

FIRST AMENDMENT TO BYLAWS

OF

MEADOW VIEW HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Article II, Section 4 of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

Section 4. "**COMMON AREA**" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Outlots A and C, Meadow View, Lancaster County, Nebraska; and

Outlots A, B, C, D and E, Meadow View 1st Addition, Lancaster County, Nebraska.

WHEREAS, Article II, Section 5 of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

Section 5. "**LOT**" shall mean and refer to the plots of land shown upon any recorded subdivision map of the Properties more particularly described as:

Lots 1 through 22 of Block 1, Lots 1 through 6 of Block 2, Meadow View, Lancaster County, Nebraska;

Lots 1 through 6 of Block 1, Lots 1 through 5 of Block 2, Lots 1 through 5 of Block 3, Lots 1 through 8 of Block 4, Lots 1 through 9 of Block 5, Meadow View 1st Addition, Lancaster County, Nebraska;

Lots 1 through 4 of Block 1, Lots 1, 2 and 3 of Block 2, Lots 1 through 5 of Block 3, Lot 1 of Block 4, and Outlots A and B, Meadow View 2nd Addition, Lancaster County, Nebraska; and

Lots 1 through 4 of Block 1, Lots 1 through 5 of Block 2, Lots 1 through 5 of Block 3, and Outlots A, B, and C, Meadow View 3rd Addition, Lancaster County, Nebraska.

WHEREAS, Article II, Section 6 of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

Section 6. "**OWNER-DEVELOPER**" shall mean and refer to Oelling Development Company, a corporation, its successors and assigns.

WHEREAS, Article III, Section 3, of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

Section 3. **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by modern media communications such as email, phone text, blog and website/page, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

WHEREAS, Article IV, Section 1 of the Bylaws of Meadow View Homeowners Association, Inc. is replaced in its entirety with the following:

Section 1. **Number.** The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

WHEREAS, Article IV., Section 2, of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

Section 2. **Term of Office.** The Members shall elect five (5) Directors at the annual meeting of the Association, provided that a director does not need to be a Member of the Association. One Director shall serve as President of the Association. Each director shall serve for a term of one (1) year until the next annual meeting.

WHEREAS, Article V, Section 1, of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by Members from the floor at an annual meeting.

WHEREAS, Article V, Section 2, of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

Section 2. **Election.** Election to the Board of Directors shall be by written ballot at an annual meeting. At such annual meeting the Members, or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

WHEREAS, Article VI, Section 1, of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

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

WHEREAS, Article X of the Bylaws of Meadow View Homeowners Association, Inc., is replaced in its entirety with the following:

ARTICLE X.

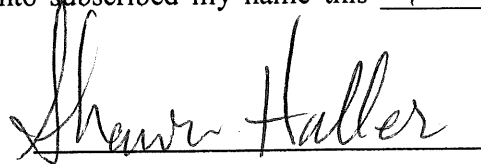
ASSESSMENTS

As more fully provided in the Declaration(s) and applicable amendments, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid by April 1st of each assessment calendar year, the Owner shall be charged a 14% one-time late fee to be assessed for that year and payable by the next year's due date and the Association may file a lien against the property for all unpaid assessments. Further, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

CERTIFICATION

I, Shawn Haller, the secretary of Meadow View Homeowners Association, Inc., a Nebraska nonprofit corporation, hereby certify that the foregoing Amendment to Bylaws constitutes the amendment to Article II, Sections 4, 5 and 6, Article III, Section 3, Article IV, Sections 1 and 2, Article V, Sections 1 and 2, Article VI, Section 1, and Article X of the original Bylaws of said Association, as duly adopted at the special meeting of members held on the 7 day of July, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7 day of July, 2019.



Shawn Haller, Secretary