

**1st Amendment to
DECLARATION of
Hollyhock Townhomes
EAST BLOCK 2
A Retirement
Development in
NORTH GATE
GARDEN ESTATES
Dated July, 2023**

12.1
After recording, return to:
Deb Larsen, Administrator
2425 Folkways Blvd.
Lincoln NE 68521

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HOTO
**FIRST AMENDMENT TO DECLARATION
NORTH GATE GARDEN ESTATES HOLLYHOCK TOWNHOMES
(A Retirement Development in North Gate Garden Estates)**

HOLLYHOCK TOWNHOMES UNITS 1-20

The undersigned hereby amends the Declaration of Hollyhock Townhomes East – Block 2 a Retirement Development in North Gate Garden Estates (the "Declaration"), dated Feb. 6, 1997, and filed of record with the Lancaster County Register of Deeds as Instrument No. 97-005036 as Restated Declaration North Gate Garden Estates Hollyhock Townhomes, Block 2, North Gate Estates, Lincoln, Lancaster County, Nebraska This First Amendment to the Declaration is herein referred to as the First Amendment.

This First Amendment is being adopted in conformance with the Nebraska Condominium Act, Neb. Rev. Stat. §§ 76-825 to 76-894 (the "Act") and the terms and conditions of the Declaration. The Declaration is being amended for the purposes of (a) updating roles and responsibilities of the Association and Homeowners; and (b) deleting outdated provisions. In furtherance of these objectives and purposes, the Declaration is amended in the following respects by the Association:

1. Amendment of Section 2.12.1: Section 2.12.1 is hereby deleted in its entirety and replaced with the following:

2.12.1. Exterior maintenance of each Unit is the responsibility of the owner of such Unit. This includes, but is not limited to, maintenance and repairs of roofing, garage doors and trim, front doors, windows, decks, patios, landscaping, glass, décor, and exterior lights. To assure architectural consistency of the Units, any and all improvements and repairs to the exterior of any Unit must receive prior written approval from the Board.

2. Amendment of Section 2.12.2.: Section 2.12.2 is hereby deleted in its entirety and replaced with the following:

2.12.2. Upon receipt of prior written approval from the Board, flower gardens, vegetable gardens, and shrubs are permitted within three feet of each Unit. The Homeowner is responsible for the maintenance, including trimming and removing dead vegetation in these planted areas. Grass will be mowed to the wall of the townhome, where the owner has not used the area for landscaping purposes. Additional trees or tall bushes within the Homeowners' lot line must be approved by the Board.

3. Amendment of Section 2.14.1.: Section 2.14.1 is hereby deleted in its entirety and replaced with the following:

2.14.1. Each Homeowner shall be responsible for the maintenance, repair and replacement, at his or her own expense, of everything contained within his or her Unit, including, but not limited to the following: any interior walls, kitchen and bathroom fixtures and equipment, all appliances, disposal, lighting, heating and air conditioning units, those parts of the plumbing, electrical or other utility systems, which are wholly contained within the Unit, windows, patio and doors. Each Homeowner shall keep the interior of the Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecoration, painting, and varnishing which may at any time be necessary to maintain the good appearance of the Unit. Each Homeowner shall keep his or her windows in a clean and sanitary condition. In addition, each Homeowner shall be responsible for all damages to any and all other Units or to the Common Elements, resulting from failure to make any of the repairs required in this Section. Each Homeowner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Homeowners. Each Homeowner shall promptly report to the Board evidence of termites or other bugs, pests or rodents.

4. Amendment of Section 3.3: Section 3.3 is hereby deleted in its entirety and replaced with the following:

3.3 Enforcement. The Association shall be permitted to bring legal action to compel the removal of any person violating the restrictions outlined in Sections 3.1, 3.2, 3.4 and 3.5 herein, and the Association shall be entitled to collect reasonable attorney's fees from the Homeowner of any Unit who permits these violations.

5. Addition of Section 3.5: Section 3.5 shall be added to the end of Article 3 as follows:

3.5 Restrictions on Leasing of Units. At least one occupant of the Unit shall be (i) a Homeowner or, (ii) the grantor or beneficiary of a valid trust, or (iii) the trustee who holds title of the Unit. For purposes of this Section, "immediate family" shall include a child, spouse or parent. Effective July 1, 2023, no Homeowner shall lease, sublease, or rent a Unit at any time for any reason, provided. However, this provision shall not affect any lease, sublease, or rental agreement entered into prior to July 1, 2023. Furthermore, any Unit subject to a lease, sublease or rental agreement entered into prior to July 1, 2023, may continue to be let, sublet, or rent until such time as such Unit is sold, after which time no further leasing, subleasing, or renting of such Unit shall be permitted. For purposes of

this Section, any transfer between trusts established for members of the same immediate family shall not be deemed a sale.

In the event a Homeowner, due to medical or health reasons, or other justifiable cause constituting a hardship (a "Hardship"), which shall be determined at the sole discretion of the Board, shall be unable to occupy his or her Unit for a period in excess of three (3) months, and desires to lease his or her Unit, the Homeowner shall make written application to the Board. The Board may, by majority vote and review of the application, grant to the Homeowner an exception to the above-leasing restrictions ("Hardship Exception"). Any Homeowner leasing his or her Unit due to such Hardship Exception shall deliver a copy of the signed lease to the Board prior to the date of tenant occupancy. Notwithstanding the foregoing, the maximum period of time a Homeowner that is granted a Hardship Exception may lease his or her Unit is 12 months. This hardship provision is a one-time right.

6. Article X: Article X is hereby deleted in its entirety.

7. Amendment of Monthly Fee: The first paragraph of the Monthly Fee Section, as it is established as an attachment to the Declaration, is hereby deleted in its entirety and replaced with the following:

The Monthly Fee shall be adjusted as necessary to cover the operating costs for items one (1) through fifteen (15).

8. Amendment of Item 15 of Monthly Fee: Item 15 of the Monthly Fee Section of the Declaration is hereby deleted in its entirety and replaced with the following:

15. Reserve Fund for expenses associated with common areas street, curb, sidewalk, landscaping, and possible large expenditures not listed above.

9. Ratification. Except as expressly amended herein, the terms and provisions of the Declaration are hereby ratified and approved.

DATED: July 24-23

North Gate Garden Estates Hollyhock
Townhomes Association, an
unincorporated association

By: Wanda Lawson
Wanda Lawson

STATE OF NEBRASKA

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) ss.

COUNTY OF LANCASTER

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The undersigned, as President of the Association and being sworn, certifies that the foregoing Amendment was approved by more than seventy-five (75%) of the Homeowners in person or by proxy, at a meeting of the Association held on July 12, 2023. A permanent record of those voting in favor of the Amendment has been included with the minutes of the meeting.

North Gate Garden Estates Hollyhock
Townhomes Association, an unincorporated
association

By: Wanda Lawson
Wanda Lawson, President

The foregoing instrument was acknowledged and subscribed and sworn to before this

24 day of July, 2023.

State of Nebraska – General Notary
DEBRA S LARSEN
My Commission Expires
March 28, 2027

Debra S. Larsen
Notary Public