

# WELLINGTON GREENS HOMES

## COVENANTS, CONDITIONS and RESTRICTIONS

Pages 1-15 Covenants

Pages 16- 146 Signatures of 75% of lot owners

Pages 147-149 Mayors Executive Order

Pages 16-146 omitted

**Filed with Register of Deeds**

April 6, 2001

# 893 50

*Dan Galte*

REGISTER OF DEEDS

2001 APR -6 P 4: 25

LANCASTER COUNTY, NE

INST. NO 2001

016731

BLOCK

CODE

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Charge SWS #13.50

**AMENDED DECLARATION**

**OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**WELLINGTON GREENS HOMES ASSOCIATION, INC.**

**P R E A M B L E:**

**THIS AMENDED DECLARATION** made in the year 2001, by the undersigned and shall become effective on its date of recording in the Office of the Register of Deeds of Lancaster County.

**WHEREAS**, Wellington Greens Homes Association, Inc., a Nebraska non-profit corporation, hereinafter referred to as the "Association", is the Owner of certain real property in the City of Lincoln, County of Lancaster, Nebraska, known as the Common Area and also referred to as "The Commons", which is more particularly described as:

Legal Description: Lots 1, 2, 27, 45, 64 and 84, Block 1; Lot 1, Block 2, Lot 1, Block 3, Lot 1, Block 4, and Lots 2 and 3, Block 5, Wellington Greens Replat-Amended Final Plat, Lincoln, Lancaster County, Nebraska

and,

**WHEREAS**, the undersigned are the Owners of the certain real property in the City of Lincoln, in the County of Lancaster, Nebraska, known as the "Properties", following the respective names, and such Owners are the Owners of at least seventy-five percent (75%) of the "Lots" located within the "Properties" which are more particularly described as"

Legal Description: See attached Appendix A

**NOW THEREFORE**, the undersigned, the Association and Owners, hereby amend, effective upon the filing of this document, the Declarations dated March 20, 1967, and recorded May 10, 1967, at Book 108, Page 333 as recorded in the Office of the Register of Deeds of Lancaster County, Nebraska; but reaffirm the contract with the City of Lincoln dated October 14, 1971 and filed July 27, 1972 at Instrument Number 72-13554 and,

**WHEREAS**, the Wellington Greens Homes Association, Inc. has been incorporated in Nebraska as a not-for-profit corporation for the purposes of enforcing the covenants, conditions and restrictions that may be adopted and amended from time to time, established upon the "Properties" and the "The Commons" hereinbefore described.

**NOW, THEREFORE**, the undersigned hereby declare that all of the "Properties" described above shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and binding on all parties having any right, title or interest in the described "Properties" or any part hereof, 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 the Wellington Greens Homes Association, Inc. which is incorporated under the Nebraska Nonprofit Corporation Act, and its successors.

**Section 2.** "Property" shall mean and refer to all of the real estate above described together with such additions as may be made thereto under the terms of this Declaration.

**Section 3.** "Common Area" shall mean that portion of the property designated as such, and which shall be held for the common use and enjoyment of all of the members of the Association. It shall include, but not necessarily be limited to the property shown on the plat of Wellington Greens as Lots 1, 2, 27, 45, 64 and 84, Block 1; Lot 1, Block 2, Lot 1, Block 3, Lot 1, Block 4, and Lots 2 and 3, Block 5.

**Section 4.** "Lot" shall mean and refer to any designated portion of the properties as shown on the recorded subdivision plat, with the exception of the Common Area and streets.

**Section 5.** "Member" shall mean and refer to any person or entity who holds membership in the Association.

**Section 6.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Where such Ownership is joint, tenants in common or tenancy by the entirety, or otherwise consists of more than one person, the majority vote of such Owners shall be necessary to cast any vote to which the Owners of that Lot are entitled.

**Section 7.** "Board of Directors" or "Board" shall mean the corporate board of the Association.

**Section 8.** "Common Expense" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area; the costs of maintaining any and all utilities located in the Common Area, if any; cost of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees, if any; the costs of fire, casualty and liability insurance, workman's compensation insurance, any costs of bonding of the members of the Board or employees; all taxes paid by the Association, if any; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Properties for the benefit of all of the Owners.

**Section 9.** Common Assessment or Annual Assessment. The amount assessed equally against all Lots for the purpose of funding the common expenses.

## ARTICLE II

### Property Rights in the Common Area

**Section 1.** Every member shall have the right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Subject to the provisions of Section 2 of this Article, use of the Common Area shall be restricted to members and their guests, and the Association shall have the right to limit the number of guests of members and to adopt reasonable regulations applicable to use by guests.

(b) The Association shall have the right to charge a reasonable admission or other fee for the use of any recreational facility situated upon the Common Area, and shall also have the right to contract with any other person, persons or entity for the charging of reasonable admission or other fees in exchange for management, development, maintenance and improvement of any such recreational area.

(c) The Association shall have the right, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage said property; provided, however, that the rights of any mortgagee shall be subject to the rights of the members of the Association while any mortgage is current and not in default.

(d) The Association shall have the right to suspend the voting rights and rights to use the Common Area and recreational facilities therein by a member for the period during which any assessment against the Lot of the Owner remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

**Section 2.** Easements for City Public Service Use There shall be easements for public service use, including, but not limited to public and private utilities, and the right of policemen, firemen and other emergency services to enter upon any part of the Common Area or Properties.

**Section 3.** Waiver of Use. No Owner is exempted from personal liability for assessments duly levied by the Association, nor release the owned Lot from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his/her Lot.

**Section 4.** Partition Forbidden. The Common Area facilities, and Lots shall remain undivided; and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of The Properties.

**Section 5.** Encroachment. Any encroachment on the Common Area by an Owner, either by activity or the placement of a structure, shall be deemed to be permissive until action is taken by the Association, and shall not result in the Owner acquiring any rights through adverse possession.

**Section 6.** Any member may delegate, in accordance with the Bylaws of the Association, his/her right of enjoyment in the Common Area and facilities to residents of his/her Lot who are members of his/her family, tenants, or contract purchasers. The right of enjoyment in the Common Area and the facilities may not be held by both the non-resident Owner and the resident(s) of the Lot.

### ARTICLE III Operation of the Association

**Section 1.** Organization. The Association is organized as a Nebraska non-profit corporation. The Association is charged with the duties, and invested with the powers, prescribed by law and set forth in the Articles of Incorporation and Bylaws of the Association and this Declaration. Neither the Articles of Incorporation nor the Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**Section 2. Membership Eligibility.** Every Owner shall automatically, upon becoming the Owner of a Lot, be a Member of the Association. Such Owner shall remain a Member of the Association until such time as his/her Ownership of his/her Lot ceases for any reason, at which time his/her membership in the Association shall automatically cease. Ownership of a Lot shall be the sole qualification for membership in the Association. If title to a Lot is held by more than one person the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership and one vote for each Lot owned by the Owner.

**Section 3. Transfer of Membership.** The membership held by any Owner in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of his/her Lot, and then only to the purchaser. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his/her name to the purchaser of such Lot, upon transfer of fee title thereto, the Board of Directors shall have the right to record the transfer upon the books of the Association. The Board of Directors shall have the right to charge a reasonable Special Assessment against any Owner, and his/her Lot, equal to the cost of the Association of effectuating any such transfer of his/her membership upon the books of the Association

**Section 4. Duties and Powers.** The duties and powers of the Association are those set forth in its Articles of Incorporation and Bylaws, generally to do any and all things that an Association may lawfully do in operating for the benefit of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, its Bylaws and in this Declaration.

**Section 5. Association Actions.** All agreements and determinations lawfully made by the Association in accordance with the voting procedures established in this Declaration, or in the Bylaws, shall be deemed to be binding on all Owners of Lots, their successors and assigns.

**Section 6. Limitation on Association's Liability.** Notwithstanding the duty of the Association to maintain and repair parts of the properties, the Association shall not be liable for any failure of water service or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person in the properties, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the Properties, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs, maintenance, or improvements to the properties or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

**Section 7. Fidelity Bonds.** Blanket fidelity bonds shall be required and maintained by the Association for all persons responsible for maintaining the funds of the Association. Such bonds shall name the Association as an obligee and shall not be less than two months of normal income to the Association.

#### **ARTICLE IV Annual and Special Assessments**

**Section 1.** Each owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association an annual assessment or charge together with such special assessments for capital improvements as may be fixed, established and created upon the Lots as hereinafter provided. Such, annual and special assessments, together with interest thereon and costs of collection thereof, shall be a lien upon the Lot so assessed and shall be a continuing charge thereon except as hereinafter provided. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be a separate and distinct, joint and several, personal obligation of the person, persons or entity who is the owner, or are the owners, of such Lot at the time when any such assessment shall have become due, and shall bind his/her heirs, devisees, personal representatives, successors, and assigns.

**Section 2.** The assessments are to be levied by the Association for use exclusively to promote the recreation, health, safety and welfare of the residents in the property and in particular for the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated on the Property. The purposes for which such assessments may be levied shall include, but not be limited to, the construction, operation and maintenance of guest parking space, parking islands, sidewalks, drives, open drainage ways and other structures and for taxes and special assessments upon the Common Area which may be incurred or imposed by the City, County or other governmental authorities, to provide adequate insurance of any and all types and amounts deemed necessary by the directors of the Association with respect to the Common Area and public ways and to provide such reserves as may be deemed necessary in order to accomplish the objectives and purposes of the Association.

**Section 3.** On or before the 1st day of September in each year the directors of the Association shall also determine the assessment rate for the next ensuing year and shall apply the new annual assessment rate for monthly installments effective as of October 1 of each year. Assessments shall be payable before the 10th day of each month, but shall be and become a lien as of the date of the annual assessment as hereinafter provided. Written notice of the annual assessment shall be sent to every owner immediately following the assessment date. The Association shall, upon demand at anytime, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

The directors of the Association shall determine as of September 1 of each year whether or not a deficiency exists with respect to the annual assessment and shall bill all Owners at the uniform rate for any such deficiency with the October 1 monthly bill. Should the Board of Directors deem a surplus to exist, a pro rata credit shall be given to each Owner on a uniform basis to be credited first against the October 1 payment and the excess credit to be given on payments due each succeeding month.

**Section 4.** In addition to the annual assessments authorized above, the Association may levy a special assessment for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. Any such special assessment shall be payable in equal monthly installments together with the regular assessment installment over such period of time as the directors of the Association may deem to be in the best interests of all of the Owners.

The Association may also levy a special assessment against any Owner for obligations provided for in this Declaration or to reimburse the Association for costs incurred in bringing an Owner and his/her Lot or residential structure into compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association, which special assessments may be levied upon the vote of the Board of Directors after at the notice to the Owner and an opportunity for hearing.

**Section 5.** The Board of Directors shall authorize and levy the Common Assessment upon each Lot, as provided herein. All Common Assessments shall be borne equally by the Owners provided, however, that if any Common Expense is caused by the activities of any Lot Owner(s), the Association may assess that expense exclusively against such Lot.

**Section 6.** The lien of the assessments provided for herein shall be subordinate to a lien of any mortgage or mortgages executed and delivered in good faith and for a consideration. Sale or transfer of any Lot, whether or not subject to a mortgage, shall not affect the assessment lien, but transfer of title to any Lot subject to a mortgage, pursuant to a decree of foreclosure under such mortgage or any legal proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessments with respect to payments thereof which became due prior to the said transfer, but shall not relieve the person who was the Owner at the time such assessment became due of personal liability therefor. No transfer of title by foreclosure or other legal proceedings shall relieve such Lot from liability for any assessment becoming due after such transfer of title or from the lien of such assessment.

**Section 7.** All properties dedicated to and accepted by The City of Lincoln and the Common Area shall be exempt from all annual and special assessments of the Association.



**ARTICLE V**  
**Non-payment of Assessments**

**Section 1. Delinquency.** Any installment of an assessment provided for in this Declaration shall become delinquent if not paid on the due date established by the Board of Directors of this Association. With respect to each installment of an assessment not paid within thirty (30) days after its due date, the Board of Directors may, at its option, require the delinquent Owner to pay a late charge as set by the Bylaws, together with interest at the rate set by the Bylaws, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an assessment is not paid within sixty (60) days after its due date, the Board, or its representative, may mail a notice to the Owner of the Lot. Such notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default may be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the assessment for the then current fiscal year. The notice shall further inform the Owner of his/her right to cure after acceleration and to bring a court action to assert the nonexistence of a default or any defense of the Owner to acceleration and sale. If the delinquent installments of the assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual assessment for the then current fiscal year, attributable to that Owner and his/her Lot, to be immediately due and payable without further demand and may enforce the collection of the full assessment and all charges thereon in any manner authorized by law, this Declaration and Bylaws. The Owner shall be entitled to only one opportunity to cure a default in the same fiscal year.

**Section 2. Liens, Enforcement.** All sums assessed by the Association, but unpaid, for the share of the Common Expense, admission assessment, or special assessments chargeable to any Lot, shall constitute a lien on such Lot prior to all other liens except only (1) tax liens on the Lot in favor of any governmental assessing Lot or special district, and (2) all sums unpaid on the first Mortgage recorded before the date on which the unpaid assessment sought to be enforced hereunder become delinquent. Such assessment liens may be foreclosed by suit by the Board of Directors or the Association, acting on behalf of the Owners of the other Lots, in like manner as a mortgage of real property. The Board of Directors, acting on behalf of the Owners of the other Lots, shall have the power to bid in the Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Common Expense shall be maintainable without foreclosing or waiving the lien securing the same. Any recovery resulting from a suit in law or equity initiated pursuant to this Article may include reasonable attorney's fees as fixed by the court. The lien is effective as set forth in the Nebraska Condominium Act.

## **ARTICLE VI**

### **Party Walls**

**Section 1.** Each wall which is built as a part of the original construction of the homes upon the property and serves as the dividing line between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

**Section 2.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4.** Notwithstanding any other provision of this Article, an Owner who by his/her negligence or willful act causes the party wall to be exposed to the elements or otherwise destroyed shall bear the whole cost of repair and the furnishing of the necessary protection against such elements.

**Section 5.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner involved in such dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators. The cost of any such arbitration shall be born equally by the parties involved. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions of the arbitrators have been met. The appointment of arbitrators hereunder shall be made within twenty (20) days after notice by one Owner to the other Owner that a dispute exists.

## **ARTICLE VII**

### **Architectural Control**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the

directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that the Board of Directors, or its designated committee, fails to approve or disapprove such design and location forty-five (45) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully satisfied. The Board of Directors are authorized to adopt additional rules, regulations and restrictions, in the Bylaws which are consistent with this Article.

### **ARTICLE VIII Exterior Maintenance**

In the event that an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel of ground and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be a special assessment to which such Lot is subject.

### **ARTICLE IX Use Restrictions**

**Section 1.** In addition to the restrictions and conditions set forth in Article II, Section 1, the use of the Common Area shall be subject to the following:

- (a) No use shall be made of the Common Area which in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over such Common Area.
- (b) No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which would temporarily or permanently deny free access to any part of the Common Area to all members.
- (c) Anything placed, displayed, or affixed to or around, the exterior of the structures on the Lots shall be subject to the provisions of the Bylaws and any other rules and regulations adopted by the association.
- (d) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised bred, or kept in any Lot or in the Common Properties, except that dogs, cats, or other household pets may be kept in Lots, subject to the rules and regulations adopted by the Board. Restrictions regarding dogs, cats and other household pets shall be as set forth in the Bylaws of the Association.

(e) No noxious or offensive activity shall be carried on in any Lot or in the Common Properties, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the other Lot Owners or occupants.

(f) The Common Area and the Lots shall be kept free and clear of rubbish, debris, junk, non-yard-related property and other unsightly materials. Owners shall maintain and keep trimmed all grass areas, bushes, shrubs and trees within the Owner's Lot.

(g) No tractor-trailers, other trailers, commercial vehicles (except passenger automobiles, vans or similar vehicles used in the Lot Owner's business), construction equipment not being currently used for the construction, motor homes, recreational vehicles, junk or scrap vehicles which are not operational, or jet skis or other personal water craft, shall be permitted to be permanently parked in or on any street or private driveway or on any Lot, or in any common area. Other restrictions regarding parking on The Properties shall be as set forth in the Bylaws of the Association.

(h) Vehicles parked in unauthorized areas or in any manner impeding or preventing ready access to the property shall be towed from the premises at the expense of the respective Owner of such vehicle so parked. The Board of Directors, or any authorized employee, may order such removal on behalf of the Board of Directors after giving reasonable notice to the Owner of the vehicle to remove such unauthorized parked vehicle, if such Owner is known, and shall not be liable for any costs, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. Notice is not required prior to removing a vehicle blocking a roadway or impeding access by emergency vehicles.

(i) In addition to the foregoing, the use of the Common Area shall be subject to the Bylaws and such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

**Section 2. Rights and Duties of Owners Who Lease Lots.** Any Owner in the Association may lease or rent his/her Lot to others without oversight or permission from the Association subject to the following:

(a) The terms of such lease shall expressly provide that the tenant acknowledges and agrees that his/her use and occupancy of the Lot shall be subject, in all respects, to the provisions of this Declaration, the Bylaws, and the rules and regulations promulgated by the Association. The Owner shall not permit the occupancy to exceed the number permitted by the Lincoln Municipal Code.

(b) The Owner of the property shall make reasonable efforts to instruct the tenant in the covenants and restrictions of the Association and notify the tenant that violations of such restrictions or covenants may result in the lease being terminated.

(c) The Owner shall make reasonable efforts upon complaint by two (2) or more members of the Association that covenants and restrictions are being violated to undertake to rectify those violations of the tenant or tenants or persons under the tenants control. If such violations continue, the Owner agrees to terminate the lease and/or evict the tenant at the request of the Board

(d) The Owner specifically assents that ongoing violations of the covenants, restrictions or any terms that the lease shall vest the Association with right to commence eviction proceedings against the tenant on behalf of the Owner who shall hold harmless and indemnify and pay all expenses reasonably incurred by the Association in effectuating or attempting to effectuate an eviction for violation of the restrictions, covenants, or terms of the lease by the tenant or tenants or persons within the tenants' control.

## **ARTICLE X Insurance**

**Section 1. Duty to Obtain Insurance, Types.** The Board of Directors or the Association shall maintain, to the extent reasonably available, unless otherwise waived by all Lot Owners:

(a) Property insurance on the common property including the common elements insuring against all risks of direct physical loss commonly insured against. The policy shall be in an amount equal to One Hundred Percent (100%) of current replacement costs, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(b) Liability insurance, in an amount determined by Board, covering all occurrences commonly insured against for death, bodily and property damage arising out of or in connection with the use, Ownership, or maintenance of the common elements.

(c) Workmen's compensation insurance on employees.

**Section 2. Premiums.** Insurance premiums for any blanket insurance coverage and any other insurance coverages, shall be a Common Expense to be paid by assessments levied by the Association.

## **ARTICLE XI General Provisions**

**Section 1.** It shall be the general obligation and duty of the Association to properly maintain and repair all Common Areas, and the walks, drives, open drainage areas, parking areas, parking islands and all structures and improvements therein, in accordance with

reasonable standards as generally required by The City of Lincoln, and nothing in this Declaration shall be construed as any limitation upon the authority of The City of Lincoln to enter upon said property and perform necessary maintenance should the Association fail to do so, and to assess the property with the cost thereof.

**Section 2.** The Association, any member thereof or the City of Lincoln, shall have the right to enforce, by proceedings 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, any member thereof or the City of Lincoln to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 3.** Any firm, person, corporation or other entity which shall succeed to title of any Owner through foreclosure of a mortgage or other security instrument or through other legal proceedings, shall upon issuance of the official deed to any Lot, become thereupon a member of the Association and succeed to the rights, duties and liabilities of the previous Owner as herein provided. Conveyance by such person, firm, corporation or other entity shall pass membership in the Association to the buyer as herein provided.

**Section 4.** The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, or by their respective legal representatives, heirs, successors and assigns.

**Section 5.** This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any instrument amending, modifying, abrogating or canceling these protective covenants pertaining to the structure, existence or financing of the Homeowner's Association must be approved by the City Attorney's Office in writing and recorded before it shall be effective.

**Section 6.** Hold Harmless and Indemnification. Each Owner shall be liable to the Association for any damage to the Common Area of any type or to any equipment or facilities thereon which may be sustained by reason of the negligence of said Owner, his/her tenants, guests or invitees, to the extent that any such damage shall not be covered by insurance. Nothing herein shall be construed to relieve a tenant, guest or invitee of their liability to the Association for any damage.

**Section 7.** Non-liabilities and Indemnification. No right or power conferred on the Board of Directors, by virtue of this Declaration or by the Articles of Incorporation or Bylaws of the Association shall be construed as a duty, obligation or disability charged upon the Board of Directors or upon any individual member thereof, and except for injuries arising out of malicious acts of any director, no such director or member shall be liable to any person for his/her decisions or failure to act in making decisions as a director. The Association shall pay all expenses incurred by, and satisfy any judgment or fine rendered or levied against, any person who is or has been a director, officer, employee or committee member of the

Association in any action brought by a third party against such person (whether or not the Association is joined as a party defendant) to impose a liability or penalty on such person while a director, officer, employee or committee member of the Association; provided that the Board of Directors of the Association determines in good faith that such director, officer, employee, or committee member was acting in good faith within what he reasonably believed to be the scope of his/her employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments include amounts paid and expenses incurred, including attorney fees, in settling any such action or threatened actions. This provision shall be construed to provide for such payments and indemnification to the fullest extent permitted by the provisions of the applicable laws.


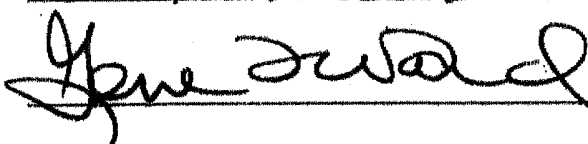
**Section 8. Notices.** Notices required or permitted to be given to the Board of Directors or any Lot Owner may be delivered to any member of the Board or such Lot Owner either personally or by mail addressed to such Board Member or Lot Owner at the mailing address provided to the Board or Association. Notices required to be given to any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered. Notice to first mortgage holders will be given if required, or if a request for notice has been filed with the Association. All such notices shall be by first class mail, postage prepaid.

**Section 9. Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof as may be determined by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

#### **CERTIFICATION:**

The undersigned, being all of the members of the Board of Directors of Wellington Greens Homes Association, Inc., a Nebraska Non-Profit Corporation, hereby certify that the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Wellington Greens Homes Association, Inc. was duly adopted pursuant to the provisions of Article XII Section 5 of the Original Declarations dated March 20, 1967 and that pursuant to Article XIV, Paragraph 3 of said aforementioned original Declarations, attached hereto is a certificate signed and sworn to by the Lot Owners representing at least 75% of the total possible votes.

WELLINGTON GREENS HOMES ASSOCIATION,  
INC., A Nebraska Non-Profit Corporation

  
\_\_\_\_\_  
  
\_\_\_\_\_





# WELLINGTON GREENS HOMES

## COVENANTS, CONDITIONS and RESTRICTIONS

Pages 1-15 Covenants

Pages 16- 146 Signatures of 75% of lot owners

Pages 147-149 Mayors Executive Order

Pages 16-146 omitted

Filed with Register of Deeds

April 6, 2001

✓

11-7-00/tb

Smart# 110175

EXECUTIVE ORDER NO. 61096

BY VIRTUE OF THE AUTHORITY VESTED IN ME By the Charter of the City of Lincoln,  
Nebraska:

The attached approval of the City of Lincoln to the Amended Declaration of Covenants,  
Conditions and Restrictions of Wellington Greens Homes Association, Inc. is hereby approved and  
I have executed said Approval on behalf of the City of Lincoln.

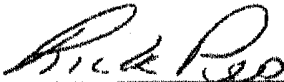
The City Clerk is directed to return an original of this Approval to Rick Peo, Chief Assistant  
City Attorney for transmittal to Wellington Greens Homeowners Association, Inc.

DATED this 27<sup>th</sup> day of November, 2000.



\_\_\_\_\_  
Mayor Don Wesely

Approved as to Form and Legality:



\_\_\_\_\_  
Chief Assistant City Attorney

Staff Review Completed:



\_\_\_\_\_  
Administrative Assistant

✓

