The treasurer shall perform all duties incident to the office of treasurer, and such other duties as may be assigned by the president, or by the CLB directors.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS. The majority of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the CLA. Such authority shall be confined to specific instances and such contracts shall clearly specify the product and/or the service contracted for and the cost. Prior to payment of any contract or expenditure, written invoices must be presented to the CLB and retained as documentation in the Treasurer's Book of Records.

- 2. LOANS. No loan(s) shall be contracted on behalf of the CLA, and no indebtedness shall be issued in its name.
- 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for payment of money(s), issued in the name of the CLA, shall be signed by the treasurer.
- 4. DEPOSITS. All CLA funds, not otherwise employed, shall be deposited to the credit of the CLA in such banks, or other depositories as the CLB directors may select.

ARTICLE VII - RIGHT TO USE COMMON AREAS.

Each member shall have a right to use for ingress and egress all roadways within the properties as surveyed, platted and recorded for use by the resident. Each Member shall also have a non-exclusive right to use, in common with other members, provided dues are current, all Common Areas, including the body of water known as Chris Lake and any boat ramp(s) designated for Member use.

ARTICLE VIII - ASSESSMENTS

Each Member is obligated to pay to the Association annual and special assessments levied by the CLB. All annual and special assessments become due June 1. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the CLA may bring an action at law against the owner personally obligated to pay the same. 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 assessments provided for herein by non-use of the Common Area or abandonment of his/her lot.

ARTICLE IX - FISCAL YEAR

The fiscal year of the CLA shall begin on the first day of May in each year.

ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Member or Director of the CLA under the provisions of these Bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority vote of the CLA Members at the Annual CLA meeting, or at a special CLA meeting called as outlined in Article III, 2(A), with notice and voting results described in Article III, 2(B) and Article III, 1 (H) of these Bylaws.

DECLARATION OF CONDITIONS AND RESTRICTIONS
Chris Lake Homeowners Association Inc.

RULES AND REGULATIONS (as approved by the CLA Membership)

SECTION I - PROPERTIES RESTRICTIONS

- A) Members shall be responsible for maintenance of their premises, associated Common Area, and any leased outlot with frontage on the lake.
- B) Lakeshore right-of-way shall be considered fifteen (15) feet from the water line for freedom of passage.
- C) Any foreign matter, such as refuse, biocides, or other chemicals, animals, barn yard fowl, or plants, i.e., fish, salamanders, reptiles, seaweed, shall not be placed in the lake or allowed to accumulate on the shore. No feeding of waterfowl or installation of any device to keep water open during the winter season will be permitted. Special projects must be approved by the CLB.
- D) The speed limit on the publicly dedicated roadways, in the Chris Lake sub-division, shall not exceed fifteen (15) miles per hour unless otherwise posted.
- E) Parked vehicles shall not block or prevent passage on any road in the Chris Lake sub-division.
- F) Any type of livestock or barn yard fowl shall not be sheltered on any lot adjacent to the lake, or in the lake. Horses shall not be permitted on lake frontage lots or in the lake. Only animals generally accepted as household pets shall be permitted providing such pets are not kept for breeding or commercial purposes. All pets shall be vaccinated in accordance with Sarpy County requirements.
- G) Owners shall be responsible for their pets. Whenever a pet becomes a nuisance or creates property damage, after not less than two (2) written complaints are registered with the CLB, notice shall be given that such pet be confined to the owner's lot.
- H) Refuse shall be stored in secured containers and disposed of properly. No dumping, of any type of refuse, shall be allowed on any Common Area.
- I) Burning trash shall not be allowed. Only burning as permitted by Local Fire Chief will be allowed. Open burning, with a permit, shall be limited to grass, wood, twigs and vegetation.
- J) The use of firearms, bows and arrows, or any type weapon in the Chris Lake sub-division shall be prohibited.

SECTION II - PERSONAL CONDUCT

- A) No act which is an annoyance or inconvenience to the neighborhood shall be permitted.
- B) Members shall be responsible for the personal conduct of their guests. In a Member's absence, all guests shall have the Member's written permission to use the recreational facilities. Guests must present such permission to any CLA Member upon request.

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- C) All CLA Members shall have the obligation to enforce CLA rules and regulations.
- D) All CLA Members shall be required to carry liability insurance in amounts not less than \$100,000 per person and \$300,000 per accident.

SECTION III – BOATING AND WATER SAFETY All users of Chris Lake are subject to the rules and regulations governing water safety as stated in the Nebraska Boating Guide. In any case where conflict occurs, state rules shall control.

- A) Speed not to exceed 35mph during daytime hours. From ½ hour after sunset until ½ hour before sunrise, speed limited to 5 mph (no wake). Length of Pontoons are not to exceed 25', other motorboats not to exceed 21'. Only one motorboat or personal watercraft per lot shall be in use on the lake at any one time. Limit of three (3) vessels can be beached per lot at any one time; i.e. two jet skis and one pontoon or one jet ski, one pontoon, one motorboat.
- B) All boats, including paddle boats, and/or recreational vehicles operated on/in the lake shall be registered with the CLB and carry an identification sticker. Sticker placement shall be on the right side to be visible from the shoreline.
- C) No guest boats shall be allowed on the lake, except for special events of the CLA and approved by written permission of the CLB.
- D) All vessels of every description, in use during the hours of darkness, shall display lights as specified in the Nebraska Boating Guide. During the hours of darkness, motor speed shall not exceed approximately five (5) miles per hour.
- E) All power boats shall travel in a counter clockwise direction. Only with extreme caution and yield of right-of-way shall any boat operator "cut-across". Turning at any place other than the ends of the lake shall be considered "cutting-across".
- F) A power boat operator shall not cut between a downed skier and the tow boat under any condition.
- G) A rear view mirror and/or observer, twelve (12) years or older, shall be required when pulling a skier.
- H) Except for access or egress, no skiing shall be permitted within fifty (50) feet of the shoreline.
- I) No boat, personal watercraft, or similar devices shall be operated to cause personal injury or property damage. Boat operators, and/or skiers shall be responsible for their wake.
- J) Water skiing shall not be permitted one (1) hour after sunset to 7 a.m.
- K) When skiers are present, cruising boats shall operate in the central portion of the lake leaving the peripheral portion to skiers.
- L) Flotation devices, such as inner-tubes, inflatable toys, mattresses, or chairs shall be confined to the swimming area which shall not exceed fifty (50) feet out from the shoreline. None of the above-mentioned shall be classified as a boat.

M) Swimming from an attended boat, located in the center portion of the lake, shall be allowed. All adults or children, who are unable to swim at least one-hundred (100) feet unassisted, must wear flotation apparel.

SECTION IV - CONSTRUCTION

- A) All permanent or temporary out-buildings or additions erected on Properties shall have approval of the architectural committee or the CLB and shall comply with any Sarpy County building regulations.
- B) On any shoreline lot, fencing the roadside portion of such lot shall be allowed in compliance with Sarpy County regulations. As to lakeside fencing, no fencing shall extend beyond the front section of the building toward the lake.
- C) Docks, or other obstructions, shall not be placed in the lake without annual written permission from the CLB.

SECTION V. - INTERPRETATIONS OF RULES AND REGULATIONS

Rules and regulations are interpreted by the CLB. Interpretations of the CLB are binding.

SECTION VI - RENTERS

Renters shall be governed by the same rules and regulations as CLA Members to include proof of boat ownership and insurance coverage as stated in the Chris Lake lot lease and/or these Bylaws. This information shall be subject to annual review by the CLB. Annual written approval shall be obtained from the CLB before any renter's boat is allowed on the lake.

SECTION VII - AMENDMENT

The declarations of conditions and restrictions may be altered or repealed, in part or in whole, by a majority vote of the CLA Membership as follows:

- A) The declarations of conditions and restrictions must comply with any/all laws of Sarpy County or the State of Nebraska that may be applicable.
- B) When required, notice of a Special CLA meeting shall be distributed as outlined in Article III, 2 (A) and (B) of the Chris Lake Homeowners Association Inc. Bylaws. For counting procedures, refer to Article III, 1 (H) of such Bylaws.

IN WITNESS WHEREOF, we being all of the Directors of the Chris Lake Homeowners Association Inc., have hereunto set our hands this 9th day of July, 2013.

[Signature]
President

[Signature]
Secretary

[Signature]
Vice President

[Signature]
Director

[Signature]
Treasurer

[Signature]
Director

Certification: I, Jennifer Carlyle, do hereby certify that I am the duly elected and acting Secretary of the Chris Lake Homeowners Association, Inc. I further certify that the foregoing is a true and correct copy of the Bylaws and Declaration of Covenants, Conditions and Restrictions, duly adopted by the Board of Directors of said Association at a meeting of said Board of Directors duly called and held on the 6th day of April, 2013, at which a quorum was present and participating as the same appears of record in the minute book of said Association for said date.

IN WITNESS WHEREOF, I have hereunto subscribed my name thus.

[Signature]
Secretary

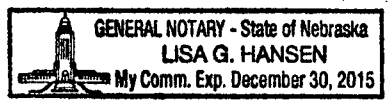
STATE OF NEBRASKA
COUNTY OF SARPY

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgment personally appeared Jennifer Carlyle, Secretary of Chris Lake Homeowners Association Inc. to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of July, 2013

[Signature]
Notary Public, State of Nebraska

My Commission expires: 12/30/15



APENDIX 1

CHRIS LAKE HOME LOTS

Chris Lake Lots

5,6,7,8,9,10,11,12,13,16,17,18,19,20,21,28,29,30,31,32,33,34,35,36,37,38,39,40,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,

Chris Lake Replat 1 lots OL1

Chris Lake Replat 2 lots; 1

Chris Lake Replat 3 lots 1 & 2

Chris Lake Heights 1,2,3, & 4

Betty Lake Tri Lakes Addition lots 1,2,3,4,5,6,