



NEBRASKA REAL ESTATE COMMISSION
SELLER PROPERTY CONDITION DISCLOSURE STATEMENT
Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? 2.75 year(s)
 Is seller currently occupying the property? (Circle one) ☐ YES ☒ NO If yes, how long has the seller occupied the property? 2.5 year(s)
 If no, has the seller ever occupied the property? (Circle one) YES ☒ NO ☐ If yes, when? From 2022 (year) to 2025 (year)

This disclosure statement concerns the real property located at 989 Titan Drive
 in the city of Hickman, County of Lancaster, State of Nebraska and legally described as:
 TERRACE VIEW 4TH ADDITION, Lot 1

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT** a warranty of any kind by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garbage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Microwave oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Built-In vacuum system and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Range ventilation systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Gas grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Room air conditioner (____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV antenna / Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity <input checked="" type="checkbox"/> AMP Capacity (if known) <input type="checkbox"/> fuse <input checked="" type="checkbox"/> circuit breakers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ceiling fan(s) (4 number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Garage door opener(s) (1 number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Garage door remote(s) (2 number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garage door keypad(s) (1 number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Telephone wiring and jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Cable TV wiring and jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Intercom or sound system wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Built-In speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Smoke detectors (7 number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Fire alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Carbon Monoxide Alarm (3 number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Room ventilation/exhaust fan (4 number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. 220 volt service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Security System <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Central station monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Have you experienced any problems with the electrical system or its components? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			

Seller's Initials  Property Address 989 Titan Drive, Hickman, NE 68372

Buyer's Initials 

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Whole house fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Central air conditioning 2022 year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Heating system 2022 year installed (if known) <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Other (specify _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fireplace / Fireplace Insert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Gas log (fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Gas starter (fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Heat pump year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Propane Tank year installed (if known) <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Wood-burning stove year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Plumbing (water supply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. a. Underground sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Back-flow prevention system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Water heater 2022 year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Water purifier year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Water softener <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Well system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sump pump (discharges to exterior _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Septic System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) 3 year(s)	N / A	N / A	<input type="checkbox"/>
2. Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the roof leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is there presently damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has there been water intrusion in the basement or crawl space?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Are there any structural problems with the structures on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is there presently damage to the chimney?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built 2022 (if known)	N / A	N / A	<input type="checkbox"/>
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Sidewalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Retaining wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any room additions or structural changes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Contaminated soil or water (including drinking water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Landfill or buried materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lead-based paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Radon gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Toxic materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section B - Environmental Conditions	YES	NO	Do Not Know
6. Toxic materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Underground fuel, chemical or other type of storage tank?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seller's Initials  ☐

Property Address 989 Titan Drive, Hickman, NE 68372

Buyer's Initials ☐ ☐

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Any easements, other than normal utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any lot-line disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Any condominium, homeowners', or other type of association which has any authority over the real property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Any private transfer fee obligation upon sale?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a common wall or walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is there a party wall agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any lawsuits regarding this property during the ownership of the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any notices from any governmental or quasi-governmental agency affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Any deed restrictions or other restrictions of record affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any unsatisfied judgments against the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any dispute regarding a right of access to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Any other title conditions which might affect the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. a. Are the dwelling(s) and the improvements connected to a septic system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the real property in a floodway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Is trash removal service provided to the real property? If so, are the trash services <input type="checkbox"/> public <input type="checkbox"/> private	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have the structures been mitigated for radon? If yes, when?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is the property connected to a natural gas system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Has a pet lived on the property? Type(s) dog	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any diseased or dead trees, or shrubs on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there any flooding, drainage, or grading problems in connection to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. a. Have you made any insurance or manufacturer claims with regard to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Were all repairs related to the above claims completed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner	2025	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cleaning of fireplace, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Servicing of furnace	2025	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Professional inspection of furnace A/C (HVAC) System	2025	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Servicing of septic system		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Treatment for wood-destroying insects or rodents		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Tested well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Serviced / treated well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Seller's Initials



Property Address 989 Titan Drive, Hickman, NE 68372

Buyer's Initials



PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.

Note: Use additional pages if necessary.

Panel capacity is 200 amp

Previous Internet- Future Technology

If checked here ☐ PART III is continued on a separate page(s)**SELLER'S CERTIFICATION**

Seller hereby certifies that this disclosure statement, which consists of 4 pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature

*Kelsey M Ramirez*dotloop verified
09/30/25 5:26 PM CDT
70JU-LYSA-GYSJ-AD9U

Date 09/30/2025

Seller's Signature

Date

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature

Date

Purchaser's Signature

Date

After recording please return to:
Thomas C. Huston
Cline Williams Wright Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

**RESTRICTIVE COVENANTS
FOR
TERRACE VIEW 3rd ADDITION AND
TERRACE VIEW 4th ADDITION**

RECITALS

A. Baade Property, LLC, a Nebraska limited liability company ("Declarant"), is the equitable and legal owner of the following described real estate located in Terrace View 3rd Addition and Terrace View 4th Addition, City of Hickman, Lancaster County, Nebraska:

Terrace View 3rd Addition:

- Lots One through Eight (1-8), Block One (1), inclusive;
- Lots One through Sixteen (1-16), Block Two (2) inclusive;
- Lots One through Twenty-Two (1-22), Block Three (3) inclusive;
- Lots One through Eleven (1-11), Block Four (4) inclusive;
- Lots One through Five (1-5), Block Five (5) inclusive;
- Lot One (1), Block Six (6);
- Lot One (1), Block Seven (7);

And

- Outlots A, B, C, and D, Terrace View 3rd Addition, City of Hickman, Lancaster County, Nebraska;

And

- Lots One through Two (1-2), Terrace View 4th Addition, City of Hickman, Lancaster County, Nebraska.

B. The Declarant are developing the Properties as a residential subdivision. Further, additional properties may be added to this Declaration.

C. The Declarant desire to establish a uniform plan for the development of such residential community.

D. There has been incorporated under the laws of the State of Nebraska, a nonprofit corporation under the name and style of Terrace View 1st Addition Homeowner's Association, Inc. (the "Association"), comprised of the owners of record (each being a "Lot Owner") for the purpose of enforcing these covenants and restrictions created and established against and upon the Properties.

ARTICLE I ASSOCIATION AND MEMBERSHIP

1.1 **Association.** The Association shall have two classes of membership:

CLASS "A" memberships shall include all members of the Association except the Declarant. Each Class "A" member of the Association shall be entitled to all the rights of membership and to one (1) vote for each lot or living unit in which the interest requisite for membership is held, provided however, that no more than one (1) vote shall be cast with respect to any such lot or living unit.

CLASS "B" membership shall include only the Declarant, who shall be entitled to ten (10) votes for each lot or living unit in which the interest requisite for membership is held, provided however, the "B" membership of the Declarant shall be converted to Class "A" membership at, for, and during such time or times as the total number of votes entitled to be cast by Class "A" members equal or exceed the total number of votes entitled to be cast by Class "B" members.

1.2 **Assessment and Lien.** The Association hereby covenants, and each member of the Association by the acceptance of a deed by which the interest requisite for membership in the Association is acquired, shall be deemed to covenant to maintain by means of the payment of annual and special assessments for the administration, insurance, taxes, repair, replacement and maintenance of the common areas. Each member of the Association covenants that the Association reserves the right to conduct all negotiations for the providing of refuse removal from the Properties on behalf of each member with each such member of the Association being responsible for the payment of all refuse services to their lot. Such annual and special assessments shall be a lien upon the lot against which such assessments are made and shall also be the personal obligation of the member(s), who is, or was, the record owner of the lot assessed at the time of such assessment.

1.3 **Subordinate to Mortgage.** The lien of such annual or special assessments shall be subordinated to the lien of any first mortgage or first deed of trust now or hereafter placed upon the lot against which such assessment is made.

1.4 **Annual Assessments.** Annual assessments shall be made by the Board of Directors of the Association for maintenance, repair or reconstruction of the common areas, insurance and taxes, subsequent to the execution and recordation of these Restrictive Covenants. Assessments for capital improvements to the common areas may be made by the Board of Directors.

1.5 **Additional Property.** The Declarant may, at any time, add additional, contiguous, developed real estate to the Properties without the consent or approval of the members of the Association. Such additions shall be made by the execution and recordation by the Declarant, or their successors and assigns, of Supplement Restrictive Covenants against and upon such additional real estate subject to the covenants and restrictions of these Restrictive Covenants. Specifically, these Restrictive Covenants may be applied to and may be recorded against all future phases of the Terrace View as such land is final platted in multiple phases.

ARTICLE II ARCHITECTURAL CONTROL

2.1 **Plan Approval.** Prior to the construction of any residence on any Lot a set of building plans for such residence shall be submitted by the Lot Owner to the Declarant for approval. Said building plans shall be signed and certified by the Lot Owner as a true and correct copy of the building plans for the residence to be constructed on such Lot and contain a statement that the Lot Owner will submit to the Declarant, for written approval, any amendments, modifications or changes to such building plans. Such building plans shall show the size, exterior material, design and plot plan for the residence to be constructed on such Lot and shall indicate the location of residence, any garage and any other structures to be placed or constructed on such Lot. The Plans shall reflect compliance with Article III below. A Lot Owner shall also provide a paint sample for approval of the exterior color of the home. One set of such building plans, and all amendments, modifications and changes thereto, signed by the Lot Owner shall be left on permanent file with the Declarant. No construction of any residence on any Lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the Declarant. Written approval or disapproval of such building plans shall be given by the Declarant within thirty (30) days from and after receipts thereof by the Declarant. Approval of such building plans shall not be unreasonably withheld; provided however, that the Declarant shall have the sole and exclusive right, in its sole discretion, to approve or reject any such plans if, in the opinion of the Declarant, either the style, size, material or plot plan of such residence does not conform to the general standard and character of the Restrictive Covenants.

2.2 **Exterior Alterations.** Prior to the construction of any addition to any residence constructed on any Lot, or the change or modification in the exterior of any residence constructed on any Lot, the Lot Owner shall first obtain the written approval of the Declarant to proceed with any such construction, change or modification, which approval shall not be reasonably withheld.

2.3 **Compliance.** Regardless of any of the requirements of these Covenants concerning the prior approval of building plans, the Declarant shall have no power to: (i) allow, permit or consent to the construction of any residence on any Lot if such residence would violate any of the other terms or provisions of these Covenants, or; (ii) waive any term, condition or restriction imposed by these Covenants on such Lot, unless the Declarant or Architectural Board has reserved the express power to waive or amend hereunder. The Declarant may, in the Declarant's sole discretion, at such time of the Declarant deems appropriate, transfer and assign to a three (3) member Architectural Review Board, who are Lot Owners appointed by Declarant, and Agents of the Declarant appointed by the Declarant, the right to approve or disapprove building plans using the same criteria the Declarant has set forth. Vacancies occurring thereafter shall be appointed by majority vote of the remaining members of the Architectural Review Board, and such vacancy must be filed by a Lot Owner.

ARTICLE III GENERAL PROVISIONS

3.1 **Grading.** Declarant, and its successor and assigns, hereby reserves the sole and exclusive right to establish all grades, slopes and/or contours on all Lots and to fix the grade upon which any single-family residence hereafter is erected or placed on any such Lot. Once such grades, slopes and/or contours have been established by the Declarant they will not be changed in connection with the construction of any single-family residence on any Lot more than two feet from the grades, slopes and/or contours established by Declarant, without prior written permission of the Declarant, but in no event shall any such Lot be graded or sloped so as to change the flow of surface waters to or from any adjoining Lots. The Declarant may, in the Declarant's sole discretion, at such time as the Declarant deems appropriate, transfer and assign to the Architectural Review Board the right to establish and enforce such grades, slopes and contours.

3.2 **Easement Areas.** No walls, fences, structure, planting or other materials shall be constructed, placed, planted, maintained or permitted to remain on any easement areas reserved for the installation and maintenance of utilities or drainage, as shown on recorded plat of the Terrace View Subdivision, if such wall, fence, structure or planting would (i) damage or interfere with the installation or maintenance of any such utilities, or ; (ii) change the direction or flow of the surface water drainage channels in any such easement area, or; (iii) obstruct or retard the flow of water through any drainage channels over the easement area.

3.3 **Excavation.** No dirt from grading, excavation or resulting from any other activity may be removed from the boundaries of the neighborhood without the written permission of the Declarant and without first offering such dirt to the Declarant for placement (at the expense of Lot Owner relocating same) within the neighborhood at an area or areas designated by the Declarant for stockpiling dirt. Dirt placed in such stockpiling areas shall be leveled at the expense of Lot Owner relocating same to allow for mowing and maintenance. At such time as the Declarant deems appropriate it may transfer and assign to the Association this right to the dirt and the designation of its placement. This right shall expire January 2038.

3.4 **Driveway Surface.** Any driveway from an attached garage or out building to the public street shall be constructed of concrete.

3.5 **Single Family Dwelling Use.** No Lot or any residence hereafter placed or constructed shall be utilized for any purpose other than for single family residential purposes except as shown on Exhibit "A" or as otherwise approved by the Declarant. No condominiums, apartments or multiple dwelling units of any kind or type shall be built on any Lot, nor shall any Lot Owner allow or permit any dwelling unit constructed on any Lot to be converted into any type of condominium, apartment or multiple dwelling unit except as shown on Exhibit "A" or as otherwise approved by the Declarant.

3.6 **Required Setbacks.** No dwelling or other structure of any kind or type shall be located on any Lot within twenty-five (25) feet of the Front Lot Line, nor within seven and one-half (7.5) feet of any Side Lot Line or with twenty (20) feet of the Rear Lot Line, nor in the case of the lot abutting two (2) or more streets, within twenty-five (25) feet of any street R.O.W. or Lot Line, unless said setback requirement is waived by the Declarant or Architectural Board. No cantilever, or chimney shall extend into the required set back area.

3.7 **Yard Setbacks.** The yard setbacks for a Lot and a single-family residential structure or outbuilding shall be those as specified in the Terrace View 3rd Addition Final Plat and the Terrace View 4th Addition Final Plat as approved by the City of Hickman, Nebraska, and the City of Hickman Zoning Ordinance.

3.8 **Outbuildings.** One accessory building or storage shed, not to exceed 10' in either the length or width dimension, may be constructed or placed on any Lot; including detached swimming pool house, so long as the accessory structure is constructed with the same architectural style as the single-family residence located upon such Lot; if accessory building, barn, garage, storage shed, or pool house is built at a later date than the residence, the Lot Owner must have approval from Declarant before construction begins.

3.9 **Required Square Footage.** No residence shall be constructed on any Lot specifically in Terrace View 3rd Addition Final Plat and the Terrace View 4th

Addition, unless such residence has a minimum floor area, exclusive of terraces, patios, porches, car ports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of:

Zone 1 Properties (See Exhibit "A" for general location):

- (i) 1,400 square feet in the case of a one-story ranch style residence or split entry; or
- (ii) 1,800 square feet in the case of a one and one-half story or split-level residence; or,
- (iii) 2,000 square feet in the case of a full two-story multilevel single-family residence.

Zone 2 Properties (See Exhibit "A" for general location):

- (i) 1,250 square feet in the case of a one-story ranch style residence or split entry; or
- (ii) 1,350 square feet in the case of a one and one-half story or split-level residence; or,
- (iii) 1,850 square feet in the case of a full two-story multilevel single-family residence.

3.10 **Exterior Façade.** The exterior of any residence constructed on the street side of any Lot must be faced with siding of vinyl, wood or concrete lap less than eight inches wide or stucco, stone, or brick; provided however, that in no event shall any side of any such residence substantially parallel to a front line and the dominant side of the residence be faced with no less than:

Zone 1 Properties:

- (i) Thirty-five percent (35%) brick or stone;

Zone 2 Properties:

- (i) Twenty-five percent (25%) brick or stone

unless the home style is a cape cod or colonial where the brick or stone front side requirement may, in the discretion of the Declarant or Architectural Review Committee, be waived. Each Lot Owner shall also provide the Declarant with a paint sample reflecting the exterior color of the home.

3.11 **Garages.** Each single-family structure shall have an attached garage appropriately sized to hold a minimum of two (2) full-sized motor vehicles.

In addition, each single-family structure within:

- Lots One through Eight (1-8), Block One (1) inclusive;
- Lots One through Eight (1-8), Block Two (2) inclusive;
- Lot One (1), Block Four (4);
- Lots One through Five (1-5), Block Five (5) inclusive;
- Lot One (1), Block Six (6);
- Lot One (1), Block Seven (7);

shall have an attached garage appropriately sized to hold a minimum of three (3) full-sized motor vehicles.

3.12 **Foundation.**

Zone 1 and Zone 2 Properties:

Exposed concrete foundations or foundation walls which are above grade on any residence shall be, at a minimum, painted to match the exterior of the residence.

3.13 **Solar Panels.** Any solar panels placed on any residence constructed on any Lot shall be mounted flush with the roof of such residence, and shall not be located along any exterior wall of such residence nor in any yard of any Lot.

3.14 **Roof Material.** Except as set forth in section 3.13 above, and expect for appropriate gutter and downspout systems, all single-family residences constructed on any Lot shall have a roof consisting of:

- Roofing materials shall be equal to or better than an architectural grade shingle which provides an appearance of depth such as the Horizon shingle;

and this restriction shall apply to any residential roof that needs to be re-shingled during the existence of these Covenants. This restriction is not to be construed to prohibit the installation of skylights in any residential roof.

3.15 **Air Conditioning Equipment.** Any exterior air conditioning unit or system placed on any Lot must be located on the side yard adjacent to the residence or in the rear yard; provided however, no exterior air conditioning unit shall be placed in the side yard facing a street on a corner lot.

3.16 **Roof Pitch.** No roof pitch shall be less than a 4/12 pitch of any residence, storage shed or pool house unless otherwise waived and approved in writing by the Declarant.

3.17 **Nuisance.** No noxious or offensive trade, activity or practice shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

3.18 **Temporary Structure.** No trailer, mobile home, basement, tent, shack, barn, or any other outbuilding erected in or on any Lot shall at any time be used as a residence, temporary or permanent; nor shall any structure of a temporary character be used as a residence.

3.19 **Outside Vehicle Storage.** No cars, pickups, vehicles, maintenance equipment trucks, buses recreational vehicle, including but not limited to self-propelled mobile homes, campers, trailers boats, et cetera shall be stored or parked upon any residentially zoned lot within the Properties except with an enclosed structure. Provided, such vehicles may be temporarily parked or stored

upon lots within the Properties for periods of time not to exceed twenty-one (21) days per year. The only exception shall be automobiles, sport utility vehicles, or pickups used on a daily or regular basis.

3.20 **Exterior Design (Front Elevation).** A minimum of two (2) offsets on the front elevation of a residence is required unless the home style is a cape cod or colonial or unless otherwise waived and approved in writing by the Declarant.

3.21 **Prefabricated Construction.** No previously constructed building or any prefabricated building of any kind whatsoever shall be moved onto any building Lot.

3.22 **Construction Completion.** Once construction of any single-family residence is begun on any Lot, such single-family building and landscaping plans approved by the Declarant, shall be completed within twelve (12) months unless otherwise waived and approved in writing by the Declarant.

3.23 **Exterior Communications Equipment.** No television antennas, radio towers, or satellite dishes which are two and one-half (2.5) feet in diameter or greater shall be placed on any Lot except within the interior of any residential structure or outbuilding. All wires, cables, conduits, or pipes shall be placed on the interior of such residential structure or outbuilding or placed underground.

3.24 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. The only animals permitted outside the dwelling unit shall be cats and dogs. Each Owner shall be entitled to a maximum of three (3) dogs and three (3) cats per Lot unless approved in writing by the Declarant and a majority vote of the Board of Directors of the Association. All animals shall be confined to the area owned by the particular Owner of such animal unless the Owner or family member is accompanying the animal and has the animal under safe control. No dog runs shall be located in a front yard nor within five (5) feet of a side Lot Line unless in the back yard.

3.25 **Sanitation.** No Lot may be utilized, maintained or used as a dumping ground for rubbish, except leaf and grass clippings. All waste, garbage and trash much be kept in sanitary containers and removed from such Lot on a weekly basis. No incinerators may be constructed or maintained upon any Lot. All Lots shall be kept free of debris and weeds and shall be kept mowed.

3.26 **Fences.** Fences shall be four-foot or five-foot (4' or 5') tall, vinyl coated black, chain link fence or black wrought iron appearance fencing constructed with commensurate posts, rails, and support materials. Wood panel or vinyl panel fencing material is not permitted.

3.27 **Landscaping.** Prior to construction of any single-family residence on any Lot a landscaping plan signed by the Lot Owner shall be submitted to the Declarant for approval. Landscape plan must include a minimum of one (1) two-inch caliper (diameter) or larger deciduous tree placed in the front yard of the Lot.

Corner lots shall have a minimum of one (1) two-inch caliper (diameter) tree in each street front yard area. Said tree(s) shall be planted prior to occupancy of the house and shall be properly maintained by the Lot Owner. Lot Owner shall be responsible for any additional tree or landscaping requirements which may be imposed by the City of Hickman.

All portions of the Lot not encompassed within single family residential structure, outbuilding, improvements, driveways or paths shall be sodded and shall have an underground sprinkler system installed upon the completion of construction of the residence and shall be properly maintained and manicured by the Owner. No obnoxious or illegal weeds shall be allowed to grow on any Lot. Prior to the commencement of construction of any structure, building or improvement sites, all such sites shall be properly maintained and free of unsightly weeds and vegetation.

3.28 Outbuilding Design. No outbuilding shall be constructed larger than 100 square feet in floor area, nor shall such a building have length or width of more than 10 feet. Each outbuilding shall have eaves and a pitched roof. The exterior finishes (excluding windows and doors) for the outbuilding shall be constructed in a similar style and constructed of the same or as near to the same materials as the residence on the lot. No lean-tos can be attached to any outbuilding or single family residential structure.

3.29 Garage. The garage in the residential structure and any outbuilding shall provide space for all cars, trucks, motor vehicles, buses, campers, trailers, boats, and maintenance equipment, which are used, parked or stored on any Lot.

3.30 Commercial Use. No business or commercial use shall be permitted on the residential Lot, except home occupations which do not have employees on site.

3.31 Signs. No advertising signs, billboards, or other advertising devices shall be permitted on any Lot within the Property, except (i) a yard sign placed by the owner of the lot advertising such lot is for sale, (ii) a yard sign placed by the owner for political purposes and (iii) a yard sign placed by the general contractor during construction on a lot; provided such permitted signs may not be larger than 24 inches by 36 inches. Declarant may erect signs of any size advertising Lots for sale within the Property, and a sign advertising a single Lot for sale may be erected upon any Lot.

3.32 Replat. No Lot shall be re-platted or subdivided or parcel thereof sold, transferred or conveyed without the express approval of the Declarant or the Association.

ARTICLE IV MISCELLANEOUS

4.1 **Duration.** The enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the several Lot Owners, their successors, assigns, heirs and devisees until the 1st day of January, 2040, and continuously thereafter for successive ten (10) year periods unless and until any amendment thereto shall have been approved in writing by a two-third (2/3) affirmative vote of the Lot Owners unless otherwise provided herein. Each Lot Owner shall be entitled to one vote.

4.2 **Enforcement.** The enforcement of these Covenants shall be by proceedings at law or in equity, and may be instituted by either the Declarant, Association, or any Lot Owner (including the Developer and Declarant) against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages, and may also be instituted to enforce any lien or obligation created hereby. If the Declarant, Association, or any Lot Owner is successful in any action, whether at law or equity, to enforce any term or provision of these Covenants, then the Declarant or the Lot Owner instituting such action, as the case may be, shall be entitled to an award of reasonable attorney's fees to the extent permitted by law, and court costs, which shall constitute a lien on the Lot owned by the person against whom enforcement is sought.

4.3 **Lot Owner.** For the purposes of these Covenants Conditions and Restriction "Lot Owner" shall mean the owner of record, other than the Declarant, of a lot located within Terrace View 3rd Addition and Terrace View 4th Addition, City of Hickman, Nebraska.

4.4 **Survivor.** The invalidation of any one of the covenants or restrictions set forth herein shall not affect the validity of the remaining provisions hereof, all of which shall remain in full force and effect.

4.5 **Exceptions.** The Board of Directors of the Association, by an affirmative vote of two-thirds (2/3) of its board members, shall have the power to grant an exception from any limitation or restriction set forth herein except those reserved by the Declarant for architectural control of the initial construction of any residence or outbuilding upon any Lot, subject, however, to the disapproval of the Association. The board shall be required to notify all members about the granting of such exception, in writing, within two (2) business days from the date of such decision and if there is no objection raised, in writing, within fourteen (14) days after mailing of such notification, by any Association member, the exception will stand as approved by the Board of Directors. If an objection is presented, in writing, to the Chairman of the Board of Directors, the members of the Association at a special meeting, or any regularly scheduled meeting held within fifteen (15) days after the receipt of any such objection, shall have the power to override the Board of Directors with respect to the granting of any such exception and reverse their decision by a

two-thirds (2/3) vote of those present at said meeting. After the granting of any exception the member(s) requesting such exception shall cause to be filed in the Office of the Register of Deeds a Limited Waiver of Declaration of Covenants of the granting of the exception containing a detailed description of the exception granted which shall be acknowledged by the President and Secretary of the Association. No exception shall be valid until such time as said Limited Waiver of Declaration of Covenants has been filed. All costs of notification by the Board of Directors, document preparation fees and filing fees shall be paid by the member(s) seeking an exception.

4.6 **Option to Repurchase.** In the event a Lot Owner does not commence construction of a single-family dwelling unit on a Lot within thirty-six (36) months of the date on which the Lot Owner, or its predecessor in interest, purchased the Lot from Declarant, then Declarant shall have the option to repurchase said Lot from the Lot Owner (the "Option to Repurchase"). The Option to Repurchase shall be carried out in accordance with the terms below:

- i. **Option Price.** The option price to be paid by Declarant for the purchase of a Lot under the Option to Repurchase shall be the purchase price paid to Declarant by Lot Owner, or its predecessor in interest, for said Lot.
- ii. **Exercising the Option to Repurchase.** Declarant shall exercise the Option to Repurchase by delivering written notice to Lot Owner within sixty (60) days of the expiration of thirty-six (36) months after the date on which the Lot was purchased from Declarant ("Option Notice").
- iii. **Real Estate Purchase Agreement.** Within fourteen (14) days of Option Notice, Declarant and Lot Owner shall enter into a mutually agreeable real estate purchase agreement containing customary terms and provisions, which shall: (1) set a closing date within sixty (60) days of Option Notice; and (2) shall require Lot Owner to deliver a good and sufficient Warranty Deed transferring and conveying to Declarant good and marketable title to the Lot free and clear of any and all liens, encumbrances, and real estate taxes.
- iv. **Duty of Good Faith and to Cooperate.** Declarant and Lot Owner shall each have a duty of good faith to the other and shall cooperate with the other.

[SIGNATURE PAGE TO FOLLOW]

Dated this 1 day of ^{June}~~May~~, 2021.

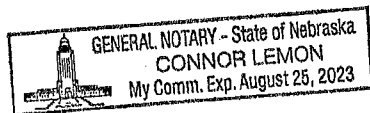
"DECLARANT"

BAADE PROPERTY, LLC,
a Nebraska limited liability company

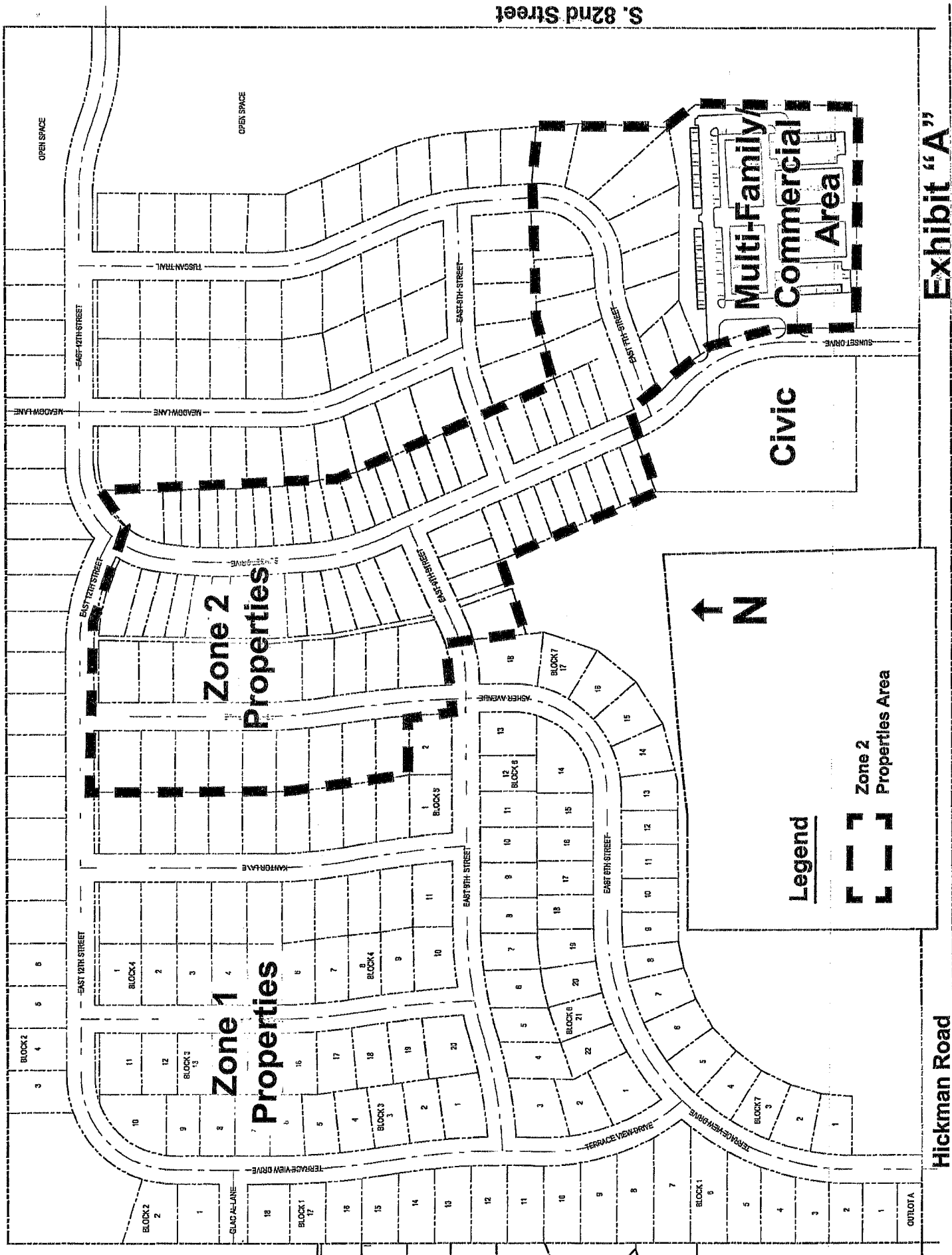
Alan Baade
Alan Baade, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1 day of ^{June}~~May~~, 2021 by Alan Baade, Manager of Baade Property, LLC, a Nebraska limited liability company, on behalf of the company.



Connor Lemon
Notary Public



Upon recording return to:
Gregory S. Frayser
440 N. 8th Street, Suite 140
Lincoln, NE 68508

**DECLARATION OF COVENANTS AND
RESTRICTIONS OF FIRST ADDITION TO TITAN VIEW TOWNHOMES**

M&G Holdings, LLC, a Nebraska limited liability company, or its successors in interest or assigns (collectively, "Owner") as owner and developer of the real estate being subjected to these Covenants and Restrictions of the First Addition to Titan View Townhomes (the "Covenants") executes these Covenants as of September 22, 2023.

RECITALS

A. The First Addition to the Titan View Townhome Project (the "Project") consists of the following described real estate:

- Lots 9-22, Block 3, Terrace View 3rd Addition, City of Hickman, Nebraska;
- and
- Lots 2-11, Block 4, Terrace View 3rd Addition, City of Hickman, Nebraska;

All in Hickman, Lancaster County, Nebraska

(Collectively, the "Lots")

B. The Owner or its successors or assigns is constructing or has constructed or will construct attached single-family dwelling units upon the Lots and has or in the future intends to transfer the various Lots to third-party homeowners.

C. Pursuant to Paragraph 18 of these Covenants, Owner may add additional contiguous or adjacent real estate to the Property at any time, without the consent of the members of the Titan View Townhomes Association, Inc. (the "Association").

D. Owner, or its successors or assigns, shall construct attached single-family dwelling units upon the Lots for ultimate sale to the titleholders who shall be subject to these Covenants and shall be referred to as "Homeowners".

E. Owner desires to subject the Lots to these Covenants in order to provide for the common operation of the Lots and all prior additions of Lots by the Association.

TEV13

F. These Covenants and the Lots are an addition to that certain Declaration of Covenants and Restrictions of Titan View Townhomes executed as of July 1, 2021 and filed for record in the records of the Lancaster County Register of Deeds on August 16, 2021 as Inst. No. 2021049237.

NOW THEREFORE, these Covenants are established upon the Lots as follows:

1. **Association.** Every person or entity who becomes a record titleholder of a fee interest in any Lot which is subject to the terms of the Covenants shall be a member of the "Titan View Townhome Association, Inc." and agrees to be bound by the provisions of the Covenants, including contract buyers. Any person or entity who holds an interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms of the Covenants.

2. **Membership.** The Association shall have a minimum of two (2) classes of membership, as follows:

A. **Class A Membership.** Class A membership shall include all members of the Association except Owner and any successor in interest. Each Class A member (each of which shall be a "Member") of the Association shall be entitled to all the rights of membership and to one vote for each Lot in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any Lot.

B. **Class B Membership.** Class B membership shall include only Owner and any successor in interest to Owner. The Class B member shall be entitled to ten (10) votes for each Lot in which the interest requisite for membership is held.

3. **Owner Control.** Owner, or its successors or assigns, shall control the Association and may appoint and remove the officers and members of the Board (period of "Owner Control") until the earlier of:

A. sixty (60) days after conveyance of one hundred percent (100%) of the Lots subject to the terms of the Covenants (the "Lots") to any person other than Owner; or

B. two (2) years after Owner has ceased to offer Lots for sale in the ordinary course of business.

No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to titleholders other than Owner (each a "Lot Owner"), at least one member and not less than twenty-five percent (25%) of the members of the Board shall be elected exclusively by Lot Owners. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Lot Owners, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board shall be elected exclusively by Lot Owners.

No later than the termination of the period of Owner Control, the Lot Owners shall elect a Board in conformance with the terms of the Association's Bylaws. Provided, however, Owner may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the above stated period, but in that event Owner may require, for the duration of the period of Owner Control, that specified actions of the Association or Board be approved by the Owner before they become effective.

4. **Party Wall.** Each wall which is built as part of the original construction of a dwelling within the Lots and placed on the common boundary line between two abutting lots shall constitute a "Party Wall". The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Homeowners who share such Party Wall. If a Party Wall is destroyed or damaged by fire or other casualty, the Homeowners making use of the Party Wall each equally share the cost of restoration.

5. **Encroachments.** When an attached single-family unit is constructed on any Lot so to encroach upon an adjoining Lot, the Homeowner of the encroaching improvements shall be deemed to have been granted an easement upon the area so encroached. Any expense of maintenance, repair, or replacement of the encroaching building shall be borne by the Homeowner of the encroaching improvements.

6. **Utility Lines.** Each Homeowner shall have an easement for the repair, maintenance and replacement of any utility or service line constructed on one or more adjoining Lot, which easement shall be appurtenant to the ownership interest of the Homeowner so benefitted.

7. **Pets.** Pets have the potential to create significant nuisance problems within the Lots. Each Homeowner shall be responsible for controlling all pets and preventing such pets from becoming an annoyance, nuisance or unreasonably disturbing the quiet of any other Homeowner. Specific rules, regulations and requirements furthering implementing this provision (including the banning of individual animals, types or specific breeds) may be adopted by not less than one-half (1/2) of the Homeowners and with written notice shall be binding upon and enforceable by the Association and any Homeowner against all Lots.

8. **Exterior Maintenance.** The Association shall annually establish a budget for the common services being provided to the Members of the Association, which budget shall be used to establish the annual assessment to be paid by the Members pursuant to Paragraph 11 below. The common services and expenses to be paid by the Members as the annual assessment shall include, at a minimum, the cost of lawn care for all Lots, snow removal, maintenance of any common areas, and regularly scheduled trash removal. The Association shall have the right to enter upon any lot within the Lots, at reasonable times, to perform maintenance. The cost of such maintenance shall be paid by each Member through the payment of the Annual Assessment upon each Lot.

9. **Members' Maintenance of Lots.** Each Member shall be responsible for the exterior maintenance of the dwelling unit, including the exterior walls, windows, and roof, located on the Lot. Each Member shall be responsible for the maintenance of that portion of the roof that is located within its Lot and above its dwelling unit, with the location of the Party Wall providing guidance as to the division of the shared roofs. Under order of the Board of Directors, as recommended by the building committee, the Association may, but shall not be required to, paint, repair, replace roofs, gutters, down spouts, and other exterior building surfaces, and only if the Member is failing to properly maintain the Lot owned by the Member, but only after ninety (90) days notice to the Member by the Board of Directors by certified mail that such work should be performed or, after notice that work that has been performed by the Member does not meet the rules of the Association as to such improvements. In the event the Association undertakes to provide such additional services to the Member, an assessment for the cost of providing such services plus an administrative fee equal to ten (10) percent of such sum will be made against the Lot

improved or the unit benefitted and a lien shall attach thereto as in all other assessments and special assessments.

10. **General Standards.**

A. **Exterior Appearance.** Owner, or its successors or assigns, shall approve a standard site plan and design of the improvements to be constructed on the Lots. Once constructed, no owner of a Lot may modify, alter, or customize the exterior appearance of the improvements constructed on the Lots, provided however; the exterior features of the improvements may be repaired and/or replaced provided that such repair or replacement does not materially change the exterior appearance of such improvement.

B. **Grade.** The grade and drainage of the Lots has been established by the Owner. No owner of a Lot shall alter or modify the grade or drainage of any Lot without the express written approval of the Owner as long as Owner retains any Class B Membership Units, and thereafter by the Association.

C. **Landscaping/ /Accessory Structures.** Before any owner of a Lot may construct, plant, or install any storm doors, exterior light fixtures, exterior paint, or replace an existing garage door, such Homeowner shall first submit plans for such improvement to the Owner, as long as Owner retains any Class B Membership Units and thereafter to the Association.

D. **Rules and Regulations.** The Association, acting through its Board of Directors is hereby authorized to adopt reasonable rules and regulations regarding the construction of fences, accessory structures and other exterior improvements, or the installation of landscaping, storm doors, replacement garage doors, exterior light fixtures and exterior paint. Until such rules and regulations are adopted, the general standards are as follows:

i. **Fencing.** Fencing shall not be allowed unless agreed to by the Association. If approved all new fencing and all alterations, repairs, and replacements to fencing must be completed with the same material and design as the fencing contained on the other Lots. Any enclosed yard space shall be maintained by the Homeowner.

ii. **Accessory Structures.** Accessory structures such as storage sheds and playhouses shall not be permitted. Playground equipment and other recreational equipment shall not be permitted.

iii. **Satellite Dish.** No satellite dish shall be allowed unless the Board of Directors agree to permit roof-mounted satellite dishes with a diameter which are unobtrusive as determined by the Board.

E. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose. No owner of a Lot shall keep more than two (2) pets: dogs and/or cats.

F. **Recreational Vehicles.** No recreational vehicle, including a boat or camper, shall be parked or stored upon any Lot, except within an enclosed structure, provided that a recreational vehicle may be temporarily stored on a Lot for a time period not to exceed fourteen (14) days per year.

G. **Yard Signage.** Other than "For Sale" and temporary political signs, no yard signage shall be permitted on Lots.

H. **Parking.** Parking shall be permitted only in garages of the attached single-family dwelling units or upon the driveways for each unit. Parking on the street is not permitted unless the Board of Directors establishes rules which govern such parking. No motor vehicle in a non-operable condition owned by or under the control of a Member of the Association, Homeowner, or its guests shall be parked or stored anywhere within the boundaries of the Association except in garages.

I. **Insurance.** Each Member agrees, by the acceptance of a deed by which interest requisite for membership in the Association is required, shall be deemed to covenant to maintain fire and extended coverage insurance on the improvements thereon, in an amount equal to the full insurable value thereof, in a form satisfactory to the Association and payable to the Association as a trustee. A copy of this proof of insurance shall be supplied to the Association annually.

J. **Nuisances.** No noxious or offensive activity shall be carried on or permitted on any Lot or Common Area, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood or shall endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.

K. **Rental of Single-Family Dwelling Units.** Each Member is prohibited from renting his Lot and/or the single-family dwelling unit upon his or her Lot to any third-party for a duration of less than 30 days. Short term rentals constitute a commercial enterprise whereby the short-term tenants are not accountable to the Association and are therefore prohibited.

11. **Assessments.** Each Member agrees to pay to the Association: (a) annual assessments or charges uniformly made against each Lot for the provision of services described herein or such other purposes as promulgated by the Association from time to time, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual assessment shall be due and payable annually on the first day of July of each year. The annual assessment is intended to pay for the cost and expense related to the collective and common services delivered to Members by the Association including, snow removal from driveways and sidewalks; lawn and landscaping maintenance, repair and replacement; garbage removal; insurance coverages and other services approved by the Board of Directors of the Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment was made. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Notwithstanding anything else to the contrary, no members shall be liable to pay any annual or special assessment until a certificate of occupancy has been issued for the improvements built on a particular Lot.

12. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Lots, for the improvement and maintenance of any common areas and for the

services provided by the Association. The annual assessments shall be based on the annual budget established by the Board of Directors for maintenance and associated tasks.

13. **Annual and Special Assessments.** Annual and special assessments may be levied by the Board of Directors of the Association. Any special assessment for capital improvements shall be approved by affirmative vote of two-thirds (2/3) of each class of members affected and entitled to vote, at a regular meeting of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting.

14. **Lien of Assessments.** The lien of any annual or special assessment shall be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.

15. **Amendments.** These Covenants shall run with the land and shall be binding upon and enforceable by the Association and all Members. These restrictive covenants may be terminated or modified, in writing, by the owners of two-thirds (2/3) of the Members within the Lots, at any time.

16. **Enforcement.** The enforcement of these Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and may be to enforce any lien or obligation created hereby.

17. **Severability.** The invalidation of any one of these Covenants shall not affect the validity of the remaining provisions hereof.

18. **Additions.** Owner may add additional contiguous or adjacent real estate to the Lots at any time, without the consent of the members of the Association, provided that the Covenants shall apply equally and uniformly to such additional real estate made subject to these Covenants. Additions shall be made by the execution and recordation of these Covenants and Restrictions upon the additional real estate, making the addition subject to the covenants.

DATED this 22 day of September, 2023.

"OWNER"

M&G HOLDINGS, LLC, a Nebraska limited liability company

By: 

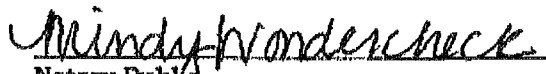
Name: Kenneth German

Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Covenants and Restrictions of Titan View Townhomes were acknowledged before me this 22 day of September 2023, by Kenneth German, Manager of M&G Holdings, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

4854-9073-7198, v. 1

**BYLAWS OF
TERRACE VIEW HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I
Name and Location**

The name of the corporation is Terrace View Homeowner's Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located in Lancaster County, Nebraska, but 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
Definitions**

Section 1: "Association" shall mean and refer to Terrace View Homeowner's Association, Inc., its successors and assigns.

Section 2: "Terrace View" shall mean and refer to the following described real estate located in Lancaster County, Nebraska:

- Lots One through Eighteen (1-18), Block One (1), inclusive;
- Lots One through Six (1-6), Block Two (2) inclusive;
- Lots One through Twenty (1-20), Block Three (3) inclusive;
- Lots One through Eleven (1-11), Block Four (4) inclusive;
- Lots One through Two (1-2), Block Five (5) inclusive;
- Lots One through Twenty-Two (1-22), Block Six (6) inclusive;
- Lots One through Eighteen (1-18), Block Seven (7) inclusive;

Outlots A, B, D, E and F, Terrace View, City of Hickman,
Lancaster County, Nebraska;

and such additions thereto as may hereafter be brought within the jurisdiction of the Association with the consent of the Board of Directors of the Association.

Section 3: "Common Facilities" shall mean the items designated or to be designated in the Declaration and all real property owned by or managed by the Association for the common use and enjoyment of the Homeowners.

Section 4: "Declaration" shall mean and refer to the Restrictive Covenants of Terrace View in Hickman, Lancaster County, Nebraska, recorded with the Lancaster County Register of Deeds office as Instrument No. 2018015605 as the same may be amended from time to time as therein provided.

Section 5: "Lot" shall mean and refer to any lot or portion of a lot shown upon any recorded plat or replat of Terrace View, or any portion thereof.

Section 6: "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation for the Association.

Section 7: "Owner" shall mean Baade Property, LLC, a Nebraska limited liability company and 301 Investments, LLC, a Nebraska limited liability company (collectively "Owner"), as the owner of Terrace View as of the date of these Bylaws.

Section 8: "Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee title to any Lot, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III

Members

Section 1: Membership. The Association shall have the following two classes of membership:

A. CLASS "A" memberships shall include all members of the Association except the Owner. Each Class "A" member of the Association shall be entitled to all the rights of membership and to one (1) vote for each Lot or living unit in which the interest requisite for membership is held, provided however, that no more than one (1) vote shall be cast with respect to any such Lot or living unit.

B. CLASS "B" membership shall include only the Owner, who shall be entitled to four (4) votes for each Lot or living unit in which the interest requisite for membership is held, provided however, the "B" membership of the Owner shall be converted to Class "A" membership at, for, and during such time or times as the total number of votes entitled to be cast by Class "A" members equal or exceed the total number of votes entitled to be cast by Class "B" members.

Section 2: Annual Meetings. Annual meetings of the Members shall be held at a date and time set by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

Section 3: Special Meeting. Special meetings of the Members may be called at any time 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.

Section 4: Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, no less than five (5) nor more than fifty (50) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied to the Member's address last appearing on the books of the Association, or supplied by such Member of 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 5: Quorum. The presence at the meeting of the Members entitled to cast, or proxies entitled to cast, one-third of the voting power of all the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be

present or presented at any meeting, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting at which the requisite quorum was not achieved.

Section 6: 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 7: Suspension of Voting Rights. A Member's voting rights shall be suspended for any period during which any assessment against the Member's Lot(s) remains unpaid. The Board of Directors may suspend, for a period not to exceed sixty (60) days, a Member's voting rights for any infraction of the Association's published rules and regulations.

ARTICLE IV

Board of Directors, Selection, and Term of Office

Section 1: Number. The affairs of this Association shall be managed by a Board of not fewer than three (3) or more than seven (7) directors elected by the Members. To qualify as a member of the Board of Directors, a person must be a Homeowner or member or officer of Homeowner or the duly-appointed representative of a Homeowner of a Lot in Terrace View, except if the Board consists of five or more members, one member of the Board of Directors may be someone not a member and not an officer or representative of a member.

Section 2: Election and Term of Office. Board members shall be elected by the Members pursuant to Article V of these Bylaws. At the first annual meeting of the Members after these Bylaws shall become effective, the Directors shall be divided into two classes, each class to be as nearly equal in number as possible, with the term of office of the first class to expire at midnight on December 31, 2022, and the term of the second class to expire at midnight on December 31, 2023. At any meeting of the Members thereafter that changes the number of Directors, the addition or deletion of Directors shall be allocated among the two classes, so that each class remains as nearly equal in number as possible. At each annual meeting after such classification, the number of Directors equal to the number of the class whose term expires on the upcoming December 31st shall be elected to hold office for a two (2) year term beginning on the January 1st after expiration of such current term and ending on the second December 31st. Whenever any one or more of the said directors or their successors appointed or elected as herein provided shall die, be removed, be unable to act or resign, or shall cease to have an interest in the above-described property as a Homeowner, an officer of a Homeowner, or a duly-appointed representative of a Homeowner of land in Terrace View Subdivision, then the unexpired term shall be filled for the balance of such unexpired term by appointment of a successor director by majority vote of the then remaining directors, subject to the provisions of Article IV, Section 1 of these Bylaws.

Section 3: Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association with applicable voting rights.

Section 4: Compensation. No director shall receive compensation for any service he/she may render to the Association in his/her capacity as director. However, any

director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

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 of Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two 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 shall be made from among those eligible persons defined in Article IV, Section 1 of these Bylaws.

Section 2: Election. At all elections for directors, every Homeowner shall have the right to vote in person or by proxy, one vote for each Lot of record owned and/or fraction of a Lot of record owned in excess of one-half of such Lot for each director position as there are directors to be elected. Such vote shall be cumulative, that is, each Member may give one candidate as many votes as the number of votes held by the member, multiplied by the number of directors to be elected, or such cumulative total number of votes may be distributed on the same principle among as many candidates as Homeowner shall see fit.

ARTICLE VI

Meetings of Directors

Section 1: Regular Meetings. Regular meetings of the Board of Directors may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board, and shall be held at least annually.

Section 2: Special Meetings. Special meetings of the Board of Directors shall be held when called by any two directors, upon twenty-four (24) hours' notice to each director.

Section 3: Quorum. A majority of the members of the Board 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.

ARTICLE VII
Powers and Duties of Board of Directors

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

- A. Adopt and publish rules and regulations governing the use and maintenance of the Common Facilities in accordance with the Declaration;
- B. 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. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
- C. 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 Bylaws, the Articles of Incorporation or the Declaration.
- D. Declare the office of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- E. Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe 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 of 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 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. establish an annual budget for the common services being provided to the Members of the Association, which budget shall be used to establish the annual assessment to be paid by the Members;
 - 2. fix the amount of the assessment against each Lot for each assessment period;
 - 3. send written notice of each assessment to every Homeowner subject thereto at least thirty (30) days prior to its due date and, if the Board determines desirable, cause notice of such assessment to be recorded; and

4. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Homeowner personally obligated to pay the same.
- D. 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;
- F. Cause all employees or agents having fiscal responsibilities to be bonded, as it may deem appropriate; and
- G. Cause the Common Facilities to be maintained.

ARTICLE VIII

Officers and Their Duties

Section 1: Enumeration of Offices. 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 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 he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. Each officer's term shall commence on the 1st day of January, and shall expire at midnight on the 31st day of December in the same year.

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, having 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 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, 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 meetings of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall co-sign all promissory notes; and shall perform such other duties as provided in these By-Laws or by the Board of Directors.

Vice President

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

Secretary

- C. The Secretary shall record the votes and keep the minutes of all meetings and proceeds of the Board and of the members; 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. If the Board of Directors employs a professional property manager to manage the Association, then the Secretary shall oversee such property manager in the performance of these duties.

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 an annual audit 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. If the Board of Directors employs a professional property manager to manage the Association, then the Treasurer shall oversee such property manager in the performance of these duties.

ARTICLE IX

Written Instruments, Loans, Checks and Deposits, Mergers

Section 1: Written Instruments - Real Property. All transfers, conveyances, leases, encumbrances or assignments of any real or personal property or of an interest thereon

shall be executed by the President or Vice President and attested by the Secretary or Treasurer.

Section 2: Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances. The Association may mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 3: Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by two Directors or such agents of the Association as shall be determined and authorized by resolution of the Board of Directors.

Section 4: Drafts. All corporate funds not otherwise employed shall be deposited to the credit of the Association at such banks, savings and loans, credit unions, trust companies or other depositories as the Board of Directors may select.

ARTICLE X **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 Bylaws 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 XI **Assessments**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. No Homeowner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Common Facilities or abandonment of his Lot.

ARTICLE XII **Corporate Seal**

The Association shall not have a corporate seal.

ARTICLE XIII **Indemnification**

Section 1: Indemnification: Third Party Actions. Except for any prohibition against indemnification specifically set forth in these Bylaws or in Nebraska Revised Statutes § 21-1996 et. seq., at the time indemnification is sought by any Member, director, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil criminal, administrative

or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Member, director, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a Member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (such serving as a director, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2: Indemnification; Further Provisions. If a Member, director, employee, volunteer or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section 1; such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (2) in a written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (3) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which directors who are parties may participate. Expenses incurred by defending a civil or criminal action, suit, or proceedings may be paid by the Association in advance of the final disposition of such action, suit or proceedings as authorized in the manner provided in this Section 2 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 1 and that such person will repay such amount unless it shall ultimately be determined that he or she entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the Articles of Incorporation, the Bylaws, any agreement, any vote of members or disinterested directors, or otherwise, both as to actions in the person's official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions in other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the Articles of Incorporation or Bylaws, by any agreement, or otherwise, for any breach of a duty of loyalty to the Association or its

Members, for any act or omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who has ceased to be a Member, director, officer, employee, volunteer or agent and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person. The Board of Directors shall have power to purchase and maintain insurance on behalf of any person who is or was serving on behalf of or at the Association's request against any liability asserted against him and incurred by him in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions hereof.

ARTICLE XIV **Amendments**

Section 1: Method. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members with voting rights present in person or by proxy.

Section 2: Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV **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.

[Signature Page Follows]

The foregoing Bylaws were approved and adopted by the Directors of the Association as of the 15th day of June, 2020.



Steve Arens, Secretary

**ARTICLES OF INCORPORATION
OF
TITAN VIEW TOWNHOMES ASSOCIATION, INC.**

The undersigned, acting as the incorporator of a nonprofit corporation under the Nebraska Nonprofit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation:

**ARTICLE I
Name.**

The name of this corporation shall be: Titan View Townhomes Association, Inc., hereafter called the "Association." The Association is a mutual benefit corporation.

**ARTICLE II
Duration.**

The period of duration of the Association shall be perpetual.

**ARTICLE III
Organization and Purpose.**

The purpose of the Association is to promote health, safety, recreation, welfare and enjoyment of the residents of the residential property, legally described in the Declaration of Covenants and Restrictions of Titan View Townhomes located in Hickman, Lancaster County, Nebraska, recorded with the Lancaster County Register of Deeds office as Instrument No. 2021049237, as the same may be amended from time to time as therein provided (the "Declaration"), said Declaration being incorporated as if set forth herein. Capitalized terms not otherwise defined herein are defined in the Declaration.

**ARTICLE IV
Corporate Operating Requirements.**

A. No part of the net earnings of the Association shall inure to the benefit of any director, officer or Member of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to the Association affecting one or more of its purposes), and no director or officer of the Association, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Association.

B. Upon the dissolution of the Association or the winding up of its affairs, the assets of the Association shall be distributed exclusively to any nonprofit association, association, trust, or other organization devoted to purposes similar to those for which this Association was created.

ARTICLE V
Powers.

The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

(a) The acquisition, development, maintenance, repair, replacement, operation and administration of the Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

(b) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of the Declaration.

(c) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

(d) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.

(e) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.

(f) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

(g) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(h) General administration and management of the Association, and execution of such documents and doing the performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(i) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

ARTICLE VI
Registered Office and Agent.

The street address of the Association's initial registered office is 233 South 13th Street, Suite 1900, Lincoln, Nebraska, 68508. The registered agent at such address is Greg S. Frayser, whose address is identical to that of the registered office.

ARTICLE VII
Board of Directors

Management of the affairs of the Association is vested in a Board of Directors as provided in its Bylaws.

ARTICLE VIII
Membership

The Association will have Members. Every person or entity who becomes a record titleholder of a fee interest in any Lot which is subject to the terms of the Covenants shall be a member of the Association and agrees to be bound by the provisions of the Covenants, including contract buyers. Any person or entity who holds an interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms of the Covenants. The Association shall have a minimum of two (2) classes of membership, as follows:

A. **Class A Membership.** Class A membership shall include all members of the Association except M&G Holdings, LLC ("Owner") and any successor in interest. Each Class A member (each of which shall be a "Member") of the Association shall be entitled to all the rights of membership and to one vote for each Lot in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any Lot.

B. **Class B Membership.** Class B membership shall include only Owner and any successor in interest to Owner. The Class B member shall be entitled to ten (10) votes for each Lot in which the interest requisite for membership is held.

ARTICLE IX
Amendments.

Amendment of these Articles shall require a vote of the holders of two-thirds of the cumulative total of voting rights.

ARTICLE X
Incorporator.

The name and address of the incorporator is Greg S. Frayser, 233 S. 13th Street, Suite 1900, Lincoln, Nebraska 68508.

Dated August 18, 2021.



Greg S. Frayser, Incorporator

BYLAWS OF TITAN VIEW TOWNHOME ASSOCIATION

Pursuant to the Nebraska Nonprofit Corporation Act, the Bylaws of Titan View Townhome Association are hereby adopted by the Members of the Association as confirmed by a vote of the Members at the first annual meeting of the Members on August 18, 2021.

ARTICLE I **Name and Location**

The name of the corporation is Titan View Townhome Association, hereinafter referred to as the "Association". The principal office of the Association shall be located in Lancaster County, Nebraska, but 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 **Definitions**

Section 1: "Association" shall mean and refer to Titan View Townhome Association, a Nebraska nonprofit corporation, its successors and assigns.

Section 2: "Covenants" shall mean and refer to the Declaration of Covenants and Restrictions of Titan View Townhomes, dated July 1, 2021, and recorded on August 16, 2021 as Instrument No. 2021049237 in the office the Lancaster County Register of Deeds as the same may be amended from time to time as therein provided.

Section 3: "Lot" shall mean and refer to any lot or portion of a lot legally described in the Covenants and in any additions or amendments thereto.

Section 4: "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Covenants.

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

All capitalized terms not defined herein shall have the meaning set out in the Covenants.

ARTICLE III **Members**

Section 1: Membership. Ownership of a Lot is required to qualify for membership in the Association. Any person or entity, on becoming a Homeowner, shall automatically become a Member of the Association and be subject to these Bylaws and the Covenants. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms of the Covenants. Membership shall terminate without any formal Association action whenever any person or entity ceases to own a Lot, but such termination shall not relieve or release any such former Homeowner from liability or obligation to the Association or impair any rights or remedies which the Association

may have against such former Homeowner arising out of or in any way connected with ownership of a Lot and membership in the Association. Each Member shall be entitled to all the rights of membership and shall be entitled to one vote for each Lot held by such Member; provided, however, that no more than one vote shall be cast with respect to any Lot—except for the Class B Membership held by M&G Holdings, LLC, and its successors and assigns which shall be entitled to 10 votes per lot, as set out in the Covenants. No certificates of stock or membership shall be issued by the Association.

Section 2: Annual Meetings. The annual meeting of the Association Members shall be held at the office of the Association, or at such other place as shall be determined by the Board of Directors, in the month of June, on such date and at such time as shall be determined by the Board of Directors, for the purpose of electing members of the Board of Directors and transacting any and all other business authorized to be transacted by the Members.

Section 3: Special Meeting. Special meetings of the Members may be called at any time by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all the votes.

Section 4: Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, no less than five (5) nor more than fifty (50) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied to the Member's address last appearing on the books of the Association, or supplied by such Member of 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 5: Quorum. The presence at the meeting of the Members entitled to cast, or proxies entitled to cast, sixty percent (60%) of all the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenants, or these Bylaws. If, however, such quorum shall not be present or presented at any meeting, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting at which the sixty percent (60%) quorum was not achieved.

Section 6: 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 7: Majority Vote. Unless the Nebraska Nonprofit Corporation Act, Declaration, or these Bylaws specify a required voting percentage on a certain matter, all other matters shall be decided by a majority of the votes cast at any regular or special meeting of the Members.

Section 8: Record Date. If no record date is set by the Board of Directors, the date on which the notice of meeting is mailed shall be deemed the record date for the determination of the Homeowners entitled to vote. Transferees of any Lot after the record date shall not be entitled to notice or to vote.

ARTICLE IV
Board of Directors, Selection, and Term of Office

Section 1: Number. The affairs of this Association shall be managed by a Board of Directors of not fewer than three (3) or more than five (5) directors elected by the Members or appointed by M&G Holdings, LLC during the period of Owner Control described and set out in the Covenants. The number of directors to be elected shall be determined at the annual meeting of the Association by the affirmative vote of the majority of Members. To qualify as a member of the Board of Directors, a person must be a Homeowner or member or officer of Homeowner or the duly-appointed representative of a Homeowner of a Lot.

Section 2: Election. The election of directors shall be conducted in the following manner:

- a. Appointment by M&G Holdings, LLC during the period of Owner Control described in the Covenants.
- b. Except as provided to the contrary in these Bylaws, the election of directors not appointed by M&G Holdings, LLC shall be held at the annual Association Members' meeting.
- c. Election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each Member being entitled to cast his/her vote for each of as many nominees as there are vacancies to be filled.
- d. Except as to vacancies provided by removal of directors by Members, vacancies in the Board occurring between annual meetings of Association Members shall be filled by the remaining directors.

Section 3: Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a special meeting of the Members called for that purpose. The vacancy in the Board so created shall be filled by the Members of the Association at the same meeting.

Section 4: Term of Directors. The term of each director's service shall extend until the next annual meeting of the Association and subsequently until his/her successor is duly elected and qualified or until he/she is removed in the manner elsewhere provided herein.

Section 5: Compensation. No director shall receive compensation for any service he/she may render to the Association in his/her capacity as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6: Actions Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by

obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Meetings of Directors

Section 1: Regular Meetings. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of the Association's Members, and no notice of such meeting shall be required. The regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 2: Special Meetings. Special meetings of the Board of Directors may be held when called by the President and shall be held when called by any two directors, upon twenty-four (24) hours' notice to each director.

Section 3: Quorum. Three-fifths (3/5) of the members of the Board 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.

ARTICLE VI

Powers and Duties of Board of Directors

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

- A. Adopt and publish rules and regulations governing the use and maintenance of the Lots in accordance with the Covenants;
- B. 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. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
- C. 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 Bylaws, the Articles of Incorporation or the Covenants;
- D. Set an annual budget for the Association and levy dues upon the Members of the Association necessary to meet the estimated payment obligations of the Association set out in the annual budget;
- E. Declare the office of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

- F. Employ a manager, an independent contractor, attorney, accountant, law care company, snow removal contractor, or such other employees or agents as they deem necessary and to prescribe their duties and to attend to the business of the Association, including without limitation the collection of dues, enforcement of rules, and enforcement of the obligations of the Members set out in the Covenants.

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

- A. Cause to be kept a complete record of all of 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 agents and employees of this Association, and to see that their duties are properly performed;
- C. As more fully provided in the Covenants, to:
 - 1. establish an annual budget for the common services being provided to the Members of the Association, which budget shall be used to establish the annual assessment to be paid by the Members;
 - 2. fix the amount of the assessment against each Lot for each assessment period;
 - 3. send written notice of each assessment to every Homeowner subject thereto at least thirty (30) days prior to its due date and, if the Board determines desirable, cause notice of such assessment to be recorded; and
 - 4. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Homeowner personally obligated to pay the same.
- D. 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, and otherwise procure and maintain such insurance policies on the Lots in the amounts and coverages described in the Covenants;
- F. Cause all employees or agents having fiscal responsibilities to be bonded, as it may deem appropriate; and

- G. Cause any Common Areas to be maintained.

ARTICLE VII
Officers and Their Duties

Section 1: Enumeration of Offices. The officers of this Association shall be a President, Vice President, a Secretary, and a Treasurer, 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 each 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 until the next annual meeting of the Association and subsequently until his/her successor is duly elected and qualified or until he/she is removed in the manner elsewhere provided herein.

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, having 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 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, 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; provided that 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 meetings of the Board of Directors; shall see that orders and resolution of the Board are carried out and shall perform such other duties as provided in these By-Laws or by the Board of Directors.

Vice President

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

Secretary

- C. The Secretary shall record the votes and keep the minutes of all meetings and proceeds of the Board and of the members; 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; keep proper books of account; cause an annual audit 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.

ARTICLE VIII

Written Instruments, Loans, Checks and Deposits, Mergers

Section 1: Written Instruments - Real Property. All transfers, conveyances, leases, encumbrances or assignments of any real or personal property or of an interest thereon shall be executed by the President or Vice President and attested by the Secretary or Treasurer.

Section 2: Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances. The Association may mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 3: Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by a Director or such agents of the Association as shall be determined and authorized by resolution of the Board of Directors.

Section 4: Drafts. All corporate funds not otherwise employed shall be deposited to the credit of the Association at such banks, savings and loans, credit unions, trust companies or other depositories as the Board of Directors may select.

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 Covenants, the Articles of Incorporation and the Bylaws 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 X
Assessments

As more fully provided in the Covenants, each Member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. No Homeowner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XI
Corporate Seal

The Association shall not have a corporate seal.

ARTICLE XII
Indemnification

Section 1: Indemnification: Third Party Actions. Except for any prohibition against indemnification specifically set forth in these Bylaws or in Nebraska Revised Statutes § 21-1996 et. seq., at the time indemnification is sought by any Member, director, employee, volunteer or agent of the Association, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Member, director, employee, volunteer or agent of the Association, or is or was serving at the request of the Association as a Member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (such serving as a director, employee or agent of the Association or at the request of the Association referred to herein as "serving on behalf of or at the Association's request"), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2: Indemnification; Further Provisions. If a Member, director, employee, volunteer or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section 1; such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (2) in a written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or (3) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which directors who are parties may participate. Expenses incurred by defending a civil or criminal action, suit, or proceedings may be paid by the Association in advance of the final disposition of such action, suit or proceedings as authorized in the manner provided in this Section 2 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 1 and that such person will repay such amount unless it shall ultimately be determined that he or she entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the Articles of Incorporation, the Bylaws, any agreement, any vote of members or disinterested directors, or otherwise, both as to actions in the person's official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions in other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the Articles of Incorporation or Bylaws, by any agreement, or otherwise, for any breach of a duty of loyalty to the Association or its Members, for any act or omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who has ceased to be a Member, director, officer, employee, volunteer or agent and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person. The Board of Directors shall have power to purchase and maintain insurance on behalf of any person who is or was serving on behalf of or at the Association's request against any liability asserted against him and incurred by him in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions hereof.

ARTICLE XIII
Amendments

Section 1: Method. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2: Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

ARTICLE XIV
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.

[Signatures Page Follows]

Approved and adopted by the Association on the 18th day of August, 2021.

APPROVED:

Kenneth R. German, President

4833-6390-3212, v. 1



CONDO/TOWNHOME REGIME **STATEMENT OF DISCLOSURE**

Property Address: 989 Titan Drive, Hickman, NE 68372

Legal Description: TERRACE VIEW 4TH ADDITION, Lot 1

Owner: Kelsey M Armijo

This property is located in an Association, Condominium or Townhouse Regime. Contact information is as follows:

Name of Association: Terrace View HOA & Titan View HOA-

Officer:

Address:

Phone Number:

Email: mailto:hoamessage (@) Gmail.com

Website:

Complete all that apply:

Annual Assessment (separate from monthly): \$ 200

Monthly Dues/Assessment: \$ 145

Special Assessment Amount: \$

Other fees payable by Unit Owners: \$ Type:

Seller has attached the following documents:

- ☐ Balance Sheet
- ☐ Operating Budget
- ☒ Covenants

- ☐ Income and Expense Statements
- ☒ Bylaws and Rules and Regulations
- ☐ Other:

Any financial information and/or insurance policies may be available upon request from the association.

To the best of the Seller's knowledge the above information and attachments are correct.

Kelsey M Armijo
dotloop verified
09/27/25 3:03 PM CDT
HE9F-2DMX-RQEG-08J2

Seller Signature

Date

Seller Signature

Date

Purchaser acknowledges receipt of the above information and attached documents and understands that the Owner and any Real Estate Licensees engaged by the Owner are not liable for information provided by the Association.

Purchaser Signature

Date

Purchaser Signature

Date