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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF**

**WEDGEWOOD TOWN HOMES ADDITION,  
 WEDGEWOOD PHASE III,  
 WEDGEWOOD PHASE III REPLAT,  
 WEDGEWOOD PHASE III REPLAT 2,  
 WEDGEWOOD PHASE IV, AND  
 LOT 1, BRANDON PARK ADDITION**

Additions to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (this "Declaration") is made and executed this 2 day of May, 2017 by the Wedgewood Owners' Association, Inc., a Nebraska Non-Profit Corporation. This Declaration supersedes and replaces in its entirety any prior Declaration of Covenants, Conditions and Restrictions for the Property, including the Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions dated August, 10, 1987 and recorded December 16, 1987 in Book 834 of Miscellaneous Records at Page 610 in the Office of the Register of Deeds of Douglas County, Nebraska and the Supplementary, Amended and Restated Declaration of Covenants, Conditions and Restrictions dated May 1, 1999 and recorded October 12, 1999 in Book 1312 at Page 121 in the Office of the Register of Deeds of Douglas County, Nebraska.

**RECITALS:**

This Declaration imposes certain covenants, conditions and restrictions on the following described property in Douglas County, Nebraska, to-wit:

Lots 1 through 43 and 45 through 49 and Outlots 1 through 8, Wedgewood Town Homes Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

59-41690

RETURN: Donald Johnson  
934 S. 119 Plaza  
Omaha, NE 68154

402-960-8240

Lots 50 through 52, 67-69 and Outlots 10, 11 and 12, Wedgewood Phase III, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Lot 1, Wedgewood Phase III Replat 2, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded. 59-41685

Lots 70 through 81, Wedgewood Phase III Replat, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded. 59-41688

Lots 1 through 5, Wedgewood Phase IV, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded. 59-41686  
59-41687

Lot 1, Brandon Park Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded. 59-04423

Lot 1 and Outlot 2, Wedgewood Town Homes Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded. 59-41691

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the Association does hereby declare that all of the Property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property as well as any other properties submitted hereto as provided herein, and shall be binding on all parties having any right, title or interest in the Property, and any part thereof, or any property hereafter annexed hereto, their heirs, successors, and assigns, and shall inure to the benefit of each Owner hereof until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated in accordance with the provisions of the By-Laws.

## ARTICLE 1 DEFINITIONS

1.1 "Annual Meeting" shall mean the annual meeting of the Members held during the month of November of each calendar year at a time and place to be determined by the Board.

1.2 "State of the Association Meeting" will be held annual in May of each year at a time and place to be determined by the Board.

1.3 "Architectural Control Committee" shall mean an architectural committee composed of three or more representatives appointed by the Board of Directors of the Association. If an architectural committee has not been appointed, the Board of Directors shall perform the duties of the Architectural Control Committee.

1.4 "Association" shall mean and refer to Wedgewood Owners' Association, Inc., a Nebraska Non-Profit Corporation, its successors and assigns.

1.5 "Board of Directors" or "Board" shall mean the board of directors of the Wedgewood Owners' Association.

1.6 "Common Area" shall mean all the portion of the Lots intended for the nonexclusive use in common by the Owners and their guests. Common Areas shall include, but not be limited to, common utility lines and systems, designated parking areas, streets, lanes, walkways and sidewalks, as may exist from time, and any other areas designated as common areas by the Association. As of the date of this Declaration, the Common Areas are legally described as:

Lot 33 and Outlots 1 through 9, Wedgewood Town Homes Addition, Outlots 10, 11 and 12, Wedgewood Phase III; Lot 5, Wedgewood Phase IV; as surveyed, platted and recorded in the office of the Register of Deeds of Douglas County, Nebraska.

1.7 "Director" shall mean an individual elected or appointed by any other name or title to act as a member of the Board.

1.8 "Lot" shall mean and refer to any plot of land designated by number and shown upon any recorded subdivision map or plat of the Property with the exception of the Common Area, upon which is constructed a dwelling.

1.9 "Member" shall mean and refer to each Owner of a Lot entitled to vote pursuant to the terms of the By-Laws. Each Lot shall be entitled to one (1) vote, regardless of the number of Owners of said Lot. In the event there are multiple Owners of a Lot, or the Owner is not an individual, the Owner(s) shall be required determine who shall cast the Member's vote for the Lot at any regular or special meeting of the Members of the Association.

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 Lot which is part of the Property, but excluding those having an interest merely as security for the performance of an obligation. The term Owner is further restricted to individual owners of record actually residing in the dwelling on the said Lot as provided in 8.1 and the trustors and beneficiaries of any Lot held in trust actually residing in the dwelling on said Lot.

1.11 "Property" shall mean and refer to the real property subjected to this Declaration, which property is described as follows:

Lots 1 through 43 and 45 through 49 and Outlots 1 through 8, Wedgewood Town Homes Addition, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; Lots 50 through 52, 67-69 and Outlots 10, 11 and 12 Wedgewood Phase III, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; Lot 1, Wedgewood Phase III Replat 2, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; Lots 70 through 81, Wedgewood Phase III Replat, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded; Lots 1 through 5, Wedgewood Phase IV, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, and Lot 1, Brandon Park Addition, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded. Lot 1 and Outlot 2, Wedgewood

Town Homes Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

1.12 "Recreational Facilities" shall mean the clubhouse ("Clubhouse"), tennis courts, swimming pool ("Pool"), and any other recreational equipment or facilities which may be constructed, altered or improved by the Association, in the Association's sole discretion.

1.13 "Unit" shall mean a town home constructed on any Lot, whether or not the same shares a party wall with any one or more additional town homes. Unit owners are considered Owners and Members in the same manner as all other Lot Owners, and each individual Unit shall be considered a Lot unless the context provides otherwise.

1.14 In addition to the definitions set forth above, there are other defined terms set forth elsewhere in this Declaration.

## **ARTICLE 2 PROPERTY RIGHTS**

2.1 OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1. The right of the Association to charge reasonable admission, management fees, and other fees for the use of the Recreational Facilities, including the right to charge the Owner or any guest of an Owner for all damages to or occurring on the Recreational Facilities;

2.1.2. The right of the Association to suspend the voting rights and the right to use of the Recreational Facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid and for a reasonable period as determined by the Board of Directors of the Association for any infraction of its published rules and regulations;

2.1.3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) vote of the Members agreeing to such dedication or transfer has been recorded; and

2.1.4. The right of the Association to extend the non-exclusive right and easement of enjoyment granted by this Article to the Owners of Property hereafter annexed hereto and made subject to this Declaration.

2.2 DELEGATION OF USE. No Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family or to his guests. Owners must be present at the Recreational Facilities with their guests at all times, and Owners shall limit the number of guests present at the Pool to six (6) per Owner. Adult children (age 21 and older) not living with a resident parent may use the Pool without a resident parent as long as their names have been submitted to the Association Pool Committee, or Board if no such committee is available prior to using the Pool. Adult children shall not be permitted to bring guests, since

only the resident Owners are permitted to bring guests. If adult children wish to bring guests to the Pool, the resident parent must be present.

2.3 CLUBHOUSE RENTAL. No Owner shall be permitted to rent the Clubhouse without executing a "Clubhouse Rental Agreement" in a form prepared by the Association.

2.4 OWNERS' EASEMENTS FOR ACCESS. Every Owner shall have a nonexclusive right and easement in, over, upon and to those portions of the Common Area designated as streets, drives and walkways so as to provide permanent access for each Lot to and from 120<sup>th</sup> Street for pedestrian and vehicular traffic. The easements granted by this Section shall be permanent and perpetual and shall not be subject to the expiration provisions hereinbefore set forth.

### **ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS**

3.1 Every Owner of a Lot within the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Rights. "Members" shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot.

3.3 The Association may assess an initial membership fee to any subsequent Owner who purchases a Lot after the recordation of this Declaration.

### **ARTICLE 4 COVENANT FOR MAINTENANCE ASSESSMENTS**

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Owner and contract purchaser of a Lot within the Property by acceptance of a deed therefor or by executing a contract to purchase for deed, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association the following assessments:

4.1.1. Regular, monthly assessments. Assessments shall be assessed equally, with each Lot paying 1/79<sup>th</sup> of the total cost to the Association (based upon the number of assessed Lots existing on the Property as of the effective date of this Declaration);

4.1.2. Capital expenditure assessments. Assessments shall be established and collected as hereinafter provided which shall be assessed equally, with each Lot paying 1/79<sup>th</sup> of the total cost to the Association (based upon the number of assessed Lots existing on the Property as of the effective date of this Declaration);

4.1.3. Special assessments. Assessments shall be assessed in consideration of the benefit received and to the extent possible shall be uniform in amount as to like Lots, but may vary depending upon the type, size and design of the individual Lot;

4.1.4. Insurance assessments. Assessments on each Lot within the Property for the portion of the insurance premium due with respect to said Lot as hereinafter provided in Article 9 hereof, which insurance assessment shall be assessed as a special assessment and shall be paid each month along with the regular, capital and special assessments with respect to said Lot;

4.1.5. A new owner fee equal to One Hundred Dollars (\$100) upon the purchase of a Lot within the Property; and

4.1.6. Late fees in the amount of Twenty Five Dollars (\$25) may be assessed for any of the charges or fees due from any Owner which are not paid by the due date established by the Association. Such late payments shall also bear interest at a rate of eighteen percent (18%) per annum until paid in full.

The regular, capital expenditure, special assessment and insurance assessments, together with interest, costs, late charges and reasonable attorney fees, shall be and constitute until paid, a continuing charge against and lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorney fees, shall also be the personal obligation of the Owner of such Property at the time when the assessment became due. Any and all outstanding assessments must be paid in full, together with all late fees and interest accrued, upon any change of ownership.

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare, and otherwise provide for their health, pleasure, recreation, safety and other non-profitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance or operation of, or otherwise making available for use, any one or more area entrances or entry structures, swimming pools, tennis courts, clubhouses, and any other recreational equipment, facilities, grounds, or structures; to provide and maintain private pedestrian walkways and access and private vehicular streets and access; to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services; to provide architectural control and secure compliance with or enforcement of applicable covenants, easements restrictions and similar limitations; to provide and maintain private sewers and utilities, conduits, connections, lines, maintenance and services; and to undertake such other activity appropriate, convenient, or necessary to promote or sustain any such interest.

4.3 REGULAR ASSESSMENTS. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail, an annual budget of the working fund for the then anticipated fiscal affairs and general operations of the Association for the coming year, and shall levy and collect monthly assessments from each Lot within the Property which assessment shall be sufficient to fund the budget for the coming fiscal year. The regular assessment shall be assessed equally among all Lots. The budgets and the assessments shall be approved and ratified by the Board of Directors prior to the Annual Meeting of the

Members. The Board shall then present the ratified budget to the Members for approval as provided herein.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS EXTRAORDINARY EXPENSES. In addition to the assessments authorized above, the Association may levy a special assessment applicable to a project for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray in whole or in part, any extraordinary general expenses of the Association, including a charge for interest. Special assessments for capital improvements and extraordinary expenses shall be approved by a majority vote of a quorum of the Members of the Association at any properly called meeting.

4.5 DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS - DUE DATES. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.6 COLLECTION OF ASSESSMENTS. Each Owner shall be required to execute transmatic or similar automatic withdrawal authorizations with respect to all assessments. In the event an Owner fails or refuses to set up an automatic withdrawal authorization, the Owner shall pay to the Association a processing fee of Twenty Five Dollars (\$25) for each payment which is not made through automatic withdrawal.

4.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS – REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of interest upon a judgment for the payment of money pursuant to Neb. Rev. Stat. §45-103 as amended. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Property in the same manner as provided by law for the foreclosure of mortgages. Any such action, whether at law or by way of foreclosure, shall be brought within ten (10) years after the last day of the year or period in which the delinquent assessment became due and payable. No Owner may waive or otherwise escape liability for the assessments provided herein by refraining from using the Common Area or by abandoning or vacating his Lot within the Property. Unpaid assessments shall remain a personal liability of the Owner of the Lot at the time the assessment is assessed against the Lot, even if the Owner subsequently transfers the Lot.

4.8 LIENS FOR ASSESSMENTS OR FINES. All assessments, together with interest thereon, costs and reasonable attorney fees, shall be the personal obligation of the Owner of each Lot at the time when the assessments first become due and payable. The assessments, together with interest thereon, costs and reasonably attorney fees, shall also be a charge and continuing lien upon the Lot in respect of which the assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the assessments become delinquent unless such assessments are expressly assumed by the

successors, but all successors shall take title subject to the lien for such assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments.

4.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first lien of record. The sale or transfer of any Lot within the Property shall not affect the assessment lien. However, the sale or transfer of any Lot within the Property pursuant to mortgage foreclosure, sale under power of sale in a deed of trust, 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 Lot within the Property from liability for any assessments thereafter becoming due or from the lien thereof.

4.10 EXEMPT PROPERTY. All Property dedicated to and accepted by, a local public authority, all Property owned by the Association, and the Common Area shall be exempt from the assessments created herein; provided, however that no Lot which contains a dwelling shall be exempt from said assessments.

4.11 RECORDING. The Association, at its option, through one of its officers or its attorney, may record in the office of the Register of Deeds of Douglas County, Nebraska a duly acknowledged statement or document setting forth the lien claimed for any unpaid assessments. Failure to record the statement of lien or a similar document shall in no way affect the validity of the lien created herein.

## **ARTICLE 5 MAINTENANCE ON DWELLINGS**

5.1 In addition to maintenance upon the Common Area, the Association provides lawn care, tree trimming, shrub trimming, and snow removal of sidewalks and driveways.

5.2 The Owner of each Lot is responsible for all exterior maintenance, including but not limited to the maintenance, repair and replacement of all exterior painting, siding, roof, doors, windows, garage doors and openers, mailboxes, air conditioning condensers and related appliances, fencing, patios and decks, personalized landscape, flowers, and other similar exterior fixtures.

5.3 The Association, its employees and agents shall have a general easement over and upon any Lot and shall have the right to go into or upon any Lot within the subdivision at reasonable times upon reasonable notice for the purpose of performing the maintenance provided by this Article if the Association elects to provide such maintenance.

5.4 In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, or the alteration of any portion of the Lot requiring the approval of the Architectural Control Committee without first obtaining such approval, the Board, or their duly authorized agents, shall have the right to:

5.4.1. Give notice to the offending Owner of the violation or breach.



5.4.2. If such violation or breach continues for a period of thirty (30) days following written notice, enter upon the Lot where such violation or breach exists and summarily remove, at the expense of the Owner thereof who shall pay all such expenses within five (5) days after demand, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration.

5.4.3. Notwithstanding the foregoing, if the cure of such violation or breach cannot reasonably be effected within such thirty (30) day period, the Board shall take no action so long as such Owner has commenced the cure of such breach or violation within such thirty (30) day period and is diligent in pursuing the completion of such cure.

5.4.4. Complaints from other Owners regarding a violation or breach may be made pursuant to Section 11.1 herein.

## **ARTICLE 6 ARCHITECTURAL CONTROL**

6.1 ARCHITECTURAL CONTROLS. No dwelling will be altered, built, constructed or otherwise maintained on any Lot within the Property without the express permission of the Board, with the advice and recommendation of the Association's Architectural Control Committee, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within Lot boundary lines, quality of construction, size, and suitability for clustered residential purposes of such dwellings.

6.1.1. No exterior air conditioning equipment, mail box, antenna, satellite dish, ditch, fence, flag pole, tennis court, deck, patio, kennel, swimming pool, radon mitigation, wall, shed, greenhouse or other structure or associated structures, and no trees or other landscaping in any location will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any Lot within the Property without such approval by the Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered residential purposes.

6.1.2. Plans and specifications shall be submitted by the Owner to the Architectural Control Committee prior to the commencement of any action requiring approval pursuant to this Article 6, and the Architectural Control Committee will provide the same to the Board with the Architectural Control Committee's recommendation. Approval or disapproval by the Board shall be based upon the standards established by the Association, including the standards stated in this Declaration, and approval shall not be unreasonably withheld.

6.1.3. The Board shall use reasonable efforts to approve or disapprove the plans and specifications within twenty one (21) days after such plans and specifications have been submitted for review. If the Board does not approve, disapprove, or provide notice of a reasonable extension of the review period if necessary to approve or disapprove any such final plans and specifications within such twenty one (21) day period, they shall be deemed to be approved as received by the Architectural Control Committee; but neither approval nor disapproval thereof shall constitute any guaranty, warranty or other representation by the

Association as to the feasibility, practicability or structural or other soundness or suitability of any such final plans or specifications or any such proposed building or structure.

6.1.4. Subject to regulations or rules from time to time adopted by it, the Architectural Control Committee shall consider requests for partial or whole waiver of application of any covenants subject to such waiver by the Association and will make recommendations to the Board and the Board will determine whether a permit granting any such request, to the extent consistent with relevant architectural factors of concern to the Association, should be issued.

6.2 VIOLATIONS; REMEDIES. Any deviation from or exception to the architectural controls in the Declaration will be deemed a violation of the Declaration unless the Board votes to allow such deviation or exception by unanimous vote of the members of the Board. Any allowance by the Board will be specific to the deviation or exception before it and shall in no event be deemed a waiver of the right to enforce the architectural controls for any similar deviation or exception. The Board shall have the right to take any action against an Owner for violation of the architectural controls, including, but not limited to:

6.2.1. Binding arbitration, pursuant to the provisions of Section 11.1.7 below.

6.2.2. Assessment of fines, which may be assessed from time to time by the Board for various types of violations that may arise. Fines will be reasonably related to the nature of the violation, as determined by the Board.

## **ARTICLE 7 PARTY WALLS**

7.1 GENERAL RULES OF LAW TO APPLY. Each wall built as a dividing wall between separate dwellings constructed upon the Lots within the Property as part of the original construction of Units shall constitute a party wall to be used by the adjoining Owners as such, notwithstanding the fact that the wall so constructed, through error in construction or settling of the wall, may not be located precisely on the dividing line between the Lots. 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 thereto.

7.2 DESTRUCTION BY FIRE OF OTHER CASUALTY. In the event of the damage or destruction of a party wall from fire, or other casualty, other than the negligence of either adjoining Owner, the Owners shall, at joint expense, repair or rebuild said wall in a good and workmanlike manner, and in compliance with all applicable laws, codes, rules and regulations, and each Owner, his successors and assigns, shall have the right to the full use of said party wall so repaired or rebuilt. If either Owner's negligence shall cause damage to or destruction of said party wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other Owner may have such wall repaired or restored and shall be entitled to have a construction lien on the Lot owned by the Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement cost.

7.3 MAINTENANCE USE AND ALTERATION.

7.3.1. The cost of maintaining the party wall shall be borne equally by the Owners on either side of said wall.

7.3.2. Neither Owner adjacent to said party wall shall have the right to add to or subtract from the said party wall in any manner whatsoever, it being the intention that said party wall shall at all times remain in the same position as when erected.

7.3.3. Each party to the party wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

7.3.4. The expense of maintaining, repairing and replacing that portion of the roof which covers the party wall shall be shared proportionately by both adjoining Owners.

7.4 RIGHT TO CONTRIBUTION RUNS WITH THE LAND. 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 Owners, successors in title.

## **ARTICLE 8 GENERAL RESTRICTIONS**

8.1 SINGLE FAMILY. No Lot within the Property will be occupied or used for other than single family residential purposes, and no such Lot will be occupied or used for such residential purposes at a density greater than one single family residence for each Lot. A dwelling on a Lot within the Property, other than an Outlot, may be occupied only by the Owner and the Owner's immediate family (provided that the Owner concurrently also occupies the Lot), unless approved in writing by the Association's Board of Directors.

8.1.1. NO RENTALS ALLOWED IN WEDGEWOOD. There will be no rentals allowed on any Lot. There are to be no renters of rooms, basements, or garages in any housing unit or any whole dwelling. Rental includes, but is not limited to, the permanent residency of any individual not within the family of the Owner, as such term is used in the City of Omaha Zoning Regulations, including Sec. 55-19F in which the family is defined as "one or more persons living together and sharing common living, sleeping, cooking and eating facilities within an individual housing unit."

8.2 AWNINGS. No awnings or sun screens of any type shall be affixed to any building or structure upon any Lot within the Property without the written consent of the Association.

8.3 MAINTENANCE OF DRIVEWAYS, SIDEWALKS AND DWELLINGS. No driveway or sidewalk and no structural element of any dwelling or exterior part thereof will be maintained on any Lot within the Property in damaged, deteriorated, hazardous, or otherwise unfit, unsafe or unsightly condition.

8.4 NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried out on any Lot within the Property, including any exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse, or any fire pits. No barn, shack, tent, trailer, or mobile home shall be maintained on any Lot within the Property for any period of time. No camper, recreational

vehicle, camper vehicle or other moveable or temporary structure shall be maintained on any Lot within the Property other than for temporary use or uses appropriate, convenient, of necessary for clustered residential purposes for not more than seven (7) days within any calendar year or for use or uses related to and connected with approved or permitted construction.

8.5 GRASS AND WEEDS. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot within the Property so as to constitute an actual or potential public nuisance, create a hazard or undesirable contagion or proliferation, or detract from a neat and trim appearance.

8.6 RECREATIONAL AND OTHER EQUIPMENT. No basketball hoop, swimming pool, slide, swing, or other recreational equipment will be installed or maintained on any Lot within the Property without the written approval of the Board of Directors. No garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any Lot within the Property, other than in a location out of public view.

8.7 SIGNS. No Owner shall place or cause to be placed on any Lot within the Property an advertising sign, political sign, or other poster other than a sign of an area of not more than four (4) square feet advertising a home on a Lot within the Property for sale, or a sign indicating the location of an estate sale approved by the Board of Directors during the duration of the sale.

8.8 STORAGE. No excess or unused building material or materials or firewood, will be kept, stored or otherwise maintained on any Lot within the Property, in a location within public view, other than for use or uses connected with and related to approved or permitted construction; no junk, rubbish, waste material, or other refuse will be abandoned, stored or otherwise maintained or kept on any such Lot

8.9 PARKING. No automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any Lot within the Property, other than in an enclosed structure. Automobiles shall be parked in garages, on driveways, or in designated parking areas. The two designated parking areas are: (1) the parking area on 118<sup>th</sup> Plaza directly in front of the Clubhouse; and (2) the parking area on the west perimeter of the pool and Clubhouse common ground, which is on the east side of 119<sup>th</sup> Court midway between Mayberry Plaza and Mason Plaza.

8.9.1. The Association shall have the right to assess fines for any vehicles parked outside of the designated parking areas for more than twenty-four (24) hours and to tow away any vehicles blocking public access or parked in a designated tow away zone with posted signs at the expense of the vehicle owner.

8.10 ANIMALS. No birds, livestock, fowl, or animals other than domesticated non-commercial pets will be kept or otherwise maintained on any Lot within the Property. No animals which are prohibited by the Omaha municipal code or ordinances shall be permitted on any Lot, including quantities in excess of those permitted by the Omaha municipal code or ordinances. All animals shall be leashed when outside, and Owners shall be responsible for

insuring all refuse, sanitary or other waste caused by any animal permitted by an Owner or the Owner's guest shall be immediately cleaned and properly disposed of, and any damage immediately remedied.

8.11 PROHIBITED ACTIVITIES. No commercial enterprise or gainful public business, occupation or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any Lot within the Property. No solicitation shall be permitted.

8.12 FENCES AND OTHER ENCLOSURES. No fences or enclosures of any type or nature whatsoever shall be constructed, erected, placed or maintained on or about any Lot within the Property except those that may be authorized by the Association. No clothes lines or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas.

## **ARTICLE 9 INSURANCE**

9.1 BASIC COVERAGE. Insurance policies upon the Property including the structures but excluding the furnishings, improvements and contents of individual dwellings within the Property shall be purchased by and in the name of the Association and the Owners of each Lot as their interest may appear. Provision shall be made for the issuance of certificates of insurance to holders of first mortgages upon individual Lots. The selection of the insurance coverage, companies and policies to be so procured shall be within the sole discretion of the Board of Directors of the Association.

9.2 SPECIAL ASSESSMENTS. The cost of insurance premiums shall be considered in the nature of a special assessment, as hereinbefore provided, and the Association shall monthly specially assess against each Lot based upon the total above ground square footage of the dwelling on such Lot divided by the total above ground square footage of all dwellings on all Lots subject to said assessment. In the event insurance premiums or other insurance costs increase due to an Owner's specific use of their Lot (including but not limited to water usage) the Association shall have the discretion to specially assess such increase in premiums or other costs solely on such Owner's Lot.

9.3 ADDITIONAL INSURANCE. Each Owner of a Lot within the Property may obtain additional insurance at the Owner's sole expense; provided, however, that the additional insurance does not in any way impair, limit or restrict the effectiveness of basic coverage carried by the Association.

9.4 INSURANCE COVERAGE FOR COMMON AREA. The Association shall procure and maintain appropriate insurance upon the Common Area and buildings and structures located thereon insuring against the perils of fire, lightning, malicious mischief, and vandalism with extended coverage in amounts equivalent to full replacement costs of any damage or destruction caused by any such peril. The Association shall carry general public liability insurance with limits which the Association deems appropriate, which shall be no less than Two Million Dollars (\$2,000,000.00) for any single occurrence and umbrella coverage of no less than One Million Dollars (\$1,000,000.00).

## **ARTICLE 10 ACCESS**

10.1 RIGHTS OF THE ASSOCIATION. The Association shall have the right of access to each dwelling on a Lot within the Property at reasonable hours to inspect and to perform any necessary or emergency work upon all pipes, wires, conduits, ducts, cables, utility lines and any utilities accessible from within any dwelling, to inspect suspected noxious or illegal activity, and to insure compliance by the Owner with all of the duties of the Owner of Lots under this Declaration. The Association shall not be required to provide advanced notice to the Owner in the event of an emergency.

10.2 ACCESS BY UTILITY COMPANIES. Each of telephone companies, Metropolitan Utilities District, Omaha Public Power District, the applicable cable television franchisee and their respective successors and assigns is granted an easement, together with rights of ingress, egress and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing or repairing their respective telephone, gas, water, electric, cable television, public sewer, private sewer, or other utility conduits, lines, or other facilities in, over, under, and upon such strip or strips of common ground or of any Lot within the Property which may be necessary or required to carry out the purposes set forth above; provided, however, that the easement shall not interfere with any structural element of any single family clustered residence and further provided that the grantees shall at all times restore the easement area to its pre-existing condition or better.

## **ARTICLE 11 GENERAL PROVISIONS**

11.1 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, charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.1.1. All Owners have the right to file complaints with the Board of Directors regarding violation of or non-compliance with the terms and conditions of this Declaration and the Rules and Regulations. All complaints shall be signed by the complaining Owner(s) and presented in writing to the Secretary of the Board, and the Secretary shall place the complaint on the agenda for the next scheduled Board meeting. For a complaint to be included on the agenda of the next scheduled Board meeting, it must include: (i) specific details regarding the violation or non-compliance, including the date(s) of the violation or non-compliance, (ii) citation to the terms and conditions of this Declaration or the Rules and Regulations which have been violated, and (iii) the proposed remedy. A special meeting may be called to address the complaint if, in the reasonable determination of the Board, there is an emergency described in the complaint.

11.1.2. Following the receipt of an Owner complaint meeting the requirements of Section 11.1.1 above, the Board shall collect any supporting evidence deemed appropriate, in the discretion of the Board, for the Board to determine whether or not a violation or breach has occurred. At the next meeting of the Board, the Board shall make its determination regarding

whether a violation or breach has occurred and deliver notice of the decision to the complaining Owner and the Owner described in the complaint.

11.1.3. If the Owner described in the complaint disagrees with the determination of the Board, he or she may appeal the decision of the Board within thirty (30) days.

11.1.4. If the Owner does not timely appeal the Board's decision, the failure to appeal shall be deemed acceptance of the findings of the Board. If the Owner has failed to cure the violation or breach prior to the end of the thirty (30) day appeal period, the Board shall then have the right to perform the necessary cure as outlined in its findings, without any additional notice to the Owner, and the cost of curing such violation or breach shall be applied to the Owner's monthly assessment, including a processing fee of Twenty Five Dollars (\$25.00).

11.1.5. The complaining Owner(s) shall be liable to the Board for the Board's actual costs and attorney's fees associated with the review of the complaint if the Board determines the complaint was made in bad faith, had no justification under this Declaration or the Rules and Regulations, and/or contains dishonest or misleading statements of fact.

11.1.6. The Association shall have the right to enforce the terms and conditions of this Declaration and take any appropriate, convenient or necessary remedial or other action against any Owner including, but not limited to:

- i. Binding arbitration, pursuant to the provisions of Section 11.1.7 below.
- ii. Assessment of fines based on a schedule of fines (to be reasonably related to the nature of the violation) adopted from time to time by the Board for various types of violations that may arise.

11.1.7. Any dispute, claim, or controversy arising out of or relating to this Declaration or the breach thereof that cannot be resolved through good faith negotiations shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. The place of the arbitration shall be in Douglas County, Nebraska, and Nebraska law shall govern. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration shall be paid by the losing party. The arbitration panel's decision shall be binding on the parties and shall be final and nonappealable. Any decision by the arbitrators shall not be interpreted as an admission against interest of any party and shall not be admissible as evidence in any subsequent court action with a third party. The arbitrators shall not award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages for any dispute.

11.2 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.

11.3 AMENDMENT. The Association will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any Lot within the Property or any covenant or easement granted to it; and the Association will have the

right in the manner set out in its Articles of Incorporation and By-Laws, as from time to time amended, at any time or from time to time to:

11.3.1. Extend, modify or terminate all or any part or parts of this Declaration other than easements granted to other grantees; and

11.3.2. Adopt written rules and regulations not inconsistent with this Declaration which are appropriate to facilitate the use of the Common Area, the exercise of membership and voting rights, the collection of assessments, the maintenance of dwellings, the control of architecture, the use of dwellings, the coverage of insurance and access to lots within the Property, and the general restrictions applicable to the lots within the Property.

11.4 ANNEXATION. Additional land may be annexed by the Association or its assigns with the consent of a majority of the Members, provided the Property so annexed shall be subject to all of the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accommodation of the different character of such property but not inconsistent with the residential character of the Property.

**[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]**



**CERTIFICATION OF SECRETARY OF  
WEDGEWOOD OWNERS' ASSOCIATION, INC.**

I, Judith Gardella, as Secretary of Wedgewood Owners' Association, Inc. hereby certify that on the 21 day of May, 2017, at a duly held meeting of the Members of the Wedgewood Owners' Association, Inc., called by the Directors of said Association in a proper written notice of the time, place, and purpose of said meeting, there being a quorum present, the following resolution recommended by the Board of Directors was voted on by the Members and accepted by at least seventy-five percent of the Members present in person or by proxy at said meeting:

RESOLVED, that the foregoing Amended and Restated By-Laws be and hereby are adopted by the Wedgewood Owners' Association.

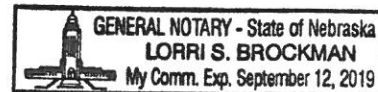
  
Secretary

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing Certification of Secretary of Wedgewood Owners' Association, Inc., was acknowledged before me this 21 day of May, 2017, by Judith Gardella as Secretary of Wedgewood Owners' Association, Inc., a Nebraska Non-Profit Corporation, on behalf of the Corporation.

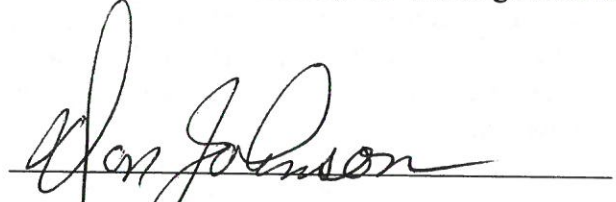
  
Notary Public

My Commission expires: 9-12-2019



**NOTICE OF AMENDED BY-LAWS  
WEDGEWOOD OWNERS' ASSOCIATION, INC.**

Notice is hereby given to the unit owners of Wedgewood Owners' Association, Inc. as legally described that there exists in the office of the Secretary of the Wedgewood Owners' Association, Inc. a set of Amended By-laws of the Wedgewood Owners' Association, Inc which govern the activity of the association and its members.



Don Johnson, President

IN IN WITNESS WHEREOF, we, being all of the Directors of Wedgewood Owners' Association have adopted this Amended and Restated Declaration of Covenants, Conditions and Restrictions this 21 day of May, 2017.

Don Johnson  
Don Johnson, President

Robert D Rowan  
Bob Rowan, Vice President

Judith Gardella  
Judith Gardella, Secretary

Tammy Jaffer  
Tammy Jaffer, Treasurer

Bill Radil  
Bill Radil, Board Member At Large

Glen Gatz  
Glen Gatz, Board Member At Large

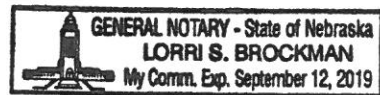
Cody Bright  
Cody Bright, Board Member At Large

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing signatures of the current Board of Directors of the Wedgewood Owners' Association were acknowledged before me this 21 day of May, 2017.

Lorri A. Brockman  
Notary Public

My Commission expires: 9-12-2019



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 21 day of MAY, 2017.

BY: Don Johnson DON JOHNSON

BY: Robert D. Rowan ROBERT D ROWAN

BY: Tammy Jaffer TAMMY JAFFER

BY: Judith Gardella JUDITH GARDELLA

BY: Bill Radil BILL RADIL

BY: Glen Gatz GLEN GATZ

BY: Cody Bright CODY BRIGHT

April A. Bracher  
Notary Public

My Commission expires: 9-12-2019

