

SoMa Homeowners' Association
GOOD NEIGHBOR RULES & REGULATIONS FOR THE SOMA COMMUNITY

All SoMa homeowners, when taking title to their unit, agreed to comply with the provisions in the Declarations of Easements, Covenants and Restrictions for SoMa Development (dated April 15, 2005) (hereinafter "SoMa Declarations") and any and all rules and regulations adopted in accordance with those SoMa Declarations. SoMa homeowners who rent their units have the responsibility to educate their tenants about those same SoMa Declarations and rules and regulations. This document highlights many, but not all, of the SoMa Declaration restrictions, and the adopted rules, and regulations.¹

Any violation of the SoMa Declarations and/or these rules and regulations may result in a levy of fine(s) against the offending homeowner in reasonable amounts pursuant to Section 3.7(c) of the SoMa Declarations, as well as the other Remedies allowed for in Section 3.7.

¹ This SoMa Homeowner's Association Good Neighbor Rules for the SoMa Community document replaces the "Restrictions on Items Displayed Outside and In Unit Windows and Modifications to Unit Exteriors" (Approved November 11, 2013), the "Good Neighbor Rules for SoMa Residents (Revised August 10, 2017)", the "SoMa Rooftop Deck Extension Rules" (November 15, 2014), the "Parking Policy" (Revised January 14, 2019), the "SoMa Roof Reserve Funds Policy" (Approved June 8, 2020), the "SoMa Community Garden Rules" (Approved October 8, 2018), "Gallery Rules" (November 4, 2016), the policy on registration of tenants (September 2015), the revision to the landscaping rules passed on May 10, 2021, the "Use of Construction Dumpsters on SoMa Property" (July 12, 2021), and the "SoMa Short-Term Rental Policy" (February 14, 2022).

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Governing Principles of These Good Neighbor Rules & Regulations

- A. These rules have been adopted in accordance with Section 4.5(a) of the SoMa Declarations and the General Powers granted to the SoMa Board.
- B. These rules have been adopted with the intent of providing SoMa Homeowners with practical day-to-day information and directions on living in SoMa.
- C. These rules will help create a community of homeowners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.
- D. These rules have also been developed and adopted to maintain the property values for all homeowners in SoMa and continuing to make SoMa a desirable community in which to live.
- E. These rules are further in place to provide a safe, secure neighborhood, and to protect our personal and real property.
- F. These rules are binding on all SoMa homeowners, their families, tenants and guests.
- G. These rules are to be clear, simple, self-executing, and fair and equitable in their application.
- H. This document is a supplement to the rules and regulations provided for in the SoMa Declarations.

I. General SoMa Rules

- A. The SoMa community has Five MPH speed limit for any and all vehicle traffic; Pedestrians and other vehicles are hard to see around our blind corners.
- B. All pedestrians should use sidewalks when available.
- C. Keep your garage door down. This is for aesthetics as well as security for everyone in your building. Rowhouse units are connected through the rooftop penthouse doors; Loft units have common access.
- D. The safety of packages dropped off or delivered to the exterior of units and rowhouses are not the responsibility of SoMa. To help protect your packages, retrieve them quickly or have them delivered to a secure location.
- E. Noise must be kept down at night. Loud parties should be moved inside your unit after 10 PM.
- F. Monthly assessments are required to be paid by ACH draws on a homeowner's account. Paper checks or payments from tenants are not permitted.

II. Parking Policy

A. **Visitor Parking (“VP”) is for “temporary use” by visitors.**

- i. There are 22 VP spaces serving 126 SoMa units. The SoMa Declarations specify that VP is limited to the “temporary use” of visitors, which will be determined based on the frequency that a vehicle is observed in VP.
- ii. VP use by a visitor on not more than four days in a four-week period will be considered to be temporary use.
- iii. “Visitor” means a person visiting a SoMa resident.
- iv. A visitor’s use of VP that is determined by the Board to be in excess of temporary use, after email notice to the resident and an opportunity to be heard, may result in revocation of VP privileges for that visitor.

B. **Residents are not permitted to use VP.**

- i. Residents are not permitted to use VP *except* when garage access is blocked by either (a) a service provider vehicle, (b) repair work to SoMa drives or (c) repair work to the garage itself.
- ii. A “resident” is a person residing part time or full time at SoMa (whether or not that person has another residence) including tenants, roommates and AirBnB-type guests, whether or not there is a formal rental agreement.
- iii. Residents must have prior approval from the parking committee to park a construction lift, trailer or moving pod in visitor parking.

C. **Notice to Parking Committee of proposed extended use of VP.**

- i. Residents are required to notify the Parking Committee or the Board of any proposed resident or visitor use of VP of two or more days in a seven-day period, so that compliance with this policy can be confirmed.

D. **Notice of VP Violation.**

- i. The Parking Committee will provide either windshield flyer notice or email notice to the resident of a potential VP use violation.
- ii. Failure by the resident to contact the Parking Committee or the Board to provide information establishing that the resident is in compliance with this policy will subject the vehicle to towing without further notice.

E. **Vehicles in VP are required to display a valid, unexpired SoMa VP permit, with resident address visible.**

- i. Any resident *or* visitor vehicle parked in VP not displaying a VP permit is subject to immediate towing without notice.

F. Issuance of VP Permits.

- i. The HA will periodically issue to each homeowner four VP permits with a printed expiration date.
- ii. Issuance of VP permits does not guarantee the availability of a VP space.
- iii. Renewal of VP permits is at the discretion of the Board and may be denied to a homeowner until (a) unpaid fines or assessments are paid and (b) violations of HA policies are satisfactorily addressed.

G. Re-issuance of Lost VP Permits.

- i. Each resident is responsible for maintaining possession of VP permits. VP permits which are lost (including permits that a SoMa unit seller fails to transfer to a buyer of that unit) will be replaced only upon payment of a fee to the HA of \$10 for each permit replaced.
- ii. If a unit address requests more than 4 replacement VP permits in a 12-month period, whether it is the same unit owner or different unit owner, each subsequent replacement VP permit will be subject to a fee of \$25 to the HA.

H. No Parking on Drives.

- i. Residents and visitors are not permitted to park on drives *except* that large service vehicles may be temporarily parked for loading and unloading during business hours, if the driver remains on site and available to move the vehicle.
- ii. Residents should instruct workmen to park personal vehicles in VP during business hours— no permit required.
- iii. Vehicles (including PODS) may not be parked *overnight* on SoMa drives—no exceptions.
- iv. Vehicles parked in violation of this section are subject to immediate towing without notice.

I. No Parking in front of garages.

- i. No parking in front of garages *except* that a service provider's vehicle with commercial markings may be parked in front of a garage during business hours. The service vehicle may not block access to neighboring garages and the driver must be available to move the vehicle if requested.
- ii. Vehicles parked in violation of this section are subject to immediate towing without notice.

J. Towing of Vehicles.

- i. Auto 1 Towing 402-344-2301 makes random checks of the complex and tows all vehicles parked in violation of this policy.

- ii. Auto 1 Towing should be contacted directly to retrieve a vehicle.
- iii. All towing charges incurred are the responsibility of the owner of the towed vehicle.

K. Suspension/Revocation of Visitor Parking Passes.

- i. Residents found to be in repeated violation of these visitor parking rules may have their VP Permits suspended or revoked upon a vote by the SoMa Board.
- ii. Any SoMa homeowner who is in arrears with respect to monthly dues (in excess of 90 days past due), as well as any fines, is subject to having the VP Permits suspended or revoked upon a vote by the SoMa Board.
- iii. VP Permits may be suspended or revoked upon a vote by the SoMa Board for any violation of any SoMa rule or policy.
- iv. A SoMa homeowner's VP Permits will not be renewed if all monthly dues and fines are not paid in full.

III. Unit Exteriors

Maintaining the uniform appearance of unit exteriors and uncluttered entrance areas helps protect property values for all SoMa homeowners. Entrance areas to all units are common areas managed by the SoMa HA. Accordingly, all homeowners have an interest in items residents display at unit entrances. Rules governing the exterior of units seek to strike a balance for individual self-expression and the need to maintain an appealing exterior appearance throughout SoMa that contributes to SoMa's natural landscaping.

A. Exterior Addition, Change, or Alteration

- i. Section 3.6(m) of the SoMa Declarations prohibit any homeowner from making exterior additions, changes or alterations to their home without the approval of the Board or the Architectural Control Committee ("ACC"). Exterior additions, changes and alterations include, but are not limited to: Window tinting, exterior lighting (including accent or other exterior lighting on roof decks and balconies), vent placement and replacement of any exterior feature such as siding, roofing, windows, doors, lighting fixture and decking.
- ii. Application for all such additions, changes and alterations should be made in writing to the Architectural Control Committee on forms that will be provided by the Committee. To obtain a form to make application to the Architectural Control Committee contact P.J. Morgan Real Estate at 402-397-7775.

B. Exterior Maintenance

- i. Rowhouse homeowners are responsible for all unit exterior maintenance, including downspouts, windows, siding, canopy, decking, roof and replacement of bulbs in all exterior light fixtures.
- ii. Any replacement exterior light fixture must be approved by the ACC or the SoMa Board.
- iii. Homeowners are required to install and maintain pigeon deterrent screens on open deck ends and to remove pigeon nests promptly.

C. Rooftop and Balcony Lighting

- i. Supplemental lighting on the rooftop and balcony is permitted if it complies with any and all ACC guidelines.
- ii. Lighting must be muted, cast light downward, and be mounted below parapet (wall) level.
- iii. Small string lights may be permitted for use on the inside of balconies, upon approval by the ACC:
 1. String lights must be sized G40, S14, A15, T14, C9, or C7, and must be 40 watts or less (or the equivalent in LED brightness).
 2. Any homeowner wishing to install such lighting must submit a request to the ACC.
 3. The string lighting must cast light downward and be placed below the parapet (wall) level.
 4. String lights may only be on from dusk until 11 p.m.
 5. All other string lighting is prohibited, except for holiday lighting in accordance with the holiday lighting rules.
- iv. Rooftop and balcony exterior lights must be turned off when you are not outside.

D. Yard Art, Potted Plants, & Door Wreaths

- i. Yard Art:
 - a. Yard art is a decorative item of any description placed outside the ground floor of a SoMa rowhouse, including statuary, sculpture, iron works, bird feeders, figurines, urns, baskets and decorative rocks.
 - b. Yard art is limited to one piece that is discreet and understated, as well as limited in size so as to fit comfortably adjacent to your front door so as to not interfere with your neighbors' enjoyment of their property or the SoMa landscaping.
 - c. Yard art must be maintained in good condition and constructed of metal, glass, ceramic, wood or stone.
- ii. Potted Plants:
 - a. A resident may also place up to three (3) planted pots, of a size of no more than 15" in any dimension, at a rowhouse entrance.

- b. Pots must be in good condition and must be weeded and tended.
 - c. Pots may be displayed on the ground or on shepherd's hooks.
 - d. Planted pots may only be placed in mulched areas of the landscape and placement must not interfere with lawn mowing, edging, trimming or other landscape maintenance.
 - e. Pots must be emptied of any diseased, dying, or dead plants and empty pots should be promptly removed and stored inside the unit.
- iii. Door Wreaths:
- a. Wreaths in good condition may be hung on front doors.
 - b. Holiday-themed wreaths should be only hung in accordance with Holiday Decoration rules contained herein.

No application or pre-approval is required for yard art, potted plants and door wreaths; however, the Architectural Control Committee periodically reviews the SoMa community and is empowered to decide if any yard art, potted plants, or door wreaths violate these rules. An owner may appeal a decision by the Architectural Control Committee to the Board of Directors of the SoMa HA.

E. Holiday Decorations Displayed Outside and in Unit Windows

- i. Holiday decorations, including decorative lighting, may be displayed in unit windows and outside during the period of time around the holidays they represent.
- ii. Winter holiday displays are limited to November 15 through January 15.
- iii. Holiday décor for other traditional times of celebration occurring any other time of the year are limited to two weeks prior to, and one week following, the holiday.
- iv. All holiday decorations must be in good condition and not displayed in an inappropriate manner.
- v. Outdoor holiday lighting displays must be turned off by 12:00am each night.

Overall, please be respectful of your SoMa Neighbors in all of your holiday decorating.

F. Athletic Team Decorations

- i. Items that feature an athletic team or athlete, whether it is local, city, state or national are prohibited from being placed outside your unit or in unit windows.

G. Political Displays

- i. Items of a political nature, whether it is support/against a particular political candidate, party, movement, message, theme, etc., are prohibited outside or in unit windows.

H. Flags

- i. Any Unit Owner may display one (1) portable, removable United States flag daily in a respectful way, and under the following conditions: (a) the Flag must be of an appropriate size (2' x 4' or smaller) so as to not interfere with the neighbor's use of their outdoor space or window views (b) the Flag must be installed only on the outside of the unit adjacent, to the front entrance (c) the flag shall not be displayed on days when the weather is inclement, except when an all-weather flag is displayed (d) and flags may be flown only during daylight hours.
- ii. All flags must be maintained in good condition.
- iii. Flags of any other description may not be displayed outside a unit or in unit windows.

I. Business Advertising and Displays

- i. Items supporting or advertising businesses, companies, or other advertising messages, are prohibited from being erected or maintained outside or in unit windows.

J. For Sale Signs

- i. A single "For Sale", no more than six feet square feet in dimension may be exhibited in the window of a unit but cannot be placed outside the unit.

K. Ethnic, Cultural, Religious, Political, Offensive and other Directed Message Displays Prohibited Outside or in Windows

- i. Personal items, or display items, of any description that feature an ethnic, cultural, religious, political or offensive theme or

otherwise seek to convey any message are prohibited outside or in unit windows.

L. Exterior Speakers

- i. SoMa Declarations prohibits speakers from being installed anywhere on the exterior of units, including on roof decks and balconies. Residents may not use speakers installed in violation of the Declaration and homeowners are requested to remove them.
- ii. SoMa Declarations also do not permit recessed speakers to be installed in the common walls or common ceilings of units.

M. Structures, Fencing, Hot Tubs, and Pools

- i. SoMa Declarations prohibits structures of any description on roof decks and balconies.
- ii. "Structures" include hot tubs, saunas, storage, sheds, greenhouses and tents.
- iii. Homeowners are prohibited from placing fencing of any type on any portion of SoMa property or the property outside of any Homeowner's unit.
- iv. Hot tubs, saunas, pools, or other water retaining structures are not permitted on rooftops.

N. Satellite Dishes

- i. Satellite dishes must be limited to 18-inch diameter and must be mounted in inconspicuous locations and must not interfere with your neighbors' enjoyment of their property or the SoMa landscaping.
- ii. Any wiring connected to a satellite dish must be hidden from view.

O. Fire Safety

- i. No solid fuel open flames are permitted on roof decks or balconies. No charcoal or wood fires are permitted on roof decks or balconies.
- ii. Natural gas or propane grills, heaters or fire pits are permitted if operated responsibly and placed, stored, and operated in

accordance with all applicable safety instructions, the SoMa Declarations, and any applicable rules adopted by the SoMa Homeowner's association.

- iii. Tiki torches and fireworks are not permitted anywhere at SoMa.

IV. Landscaping Around SoMa and Outside Units and Balcony Planters

- A.** Pursuant to the SoMa Declarations, it is the responsibility of the Homeowners Association to maintain all SoMa outdoor landscaping, regardless of location or property lines.
- B.** Landscaping includes lawn, shrubs, rocks, mulch, trees and plants of any description, and also includes landscaping around rowhouse entrances.
- C.** Potted plants on roof decks or balconies, as well as potted plants displayed outside rowhouse entrances, are not considered to be landscaping and are otherwise permitted, pursuant to any other restrictions contained in the SoMa Declarations and these Good Neighbor Rules and must be maintained by the resident.
- D.** Homeowners are encouraged to plant and maintain their balcony planters in good condition during the growing season. At a minimum, residents are required to weed balcony planters and promptly remove diseased, dying or dead plants.
- E.** If a homeowner desires to undertake any outdoor landscaping around their unit, at the homeowner's own expense, the homeowner must do the following:
 - i.** Submit a proposal to the Board for approval prior to any work being done. The Board will review to ensure the work will be consistent with the landscaping aesthetic of the SoMa neighborhood and will not endanger any current landscaping with invasive species or the like.
 - ii.** Assume all liability for any damage (caused by the homeowner's landscaping work) to SoMa property, including but not limited to the irrigation system, and assume all financial responsibility for any and all repair, modification, addition, or other work that is required to be done as a result of homeowner's action.
 - iii.** Any proposal submitted to the Board will be reviewed in a timely fashion. Any landscaping work undertaken by a homeowner without prior approval is subject to removal without notice and any expense incurred in such removal will be assessed to the homeowner.

V. Pets and Pet Waste

Household Pets are allowed in SoMa pursuant to any and all restrictions set forth in the SoMa Declarations, including but not limited to those set forth in Section 3.6(a), as well as the following rules:

- A.** Pets must be leashed at all times when outside any unit per Chapter 6 of the Omaha Municipal Code, whether it is a rowhouse or condominium unit.
- B.** Pick up your dog's waste immediately. Leaving anything behind encourages other pet owners not to pick up as well and this can quickly get out of control.
- C.** "Walk" your dog to different areas to decrease dog urine's detrimental impact on vegetation around SoMa.
- D.** Don't leave dogs unattended outside your unit, or on your balcony or roof deck—this can be a barking nuisance.
- E.** No animals of any kind may be raised, bred, or kept in or about SoMa or a homeowner's unit for anything use other than that of a personal/family pet.
- F.** Any pet that is creating or causing a nuisance or unreasonable disturbance, as defined by per Chapter 6 of the Omaha Municipal Code, may be permanently removed from SoMa.

VI. Long-Term Unit Rental Policy

All long-term² rentals or leases of any SoMa Units³ are governed by the rules and policies set forth below and any Homeowner leasing or renting out their unit must abide these rules.

- A.** The following information must be provided to PJMRE prior to the start of the lease:
 - i. The SoMa address and homeowner name(s);
 - ii. Tenant name(s), phone number(s) and email address(es);
- B.** The HA is not responsible for managing leases with, or communicating HA policies to, tenants. It is the Homeowner's responsibility to require tenant compliance with SoMa covenants, rules and policies including, but not limited to, proper use of Visitor Parking, pet waste policies and restrictions on outdoor and window displays. The homeowner must provide copies of HA covenants, rules and policies to any tenant and/or be made a part of the lease document.
- C.** The Homeowner is responsible for damage or fines resulting from the tenant's violations of HA covenants, rules or policies. Any unpaid amounts will be assessed and become a lien against the homeowner's unit.
- D.** It is the Homeowner's responsibility to provide tenants with the location of, and keys to, the unit mailbox. It is also the homeowner's responsibility to provide to tenants, and to require the return of, Visitor Parking permits. Any replacement VP permit must be purchased pursuant to the Parking Policy.
- E.** Section 3.7(s) of the SoMa Declaration of Covenants requires that units (whether occupied by the homeowner or a tenant) may be used solely for "private, residential purposes by a single family".
- F.** The homeowner must promptly inform the HA of any changes to tenant information.
- G.** The Homeowner agrees to defend, indemnify and hold harmless the SoMa Board, the SoMa HA, and all other SoMa owners against any and all losses, damages, claims, expenses, attorneys' fees and liabilities for physical damage to SoMa common areas and/or SoMa units (collectively, the "Premises") and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the SoMa Owner or SoMa

² "Long-term" refers to any rentals in duration longer than 30-days and include all rentals through rental services, including through any "online hosting platform" as defined in Chapter 77 of Nebraska Revised Statutes, such as Airbnb and VRBO.

³ "Unit" or "Units" refer to any loft or rowhouse in the SoMa community.

Owner's tenants, agents, or employees on the Premises; or (ii) any negligent or intentional act or omission on the part of the SoMa Owner or SoMa Owner's tenants, agents, or employees. This indemnification shall survive the termination of a SoMa Owner's short-term rental agreement with any tenant.

VII. Short-Term Unit Rental Policy

All short-term⁴ rentals or leases of any SoMa Units⁵ are governed by the rules and policies set forth below and any Homeowner leasing or renting out their unit must abide these rules.

1. SoMa owners who rent out their Units for short-term rentals (“SoMa Owner”), or plan to do so, must inform the SoMa Board and PJMRE via email at akinder@pjmorgan.com prior to advertising or otherwise engaging in short-term rental of their Unit(s);
2. Any short-term rental of a SoMa Unit must be for or of the entire Unit, and may not be only for a portion of the Unit;
3. Upon booking a short-term rental, the SoMa Owner must provide to PJMRE: i) the contact information for the tenant; ii) the start and end dates; and iii) the SoMa Owner’s emergency contact information for use during that duration of the short-term rental. If there is an issue with the unit, the SoMa Board will make reasonable efforts to contact the emergency contact **before** contacting the tenant;
4. By engaging in any short-term rental of a Unit, a SoMa owner agrees to defend, indemnify and hold harmless the SoMa Board, the SoMa HA, and all other SoMa owners against any and all losses, damages, claims, expenses, attorneys’ fees and liabilities for physical damage to SoMa common areas and/or SoMa units (collectively, the “Premises”) and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the SoMa Owner or SoMa Owner’s tenants, agents, or employees on the Premises; or (ii) any negligent or intentional act or omission on the part of the SoMa Owner or SoMa Owner’s tenants, agents, or employees. This indemnification shall survive the termination of a SoMa Owner’s short-term rental agreement with any tenant;
5. SoMa Owners must make available/provide a copy of the all applicable rules and regulations (SoMa Homeowners’ Association Good Neighbor Rules & Regulations, SoMa Loft rules, etc.), including parking policies and quiet hours, for the SoMa Community to all tenants and confirm the tenant is aware they must follow those rules;
6. SoMa Owners must inform tenants that a failure to follow any of SoMa’s rules and policies may result in immediate eviction from the Unit and/or SoMa property; and
7. Any SoMa Owner who violates this SoMa Short-Term Rental Policy (which includes any tenant(s) violations), shall receive one warning on the first violation. Any

⁴ “Short-term” refers to any rentals in duration shorter than 30-days and include all rentals through rental services, including through any “online hosting platform” as defined in Chapter 77 of Nebraska Revised Statutes, such as Airbnb and VRBO.

⁵ “Unit” or “Units” refer to any loft or rowhouse in the SoMa community.

subsequent violation, whether same or different from the warning, shall result in the SoMa Owner being fined \$200, and an additional \$500 for each subsequent violation. The Loft Homeowners' Association may also fine any SoMa Owner for a violation of applicable Loft rules in addition to any action or lack of action by the SoMa Board.

VIII. Construction in SoMa

From time to time, Homeowner's will undertake construction and/or repair work on their homes and loft units. All construction and repair must be done in accordance with the requirements set forth in the SoMa Declarations. In addition to the requirements and restrictions set forth in the SoMa Declarations, the following policy governs any constructions or repairs in SoMa.

A. Service Vehicle Parking

- i. All vehicles belonging to service people must be parked on SoMa property in accordance with the Parking Policy.
- ii. If a service vehicle is unable to park in Visitor Parking, and must be parked along 11th Street or 12th Street, the homeowner must inform John Thomas of when this parking will take place to ensure the streets are still navigable.
- iii. Any service vehicle parked on SoMa property but not in visitor parking must be able to be moved in a reasonably-short time if a SoMa homeowner requires it in order to access or utilize their unit.

B. Equipment, Debris, Material, Tools

- i. Homeowners, and their agents, are prohibited from storing any equipment, debris, material, tools, or other items on SoMa common property without express permission from the Board.
- ii. The equipment, debris, material, and tools, includes but are not limited to scaffolding, wood/decking, and siding.
- iii. The prohibited areas include the following:
 - a. Visitor parking spaces;
 - b. Sidewalks; and
 - c. Streets and plazas.
- iv. At no time are portable toilets allowed to be stored anywhere on SoMa property.
- v. Any of these prohibited items found on SoMa property without prior approval from the Board may be removed from the property without notice to the homeowner and at the homeowner's expense.

C. Construction Companies/Contractors/Repair People/Vendors

- i. Homeowners are responsible for all damage to SoMa property, including but not limited to landscaping and concrete, caused by any construction companies, contractors, repair people, or other vendors in their employ.

D. Use of Construction Dumpsters on SoMa Property

- i. Without prior written approval from the SoMa Board, construction dumpsters (including any other type of receptacle used for construction and home repair debris) are strictly prohibited from being placed on SoMa property, including visitor parking spots, driveways, drives, and in front of unit garages.
- ii. Upon request to the SoMa Board, a construction dumpster MAY be approved for placement in front of a unit garage if:
 - a. The dumpster does not obstruct or impede neighbors from entering and/or utilizing their property/garage;
 - b. The dumpster does not obstruct or impede motor vehicle traffic on SoMa streets, including delivery vehicles, service vehicles, and most importantly, emergency vehicles;
 - c. The dumpster will be in place for no longer than 2 weeks;
 - d. Safety cones must be placed at the outside corners of dumpster;
 - e. The SoMa parking committee must be kept apprised of the status of the dumpster, e.g. the specific dimensions of the dumpster, when it will be in place, when it will be removed, etc.; and
 - f. If any resident/tenant is in violation of this rule, SoMa board has the right to require immediate removal of the dumpster at the requesting homeowner's expense.
- iii. Upon request to the SoMa Board, a construction dumpster MAY be approved for placement in visitor parking if:
 - a. The dumpster will be in place for no longer than 1 week;
 - b. Safety cones must be placed at the outside corners of dumpster;
 - c. The dumpster must be of a size it only takes up one visitor parking space;
 - d. The dumpster must be of a size that when it is placed in visitor parking it does not impede motor vehicle traffic on SoMa streets, including delivery vehicles, service vehicles, and most importantly, emergency vehicles;
 - e. The SoMa parking committee must be kept apprised of the status of the dumpster, e.g. the specific dimensions of the dumpster, when it will be in place, when it will be removed, etc.; and

- f. If any resident/tenant is in violation of this rule, SoMa board has the right to require immediate removal of the dumpster at the requesting homeowner's expense.

IX. Trash/Recycling Bins

- A.** All trash and recycling bins for rowhouse units must be stored in unit garages and may be placed outside anytime after 5:00 p.m. the day before pickup.
- B.** All trash must be placed in closed plastic bags and deposited in closed trash bins where animals cannot get at it. Bins should be put back in garages by 6:00 p.m. on the day of pickup.
- C.** If you plan to be away on the day of pick up, ask a neighbor to put your bins back in your garage or contact the Board for a volunteer Board member to do so.
- D.** Recycled material should be placed in recycling bins and loose items weighted down, bundled or otherwise secured so it doesn't blow out during windy conditions or spill out during the collection process. Glass is not accepted for recycling.
- E.** Other than as permitted in the previous paragraph, the Declaration prohibits trash receptacles of any description, including receptacles for pet waste, to be placed outside a unit.
- F.** Residents are not permitted to otherwise leave bagged pet waste anywhere outside of units, including but not limited to, the areas around unit entrances.
- G.** Residents who are found to be in violation of any of these rules are subject to disciplinary action, including but not limited to, fines starting at \$50 and/or revocation of Visitor Parking permits.

X. Rowhouse Rooftop Deck Extension Rules

SoMa rooftop deck extensions must be done in compliance with the requirements set forth in the Declaration. Those requirements include the following:

- A. Application to Architectural Control Committee (ACC).** Any deck extension at a rowhouse must be approved by the Architectural Control Committee following the submission and review of a written application. The application must include a sketch of the proposed extension showing its location in relation to (a) property lines and (b) all physical features on the rooftop and must be in compliance with the SoMa Declaration and these rules.
- B. Quality of Construction.** The homeowner must ensure, and provide evidence, the extension (a) will be composed of the same or similar quality material as the original deck, (b) have a substantially similar structural design, and (c) be built inside the homeowner's property lines.
- C. Open Deck Ends.** The open ends of the deck must have (a) railing of the same design and finish as is used for fences on SoMa rooftop decks and (b) a pigeon-deterrent screen to prevent nests under the deck.
- D. Rainwater Runoff Unimpeded.** The deck frame joists must be arranged and/or gapped to allow rainwater and snowmelt to run unimpeded to the scupper that drains the rooftop area.
- E. Protect Your Composite Roof.** Deck frame joists should be set on an extra layer of roofing or other material to prevent denting or piercing of the composite roof material.
- F. Deck Completion.** To confirm compliance, photos of the deck as completed must be sent to John Thomas at jthomas@ttcrs.com.

XI. Rowhouse Roof Reserve Funds Policy

SoMa Rowhouse Homeowners may request funds to be distributed from the owned rowhouse's Roof Reserve Account within the following framework:

- A.** For purposes of this policy, "roof" refers to the asphalt rolled roofing and/or membrane surface of the roof of rowhouses, and the associated seams, barriers, waterproof wrap, flashing, and other roof systems which impact the waterproof integrity of the roof surface.
- B.** For purposes of this policy, "roof" DOES NOT refer to decking, railings, or other structures on or associated with the roof of rowhomes that do not pertain to the membrane and/or the waterproof integrity of the roof surface.
- C.** For purposes of this policy, roof repairs consist of repairs of the type that extend the life of the roof, even if the repairs are only to a portion of the roof. For example, work undertaken to seal the roof with approved sealing material (such as EverSeal), including the work to prepare the surface for that sealing, is considered roof repair work available for funds release under this policy.
- D.** The Homeowner has incurred actual expense for complete replacement of the roof OR for repairs to the owned rowhouses roof.
- E.** A homeowner MUST present a valid PAID invoice for the roof work before the roof reserve funds are released to homeowner.

XII. SoMa Community Garden

The SoMa Community Garden (Community Garden), located between 11th and 12th just south of Mayberry Plaza, has been in existence since 2007. The garden is on 3 tiers. The top two tiers are divided into 15 raised beds (approximately 4' x 8') that are designated as individual, privately held and maintained, plots. The bottom tier is designated as the community tier and is planted by the community tier committee (to be appointed annually at the spring meeting); the bottom tier is tended by all members of the garden committee.

A. The Garden committee

- i. All gardeners in good standing are members of the Garden Committee.
- ii. The fee for the use of a plot in the Community Garden is \$30 a year per plot. The funds are used for the purchase of community plants, community hardware, upkeep of the gardens, and on other projects as approved by the Garden Committee.

B. Garden Use

- i. All garden use is restricted to SoMa residents only.
- ii. The individual plots are privately held and gardened and are for the exclusive use of the person(s) assigned the plot for the season.
- iii. Each spring gardens shall be planted by Memorial Day. If a person assigned to a plot fails to plant after five (5) days notice from the Garden Committee, then the plot may be reassigned.
- iv. The HA provides a dumpster in the fall (generally the first part of November) to be used in the clean-up. Gardens shall be cleaned up in the fall by the time the dumpster is removed. Fall clean-up includes the removal of all lighting, structures, decorations and debris from the garden. Fall preparation and spring disease control should also be addressed at this time.
- v. Gardens will be planted with vegetables, perennials, annuals, flowers, herbs, of varieties not detrimental to the general health and welfare of the gardens. Plantings are restricted to products legal to grow in Nebraska. In years of disease or infestation concerns (i.e., Japanese Beetles or powdery mildew), some plants may need to be removed, restricted, or totally prohibited.
- vi. Only organic products shall be used in the garden. Gardeners are responsible for the planting, clean up, maintenance, care, disease control, and watering of the individual plot. If Gardeners have questions about plants a good source is the

Douglas/Sarpy Extension Office 402-444-t804 or
extension.unl.edu.

C. Garden Assignments

- i. Each household can only be assigned one plot.
- ii. Only residents of SoMa may request a garden plot. Gardens will be assigned on a first come first served basis.
- iii. Assigned plots will remain with the resident until relinquished, revoked or when the person is no longer a resident.
- iv. When the garden plots are fully assigned for the upcoming year, additional names will be placed on a waiting list in the order requested.
- v. In the spring, if gardens are available, they will be assigned in the order that the garden was requested. If a potential gardener on the waiting list does not take the garden plot when offered, the name will be removed from the list.
- vi. Failure to maintain a garden plot will result in forfeiture of the garden plot.
- vii. Some gardeners who have assigned plots may agree to share space with new gardeners on the waiting list. Those gardeners on the waiting list and sharing plots do not lose their place on the waiting list as plots become available.

D. Garden Nights

- i. The Garden committee sponsors weekly Garden Nights during the summer months. Each member of the Garden Committee is asked to host one Garden Night a year. The hosting duties are to show up at the garden at 7:00 p.m. and welcome the attendees. Some gardeners choose to provide snacks but, it is not a requirement. The attendees are asked to bring their own beverage.
- ii. It is the responsibility of the Garden Night host(s) to also care for the community garden area during their week of hosting (Wednesday host night through Tuesday of the following week). Duties include, but are not limited to, weeding, watering, sweeping, litter, etc. Gardeners missing the opportunity to host a week may be assigned a “maintenance week” sometime during the spring, summer or fall.

If you have any additional questions about the SoMa Community Garden please contact: Deborah McLarney 1103 Leavenworth St. 402-213-7472 dmclarney@cox.net

XIII. The SoMa Gallery

The SoMa Gallery (Gallery) is a communal space open to, and for the exclusive use of, SoMa Homeowners and their guests. As such, the Gallery is governed by the following rules.

- A.** Reservations of the Gallery must be made in advance, are on a first come, first served basis and must be made pursuant to a completed and signed Gallery Reservation Form submitted to P.J. Morgan Real Estate.
- B.** Only SoMa Homeowners are permitted to reserve the Gallery. The Homeowner *must be present* in the Gallery during the activity/event for which the reservation is made. The Board reserves the right to refuse the reservation request of any Homeowner, based on the activity or use proposed or a past violation of any SoMa rules and policies by that Homeowner, including but not limited to these Gallery Rules.
- C.** A nonrefundable fee of \$125.00 and a refundable damage deposit of \$250 must be paid at the time a reservation is made.
- D.** The Gallery is available for use from 10:00 a.m. to 10:00 p.m. Sunday through Thursday, and from 10:00 a.m. to 12:00 midnight on Friday and Saturday.
- E.** No noxious, offensive or illegal activities shall be carried on anywhere within or around the Gallery, including activities creating an annoyance or nuisance to SoMa residents.
- F.** At least one (1) adult (18 years of age or older) must be present for every ten (10) minors (under 18 years of age) at any Gallery event. If there is any alcohol present at the Gallery event, at least one (1) adult (21 years of age or older) must be present for every ten (10) minors (under 21 years of age) and is responsible for ensuring all applicable state laws are enforced.
- G.** Prohibited activities: (a) Political gatherings, including fundraisers, candidate forums, receptions and work sessions of every description; (b) Retail or commercial activities, including all public or quasi-public activities held for the purpose of soliciting business; and (c) Live music, shows and performances.
- H.** Smoking in the Gallery is strictly prohibited.
- I.** DO NOT tape or affix anything to the walls of the Gallery, other than by Command Wall Hooks, available at Walmart and other outlets. Do not tape or affix anything to the artwork.
- J.** Water will permanently warp and damage the Gallery's solid oak flooring. Wipe up IMMEDIATELY any food or drink spills or standing water. DO NOT drag tables, chairs or other equipment across the floor.
- K.** Do not place or leave trash bags or other refuse directly on the wood floor. Any trash left in the Gallery after an event must be left in one of the Gallery's hard plastic trash bins, lined with a trash bag.

- L.** The Homeowner reserving the Gallery shall, at his/her sole cost and expense, procure any and all permits, certificates, licenses or other authorizations required for the intended use.
- M.** Any personal property or equipment brought to the Gallery in connection with a reservation is the responsibility of the Homeowner. The HA is not responsible for lost, damaged, or stolen property. Please check with your insurance company regarding coverage of your personal property and any rental equipment.
- N.** The legal and responsible consumption of alcoholic beverages is permitted in the Gallery, but the Homeowner assumes any and all liability in any way resulting from the consumption of alcohol on or around the premises. Please check with your insurance company regarding liability coverage in connection with the serving of alcohol.
- O.** Kegs of alcoholic beverages are not permitted in the Gallery.
- P.** Pets are not permitted in the Gallery.
- Q.** The Homeowner reserving the Gallery shall be responsible for any damage to the Gallery building or HA property contained therein, including the displayed artwork, and shall reimburse the HA for the cost of repairs or replacements. The HA reserves the right to select the vendors to make any necessary repairs or replacements and will invoice the Homeowner for the cost thereof. Payment shall be due immediately upon receipt of the invoice and to the extent such invoice is not paid the amount thereof shall be added to the Homeowner's monthly assessment as a special assessment.
- R.** The Homeowner must obtain the keys to the Gallery from the offices of P.J. Morgan Real Estate and is responsible for the return of the keys to P.J. Morgan Real Estate. The Homeowner is responsible for the removal from the Gallery of all of his/her personal property and for locking BOTH Gallery doors upon conclusion of the event. The Homeowner is responsible for any and all damage to the Gallery and its contents resulting from a failure to lock the Gallery doors.