



MISC Inst. # 2021038234, Pg: 1 of 28 Rec Date: 03/24/2021 10:57:30.173
Fee Received: \$172.00 Electronically Recorded By: MS
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

**SECOND AMENDED AND RESTATED DECLARATION
OF CONDITIONS AND RESTRICTIONS
OF
THE ABBEY HOMEOWNERS ASSOCIATION**

Please return to:
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**SECOND AMENDED AND RESTATED DECLARATION
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OF
THE ABBEY HOMEOWNERS ASSOCIATION.**

THIS SECOND AMENDED AND RESTATED DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOMEOWNERS ASSOCIATION (the "Declaration") is made this 15 day of March, 2021 by THE ABBEY HOMEOWNERS ASSOCIATION, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, that certain Declaration of Conditions and Restrictions of The Abbey Homeowners Association was recorded with the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office") on August 23, 1985 at Book 749, Page 357, as amended by the Amendment to Declaration of Conditions and Restrictions of The Abbey Homeowners Association recorded in the Recorder's Office on June 17, 1986 in Book 777, Page 643, as further amended by the Second Amendment to Declaration of Conditions and Restrictions of The Abbey Homeowners Association recorded in the Recorder's Office on September 6, 1991 at Book 977, page 437 (collectively, "Original Declaration"); and

WHEREAS, the Original Declaration was amended and restated in its entirety pursuant to the Amendment to and Restatement of Declaration of Conditions and Restrictions of The Abbey Homeowners Association recorded in the Recorder's Office on October 17, 2007 as Instrument #2007117862 (the "First Restated Declaration"); and

WHEREAS, the Board of Directors has proposed to amend and restate the First Restated Declaration in order to, among other things, update the restrictions on parking and animals; and

WHEREAS, notice of the 2020 Annual Meeting of the Association to include consideration of an amendment to the First Restated Declaration's Section 6.05 Parking and Vehicles was given on December 30, 2019; and

WHEREAS, the 2020 Annual Meeting of the Association was held on January 26, 2020, to consider an amendment to the First Restated Declaration's Section 6.05 Parking and Vehicles, at which more than seventy-five percent (75%) of the votes of the Members at a duly convened meetings were cast in favor of such amendment; and

WHEREAS, notice of the 2021 Annual Meeting of the Association to include consideration of an amendment to the First Restated Declaration's 6.06 Animals was given on December 28, 2020; and

WHEREAS, the 2021 Annual Meeting of the Association was held on February 1 2021, to consider an amendment to the First Restated Declaration's 6.06 Animals, at which more than seventy-five percent (75%) of the votes of the Members at a duly convened meetings were cast in favor of such amendment.

NOW THEREFORE, the First Restated Declaration is hereby amended and restated in its entirety as follows:

Association hereby declares that all of the real property described on Exhibit "A", hereto (the "Properties") shall be subject to the covenants, conditions, restrictions and easements, set forth in this Declaration. Association further declares that the Properties shall be held, conveyed, encumbered, sold, leased, rented, used occupied and improved subject to the easements, restrictions, covenants and conditions set forth below, which are for the purpose of protecting the value and desirability of the Properties, and which shall run with such real property and be binding on all parties having any right, title or interest in or all portions of the Properties, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01 "Annual Assessments" shall mean and refer to the Annual General Assessment and any Special Assessment which may be levied by the Association in each of its fiscal years pursuant to Article IV of this Declaration.

1.02 "Association" shall mean and refer to ABBEY HOMEOWNER'S ASSOCIATION, its successors and assigns.

1.03 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.04 "Common Area" shall mean and refer to all real property and any improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of all of the Members, as defined on Exhibit "B", attached hereto and incorporated. Such property may (but need not) include any common areas, recreational facilities, parks and other open space land, storm water management and drainage facilities, private streets not dedicated to the City of Omaha, Douglas County, or State of Nebraska, pathway and bikeway systems and fencing on Common Area. The Association is responsible for management and maintenance of all Common Area.

1.05 “Declaration” shall mean and refer to this Declaration of Conditions and Restrictions as it may from time to time be amended or supplemented in the manner provided within.

1.06 “Dwelling Unit” shall mean and refer to any portion of the Properties, owned in fee simple title, as improved or unimproved, intended for any type of independent ownership either as an unimproved lot or for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) patio, single family detached or zero lot line homes, and the associated land or yard, as may be used and defined as herein provided.

1.07 “Dwelling Unit Property Area” shall mean and refer to the ground, driveway and yard area associated with each Dwelling Unit, but shall not include the interior of any residence.

1.08 “Governing Documents” shall mean and refer to this Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations adopted by the Board of Directors.

1.09 “Member” shall mean and refer to all Owners of Dwelling Units.

1.10 “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Dwelling Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a Member of the Association.

1.11 “Person” shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust unincorporated organization or government or agency, or any other separate legal entity.

1.12 “Property or Properties” shall mean and refer to that certain real property, more particularly described in Exhibit “A” attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.13 “Resident” shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or owner who actually resides within the Properties and in the same household with each such individual or Owner; (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or owner to which, whenever he is absent, he has the intention of returning.

1.14 “**Special Assessment**” shall mean and refer to the charge or charges imposed pursuant to Article IV of this Declaration.

1.15 “**Structure**” shall mean and refer to:

- (a) Any thing or object (other than trees, shrubbery, landscaping and hedges less than two feet high) the placement of which upon any Property may affect the appearance of such Property, including building, garage, porch, shed, greenhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, wishing well, bird bath, statues or any other temporary or permanent improvement on such Property.
- (b) Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Property.
- (c) Any change of more than six (6) inches in the grade of any Property.

1.16 “**Voting Member**” shall mean and refer to the Member appointed by the Owner(s) of each Dwelling Unit as Person authorized to exercise the vote assigned to each Dwelling Unit pursuant to Article III of this Declaration. A list of Voting Members shall be kept by the Board of Directors at all times.

ARTICLE II

PROPERTY RIGHTS OF COMMON AREAS

2.01 **Rights of Enjoyment of Common Areas.**

Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his Dwelling Unit. Each Owner is bound by the terms of the Governing Documents. Each Resident shall have a nontransferable right to use and enjoy the Common Areas, which right shall terminate when such person ceases to have the status of a Resident. Such easements and rights shall be subject to the following provisions:

- (a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Areas which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such rules and regulations may include limitations on the number of guests of Owners and Residents who may use the Common Areas at any one time.

- (b) The right of the Board of Directors to establish and charge reasonable admission and any other fees for certain types of extraordinary uses of the Common Areas.
- (c) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use all or any portion of the Common Areas (with the exception of any streets or access ways) for a violation of this Declaration or for an infraction of the Board's Rules and Regulations for period(s) not to exceed sixty (60) days or until such violation is cured, in accordance with Article III.
- (d) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use the Common Areas (with the exception of any streets or access ways) for so long as any Annual General Assessment or Special Assessment for such Dwelling Unit remains unpaid and overdue.

2.02. Delegation of Use.

Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND BOARD OF DIRECTORS

3.01 Organization of the Association.

The Association has been organized as a nonprofit corporation under the laws of the State of Nebraska (i) to provide for the acquisition, construction, management, maintenance and care of the Common Areas; (ii) to obtain, manage and maintain services for the Properties, or section thereof as deemed necessary by the Board or a vote of the Members; and (iii) to take other acts or action which would promote the health, safety or welfare of the Owners and Residents. The Association is charged with such further duties and invested with such powers as are prescribed by law and set forth in the Articles of Incorporation of the Association and herein as all of the same may be amended from time to time. The Articles of Incorporation and Bylaws of the Association shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. No part of the net earning of the Association shall inure to the benefit of any Member or individual. The Members of the Association shall meet a minimum of once each calendar year, as required by the Bylaws of the Association.

3.02 Voting Rights of Members.

Every owner of a Dwelling Unit which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Dwelling Unit which is subject to assessment. Each Dwelling Unit's Owner or Owners shall be entitled to one (1) vote on each matter submitted to the Members for each Dwelling Unit, such vote to be exercised by the designated Voting Member (who must be a Member of the Association) for that Dwelling Unit. If an Owner owns more than one Dwelling Unit, that owner shall appoint a Voting Member for each Dwelling Unit and be entitled to one (1) vote on each matter submitted to the Members for each Dwelling Unit owned. Any Member or Voting Member who is in violation of this Declaration, as determined by the Board in accordance with the provisions hereof and regulation established hereunder, shall not be entitled to vote during any period in which such violation continues.

3.03 Board of Directors and Board Authority.

The business and affairs of the Association shall be managed by a Board of Directors elected by the Members, in accordance with the provisions of the Bylaws of the Association. The number of directors, their terms and duties shall be determined by the Bylaws of the Association.

The Association may exercise any right or privilege given to it expressly by the Declaration, Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise provided in the Declaration, Articles of Incorporation or Bylaws, all rights and powers of the Association may be exercised by the Board without a vote of the Members. Rules and Regulations instituted by the Board may be amended or revised by a vote of the Members.

The Board may institute, defend, settle or intervene on behalf of the Association in, mediation, binding or non-binding arbitration, litigation or administrative proceedings in matters pertaining to the Common Areas, enforcement of the Declaration, Bylaws or Rules and Regulations, or any other civil claim or action. However, this shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its Members.

3.04 Adoption of Further Rules and Regulations.

The Board of Directors may make such Rules and Regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting. If the Board of Directors shall so

determine and if permitted under applicable law, voting on elections and other matters may be conducted by proxy, by mail or by ballot.

3.05 Limitation of Liability.

The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements, providers or services obtained by the Association or resulting from water which may leak or flow from any portion of the Common Areas or its facilities, or from any wire, pipe drain, conduit or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

3.06 Compliance and Enforcement.

Every Owner and Resident of a Dwelling Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

- (a) imposing reasonable uniform monetary fines, according to the Bylaws or Rules and Regulations of the Association, which shall constitute a lien upon the violator's Dwelling Unit, or
- (b) suspending an Owner's right to vote; or
- (c) suspending an Owner or Resident's right to use Common Areas; or
- (d) suspending any services provided by the Association to an Owner or the Owner's Dwelling Unit if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association; or
- (e) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation; or
- (f) requiring an Owner, at it own expense, to remove any structure or improvement on such Owner's Dwelling Unit Property Area in violation of this Declaration and to restore the Dwelling Unit Property Area to its previous condition; or

- (g) exercising self-help in any emergency situation and entry onto any Dwelling Unit Property Area or Dwelling Unit for such purpose, which entry shall not be considered a trespass; or
- (h) bringing a suit at law or in equity to enjoin any violation or recover monetary damages or both, after complying with the requirements of Article III.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments.

The Association, for each Dwelling Unit owned within the Properties, hereby covenants, and each Owner of any Dwelling Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) Annual assessments or any amount required by the Board of Directors or by a vote of the Members, according to the Bylaws, to reimburse the Association for the cost of providing insurance for the Dwelling Units, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) the costs of any and all repairs of all public and private sewers, and the Association shall assess to the homeowners the cost of repair to the public sewer and shall assess the benefited homeowner for the cost of repair of the private sewer.

4.02 Purposes of Assessments.

The Assessments levied by the Association shall be used exclusively to carry out the business and responsibilities of the Association. Such business and responsibilities may include, but are not limited to (1) the acquisition, construction, management, maintenance and care, repair or replacement of the Common Areas, administration expenses of the Association, snow removal, maintenance of fences indicated on Exhibit "B", street lighting, contracted management and any other Common Area services as the Board may determine from time to time,; (ii) obtaining, managing, and maintaining services for the Properties, or sections thereof including as necessary, but not limited to, refuse collection, painting, lawn mowing and maintenance, gutter cleaning and any other services that may be determined and adjusted by a vote of the Members from time to time; (iii) promoting the recreation, health, safety and welfare of the Members; (iv) providing for the maintenance of the private streets and sidewalks located on the Property; and (v) the collection and payment of all assessments due from the Dwelling Units.

4.03 Establishment of Annual General Assessment.

- (a) The Association shall levy in each of its fiscal years an Annual General Assessment against each Dwelling Unit. The amounts of such Annual Assessments shall be established by the Board of Directors at least thirty (30) days in advance of each Annual Assessment Period.
- (b) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its best estimate of the cost of providing services or rights of use which are common to all Dwelling Units.

4.04 Special Assessments.

In addition to the Annual General Assessment authorized above, and *except in an emergency situation*, the Board of Directors, when authorized by a vote of the Members, may levy in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Areas including fixtures and personal property related thereto, or for any other purpose for which the Association is responsible. In an emergency situation, such that it would be impossible to assemble a meeting and a vote of the Members, the Board of Directors may levy a Special Assessment, for the purposes described above, without a vote of the Members. Special Assessments shall be imposed against Dwelling Units in the same proportions as Annual General Assessments.

4.05 Repair and Replacement Reserve.

As a part of any Annual Assessment, the Board of Directors shall obtain from Owners contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve. Such contributions shall be paid monthly or at such time as regular assessments are due and shall be in an amount to be designated from time to time by the Board of Directors. All of the funds shall be deposited in an account with a lending institution, the accounts of which are insured by any agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America or certificates of deposit in a federally insured lending institution. Such funds also may, in the discretion of the Board of Directors, be invested in Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State). The replacement reserve may be expended only for the purpose of the repair or replacement and repair of the Common Area(s).

4.06 Notice and Due Dates

Written notice specifying (i) the amount of each Annual General Assessment and Special Assessment, and (ii) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Owners of each Dwelling Unit subject

thereto. Each installment of an Annual General Assessment or Special Assessment shall be due on the first day of each assessment period as defined by the Bylaws.

4.07 Uniform Rate of Assessment.

Both Annual General and Special assessments must be fixed at a uniform rate for all Dwelling Units and may be collected on a monthly basis.

4.08 Effect of Nonpayment of Assessments: Remedies of the Association.

Any Assessment not paid within ten (10) days after the due date shall be deemed past due. Once an Assessment is deemed to be past due, the Association may charge the Owner a late fee and for any costs incurred by the Association resulting from the late payment, in accordance with Association Bylaws and Rules and Regulations. Any Assessment not paid within thirty (30) days after the due date shall be delinquent and the Association may exercise any and all of the following remedies: (a) upon notice to the Owner declare the entire balance of any Annual General Assessment or Special Assessment due and payable in full; (b) charge interest; (c) bring an action at law or in equity against the Owners of the Dwelling Unit to collect the same; and (d) foreclose the lien against the Dwelling Unit. Such lien may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a foreclosure of a real property mortgage under the laws of Nebraska.

The Owner personally obligated to pay the delinquent Assessment shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred by the Association in connection with the collection of such Assessment.

4.09 Subordinate of the Lien to the Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

4.10 Certificate of Payment.

The Association shall, upon written request by Owner, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Annual General Assessments and Special Assessments, if any, on a specified Dwelling Unit have been paid. The Association shall furnish said Certificate within ten (10) day of receipt of the written request. A properly executed Certificate of the Association as to the status of Assessments on a Dwelling Unit shall be binding upon the Association as of the date of its issuance.

ARTICLE V

ARCHITECTURAL REVIEW AND ARCHITECTURAL COMMITTEE

5.01 Composition and Appointment.

An Architectural Review and Covenants Committee ("the Architectural Committee") may be elected by the Members or appointed by the Board of Directors, according to the Bylaws. Such Committee shall consist of at least three (3) members, and may be increased or decreased in size by the Board of Directors, from time to time. Members of the Architectural Committee shall serve as required by and according to the Bylaws. If any vacancy shall occur, the remaining members of the Architectural Committee may continue to act until the vacancy has been filled. Any member may be removed with cause by the Board of Directors. In the event that the Board of Directors shall fail to designate an Architectural Review and Covenants Committee, the Board of Directors shall serve as the Architectural Committee.

5.02 Powers and Duties.

- (a) The Architectural Committee shall serve as an architectural review board and shall regulate the external design, appearance and location of the Dwelling Units, Dwelling Unit Property Areas and Structures thereon so as to enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and maintain a harmonious relationship among Structures and the Properties.
- (b) The Architectural Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association. Any decision or determination of the Architectural Committee may be appealed by a Member affected thereby to the Board of Directors.

5.03 Submission of Plans to Architectural Committee for Approval.

No Structure of any kind whatsoever shall be commenced, erected, placed, moved onto or permitted on any Dwelling Unit Property Area, nor shall any existing Structure upon any Dwelling Unit Property Area be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as the Architectural Committee may reasonably require, but shall in all cases include:

- (a) A site plan showing the location of all proposed and existing Structures on the Dwelling Unit Property Area and all existing Structures on adjoining Dwelling Unit Property Areas,
- (b) Exterior elevations for the proposed Structures,
- (c) Specifications of materials, color scheme and other details affecting the exterior appearance and quality of the proposed buildings,
- (d) Description of the plans or provisions for landscaping or grading, and
- (e) Evidence of applicant's ability to complete the project within a reasonable time frame.
- (f) Evidence any new construction remodeling will be execute by an experienced, licensed contractor.

Any approval or disapproval of a requested action by the Architectural Committee shall be in writing. In denying any application, the Architectural Committee shall specify the reasons for such denial. The Architectural Committee may approve an application subject to such conditions and qualifications as the Board deems appropriate to enforce the architectural provisions of this Declaration.

5.04 Failure of the Architectural Committee to Act.

If the Architectural Committee shall fail to act upon any request submitted to it within forty-five (45) days after a complete submission thereof in a form acceptable to the Architectural Committee, such request shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after submission to the Board of Directors, then such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered by the Architectural Committee or the Board of Directors.

5.05 Rules, Regulations and Policy Statements.

The Architectural Committee may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The Architectural Committee shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

- (a) The Architectural Committee shall hold regular meetings as necessary. Meetings of the committee may be called by the Chairman and by a majority of the members of said committee.
- (b) A majority of the members of the Architectural Committee present at any meeting shall constitute a quorum.
- (c) The Architectural Committee shall maintain minutes of its meetings and a record of the votes taken thereat.
- (d) All meetings of the Architectural Committee shall be open to the Members of the Association and any vote of the Architectural Committee shall be taken at an open meeting. Nothing contained herein, however, shall prevent the Architectural Committee from meeting in closed session or executive session in accordance with State and Federal laws or regulations.
- (e) A copy of all minutes, rules, regulations and policy statements of the Architectural Committee shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member at a reasonable cost or shall make such minutes, rules, regulations and policy statements available to any Member for copying.

5.06 Expenses of the Architectural Committee.

The Architectural Committee may charge reasonable fees as approved by the Board of Directors for the processing of any requests, plans and specifications including consultation with a professional. The Association shall pay all ordinary and necessary expenses of the Architectural Committee; provided, however, no member of the Architectural Committee shall be paid any salary or receive any other form of compensation.

5.07 Right of Entry.

The Association and the Architectural Committee through their authorized officers, employees and agents shall have the right to enter upon any Dwelling Unit Property Area at all reasonable times for the purpose of ascertaining whether such Dwelling Unit Property Area or the construction, erection, placement, remodeling or alteration of any Structure thereon is in compliance with the provisions of this Article and Article VI without the Association or the Architectural Committee or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

ARTICLE VI

GENERAL RESTRICTIONS

6.01 Zoning Regulations.

The Properties, Dwelling Units or Dwelling Unit Property Areas shall not be used for any purpose other than as permitted in the City of Omaha zoning ordinances or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration as same may be hereafter from time to time amended, No building shall be erected, altered, placed or permitted to remain on the Properties or any Dwelling Unit or Dwelling Unit Property Area other than one used as a single family dwelling, similar to the Dwelling Units currently existing on the date of recording of this Declaration.

6.02 Structures.

The architectural character of all Structures, or alterations, additions, or improvements thereof (other than interior alterations not affecting the external appearance of a Structure), when visually related to each other and the surrounding natural environment shall be, in the opinion of the Architectural Committee, harmonious in terms of type, size, scale, form, color and material. The repair, replacement, repainting, resurfacing or restoration of any Structure originally approved by the Architectural Committee shall not be subject to the review or approval of the Architectural Committee provided that, following any such repair, replacement, repainting, resurfacing or restoration of any such Structure, the external appearance of such Structure shall be substantially identical with the appearance of said Structure as originally approved. Except as otherwise herein provided, no Structure shall be painted, stuccoed or surfaced with any material unless and until approved in writing in accordance with objective, performance-oriented guidelines established by the Architectural Committee. Screens or parapets shall be used to organize and aesthetically shield mechanical equipment and appurtenances from public view.

6.03 Screens and Fences.

Except for any fence installed by the Association, or as currently designated on Exhibit "B", no fence or screen shall be installed on a Dwelling Unit Property Area except in accordance with the guidelines established by the Architectural Committee and with the prior written approval of the Architectural Committee. Any fencing which may be installed by the Association in the Common Area shall be maintained by the Association.

6.04 Signs and Lighting.

The location, color, nature, size, design and construction of all signs or outdoor lights shall be approved in writing by the Architectural Committee prior to the installation thereof.

6.05 Vehicles and Parking.

No commercial truck, commercial bus, taxicabs or other commercial vehicle of any kind, boats, trailers, campers, recreational vehicles and motor home shall be parked in any visible location on the Property without the prior written approval of the Board or Resident Manager. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized/commercial vehicles (a vehicle wider than and/or longer than a standard parking space, 19 feet maximum, any vehicle that has more than two (2) axles, or those vehicles greater than 6,000 pounds) may park on the premises. This provision shall not preclude commercial vehicles located on the property temporarily (less than 24 hours) to provide services to the Association or a resident.

No disabled vehicle or vehicle on which current registration plates or other required permits such as inspection stickers are not displayed shall be parked on any Dwelling Unit or on Common Areas. The repair or extraordinary maintenance of the vehicles shall not be carried out in a manner that is visible from any Dwelling Unit or on the Common Areas.

Residents and their guests are encouraged to park their vehicle(s) on the parking area of their respective Dwelling Unit property. Short-term parking on the streets is permitted provided vehicles are legally parked, do not impede traffic, do not block any resident's driveway, and are not driven or parked over sidewalks, curbs or Common Areas. No vehicle may remain parked on the street for more than a continuous 48-hour period. Overnight parking on the streets during the winter is discouraged to prevent interference with ice and snow removal activities. At no time should any parking on the street cause interference with the ability of any emergency vehicle to access any Dwelling Unit property or Common Area.

The Association may enforce the provisions of this Section by towing any non-complying vehicle at the vehicle owner's sole risk and expense. The Board may adopt rules and regulations regarding the number of personal vehicles, not otherwise addressed by this section, permitted to be parked in any visible location on the Properties.

6.06 Animals.

The maintenance, feeding, keeping, boarding or raising of non-domesticated animals, livestock, or poultry regardless of number, is prohibited (except for wild bird feeders) on any Dwelling Unit or upon the Common Area, except for the keeping of guide animals and reasonable number of orderly domestic pets (e.g., fish, nonpoisonous reptiles, dogs, cats, or caged birds), subject to the rules and regulations adopted by the Board of Directors and any relevant City of Omaha ordinance. Such pets or animals shall not be kept or maintained for commercial purposes or for breeding. No Owner or resident shall

have or maintain a feral cat colony within the confines of the Abbey regardless of the number of feral cats within the colony. Any colonies that exist at the time of this amendment may continue to exist, provided the colony population is not increased and is continually reduced through attrition. Once no feral cats remain in the colony, the colony must be closed.

Any pet or animal causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties in such manner as may be allowed by City of Omaha ordinances in affect at the time of removal. In such circumstance, the animal's owner shall be given verbal or written notification of the violation by the Board, to include the nature of the nuisance or disturbance. If the violation continues, the Owner will be given a formal written warning, which shall also include a description of the nature of the nuisance or disturbance. If the violation continues or if the Member fails to address the written warning with the Board for a period of thirty (30) days, the Board may request the animal be permanently removed upon fourteen (14) days' written notice form the Board of Directors.

Animals shall not be permitted upon the Common Area except for orderly domestic pets, accompanied by someone who can control the animal and unless carried, leashed, or under other positive control. Animal droppings shall be cleaned up by the Owner responsible for the animal. If an animal's owner fails to clean up after his or her pet or fails to comply with leash laws or the requirements of the Association's Declaration, Bylaws, or Rules and Regulations, the animal's owner shall be given verbal or written notification of the violation by the Board. If the violation continues, the Owner will be given a formal written warning. After receipt of the formal written warning, if an animal's owner fails to clean up after his or her pet or fails to comply with leash laws of the requirements of the Association's Declarations, Bylaws, or Rules and Regulations, the Owner will be in violation of this Declaration and charges may be levied against the responsible party as determined by the Board. Any owner who keeps or maintains any animal upon any portion of the Properties shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim or liability of any kind of character whatever arising by reason or maintaining such animal within the properties. All animals shall be registered and inoculated as required by law. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

6.07 Garages.

No garage shall be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage may be converted into or used for living or office space.

6.08 Leases.

No Owner of Dwelling Unit shall lease or sublet to another any such Dwelling Unit Property Area or part thereof or any such Dwelling Unit unless such lease shall be in

writing for an initial term of not less than twelve (12) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease. Board shall be provided with copies of leases on request.

At absolutely no time shall more than six (6) of the Dwelling Units be leased, sublet, be used as a second home or any other form of non-owner occupied residential use unless an exception in writing is granted by the Board of Directors for good cause to be shown. This provision shall not apply to any leasing transaction entered into by the holder of any institutional first mortgage on a unit which becomes the owner of a unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. This provision shall apply to all subsequent purchasers therefrom.

6.09 Landscaping.

The land area not occupied by Structures, hard-surfacing, vehicular driveways or pedestrian paths, shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the standards set by the Architectural Committee and approved by the Board of Directors. Such standards will take into consideration the need for providing effective site development to:

- (a) enhance the site and building;
- (b) screen undesirable areas or views;
- (c) establish acceptable relationships between buildings and adjacent properties; and
- (d) control drainage and erosion.

As required by the Architectural Committee, existing trees shall be retained, buffer areas maintained and the natural contour of the land respected. The Architectural Committee reserves the right to require special treatment of slopes, construction of walls and wells, and use of stone fills to preserve trees that cannot otherwise be saved.

6.10 Maintenance of Premises and Improvements.

Each Owner or Resident shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include any, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management with the exception of those Dwelling Unit Property Areas or Common Areas on which the Association may provide

maintenance of landscaping, but shall not include those services provided by the Association. The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Architectural Committee.

6.11 Maintenance During Construction.

During construction it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Dwelling Unit Property Area.

6.12 Flags.

The Board of Directors is authorized and reserves the right to regulate the type of flags which may be displayed on the Properties, including the right to prohibit the display of flags on the Property or the right to require the removal of flags that the Board of Directors deems inappropriate in its sole discretion. The Board of Directors is also authorized to regulate, restrict or prohibit the erection and placement of flag poles on the Properties and reserves the right to do so in its sole discretion.

ARTICLE VII

EASEMENTS

7.01 Blanket Easement.

An easement is hereby retained in favor of the Association over the Dwelling Unit Property Areas and any Common Area for the installation of landscaping or construction signage, a common cable television system, a common sprinkler, or any other item installed for the common enjoyment and/or benefit of the Owners (including, without limitation, electricity, gas and telephone equipment). An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Dwelling Unit Property Area or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees. The easement granted herein shall not be utilized for the construction or installation of sidewalks or other similar obstructions on or across any Dwelling Unit Property Area.

7.02 Association Easement.

The Board of Directors of the Association shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association. The Association, the managing agent and any other Persons authorized by the Board of Directors, are hereby granted the right of access over and through any portion of the Properties (excluding any dwelling), in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Dwelling Unit Property Area or in the Common Area threatening another Dwelling Unit Property Area or Common Area, perform installations or upkeep of utilities, landscaping, or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates the Association's Documents. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association for which such Owner is responsible.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by first or other hazards, including extended coverage, vandalism and malicious mischief. The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, directors' and officers' liability insurance, and fidelity bond coverage.

If by a vote of the Members, the Association elects to obtain insurance for the Dwelling Units, each Dwelling Unit will be required to reimburse the Association for that Dwelling Unit's share of that annual cost, which shall be determined in accordance with a formula established by the Board of Directors.

Should the Association elect to provide insurance for the Dwelling Units, as indicated above, such insurance shall be issued in the name of the Association, all claims will be processed by the Association and all payments of claims made by the insurance provided will be paid to the Association. The Association will pay to the claimant all funds provided by the insurance provided upon repair or replacement of the item claimed as damaged by the claimant. In the event the claimant does not affect repair or replacement within one hundred and eighty (180) days of receipt by the Association of the funds provided by the insurance provider, the Association may use the funds provided by the insurance provider to repair or replace the item claimed as damaged.

ARTICLE IX

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

9.01 Claims.

The Association and its directors and committee members, and the Owners subject to this Declaration agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Association without the emotional and financial costs of litigation. Accordingly, each of the above named individuals agrees not to file suit in any court with respect to a Claim described below, unless it has first submitted such Claim to the Board of Directors to negotiate a resolution. If a resolution cannot be achieved through negotiation with the Board of Directors, the Claim shall be submitted to Mediation,

- (a) As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to
- (b) the interpretation, application, or enforcement of the Declaration, Bylaws or Rules of the Association; or
- (c) the rights, obligations, and duties of the Association, its directors and committee members, and Owners; or
- (d) any attempt or intention of the Association to collect Assessments or other amounts due from any Owner; or
- (e) any attempt or intention by the Association to obtain a temporary restraining order; or
- (f) any dispute between Owners, which does not include the Association.

9.02 Mediation.

If the parties to a Claim are not able to resolve said Claim after a reasonable period of time through negotiation, the Claim shall be submitted to mediation with an independent agency providing dispute resolution services in the Omaha, Nebraska area, as agreed upon by the parties. If the parties cannot agree on a dispute resolution provider, one shall be designated by the Association, if the Association is not party to the claim. If the Association is party to the claim, the parties shall each designate a dispute resolution services provider, and those two providers shall select a third provider to mediate the dispute.

Each party shall bear its own costs of the mediation, including attorney's fees, and each party shall share equally all fees charged by the mediator.

In the event the parties do not achieve a settlement of the Claim in mediation, the parties retain the right to pursue any and all legal remedies available.

ARTICLE X

CONDEMNATION

Whenever all or any part of the Common Areas shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such a taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then unless within sixty (60) days after such taking, unless seventy-five percent (75%) of the Members shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas, in accordance with plans approved by the Board.

ARTICLE XI

AMENDMENT

Subject to the other limitations set forth in this Declaration, the Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the vote of the Members at a duly convened meeting. The amendment instrument shall be recorded among the land records for the jurisdiction in which this Declaration is recorded.

ARTICLE XII

GENERAL PROVISIONS

12.01 Duration.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years, unless amended or terminated as provided in this Article.

12.02 Enforcement.

The Association, or any Owner, 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 or by

any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section shall be in addition to and not a limitation of any rights or remedies provided in other Sections of this Declaration.

12.03 Severability.

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

12.04 Annexation.

Additional residential property and Common Area may be annexed to the Properties with the consent of seventy-five percent (75%) vote of the Members.

12.05 Construction.

The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

12.06 Headings.

The headings of the Articles and Sections of the Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

12.07 Termination.

Termination of the Association shall be according to the provisions of the Articles of Incorporation.

-No further text on this page-

IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereunto set his hand and seal this 15 day of March, 2021.

THE ABBEY HOMEOWNERS
ASSOCIATION, a Nebraska non-profit
corporation

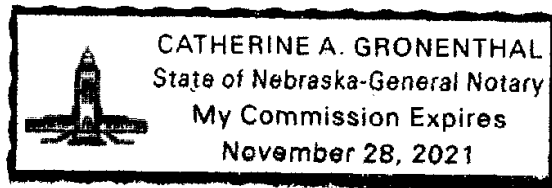
By: Joyce C. Davis
Name: Joyce C. Davis
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of MARCH, 2021, by JOYCE C. DAVIS, as the president of the Abbey Homeowners Association, a Nebraska non-profit corporation, on behalf of the corporation.

Witness my hand and official seal.

[Seal]



Catherine A. Gronenthal
Notary Public

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of THE ABBEY HOMEOWNERS ASSOCIATION, a Nebraska corporation. That, in accordance with Article XI of the First Restated Declaration, the foregoing Second Amended and Restated Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION was approved by more than seventy-five percent (75%) of the votes of the Members at a duly convened meeting. That the foregoing Second Amended and Restated Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION was duly adopted at a meeting of the Board of Directors held on the 15 day of March, 2021.

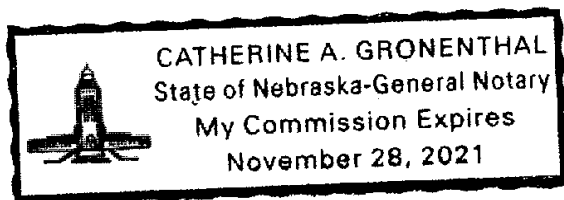
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 15 day of March, 2021.

Mary I. Jasper
SECRETARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of MARCH, 2021, before me, the undersigned, a Notary Public in and for said County, personally came MARY I JASPER, to me personally known to be Secretary, and the identical person whose name is affixed to the above and foregoing Second Amended and Restated Declaration of Conditions and Restrictions of THE ABBEY HOMEOWNERS ASSOCIATION, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.



Catherine A. Gronenthal
NOTARY PUBLIC

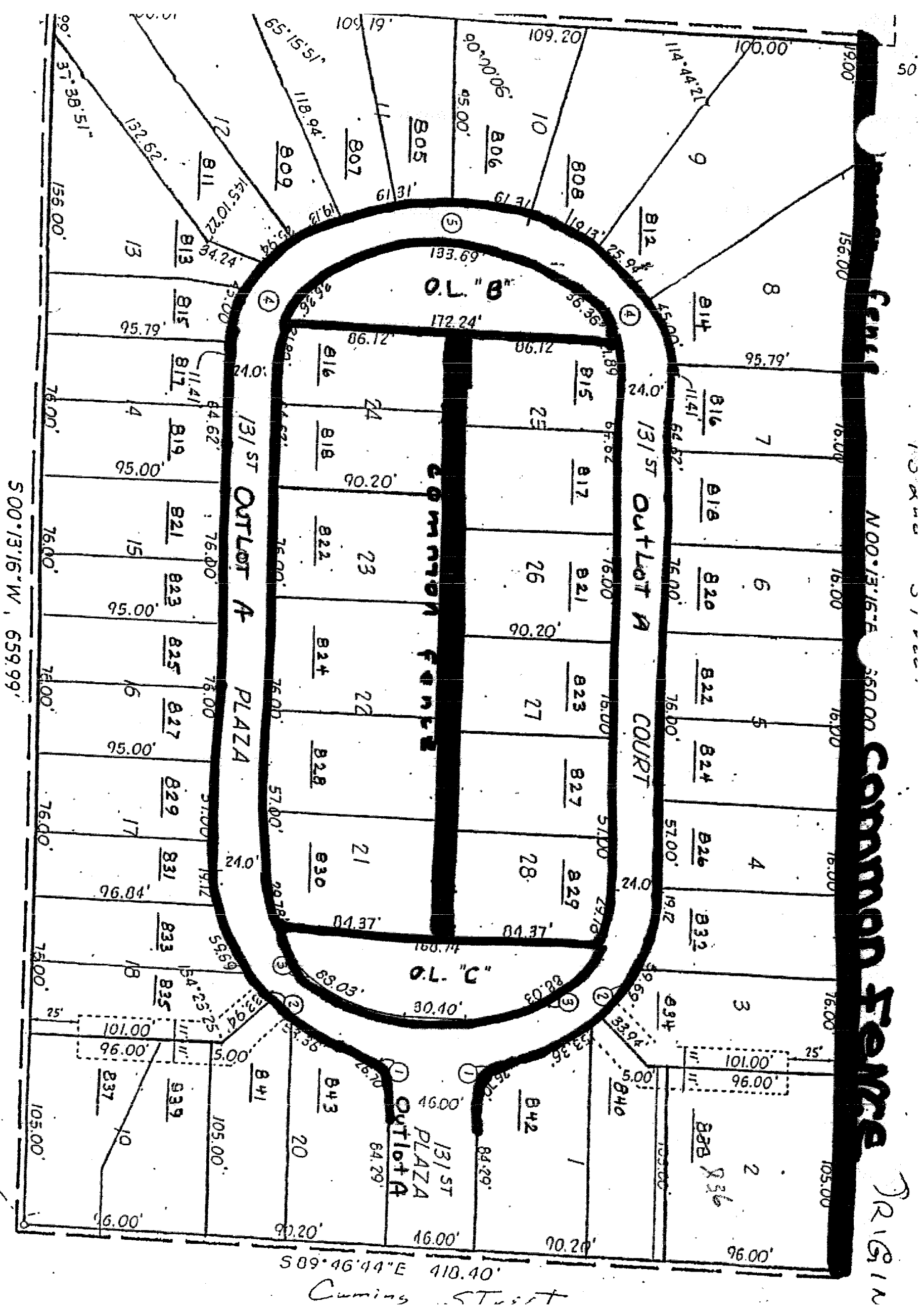
Exhibit "A"

Lots One (1) through Twenty-eight (28) inclusive, and Outlots A, B, and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

Exhibit "B"

Outlots A, B, and C in the Abbey Addition as surveyed, platted and recorded in Douglas County, Nebraska.

DOCS/2607669.2



LAND...
B

100' 23'

R...
L=1

Common Terrace

Common Terrace

RISIN