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2017058774

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
ADAMS PARK HABITAT OMAHA HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION made on the date hereinafter set forth by HABITAT FOR HUMANITY OF OMAHA, INC., a Nebraska not for profit corporation, hereinafter referred to as the "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the Developer of certain property described in Exhibit "A", known as Adams Park Habitat Omaha;

**NOW, THEREFORE**, Declarant hereby declares that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

Section 1.

"Association" shall mean and refer to Adams Park Habitat Omaha Homeowners Association, Inc., its successors and assigns.

Section 2.

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

Section 3.

"Property" shall mean and refer to that certain real property described in the Protective Covenants, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4.

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including but not limited to parks.

Section 5.

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

Section 6.

"Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7.

"Board" means the Board of Directors of the Association.

Section 8.

"By-Laws" mean the By-Laws of Adams Park Habitat Omaha Homeowners Association, Inc. Attached as Exhibit "C", as amended from time to time. All provisions contained in the body of this Declaration dealing with the Administration and Maintenance of the Property shall be deemed to be a part of the By-Laws.

Section 9.

"Majority" means the Owners of more than fifty percent (50%) of the undivided membership in the Association, present and then are eligible to vote.

Section 10.

"Residence" shall mean and refer to any building constructed on a Lot and designed and intended for use and occupancy as a residence by a family.

**ARTICLE II  
PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to establish rules and regulations for the use of the Common Area.
- (b) The right of the Association to dedicate, convey, mortgage or transfer all or any part of the Common Area to any public agency, authority, utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

Section 2. Association's Right to Entry. The authorized representative of the Association or the Board shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of any individual Lot or any improvements located thereon or in the event of an emergency, or connection with maintenance of, repairs or replacement within the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or Common Area, or to make any alteration required by any governmental authority.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall run with the Lot and may not be separated from ownership of any Lot.

Section 2. Voting. Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant and shall be entitled to five (5) votes for each Lot owned, including Lots owned by Omaha Municipal Land Bank and held on behalf of the Declarant via a depository agreement. The Class B membership shall cease at Declarant's choice of either: (1) on June 1, 2022; or (2) at any time prior to June 1, 2022

Section 3. Organizational Meeting. The Association membership shall hold an organizational meeting at the call of Declarant or within ninety (90) days following the date that the Class B Membership ceases, whichever is earlier, at which time the membership shall elect the Board, as provided in the By-Laws, and establish procedures for the proper functioning of the Association. Directors shall serve until their successors are duly elected and assume their duties

#### ARTICLE IV MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

- (a) The Declarant, for every Lot, hereby covenants, and each Owner by acceptance of a deed for a Lot, whether or not expressed in the deed, is deemed to covenant and agree to pay the Association the special and/or annual dues or charges, together with interest, costs, and reasonable attorney fees, all of which shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.
- (b) Each assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

- (a) The assessments shall be used to promote the recreation, health, safety, and welfare of the residents in the Property or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements, and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with this instrument and the By-Laws; the employment of attorneys or management agents to represent the Association when necessary, for the improvement and maintenance of the Common Area performance of obligations, maintenance and improvements as may be required.
- (b) An assessment will also occur from the expense of lawn care for each Lot. Lawn care includes the mowing, fertilizing and trimming of grass for each lot.

Section 3. Initial and Annual Dues.

- (a) Dues shall be charged for each Lot. Dues shall be on an annual basis billed February 1 and due by March 1 of each year in the amount of \$400 per year, until changed by the Association as provided in Section 4. All funds collected for the Association shall be held in an escrow account owned by the HOA and will be used only for maintenance and other Association expenses as provided herein.
- (b) Dues shall be payable annually unless specifically approved for a different payment plan by the board.

Section 4. Maximum Annual Dues.

- (a) From and after February 1, 2019, the maximum annual dues may be increased each year but no more than ten percent (10%) above the maximum assessment for the previous year without the approval by vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (b) The Board shall fix the annual dues at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual dues authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or any other undue or unforeseen expense to the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized under Article IV. Written notice of any such meeting called for the purpose of taking any action authorized under this Article IV (Maintenance Assessments) shall be sent to all members thirty (30) days in advance of the meeting, and shall state the purpose of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast shall be seventy-five percent (75%) of all votes. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one half (1/2) of the required quorum at the first meeting.

Section 7. Uniform Rate of Assessment. Both annual dues and special assessments must be fixed at a uniform rate for all Lots. The books and records for the Association will be kept in such a manner that it is possible to determine and ascertain such sums as are expended for what purposes.

Section 8. Date of Commencement of Annual Dues; Due Dates; Transfer Fee.

- (a) The annual dues provided for herein shall commence as provided in Article IV, Section 3 (February 1). Thereafter, the board shall fix the amount of the annual dues against each Lot so assessed at least thirty (30) days in advance of each annual dues period. Written notice of the annual dues shall be sent to every Owner subject thereto.

- (b) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ninety (90) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. 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.

Section 10. Subordination of the Lien to Mortgagees. The lien for assessments and fees payable by an Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded first mortgage or deed of trust of the interest of such Owner, regardless whether the first mortgage or deed of trust was recorded before or after this instrument, except for the amount of the proportionate share of assessments which become due and payable from and after the date on which the mortgagee or beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. While the lien for assessments may be extinguished by foreclosure, the personal indebtedness therefore shall remain and be the personal obligation of the Owner who owned the Lot when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among all Lots as a common expense. This Section 10 shall not be amended, changed, modified or rescinded to adversely affect the priority of first mortgages or beneficiaries of record, without the prior written consent of all first mortgagees and beneficiaries. No mortgage holder shall be required to collect assessments.

## ARTICLE V ARCHITECTURAL CONTROL

### Section 1. Approval of Plans and Specifications.

- (a) No residence, building, fence, driveway, patio, wall or other structure shall be constructed, erected or maintained upon a Lot, nor shall any exterior addition to, change, renovation, remodeling or alteration therein be made to any improvements located on a Lot until two copies of the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or three (3) or more representatives who shall be appointed by the Declarant until all lots have houses constructed upon them and thereafter by the Board. This provision shall not apply to normal maintenance activities which do not substantially alter the color or appearance of the exterior of the improvements.
- (b) Architectural review plans shall consist of a site plan (including landscaping) and floor plans. The plans shall be "line" type plans, not full working drawings. In the event the Board, or Board's designated committee, as the case may be, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- (c) It is the intention of the Developer that the design of the houses compliments one another and creates a harmonious living environment of "traditional" design. The Board shall be the sole arbitrator of the plans and may withhold approval for any reason, including purely aesthetic reasons. All structures must be built to comply with the approved plans and specifications.

Section 2. Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his/her Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 3. Mail and Paper Boxes. All homes by USPS directive will either have cluster boxes or decorative mailboxes which will be purchased, constructed and installed during home construction. The design will be provided by the Board. Replacements of mailboxes must be the same style and color unless otherwise approved by the Board.

Section 4. Fences. No fence of any nature may be extended toward the front property line beyond the front wall of the residences. All fencing shall be materials approved by the board. Owners must obtain a property survey before erecting a fence, and all Owners must submit a copy of the property survey to the Board when they submit their request for approval to construct a fence. The fence shall include a forty (40) inch wide access door to the backyard.

Section 5. Sheds. No storage sheds with a footprint of greater than eight feet by ten feet (8' x 10') shall be erected on any property. All storage sheds must be designed in a manner similar to the primary structure in terms of shape, roof pitch, color and materials used in construction.

Section 6. Excavation. No excavation of any kind may be commenced on any Lot without prior written consent. Any excavation plans must be submitted to the Developer or Board, an engineer or other professional at their discretion may review those plans. The Developer or Board may require payment of a reasonable fee to defray the costs incurred in considering and acting on such request, and may require a deposit to defray the costs of any damages that may result from the approved excavation. The deposit shall be determined in the reasonable discretion of the Developer or Board and shall be returned to the Owner upon inspection of the excavation work by the Developer or Board and a determination that no remedial action is needed to repair damages to the Development resulting from the excavation. For the purpose of this section, "excavation" shall not include gardening or tree planting.

Section 7. Architectural Control Violations. In the event that Owner violates any provision of this Article V of the Declaration, the Association (upon the vote of at least two-thirds of its Directors) shall provide written notice to the Owner stating the specific nature of violation. The Owner's violation shall be deemed a Type 2 violation and Owner shall be subject to the notice, cure period and fine policy set forth in Article XI, General Provisions.

## **ARTICLE VI USE RESTRICTIONS**

### Section 1. Nuisances, Disturbance of the Peace, Dangerous Activity, and Criminal Activity.

- (a) No noxious or offensive trade or activity shall be conducted on any Lot or in the Residence, nor shall anything be done which may be or become an annoyance or nuisance to the neighbors.
- (b) No Owner shall cause or allow any use of his or her Lot that results in noise or activity which may be determined by a reasonable person to disturb another owner's ability to peacefully possess and enjoy their Lot
- (c) All local laws and ordinances shall be observed by all residents in the Development.
- (d) The pursuit of inherently dangerous activities including without limitation, the shooting of firearms (including, with limitation, "B-B" guns, air rifles, pellet guns and firearms of all types); the use of fireworks or other pyrotechnic devices of any type or size; the use, possession or sale of drugs or drug paraphernalia; gang activity; speeding or reckless driving; and other such activities shall not be allowed in the Development upon any Lot, within the Common Areas, or on any public rights of way.
- (e) There shall be no criminal or juvenile delinquent activity whatsoever in connection with any Lot or the Development. Each Owner shall be liable for any criminal or juvenile delinquent activity in connection with the Lot or the Development conducted on the part of the Owner or Owner's family members or other guests associated with the Owner's home.
- (f) Article VI, Section 1 Violations. In the event that the Developer or a majority of Board Members determines that there is activity on any Lot, in the Common Areas, or on any part of the Development that is detrimental to the peace and enjoyment of the Development, that disturbs the peace and enjoyment of the Development or of any Owner in the Development (a "Disturbance"), that is dangerous to the health and safety of any Member or Lot, or that is criminal or juvenile delinquent activity as described in Article VI, Section 1, the Developer or Board shall deem this a Type 3 violation and the Owner shall be subject to the notice, cure period and fine policy set forth in Article XI, General Provisions.

### Section 2. Animals.

- (a) No animals, including reptiles and livestock of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area).
- (b) Household pets may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes.
- (c) All household pets shall at all times be confined to the Lot occupied by the Owner of such pet. All pets shall be kept on leashes outside the boundaries of the Lot.
- (d) The Developer and Board reserves the right to make the reasonable determination that an animal is a danger to the Development if an Owner does not comply with the restrictions in this Section and/or if local authorities issue violations of local ordinances. In such cases an Owner will not be permitted to continue to maintain that animal at their Lot.
- (e) The Developer or Board may grant a variance under this Section for the raising of poultry in so long as the Owner has received a government permit for such activity, complies with all local ordinances for such activity, and in so long as such activity does not become a disturbance or nuisance to any other Member or Lot.
- (f) Article VI, Section 2 Violations. In the event an Owner violates any provision of this Article VI, Section 2 of the Declaration, the Association (upon the vote of at least two-thirds of its Directors) shall provide written notice to the Owner stating the specific nature of violation. The Owner's violation shall be deemed a Type 2 violation and Owner shall be subject to the notice, cure period and fine policy set forth in Article XI, General Provisions.

Section 3. Occupancy by Owner. All lots shall be occupied by the Owner, and no lot shall be vacated or leased. The policy will follow the HFHO rule of "First Right of Refusal" policy dictated by the Organization. Owners retain full responsibility for upkeep and maintenance of their property, and to comply with all covenants, conditions, and restrictions and HOA guidelines.

### Section 4. Use of Temporary/Other Structures and Vehicles.

- (a) No structure of a temporary character shall be permitted on any Lot except a temporary tool shed, field offices, or field sales offices, used by a builder or the Declarant, which shall be removed when construction or development is completed.
- (b) No building, trailer, basement, tent, shack, garage, barn or structure other than the main residence on a Lot shall at any time be used as a residence, temporarily or permanently.
- (c) Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept or parked on the Property or any public street. Moreover, no Owner shall permit any motor vehicles (operable or

inoperable) owned by such Owner or by any person occupying his Lot or Residence or by any person on his Lot as guest or invitee to remain parked on the public streets for more than forty-eight (48) hours. All vehicles shall only be parked in the driveway or in a structure designed for such purpose. Vehicles shall not be assembled, disassembled or serviced on the property or any public street unless completely hidden from public view.

- (d) No mobile home, boat exceeding 20 feet in length, bus, truck of over one ton, tractor/trailer rig (separate or in combination) or house trailer or horse trailer may be parked or stored on the Property or any public street, except for vehicle and equipment necessary for and being used in the development and construction of the Property, together with the improvements thereto and located thereon, and the street and roadways serving the Property. The Board shall have the authority to establish additional rules and regulations concerning vehicles.

Section 5. Disposal of Trash.

- (a) No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage or recyclable materials. Trash or garbage or recyclable materials or other waste shall not be kept except in sanitary containers provided by government or private trash collection services for such purposes.
- (b) Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot.
- (c) Compost bins may be allowed at the discretion of the Developer or Board in so long as the compost bin is durable, appropriately screened against pests and is only used for household compostable materials and placed in the backyard. If a compost bin is determined to be a nuisance to other Lots or the Development, the Developer or Board can disallow its use.
- (d) Should any trash, rubbish or refuse fall out of a garbage or recycling can on a first Lot, or be blown or transferred by other means from that first Lot to another or to Common Areas or public rights of way, it is that first Lot's Owner's responsibility to collect and properly dispose of such trash, rubbish or refuse.

Section 6. Poles and Goals. The installation of outside light poles or flagpoles over 15 feet in height are prohibited on any lot. Basketball goals are allowed to be installed in the front yard or positioned in such a way to allow the use of such on a public street. Sports and play ground equipment shall be located in the rear yard only.

Section 7. Dish Antennas. Dish antennas or satellite antennas of thirty-six (36) inches diameter or below will be permitted provided they are screened from view and approved by the Board or the ACC.

Section 8. Clothes Lines. Clothes lines may only be erected or placed on the rear of the Lot in so long as they are screened from street view.

Section 9. Signs. No advertising sign of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without prior written consent of the Association, or the Declarant prior to the formation of the Association; provided that this requirement shall not preclude the installment by the Declarant of signs identifying the entire subdivision and provided further that this requirement shall not preclude the placement of "For Sale" signs in the front of individual Residences, provided they are professionally lettered realtor's or builder's "For Sale" signs in good taste and not exceeding 18 inches by 24 inches. Neither shall this Section preclude the placement of political campaign signs during election seasons (defined as three (3) months prior to and two (2) weeks after a local, state or federal election day), provided they are professionally lettered signs designed by a registered candidate or cause and not exceeding 18 inches by 24 inches.

Section 10. Drains. No storm water drains, roof down spouts or ground water shall be introduced into the sanitary sewer system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Alterations. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.

Section 12. Rules for Common Area. The Board is authorized to adopt rules for the use of the Common Area and such rules shall be furnished in writing to the Owners. There will be no violations of these rules.

Section 13. General Use Restrictions Violations. In the event that Owner violates any provision of this Article VI, Sections 3 through 12 of the Declaration, the Association (upon the vote of at least two-thirds of its Directors) shall provide written notice to the Owner stating the specific nature of violation. The Owner's violation shall be deemed a Type 1 violation and Owner shall be subject to the notice, cure period and fine policy set forth in Article XI, General Provisions. The Owner's violation of Article VI, Section 1 shall be deemed a Type 3 violation as described above.

**ARTICLE VII**  
**EXTERIOR MAINTENANCE**

Section 1. Obligation of Owners to Appropriately Maintain the Exterior of their Property. It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, to maintain all improvements located thereon and to keep it otherwise neat and attractive in appearance. 'Neat and attractive appearance' is defined as:

- (a) Lot and property are maintained so that a reasonable person would describe the property as being kept in good condition.
- (b) Lawn is mowed on a regular basis so that grass is not more than six (6) inches tall. Grass along the edges of the lawn, curb, along sides of house, along edges of landscaping beds, bushes and trees is trimmed to not more than six (6) inches tall.
- (c) Trash is not on Lot.

- (d) All personal and household items including but not limited to grills, smokers, coolers, equipment, garden and lawn care tools, children's toys, bicycles, items for vehicle maintenance and shoes are stored on the rear of the Property or in such a way that they are entirely screened from public view.
- (e) All exterior furnishings including but not limited to chairs, tables, awnings, umbrellas, planters, storage vessels and rugs are designed and manufactured for exterior use. At no time may an Owner place interior furnishings on the exterior of their Property for more than 24 hours.
- (f) Exterior decorative items are designed and manufactured for exterior use.
- (g) Seasonal and holiday decorations are designed and manufactured for exterior use, and they are removed within one (1) month after the season or holiday for which they are designed has passed.
- (h) Pursuant to city of Omaha trash rules, all garbage and recycling cans are stored in a walled or otherwise suitably screened location to conceal the same from view of adjoining Lots, roads, streets and Common Areas. All garbage and recycling cans are filled only so much as to allow their lids to close completely. All garbage and recycling cans are placed on the edge of the Lot next to the street so that collection services can easily access them on collection day. All garbage and recycling cans are removed from the edge of the Lot and stored as described above within 12 hours of collection.

Section 2. Construction. All Owners and contractors acting under their authority in the development and construction of Improvements upon any Lot shall take all such actions as may be reasonably required to control, inhibit, or prevent land erosion, the sedimentation of streams and impoundments resulting from erosion, and to keep such Lot in a neat and slightly condition, free from trash and debris. No building materials may be stored on any Lot except for the purpose of construction of Improvements on such Lot and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress.

Section 3. Exterior Maintenance Violations.

- (a) In the event an Owner violates any provision of this Article VII of the Declaration, the Association (upon the vote of at least two-thirds of its Directors) shall provide written notice to the Owner stating the specific nature of violation. The Owner's violation shall be deemed a Type I violation and Owner shall be subject to the notice, cure period and fine policy set forth in Article XI, General Provisions.
- (b) Should the Owner fail to cure such conditions as described in Article XI, General Provisions, the Developer or Board shall be authorized to perform exterior maintenance upon each Lot or improvements located thereon as follows: cutting grass; raking leaves and excess grass; pruning trees and shrubbery; painting; repairing or replacing roofs, gutters, down spouts, exterior buildings, and walks; and other exterior improvements, and corrective measures deemed necessary by the Board. The full cost and expense of such remedies and improvements will be the responsibility of the Owner. The Developer or Board will provide the Owner with a full and complete accounting, including invoices and/or receipts as applicable, of any such cost and expense.

**ARTICLE VIII**  
**INSURANCE**

Section 1. Casualty Insurance on Insurable Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs or repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against the Lot owners.

Section 3. Liability Insurance. The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each residence owner, mortgage of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the managing agent, if any, from liability in connection with the Common Area. The premiums for such insurance shall be a common expense.

**ARTICLE IX**  
**EASEMENTS**

Section 1. Platted Easements.

- (a) Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting overhead or underground wires or cables of public utilities, such as electric, telephone, telegraphs, cable televisions, etc.
- (b) Each Owner shall grant such easements upon his Lot as are necessary to serve the property for water, sewer, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided, however, no Owner shall be required to grant any easement which would interfere with the use and enjoyment of his Lot or residence and any easement granted hereby shall impose on the grantee of said easement the obligation to: (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or residence and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

Section 2. Easements Reserved by Declarant.

- (a) Until completion of intended development of the Property, an easement is reserved to Declarant and its successors or assigns for ingress and egress generally across the Property and any Lot, at reasonable places, for the purpose of completing Declarant intended development of the Property and any Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.
- (b) Until completion of Declarant intended development of the Property, an easement is reserved to Declarant and Assigns to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the intended development of the Property by Declarant, including without limitation, a business office, sales office, storage area, construction yards, signs and model units.

Section 3. Easements Reserved for the Association. An easement is granted and reserved to the Association, its officers, agents, employees, including employees or any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Residence situated thereon.

**ARTICLE X**  
**NOTICE TO MORTGAGEES, ETC.**

Section 1. Notices. Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor or any deed of trust lien on the Property, or a Lot located herein, and, in the case of a Lot, the Lot number or address, any such lien holder or eligible insurer or guarantor or declarant shall be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein on which there is a first deed of trust Lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable;
- (b) any delinquency in the payment of assessments or charges owed by an Owner subject to a first deed of trust lien held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

**ARTICLE XI**  
**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, the Declarant, or the Board, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by the Board to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Violations

- (a) Notice. All Notices of Violations shall be mailed via United States Postal Service. The mailing of such Notice is determined to be sufficient notice to an Owner of a Violation.
- (b) Escalation of Notice. For all Violations, a 2<sup>nd</sup> or subsequent Notice will be issued if an Owner violates the same Section within one (1) year from the date of the resolution of their first or subsequent violation of the same Section, or if an Owner fails to cure the Violation as directed in the previous Notice.
- (c) Curing Violations. If an Owner is directed to Cure a Violation, it is their responsibility to comply. Should an Owner refuse to Cure a Violation, it is the right of the Developer or the Board to Cure the Violation on their behalf should they



have the means to do. The Developer or the Board may or may not choose to exercise this right at their sole discretion at any point after a Notice to Cure period has expired.

- (d) **Cost to Cure Violation.** Under all circumstances, the cost to cure the violation is the sole responsibility of the Owner. Should the Developer or the Board exercise its right to Cure a Violation when an Owner fails to Cure the same Violation, all expenses incurred by the Association to cure the violation will be charged to the Owner's assessment account.
- (e) **Postponing Escalation of Notice.** At its sole discretion, the Developer or the Board can postpone escalating an Owner to the subsequent fine stage for any Violation if the Owner has made a good faith effort to remedy the Violation and will be able to completely remedy the Violation within a reasonable time period beyond that which is stipulated in a Notice to Cure. It is solely the Owner's responsibility to request such postponement or leniency.
- (f) **Type 1 Violations.** In the event that an Owner has committed a Type 1 violation under this Declaration, the Owner shall be subject to the following notice and fine policy which shall be enforced by the Association:
  - i. **1<sup>st</sup> Notice: No Fine:** For the first violation, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days.
  - ii. **2<sup>nd</sup> Notice: No Fine:** For the second violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 1<sup>st</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days.
  - iii. **3<sup>rd</sup> Notice: 1<sup>st</sup> Fine Stage:** For the third violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 2<sup>nd</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$50 fine will be added to the Owner's assessment account.
  - iv. **4<sup>th</sup> Notice: 2<sup>nd</sup> Fine Stage:** For the fourth violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 3<sup>rd</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within 10 days and a \$100 fine will be added to the Owner's assessment account.
  - v. **5<sup>th</sup> Notice: 3<sup>rd</sup> Fine Stage:** For the fifth violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 4<sup>th</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$200 fine will be added to the Owner's assessment account.
  - vi. **Subsequent Notices: Lien and Legal:**
    - 1. A lien filed on Owner's property by the Association
    - 2. Legal action will taken on the Owner's property through Association's Attorney
- (g) **Type 2 Violations.** In the event that Owner has committed a Type 2 violation under this Declaration, Owner shall be subject to the following notice and fine policy which shall be enforced by the Association:
  - vii. **1<sup>st</sup> Notice: No Fine:** For the first violation of any Section of this Declaration, the Owner will receive written notice and instructions to Cure the Violation within 14 days.
  - viii. **2<sup>nd</sup> Notice: 1<sup>st</sup> Fine Stage:** For the second violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 1<sup>st</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$75 fine will be added to the Owner's assessment account.
  - ix. **3<sup>rd</sup> Notice: 2<sup>nd</sup> Fine Stage:** For the third violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 2<sup>nd</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$150 fine will be added to the Owner's assessment account.
  - x. **4<sup>th</sup> Notice: 3<sup>rd</sup> Fine Stage:** For the fourth violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 3<sup>rd</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$300 fine will be added to the Owner's assessment account.
  - xi. **Subsequent Notices: Lien and Legal:**
    - 1. A lien filed on Owner's property by the Association
    - 2. Legal action will taken on the Owner's property through Association's Attorney
- (h) **Type 3 Violations.** In the event that Owner has committed a Type 3 violation under this Declaration, Owner shall be subject to the following notice and fine policy which shall be enforced by the Association:
  - xii. **1<sup>st</sup> Notice: 1<sup>st</sup> Fine Stage:** For the first violation of any Section of this Declaration, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$100 fine will be added to the Owner's assessment account.
  - xiii. **2<sup>nd</sup> Notice: 2<sup>nd</sup> Fine Stage:** For the second violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 1<sup>st</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$250 fine will be added to the Owner's assessment account.
  - xiv. **3<sup>rd</sup> Notice: 3<sup>rd</sup> Fine Stage:** For the third violation of the same Section of this Declaration within one (1) year, or for failure to cure under the 2<sup>nd</sup> Notice, the Owner will receive written notice and instructions to Cure the Violation within ten (10) days and a \$500 fine will be added to the Owner's assessment account.
  - xv. **Subsequent Notices: Lien and Legal:**
    - 1. A lien filed on Owner's property by the Association
    - 2. Legal action will taken on the Owner's property through Association's Attorney

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. Unless canceled, altered, or amended under the provisions of this Article, the covenants and restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds of the Lot Owners (or (66.6%) percent of the Lot Owners), provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be recorded.

Section 5. Non-Liability of the Directors, Board and Officers. Neither the Directors, Board, nor the Officers of the Association shall be personally liable to the Lot Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, Officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Lot Owners shall indemnify and hold harmless each of the Directors, Board, or Officers and their respective heirs, executors, administrators, successors and assigns in accordance with the By-Laws.

Section 6. Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property or any questions or interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Owners.

Section 7. Notices. Notices provided for in the Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board at the corporate office, or any Owner, as the case may be, at any Owner's Lot number address, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices to him (other than to his or her Lot) by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person upon written acknowledgment of the receipt thereof.

Section 8. Rights and Obligations.

- a. Each Grantee of the Declarant, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Owners and occupants shall be subject to and shall comply with the provisions of this Declaration by reference. All rights, benefit and privileges of every charter hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of Conveyance or Contract for Conveyance.
- (b) All present and future Owners and occupants of a Lot shall be subject to and shall comply with the provisions of the By-Laws referred to herein as they may be amended from time to time. The acceptance of a deed of conveyance devise or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the said By-Laws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed or thereof.
- (c) The terms and conditions of the Declaration, By-Laws, and Rules and Regulations may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of the Declaration, By-Laws, and Rules and Regulations may be considered as a default by the first mortgagee, whereupon first mortgagee, after exercising its option to declare a default, shall then have all rights and privileges arising as a result of a default under its agreement with said Owner.

Section 9. Enforcement. In the event the Association, or any successor organization, shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the adopted final master development plan for the Adams Park Habitat Omaha Development, the City of Omaha may serve written notice upon such organization and/or the Owners of residents for the Development and hold a public hearing.

If such deficiencies and maintenance of the Common Area in question are not corrected within thirty (30) days, then the City Zoning Administrator shall have the right to call upon any public or private agency to maintain the Common Area in question for a period of one (1) year. Thereafter, if the City Zoning Administrator determines that such organization is not prepared for the maintenance of the Common Area in question, such agency shall continue maintenance for yearly periods. The cost of such maintenance by such agency shall be assessed proportionately against the Lots within the Development that have the responsibility for such maintenance of the Common Area in question and shall become a lien on said Lots.

## ARTICLE XII

### ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval of Membership. The Declarant shall have the unilateral right, privilege, and option, from time to time until all property described in Exhibit A has been subjected to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit A, attached hereto.

Section 2. Annexation Without Approval of Membership of Depository Properties. The Declarant shall have the unilateral right, privilege, and option from time to time until all property described in Exhibit C, which are held in a depository agreement with the Omaha Municipal Land Bank, has been subjected to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit C, attached hereto.

Section 3. Annexation With Approval of Membership. Subject to the consent of the Owner thereof, the Association may annex real property other than that described in Exhibit A to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds of all voting members at a meeting duly called for such purpose.

Annexation shall be accomplished by filing of record in the public registries for Douglas County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the Owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

Section 4. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located near the properties in Exhibit A which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its members, subject to any restrictions or limitations set forth in the deed of conveyance.

DECLARANT:

HABITAT FOR HUMANITY OF OMAHA, INC., a Nebraska corporation

By: Amanda Brewer

Amanda Brewer, President and CEO

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

Before me, Shaun Ilahi, a Notary Public of said County and State, personally appeared Amanda Brewer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President and CEO of Habitat for Humanity of Omaha, Inc., a Nebraska non-profit corporation, and that she as such President and CEO executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President and CEO.

Witness my hand and seal, at Office in Jordan Habitat, this <sup>Jordan</sup> ~~19~~ day of 19, 2017.

[Signature]  
Notary Public

My Commission Expires: 12/9/18

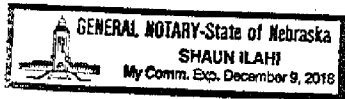


EXHIBIT A

Land Description

(29-02260)

(29-02260) (29-02263)

1. BEDFORD PLACE LOT 20 BLOCK 8 (COMMONLY KNOWN AS 3208 EMMET STREET, OMAHA, NE 68111)
2. BEDFORD PLACE LOT 19 BLOCK 8 (COMMONLY KNOWN AS 3210 EMMET STREET, OMAHA, NE 68111)
3. BEDFORD PLACE LOT 18 BLOCK 8 (COMMONLY KNOWN AS 3212 EMMET STREET, OMAHA, NE 68111)
4. BEDFORD PLACE LOT 17 BLOCK 8 (COMMONLY KNOWN AS 3216 EMMET STREET, OMAHA, NE 68111)
5. BEDFORD PLACE LOT 16 BLOCK 8 (COMMONLY KNOWN AS 3218 EMMET STREET, OMAHA, NE 68111)
6. BEDFORD PLACE LOT 15 BLOCK 8 (COMMONLY KNOWN AS 3222 EMMET STREET, OMAHA, NE 68111)
7. BEDFORD PLACE LOT 14 BLOCK 8 (COMMONLY KNOWN AS 3226 EMMET STREET, OMAHA, NE 68111)
8. BEDFORD PLACE LOT 13 BLOCK 8 (COMMONLY KNOWN AS 3230 EMMET STREET, OMAHA, NE 68111)
9. BEDFORD PLACE REPLAT 3 LOT 3 BLOCK 0 (COMMONLY KNOWN AS 3219 EMMET STREET, OMAHA, NE 68111)
10. BEDFORD PLACE REPLAT 3 LOT 2 BLOCK 0 (COMMONLY KNOWN AS 3223 EMMET STREET, OMAHA, NE 68111)
11. BEDFORD PLACE REPLAT 3 LOT 1 BLOCK 0 (COMMONLY KNOWN AS 3229 EMMET STREET, OMAHA, NE 68111)
12. BEDFORD PLACE LOT 4 BLOCK 12 – EX BLVD & SEWER – 5640 SQ FT (3311 EMMET STREET, OMAHA, NE 68111)
13. BEDFORD PLACE LOT 5 BLOCK 12 (COMMONLY KNOWN AS 3315 EMMET STREET, OMAHA, NE 68111)
14. BEDFORD PLACE LOT 6 BLOCK 12 (COMMONLY KNOWN AS 3319 EMMET STREET, OMAHA, NE 68111)
15. BEDFORD PLACE LOT 7 BLOCK 12 (COMMONLY KNOWN AS 3323 EMMET STREET, OMAHA, NE 68111)
16. BEDFORD PLACE LOT 8 BLOCK 12 (COMMONLY KNOWN AS 3325 EMMET STREET, OMAHA, NE 68111)
17. BEDFORD PLACE LOT 11 BLOCK 9 (COMMONLY KNOWN AS 3336 EMMET STREET, OMAHA, NE 68111)

**EXHIBIT B**

**BYLAWS**

**OF**

**ADAMS PARK HABITAT OMAHA HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**DEFINITIONS**

The following words, when used herein, shall have the following meanings.

- Section 1. "Association" shall mean Adams Park Habitat Omaha Homeowners Association, a Nebraska not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Nebraska.
- Section 2. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.
- Section 3. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions, and Restrictions," recorded in the Register's Office for Douglas County, Nebraska, including amendments or restatements filed hereafter.
- Section 4. "Developer" shall mean Habitat For Humanity of Omaha, Inc., a Nebraska non-profit corporation.
- Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.
- Section 6. "Common Area" shall have the meaning given it in the Declaration. Article I, Section 4. "Lot" shall have the meaning given it in Article I, Section 5 of the Declaration.
- Section 8. "Owner" shall have the meaning given it in the Declaration.
- Section 9. "Plat" shall have the meaning given it in the Declaration.
- Section 10. "Property" shall have the meaning given it in the Declaration.

**ARTICLE II**

**NAME AND LOCATION**

The name of the Association is Adams Park Habitat Omaha Homeowners Association. While under Developer Control, the principal office of the Association shall be located at 1701 N. 24th Street, Omaha, NE 68110. Meetings of members and directors may be held at such places within the State of Nebraska, County of Douglas, as may be designated by the Board of Directors.

**ARTICLE III**

**MEETING OF MEMBERS**

- Section 1. Annual Meetings. The first meeting of the Members will be held within one year from the date of the incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within sixty days of the anniversary of the first regular annual meeting each year thereafter.
- Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members.
- Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes shall constitute a quorum for any action except as otherwise provide in the Charter, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting until exactly one (1) week from the scheduled meeting of members, without notice other than announcement at the meeting, until a quorum shall be present or represented. The quorum at any subsequent meeting shall be twenty-five (25%) percent of the voting members.
- Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon termination of each meeting, but may be filed again at each subsequent meeting.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of five (5) persons, who need not be Members of the Association, who shall be appointed by the Developer and who shall serve until transfer of maintenance and control to the members as provided in the Charter and Declaration and their successors are duly elected and assume their duties.

Section 2. Term of Office. At the first annual meeting, the Members shall elect five directors for a term of three years. If a Member has been a director for three (3) consecutive years, then that Member will have to wait one (1) year before becoming a director again.

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, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation from any service he may render to the Association.

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

## 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. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect of 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.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. The Board shall meet at least quarterly.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice of each director.

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

## ARTICLE VII

### POWERS AND DUTIES

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their quest thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities 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 By-Laws, the Charter or the Declaration;
- (d) declare the office of a member of the Board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

- (f) enforce CC&R's with Notices, Cure Periods and Fines as more fully provided in the Declaration.
- (g) enforce, manage, and collect dues for lawn maintenance service and any other type of property maintenance service.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members, or at any such time as when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled of a vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  1. fix the amount of the annual dues against each Lot at least thirty (30) days in advance of each annual dues period; and
  2. send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual dues period; and
  3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due dates or to bring an action at law against the Lot Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of payment;
- (e) procure and maintain adequate liability, hazard, and other insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;
- (g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president a 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 the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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. 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 resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

#### VICE-PRESIDENT

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



SECRETARY

- (c) The secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and the Members; serve notice of meeting of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses. and shall perform such other duties as required by the Board.

TREASURER

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by 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 IX

COMMITTEE

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, papers of the Association and the Declaration, Charter and By-Laws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at reasonable cost, or via electronic correspondence. Electronic requests shall be responded to by the Board of Directors within five (5) business days.

ARTICLE XI

DUES AND ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual dues 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 within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable by law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or other wise escape liability for the assessment provided for herein by non use of the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws 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. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

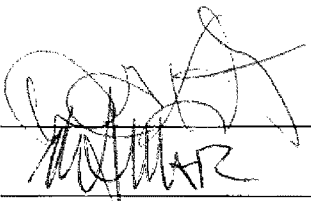
ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day on 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.

IN WITNESS WHEREOF, WE, BEING ALL OF THE DIRECTORS OF THE ADAMS PARK HABITAT OMAHA HOMEOWNERS ASSOCIATION, HAVE HEREUNTO SET OUR HANDS THIS THE 19 DAY OF July, 2017.

  
 \_\_\_\_\_  
 Carly Buehl  
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 Emily Johnson  
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**EXHIBIT C**

DEPOSITORY PROPERTIES HELD BY OMAHA MUNICIPAL LAND BANK

1. BEDFORD PLACE LOT 10 BLOCK 8 (COMMONLY KNOWN AS 3225 PINKNEY STREET, OMAHA, NE 68111)
2. BEDFORD PLACE LOT 9 BLOCK 8 (COMMONLY KNOWN AS 3223 PINKNEY STREET, OMAHA, NE 68111)
3. BEDFORD PLACE LOT 8 BLOCK 8 (COMMONLY KNOWN AS 3221 PINKNEY STREET, OMAHA, NE 68111)
4. BEDFORD PLACE LOT 18 BLOCK 6 (COMMONLY KNOWN AS 3210 PINKNEY STREET, OMAHA, NE 68111)
5. BEDFORD PLACE LOT 14 BLOCK 6 (PARCEL ID 0542300000)
6. BEDFORD PLACE LOT 13 BLOCK 6 (COMMONLY KNOWN AS 3220 PINKNEY STREET, OMAHA, NE 68111)
7. BEDFORD PLACE LOT 12 BLOCK 6 (COMMONLY KNOWN AS 3290 PINKNEY STREET, OMAHA, NE 68111)
8. BEDFORD PLACE LOT 8 BLOCK 6 (COMMONLY KNOWN AS 3235 EVANS STREET, OMAHA, NE 68111)
9. BEDFORD PLACE LOT 5 BLOCK 6 (COMMONLY KNOWN AS 3227 EVANS STREET, OMAHA, NE 68111)
10. BEDFORD PLACE LOT 4 BLOCK 6 (COMMONLY KNOWN AS 3167 EVANS STREET, OMAHA, NE 68111)
11. BEDFORD PLACE LOT 3 BLOCK 6 (COMMONLY KNOWN AS 3165 EVANS STREET, OMAHA, NE 68111)

(29-02260)