

Welcome
to



Homes Association, Inc.

Established 1967

Bylaws

Updated September 2024

**BYLAWS OF
WELLINGTON GREENS HOMES ASSOCIATION, INCORPORATED
General revision September, 2001
Further updates through July, 2021
Updated 2024**

I

OFFICES

The principal office of the Corporation, hereafter referred to as the Association, in the State of Nebraska shall be located in the City of Lincoln, County of Lancaster. The Association shall have and continuously maintain in the State of Nebraska a registered office, and a registered agent whose office is identical with such registered office, as required by the Nebraska Nonprofit Corporation Act. The registered office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

II

MEMBERSHIP AND VOTING RIGHTS

Membership shall be provided in the Declaration of Covenants, Conditions, and Restrictions (“Declarations”), and the Articles of Incorporation (“Articles”).

III

MEETING OF MEMBERS

The Annual meeting of the members of the Association, for the election of Directors and for the transaction of such other business as may properly come before the meeting, shall be held each year between October 1 and the 1st Monday in November, at such place, date and hour as the Board of Directors shall designate. Special meetings of the members may be called at any time by the President and shall be called by the President upon written request of 25% of the members. Notice of all meetings of the members shall be given in writing not less than 15 days nor more than 60 days prior to the date set for the meeting. Such notices shall be emailed or mailed to each member as shown on the records of the Association.

A member may appoint any other member of the Association as a proxy. Any proxy must be in writing and be filed with the Secretary at least 24 hours before the appointed time of the meeting for which the proxy is held.

A quorum shall be constituted as 15% of the membership for voting purposes on the agenda items. Any actions brought before the members at the annual meeting that is not on the agenda requires a quorum of 1/3 of the residents per the Nebraska Non-Profit Corporation Act. (Article III).

A majority of votes cast on a matter at a meeting at which a quorum is present shall be necessary for any action of the membership unless a greater proportion is required by law, the Declarations, or these Bylaws.

Voting at all annual or special meetings of the members shall be by raising of hands, except that upon a motion duly passed, or at the discretion of the President, a vote by written ballot may be required. A written ballot shall be used for election of Directors.

IV

BOARD OF DIRECTORS

The business and conduct of the Association shall be regulated by a Board of Directors, which shall be comprised of six Directors.

At each annual meeting the members shall elect two Directors for the term of three years.

Should a vacancy occur on the Board of Directors, it shall be filled by a majority vote of the remaining Directors, and any such Director so elected shall hold office only during the unexpired term of his/her predecessor.

V

ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS

The President shall, at least 60 days prior to the annual meeting, appoint a Nominating Committee which shall consist of one member of the Board and two members from the membership at-large. This committee shall within 30 days from appointment, select two nominees for each position on the Board of Directors to be elected.

Other nominations for election to the Board must be made in writing, signed by at least 30 members and accepted in writing by the person nominated. All such nominations must be received by the Secretary at least five days prior to the meeting at which the election is to be held. No nominations may be made from the floor.

VI

OFFICERS

The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer who shall be elected for one year by the Directors, and who shall hold office until successors are elected and qualified. The President of the Association shall preside at all meetings of the members and the Directors and shall execute, on behalf of the Association, all legal documents as may be authorized by the Board of Directors, subject to any limitations as provided by the Articles, and the President shall perform all other duties as are incumbent to his/her office, or as are properly required by the Board of Directors. The Vice-President shall perform the duties of the President in all cases of the absence or disability of the President. The Secretary shall keep minutes of all meetings, have custody of all of the records of the Association, and shall perform all other duties as are incident to the office or as are properly required by the Board of Directors. The Treasurer shall have custody and control of all of the funds of the Association subject to such rules, orders, and regulations as the Board of Directors may prescribe. The Treasurer shall perform all other duties as are incident to the office or as are properly required by the Board of Directors.

The Association, upon vote of the Board of Directors, and consistent with Neb. Rev. Stat., sections 210-1966 to 21-19104, and as amended hereafter, may indemnify any Director, or Officer, or former Director or Officer, or any person who may have served at its request, against the reasonable expenses, including attorney fees, judgments, and amounts paid in settlement, actually and necessarily incurred by such person in connection with the defense or settlement of any civil claim made as a result of performing duties on behalf of the Association.

VII

REMOVAL

Any Officer or other member of the Board may be removed by the Board of Directors or a majority of the members eligible to vote at a general meeting.

VIII
COMMITTEES

The Board of Directors by resolution may designate and appoint one or more committees. Each committee shall consist of a Chair, who is a Board member and two or more from the membership-at-large. These committees shall have and exercise such authority as the Board of Directors shall from time to time direct or the Bylaws shall grant. The designation and appointment of any such committee and delegation of authority shall not operate to relieve the Board of Directors, or any individual Director of any responsibility imposed by Law.

Other committees may be designated by a resolution of the Board of Directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association appointed by the President.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

A. The Architectural Committee shall:

1. Enforce, in conjunction with the Board of Directors, Article VII Architectural Controls and Article VIII Exterior Maintenance of the Covenants.
2. Every 3 years, with the Landscaping Committee, carry out an Annual Compliance Review of all 277 units architecture and landscaping.
3. Recommend to the Board of Directors the adoption, repeal, or amendment of architectural controls.
4. Advise the Board of Directors of any activities or situations which may adversely affect the residential value of the property owned by the members of the association.
5. Advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the property & buildings in the Association.

B. The Bylaw Committee Shall:

1. Review and edit Bylaws when deemed necessary. Board approval required.

C. The Concrete Committee shall:

1. Maintain an inventory of necessary repairs and recommended improvement of all concrete surfaces in the common area of Wellington Greens.
2. The Committee shall prepare annually a prioritized list of concrete work to be done.
3. In consultation with the Treasurer, the Concrete Committee will determine what funds are available to accomplish concrete work during the fiscal year, and arrange for the work to be accomplished in accord with the prioritized list of needs.

D. The Court Captain Committee shall:

1. Keep updated roster of specific court's owners and contact information.
2. Inform owners & renters in court of happenings in Wellington Greens.
3. Communicate to Board any necessary court happenings.

E. The Finance Committee shall:

1. Be advisory to the Board of Directors concerning the overall financial condition of the Association, including consideration of means of increasing revenue and reducing expenditures;
2. Present to the Board its recommendations for an annual budget of the Association for the next fiscal year;
3. Make recommendations to the Board of the amount of the annual assessment required to balance the annual budget, meet the obligations of any special assessments previously approved, accomplish the long-term goals of the Association, and insure the financial health and stability of the Association in the foreseeable future.
4. Make the recommendations noted in items 2 and 3 in a timely fashion so that the Board may take action as appropriate to meet the obligations of announcing the amount of the annual assessment by September 1, as provided in the Covenants.
5. Be responsible for suggesting materials for distribution to inform the members of the Association concerning the financial status of Wellington Greens, and to inform members when actions may be taken by the Board regarding the budget and consideration of the annual assessment

F. The Golf Committee shall:

1. Establish rules and regulations for golf course. Board approval needed.
2. Make fee schedule recommendations to the Board.
3. Promote the golf course and strive to increase revenue.
4. Sponsor social activities centered on the golf course.
5. Monitor the course.
6. Administer the memberships, tags and special events.

G. The Landscape Committee shall:

1. Enforce, in conjunction with the Board of Directors, the upkeep of owners front and back ground level spaces.
2. Every 3 years, with the Architecture Committee, carry out an Annual Compliance Review of all 277 units architecture and landscaping.
3. Approve, in conjunction with the Board of Directors, landscape uses and controls in the Common Area.
4. Recommend to Board of Directors the adoption, deletion, or amendment of landscape controls.
5. Advise the Board of Directors of any activities or situations that may adversely affect the rights, safety, or enjoyment of the Common Area by owners, families and guests.
6. Advise the Board of Directors on all matters pertaining to the maintenance, repair, and improvement of landscaping in the common area.

H. The Long-Range Planning Committee shall:

1. Develop and recommend for Board approval a long-range capital improvement plan for the maintenance and improvement of the Common Area. The plan shall identify the needs of the Association and recommend priorities for solution.
2. Periodically update the long-range capital improvement plan.
3. Advise the Board on special capital projects as requested.

I. The Rentals Committee shall:

1. Keep track of and inform new renters of Covenants, Bylaws and General Rules of WGHA.
2. Be contact for owners and renters in WGHA per any rental situation.
3. Report to the Board any necessary rental issue in WGHA.

J. The Social Committee shall:

1. Provide opportunities for Wellington Green residents to meet and socialize with each other in order to build a sense of community and enhance the experience of living in Wellington Greens.
2. Through donations, raise money to pay expenses to conduct social activities for residents and guests of Wellington Greens.
3. As requested and authorized by the Board, conduct social activities to raise money to contribute to the financing of the updating/remodeling of the Wellington Greens clubhouse or other improvements to the property owned by the Wellington Greens Home Owners Association.

IX

SELLING AND PURCHASING

1. Owner's selling a unit, For Sale by Owner or by an Agent, are to direct Realtors and potential buyers to the www.wellingtongreens.net website to review WG HA Covenants, Bylaws, General Information and commitments to the HOA.
2. "For Sale" signs cannot be placed in any common area, only within the 4 feet of the property's boundaries.
3. New Owners and Residents/renters of a unit are to review Wellington Greens Covenants, Bylaws, General Information, and commitments to the WGHA located at www.wellingtongreen.net. The owner(s) of the property hold sole responsibility for keeping the property in compliance with the covenants and bylaws of the association.

X

RENTALS

1. Owners and Rental Managements companies must abide by the Rights and Duties of Owners Who Lease Lots found in the Covenants, Article IX Use Restrictions, Section 2.
2. Rentals of 1 year or longer are allowed in Wellington Greens units. No short-term rentals.
3. Owners and or Rental Management Companies must inform renter to review the Covenants and Bylaws and have them abide by them.
4. Wellington Greens has the right to evict Renters who are not abiding by the Covenants, Bylaws or City of Lincoln ordinances.

XI

ARCHITECTURAL AND LANDSCAPE CONTROLS

In addition to the architectural and landscaping controls and use restrictions specified in the Declaration of Covenants, Conditions and Restrictions (specifically, but limited to Article II: Property Rights in the Common Area, Article VII: Architectural Control, Article VIII: Exterior Maintenance, Article IX: Use and Restrictions.) the following controls shall apply to all property subject to such covenants, conditions and restrictions.

A. Annual Architecture and Landscaping Compliance Survey

1. Every 3 years, the Architecture and Landscaping Committees conduct a survey of all 277 units in Wellington Greens for compliance. Those units found not in compliance to the exterior specifications for architecture and landscaping will be given 6 months to comply back into compliance. If after 6 months an owner refuses to bring their property back in compliance Article VIII, Exterior Maintenance will apply.
2. In the years between surveys, owners may be contacted about exterior work and non-compliance issues.

B. Exterior Architecture Specifications for the Association

1. Each Court has specifics per fencing, garage doors, gutters/downspouts, paint colors/siding, roofing, and windows. Contact the Court Captain of the court or the Architecture Chair for more information.
2. Architectural approval is needed in advance before any NEW exterior work on a unit is carried out. Please contact the Architecture Chair for approval BEFORE starting any new exterior work.
3. **Any owner who carries out non-approved exterior changes will be made to conform to the Covenants & Bylaws at the owner's expense.**
4. Owners wanting to repair any existing exterior architectural features do not need Architectural approval, as long as their unit is in compliance and following courts specifications. Please make sure your unit is currently in compliance before repairing.
5. All furnace flues, flashing, roof edging, and plumbing vents that protrude from the roofs should be prime coated and painted to blend with the roof or trim color.
6. General architectural rules apply to all units per fencing, garage doors, gutters/downspouts, paint colors & siding, roofing, and windows (see below). In a case where general rules may not apply, individual situations or problems must be discussed with the Architecture Chair and Committee and possibly the Board.
 - a. Fencing
 - i. Fencing for any unit cannot extend beyond the unit's property lines. Property beyond is Common Area and cannot be partitioned per the Covenants, Article II: Property Rights in the Common Area, Section 4 - Partition Forbidden and Section 5 - Encroachment.
 - ii. All fencing needs approval before installing. Fence placement cannot be based on a neighbor's current fence placement. If property lines are in questions, the owner needs to submit a certified survey, at the owner's expense.
 - iii. Invisible fences are not allowed on Common Area.
 - b. Garage doors
 - i. If living in Court without sameness (the entire court/or building do not match in color), garage doors need to be insulated steel with no glass, but the garage door colors can vary. Architecture approval is needed if an owner wants to change the current garage door paint color.

- ii. If living in a Court with sameness (the entire court/or building match in color), garage doors need to be insulated steel with no glass and the paint color on the garage door and trim need to match the connecting units in the building, according to the given courts/building's specifications.
- c. Gutters/Downspouts:
 - i. Many buildings have poor gutter and downspout systems, with only downspouts on either end of a building, but none on interior units. Owners of units without gutters can add them, either when reroofing or as deemed necessary. Architectural approval is needed before doing so.
 - ii. Paint colors of gutter and downspouts are based upon each court's specifications.
- d. Paint colors & Siding
 - i. Each of the 20 Wellington Greens Courts have exterior paint colors & or siding type and colors requirements. Contact the respective Court Captain or Architecture Chair for current paint color or siding requirements.
- e. Roofing
 - i. New Roofing/Reroofing:
 - a. All connecting units in a building must replace roofing at the same time with the same shingle. A single unit in a building is not allowed to reroof without approval from the architecture committee.
 - b. Architectural approval is needed whenever a new roof or reroofing on a building is required. Owners are required to submit a change form to the Chair of Architecture.
 - c. The Board specifies that laminate shingles be used when replacing existing asphalt or cedar Mansard shingles.
 - d. Those buildings in a court of sameness, where one of the buildings has need of reroofing, are not required to reroof with the approved shingle until one or more units under their roof need reroofing.
 - e. If a new roof is installed on a single unit without Architectural approval, Article VIII: Exterior Maintenance of the Covenants will be enforced.
 - ii. Existing Roofing
 - a. Repairs of shingles on single units with the same approved shingle do not need Architectural approval, as long as the repairs don't affect neighboring units' shingles. This does not include reroofing. See i. New Roofing and Reroofing above.
 - b. If repairs of shingles are done with non-approved shingles, Article VIII: Exterior Maintenance of the Covenants will be enforced.
 - iii. Flat Roofs
 - No approval is needed when repairing or replacing the "liner" on a flat roof. When working on or replacing a flat roof, contact all neighbors in the same building to see if they are interested in working on/replacing at the same time. This saves money for all involved.

- Please have the roofing company enter from the paying owner's unit, stay off neighboring roofs and make sure the roofers clean up and do not cause any property damage to other units.
- f. Windows and Doors:
 - i. Architectural approval is needed in advance if wanting to change the size, placement, or color of existing or new windows and doors in all units.
 - ii. No Architectural approval is needed if replacing a window or door with the same size, shape, and color. How the window opens can be owner's choice.
 - g. Changes to Courts Exteriors:
 - i. Courts can change in exterior color and/or materials, including but not limited to paint colors, fencing, gutters & downspouts, siding, roofing, and windows, with a 2/3 majority vote of owners. The Architectural Committee must be involved in the entire process and approve the changes. Board approval, by majority vote, is required.
 - ii. It is recommended the work is completed at the same time with all units in the same building.
 - iii. Owners of units can choose not to complete the changes at the same time as other owners/units in their court/building. They have up to two years to complete the work from the agreed upon date, as long as their unit is currently in compliance.
7. All roll-off containers, container pods and any other structures may not be left in the common area for more than 30 days without permission from the Board of Directors.
 8. All home remodels must be completed within six months from start date, unless an extension is approved by the Board.
 9. Installation of large TV or radio antennas on roofs is prohibited. Smaller units, including satellite TV dishes are permitted; however, the location and size of the antenna or device must be approved by the Architectural Committee.
 10. AC exterior Fan units: No AC fan may extend beyond the property lines of a property. Most owners' lot lines are their back fence line and extend to four feet in front of their garage. Units on the sides of a building have lot lines that extend four feet from the side of the building on the open side. If in disagreement of property lines, owners must provide a certified survey from a licensed company showing otherwise.

C. Landscaping Specifications for the Association

1. Underground water systems may be installed after approval by the Landscaping and the Superintendent of Grounds and Greens. Responsibility for any repairs remains with the unit owner installing the sprinkler system and subsequent buyers
2. New plantings in the common area beyond property lines are not permitted unless approved by the Board. Failure to obtain permission may result in removal at the owner's expense.
3. Care and good judgment must also be used in planting, watering, and maintaining trees and shrubs in private area. Plantings that may damage walls, retaining walls, basements, foundations, or roofs of adjoining units may not be used.
4. No more than eight inches of concrete foundations should be exposed above the finished grade.

D. Construction, Replacement, and Repair of New and Existing Retaining Walls

- a. The Board agrees that some retaining walls are located partially on private property and partially on common area.
- b. New and replacement walls located partially on private property and partially on common area shall be constructed as described in the Material Guide provided for the owners of Wellington Greens property or alternative materials at the option of the Board.
- c. The replacement or construction of new walls shall be completed upon approval of the Board.
- d. The cost of replacing an existing wall or building a new wall shall be paid equally by the Association and the abutting owner.
- e. The Board agrees that some retaining walls are located fully on common area. The cost of construction of a new wall or replacing or repainting a wall that is located in the common area and benefits no specific owner shall be paid by the Association.

XII

USE RESTRICTIONS

In addition to the architectural and landscape controls provided in the Declaration, the following controls shall apply to all members, tenants, guests, and occupants subject to such covenants, conditions, and restrictions.

1. The Board of Directors maintains jurisdiction in the matter of placing signs or other structures in the Common Area. No signs are allowed in the common area, except association-sponsored activities, and signs placed in private area may be no larger than 2 feet by 2.5 feet, the size of a real estate sign.
2. Dogs are not allowed to run free in the Common Area. Animal Control will be asked to serve citations to owners of dogs that are not on leashes in accordance with the City Ordinance.
3. Pet owners are responsible for cleaning up after their pets. Pet owners who let their dogs out on their private lots should clean their property daily, so as to not offend neighbors who are in close proximity.
4. To protect the longevity of the concrete, no trucks larger than single-axle trucks may enter the courts/common area.
5. No propane tanks are allowed, except grills, without the approval of the Board.
6. Any Wi-Fi or television wires must be buried within two (2) weeks of installation or Association may have service removed. If unit is a rental, service installation must be approved by the Owner.
7. All garbage and recycling containers will be kept out of sight of the street, the neighbors and the common area except on pickup days.
8. All garage doors are to be kept closed unless the garage is in use.
9. Any resident caught feeding or enticing any wild animals, with the exceptions of birds, will be reported to the Animal Control.

XIII
PARKING

- a. The parking spaces in front of each unit's garages are not the unit owner's property, it is common area owned by the HA. As a general rule, no one but owners park in front of their own garages.
- b. Residents should keep cars or other obstructions off the parking area during snow removal time. Snow is removed from in front of garage doors leaving a space of 12" to 18" in order to avoid making contact with garage doors.
- c. No member shall park or allow the parking of any of the following vehicles in the common area parking lots, on any street or in front of garages for longer than 24 hours without written approval of the board: travel or motor homes (RUV) greater than 21 feet in length or greater than 7 feet in width and weighing more than 6,000 pounds, trailers, pick up campers or boats. Violators will have their vehicles towed away at their expense.
- d. Parked cars and other vehicles must not block the sidewalks or common driveways. Vehicles blocking driveways are safety hazards, as access is needed for emergency vehicles, and they shall be subject to towing as specified in the Declarations.
- e. Personal vehicles should be parked in garages whenever possible. Licensed and operational motor vehicles may be parked in the common area parking area for no more than ten (10) days without being moved at least one parking stall. No more than one (1) vehicle per residence may be parked in the common area parking for more than ten (10) days unless approved by the Board of Directors. If a resident's vehicle is not moved within a 10-day period, the Board can place a tow notice on the vehicle and tow in 72 hours.
- f. In cases where additional parking spaces are needed, for example: due to the number of drivers living in a unit, a formal request needs to be submitted to the Board for approval.
- g. Unregistered vehicles or vehicles that do not run shall not be parked in common parking areas. Such vehicles may be towed at the owner's expense if not moved within 48 hours after a warning from the Board.
- h. A vehicle that does not have a legal right to park in the Visitors Parking lot, (a car that does not belong to a resident or visitor of Wellington Greens), should not be parked in any of our Visitor Parking areas at any time. The Board may call the police and have the vehicle ticketed or attach a tow notice to said vehicle and tow within 24 hours.

XIV
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

The Board of Directors may authorize by resolution any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

All checks, drafts, or order for payment of money, notes, or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

The Board of Directors may accept or reject on behalf of the Association any contribution, gift, bequest, or device for the general purposes for any special purpose of the Association.

XV

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committee having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his/her agent or attorney for any proper purpose at any reasonable time.

XVI

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of October and end on the last day of September in each year.

XVII

ASSESSMENT OF MEMBERS

The Board of Directors shall, in accordance with the Declarations, determine the dues and assessments to be paid by members, and shall have full power to take necessary action to enforce the payment of the same. A \$25 late charge, as determined by the Board, plus an annual interest rate of 8% will be made if an assessment is not paid within 30 days after its due date; the charges will continue to accumulate. Any account more than 90 days in arrears will automatically have all privileges of the Association revoked, including but not limited to, clubhouse use, golf course use and voting rights.

XVIII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Nebraska Nonprofit Corporation Act or under the provisions of the Articles of Incorporation, or of the Bylaws of the Association, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of notice.

XIX

AMENDMENTS TO BYLAWS

Amendments to these Bylaws consistent with the Articles of incorporation may be made by the Board of Directors at any regular or special meeting. Homeowners will be notified prior to a meeting at which the Board approves bylaw changes, giving the new language proposed by the Board.