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Douglas County, NE Assessor/Register of Deeds Walter E. Peffer

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1700 Farnam Street
Omaha, NE 68102

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

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF CONDITIONS AND RESTRICTIONS OF THE ABBEY HOMEOWNERS ASSOCIATION (this "Amendment") is made this 29 day of January, 2023 by THE ABBEY HOMEOWNERS ASSOCIATION ("Association").

WHEREAS, the Association recorded a Second Amended and Restated Declaration of Conditions and Restrictions of The Abbey Homeowners Association on March 24, 2021 as Instrument #2021038234 (the "Declaration") against the real estate legally described on Exhibit "A" attached hereto; and

WHEREAS, a special meeting of the Association was held on January 29 2023, to consider an amendment to certain provisions of the Declaration, at which more than seventy-five percent (75%) of the votes of the Members at such duly convened meetings were cast in favor of such amendment.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Amendment to Article VIII, Insurance and Casualty Losses.** Article VIII is hereby amended and restated in its entirety as follows:

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

8.01 **Types of Insurance.** Pursuant to Article XV of the Association's bylaws:

(a) the Board of Directors, or its duly authorized agent, shall obtain insurance for (1) all insurable structures and improvements located in the Common Areas against loss or damage for all hazards, including extended coverage, vandalism and malicious mischief, (2) public liability 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, (3) directors and officer's liability insurance, and (4) when deemed necessary by the Board of Directors, fidelity bond coverage; and

(b) the Board of Directors, in its reasonable discretion, may elect to obtain blanket insurance for each Dwelling Unit ("Blanket Policy"); and

(c) if, despite good faith efforts and negotiations, the Association is unable to obtain a Blanket Policy from an insurance company for commercially reasonable premiums, the Board of Directors will require each Owner, at such Owner's sole cost, to obtain individual building coverage for his or her Dwelling Unit.

The requirements for the above-referenced insurance policies are more fully set forth in Article XV of the Association's bylaws and are incorporated herein by this reference. In the event of a conflict between this Article VIII and Article XV of the bylaws, Article XV of the bylaws will control.

Section 8.02. Insurance Claims Under a Blanket Policy. The Association will submit all claims under a Blanket Policy to the insurance company and all claims will be processed through the Association. All settlements or claim proceeds under a Blanket Policy (the "Claim Proceeds") will be paid to the Association. Within thirty (30) days after an Owner who sustained damage in connection with a claim completes its repair work or replacement, the Association will pay such Owner its applicable share of the Claim Proceeds.

Notwithstanding the foregoing, if an Owner does not commence or complete repair or replacement within the time period set forth in Section 8.03 below, unless prevented by reason of a Force Majeure Event, the Association may use an Owner's share of the Claim Proceeds to remove any debris and to make any repairs to the Dwelling Unit the Association deems necessary to prevent damage to an adjacent Dwelling Unit or to prevent bodily harm to Owners and their guests. Any Claim Proceeds remaining after the Association complete such work will continue to be held by the Association until the Owner completed any remaining repairs or replacements.

The term "Force Majeure Event", as used herein, means a strike, labor troubles, acts of God, acts of terrorism, war, or pandemic.

Section 8.03. Damage and Destruction Affecting Dwelling Units – Duty to Rebuild. If all or any portion of a Dwelling Unit is damaged or destroyed by fire or other casualty, the Owner of such Dwelling Unit must rebuild, repair or reconstruct the Dwelling Unit in a manner which will restore it to a condition and appearance approved by the Architectural Committee.

Within six (6) months after damage occurs, the Owner of any damaged Dwelling Unit must commence the cleanup, removal and/or reconstruction of the Dwelling Unit, and thereafter diligently prosecute the same to completion within twelve (12) months after damage occurs, unless prevented from doing so by a Force Majeure Event. The cleanup, removal and/or reconstruction will be done in a good and workmanlike manner and in accordance with the Declaration and the requirement of the Architectural Committee.

If an Owner fails to commence or complete cleanup, removal and/or reconstruction in accordance with the time period in the above, the Board of Directors will notify the Owner in writing that such failure constitutes a default under the Declaration, and the Owner has thirty (30) days after the date of the notice to cure the default. If the Owner fails to cure the default within the 30-day period, the Board of Directors may hire a contractor to remove any debris and to make any repairs to the damaged Dwelling Unit it deems necessary to prevent damage to an adjacent Dwelling Unit or to prevent bodily harm to other Owners and their guests. The costs incurred by the Board of Directors for such work, plus an overhead fee equal to 25% of such costs, will constitute an Assessment against the Dwelling Unit, and if not paid by the Owner to the Association within thirty (30) days after the Owner's receipt of the invoice, the Association will file a lien against such Owner's Dwelling Unit and the land upon which it is located, all in accordance with this Declaration.

2. **Amendment to Article XI, Amendment.** Article XII is hereby amended and restated in its entirety as follows:

ARTICLE XI

AMENDMENT

So long as all Members are given notice of a Member meeting in accordance with Section 3.3 of the bylaws of the Association, the presence, in person or by proxy, at a meeting of Members entitled to cast at least ten (10) votes shall constitute a quorum for any action to amend this Declaration. This Declaration may only be amended by an instrument approved by not less than seventy-five percent (75%) of the vote of the Members attending a meeting that satisfies the requirements set forth in the first sentence of this Article XI. The amendment instrument shall be recorded among the land records for the jurisdiction in which this Declaration is recorded.

3. **Miscellaneous.** All capitalized terms used, but not defined herein, shall have the meaning set forth in the Declaration. Except as specifically amended above, the Declaration shall remain in full force and effect and is hereby ratified and confirmed. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to its principles of conflict laws.

IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereunto set his hand and seal this 17 day of ~~January~~, 2023.

Debra

THE ABBEY HOMEOWNERS ASSOCIATION, a
Nebraska non-profit corporation

By: *Joyce Davis*
Name Joyce Davis
Its: President

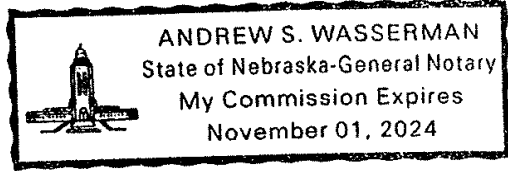
STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of ~~January~~ ^{February} 2023, by Joyce 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]

Andrew Wasserman
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 29 day of January, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 17 day of January, 2023.

[Handwritten Signature]
M. Irene Jasper

SECRETARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 17th day of ^{February} January, 2023, before me, the undersigned, a Notary Public in and for said County, personally came M. Irene Jasper, to me personally known to be M. Irene Jasper, 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.

[Handwritten Signature]
NOTARY PUBLIC

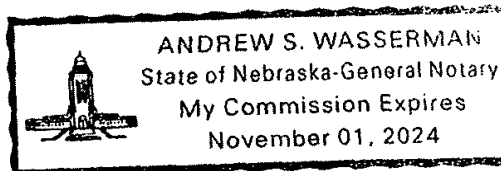


Exhibit A

Legal Description

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.

DOCS/2851397.2