

RULES & REGULATIONS FOR THE SOMA COMMUNITY

All SoMa homeowners (homeowners) are subject to provisions in the Declaration of Easements, Covenants and Restrictions for SoMa Development, dated April 15, 2005 (Declaration) and all rules and regulations duly adopted by the Board (Board) of SoMa Homeowners Development Association (SoMa).

Any violation of the Declaration or these rules and regulations may result in a levy of fines against offending homeowners, as well as the other remedies allowed for in the Declaration, including but not limited to, revocation of Visitor Parking privileges.

Governing Principles of These Rules & Regulations

These rules have been adopted by the Board to promote the following:

- providing homeowners with practical day-to-day rules for SoMa living which are clear, simple, self-executing, fair and equitable in their application.;
- encouraging the creation of a community of homeowners who share a pride of homeownership and a common vision as to what constitutes a desirable neighborhood;
- maintaining SoMa real estate property values by continuing to make SoMa a desirable community in which to live; and
- providing a safe, secure neighborhood that will help protect the personal and real property of its homeowners.

I. Safety, Security, Noise and Dues Payment

1. Speed Limit. 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.
2. Pedestrians. All pedestrians should use sidewalks when available.
3. Garage Doors and Security. 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.
4. Package Delivery. The safety of packages dropped off or delivered to SoMa units is not the responsibility of SoMa. To help protect your packages, track your deliveries online, retrieve them promptly after delivery or have them delivered to a secure location.
5. Peace and Quiet at Night. Noise must be kept down at night. Loud parties should be moved inside your unit after 10 PM.
6. Dues Payment. Monthly assessments are required to be paid by ACH draws on a

homeowner's account in order to reduce delinquencies and to eliminate administrative costs of handling paper checks. The HOA does not accept assessment payments made by or through tenants.

II. Parking Policy

A. Visitor Parking ("VP") is for "temporary use" by visitors. There are 22 VP spaces serving 126 SoMa units. The Declaration specifies that VP is limited to the "temporary use" of visitors.

"Temporary use" is determined based on the frequency that a vehicle is observed in VP. A vehicle observed in VP on not more than four days in a four-week period will be considered to be temporary use. "Visitor" means a person visiting a SoMa resident.

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. With limited exceptions, residents are not permitted to use VP. Residents are not permitted to use VP *except* when garage access is blocked by either (a) a service provider vehicle, or (b) repair work to SoMa drives or (c) repair work to the garage itself.

A "resident" is a person residing part time or full time at SoMa (whether or not that person has another residence) including roommates and other household members, whether or not there is a formal rental agreement.

Residents must have prior approval from the parking committee to park a construction lift, trailer or moving pod in VP.

C. Visitor Parking May Not Be Used By Short-Term Tenants or their Visitors. No exceptions. See definitions of "Short-term" and "tenants" in Article VI.

D. Notice to Parking Committee of proposed extended use of VP. Residents shall 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 effectively monitored and confirmed.

E. Notice of VP violation. The Parking Committee will provide either windshield flyer notice or email notice to the resident of a potential VP use violation. 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.

F. Display of VP permits. Vehicles in VP are required to display a valid, unexpired SoMa VP permit. Any resident or visitor vehicle parked in VP not displaying a VP permit *with the resident address clearly visible* is subject to immediate towing without notice.

G. Issuance of VP Permits. The HA will periodically issue to each homeowner four VP permits with a printed expiration date. Issuance of VP permits does not guarantee the availability of a VP space. 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.

H. Re-issuance of Lost VP Permits. 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 \$15 for each permit replaced.

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.

I. No Parking on Drives. Residents and visitors are not permitted to park on drives *except* that service vehicles may be temporarily parked for loading and unloading during business hours, and if the driver remains on site and available to move the vehicle.

Residents should instruct workmen to park personal vehicles in VP during weekday business hours— no permit required.

Vehicles (including PODS) may not be parked *overnight* on SoMa drives—no exceptions.

J. No Parking in front of garages. 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.

K. Towing of Vehicles. Vehicles parked in violation of this section are subject to immediate towing without notice. All towing charges incurred are the responsibility of the owner of the towed vehicle. Auto 1 Towing (402-344-2301) makes random checks of the complex and tows all vehicles parked in violation of this policy. Auto 1 Towing should be contacted directly to retrieve a vehicle.

L. Suspension/Revocation of Visitor Parking Passes. VP Permits of a homeowner may be suspended or revoked, or not renewed, if the homeowner is either (i) in arrears more than 90 days with respect to payment of monthly dues or any fines; or (ii) in any violation of any SoMa rule or policy.

III. Unit Exteriors; Architectural Control Committee

Policy Statement. 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 HOA. 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.

Section 3.6(m) of the Declaration prohibits any homeowner from making exterior additions, changes or alterations to their home without the approval of 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.

Application for all such additions, changes and alterations should be made in writing to the ACC on forms that will be provided by the Committee. To obtain a form to make application to the ACC contact P.J. Morgan Real Estate (PJMRE) at 402-397-7775.

B. Exterior Maintenance, including Exterior Fixture, Pigeon Deterrence and Downspout Maintenance.

Rowhouse homeowners are responsible for all unit exterior maintenance on their units, including but not limited to, downspouts, windows, siding, canopy, decking, roof and replacement of bulbs in all exterior light fixtures.

Any replacement exterior light fixture must be approved by the ACC or the Board.

Homeowners are required to install and maintain pigeon deterrent screens on open deck ends and to remove pigeon nests promptly.

It is the policy of the HOA to monitor downspout damage by snow removal contractors. Damage to downspouts from snow removal contractors will be repaired at the expense of the HOA.

C. Rooftop and Balcony Lighting.

Any homeowner wishing to install supplemental lighting must submit a request to the ACC. Supplemental lighting on the rooftop and balcony will be permitted if it complies with the following:

—Lighting must be muted, cast light downward, and be mounted below parapet (wall) level. No lighting may be strung or otherwise mounted on any fencing along rooftops, even if mounted below the parapet (wall) level.

—Small string lights are permitted for use on the inside of balconies, upon approval by the ACC. 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). The string lighting must cast light downward and be placed below the parapet (wall) level. String lights may only be on from dusk until 11 p.m. All other string lighting is prohibited, except for holiday lighting in accordance with the holiday

lighting rules.

Rooftop and balcony exterior of any description lights (except for permitted holiday lights) must be turned off when you are not outside.

D. Yard Art, Potted Plants, Door Wreaths, Displays, Fire Hazards.

1. Yard Art. 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.

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. Yard art must be maintained in good condition and constructed of metal, glass, ceramic, wood or stone.

2. Potted Plants. 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.

Pots must be in good condition and must be weeded and tended. Pots may be displayed on the ground or on shepherd's hooks. 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. Pots must be emptied of any diseased, dying, or dead plants and empty pots should be promptly removed and stored inside the unit.

3. Door Wreaths. Wreaths in good condition may be hung on front doors. Holiday-themed wreaths should be only hung in accordance with Holiday Decoration rules set forth below.

4. No Pre-Approval. No application or pre-approval is required for yard art, potted plants and door wreaths; however, the ACC periodically reviews the SoMa community and is empowered to decide if any yard art, potted plants, or door wreaths violate these rules.

5. Holiday Decorations Displayed Outside and in Unit Windows. Holiday decorations, including decorative lighting, may be displayed in unit windows and outside during the period of time around the holidays they represent.

Winter holiday displays are limited to November 15 through January 15. 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.

All holiday decorations must be in good condition, not displayed in an inappropriate manner and be respectful of neighbors.

6. Athletic Team Decorations. 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.

7. Political Displays. 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.

8. Flags. Flags may not be displayed outside of a unit or in unit windows, except that a homeowner may display one portable, removable United States flag, daily in a respectful way, and under the following conditions: (a) the Flag must be in good condition and 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.

9. Business Advertising and Displays. Items supporting or advertising businesses, companies, or other advertising messages, are prohibited from being erected or maintained outside or in unit windows.

10. For Sale Signs. No "For Sale" sign shall be displayed in windows of or outside a unit, except that a single "For Sale" sign, no more than six feet square feet in dimension, may be exhibited in one window of a unit.

11. Ethnic, Cultural, Religious, Political, Offensive and other Directed Message Displays. 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.

12. Exterior Speakers. The Declaration 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. The Declarations also do not permit recessed speakers to be installed in the common walls or common ceilings of units.

13. Structures, Fencing, Hot Tubs, and Pools. The Declaration prohibits structures of any description on roof decks and balconies. "Structures" include hot tubs, saunas, storage, sheds, greenhouses and tents. Homeowners are prohibited from placing fencing of any type on any portion of SoMa property or the area outside of any homeowner's unit. Hot tubs, saunas, pools or other water retaining structures are not permitted on rooftops.

14. Satellite Dishes. 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. Any wiring connected to a satellite dish must be hidden from view.

15. Fire Safety. No solid fuel open flames are permitted on roof decks or balconies. No charcoal or wood fires are permitted on roof decks or balconies. 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 regulations, the Declaration, and any applicable rules adopted by the HOA
Tiki torches and fireworks are not permitted anywhere at SoMa.

16. Violations. Homeowners shall be advised in writing or by email of violations of the provisions of this Part D and shall have an opportunity to be heard by the Board, whose decision on compliance with these provisions shall be final.

E. Window Film and Window Replacement.

1. Window Film/Tinting. The ACC shall review and approve, subject to final approval of the Board, a homeowner's written application for the addition of tinted film to the front entrance door and bottom floor windows of rowhouse units, as well as any third floor bathroom window, if the film/tinting is monochrome and either light grey or white frosted in nature, without any pattern or design.

2. Window Replacement. The ACC shall review and approve, subject to final approval of the Board, a homeowner's written application for window replacement that includes either (a) a certification by the installer or (b) other evidence satisfactory to the ACC that the replacement windows are not substantially different from the original Pella windows with respect to tint and color.

IV. Landscaping in Common Areas, Outside Units and Balcony Planters

A. HOA Maintains All Common Area Landscaping. Pursuant to the Declaration, it is the responsibility of the HOA to maintain all SoMa outdoor landscaping, regardless of location or property lines. Landscaping includes lawn, shrubs, rocks, mulch, trees and plants of any description, and also includes landscaping around rowhouse entrances.

B. Potted Plants. Residents may place potted plants on roof decks, balconies and, subject to the limits set forth in these Rules, outside rowhouse entrances. Any such potted plants are the responsibility of the resident. 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.

C. Homeowner Plantings in Common Areas. If a homeowner desires to undertake any outdoor landscaping around their unit, at the homeowner's own expense, the homeowner shall:

—Submit a written proposal to the Board for approval prior to any work being done. The Board will review the proposal 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.

—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.

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 subject to all restrictions set forth in the Declaration and these requirements:

- A.** Pets must be leashed at all times when outside any unit per Chapter 6 of the Omaha Municipal Code and the Declarations, 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. The Board may assess a fine of \$50.00 per occurrence against any homeowner. "Walk" your dog to different areas to decrease dog urine's detrimental impact on vegetation around SoMa.
- C.** Don't leave dogs unattended outside your unit, or on your balcony or roof deck—this can be a barking nuisance.
- D.** 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.
- E.** 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 and Short-Term Unit Rental Policy

All long-term and short-term rentals of any SoMa Units are governed by the rules and policies set forth below.

"Long-term" means any rentals in duration *30-days or longer*.

"Short-term" means any rentals in duration *shorter than 30-days*.

"Rentals" means all rentals and leases of Units, including but not limited to, all rentals or leases through rental services, including through any "online hosting platform" as defined in Chapter 77 of Nebraska Revised Statutes, such as Airbnb and VRBO.

"Tenants" means any lessee, tenant or guest having a right to occupy a unit pursuant to a Rental.

"Unit" or "Units" means any loft or rowhouse in the SoMa community.

A. Long Term Rental Contact Information. Prior to the start of a long-term rental, the homeowner shall provide to PJMRE, and update as appropriate, (1) the SoMa address and homeowner name(s) and (2) the tenant name(s), phone number(s) and email address(es). This information will be used to communicate information that is of potential importance to longer-term residents, such as concrete maintenance schedules.

B. Short-Term Rental Contact Information. Prior to booking a short-term rental, the homeowner must provide to PJMRE the homeowner's or host's emergency contact information for use in correcting violations, eliminating disturbances or remedying problems associated with the rental of the unit. The SoMa Lofts HOA may impose additional requirements concerning the furnishing of contact information, including that of guests.

C. Failure by the homeowner to promptly provide the contact information required in A. and B. above may result in a fine or other remedies available to the HOA.

D. Homeowner responsibility for tenant compliance. It is the Homeowner's responsibility to inform each tenant of, and require tenant compliance with, all 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. For all long term leases, homeowner must provide copies of HOA covenants, rules and policies to the tenant and the such shall be made a part of the lease document. In all events, the HOA is not responsible for managing leases with, or communicating HA policies to, tenants.

E. Homeowner responsibility for damage; fines. The homeowner is responsible for damage or fines resulting from the tenant's violations of HOA covenants, rules or policies. Any unpaid amounts will be assessed and become a lien against the homeowner's unit.

F. Fining Policy. A homeowner will ordinarily receive a warning after the first homeowner or tenant violation of this article. Any subsequent violation shall result in the homeowner being fined up to \$200, and up to an additional \$500 for each subsequent violation. The SoMa 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.

F. Long-Term Tenants: Mailboxes; Visitor Parking. For Long-term tenants, it is the homeowner's responsibility to provide tenants with (i) the location of, and keys to, the unit mailbox and (ii) VP permits and to require their return. Any replacement VP permit must be purchased pursuant to the Parking Policy.

G. Short-Term Tenants: Visitor Parking. Visitor Parking May Not Be Used By Short-Term Tenants or their Visitors. No exceptions.

H. Indemnification. By engaging in the Rental of a Unit, the homeowner agrees to defend, indemnify and hold harmless the Board, the HOA, and all other SoMa homeowners 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 homeowner or homeowner's tenants, agents, or employees on the Premises; or (ii) any

negligent or intentional act or omission on the part of the homeowner or homeowner's tenants, agents, or employees. This indemnification shall survive the termination of a homeowner's rental with any tenant.

VII. Construction in SoMa

All construction and repair of a homeowner's unit must be done in accordance with the requirements set forth in the Declaration and in compliance with the requirements of this article. The homeowner is responsible for assuring their contractors comply with this article.

A. Service Vehicle Parking. Service vehicles parked on SoMa property must do so in accordance with the Parking Policy. During weekday business hours, a single marked service vehicle may be parked in front of the homeowner's garage door in accordance with the Parking Policy. Service vehicles otherwise should be parked in Visitor Parking. The homeowner must provide advance notice to the Parking Committee if a service vehicle is to be parked along 11th Plaza or 12th Plaza, to ensure the streets are still navigable. The operator of any service vehicle parked on SoMa property but not in Visitor Parking on site and available to move the vehicle to allow other residents to access their units.

B. No Storage of Construction Items or Lifts. Storage of any equipment, lifts, debris, material, tools, or other construction items on SoMa common areas without express permission from the Board. Construction items includes but are not limited to scaffolding, roofing materials, decking and siding. For this purpose SoMa common areas include: Visitor Parking, sidewalks, drives, plazas and landscaped areas.

Portable toilets are not allowed to be placed or stored anywhere on SoMa property.

Any of these prohibited items found on SoMa property without prior approval from the Board may be removed without notice to the homeowner and at the homeowner's expense.

C. Liability for Damage. 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. Construction Dumpsters on SoMa Property. 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, driveways, drives, and in front of unit garages, except in accordance with this subpart.

Upon request to the SoMa Board, a construction dumpster may be approved for placement in front of a unit garage or in Visitor Parking upon compliance with the following:

—the Parking Committee is given a complete description of the dumpster (e.g., dimensions, date of placement and date by which it will be removed;

—in the case of placement in Visitor Parking, the dumpster does not take up more than

one VP space;

—the dumpster does not obstruct or impede either (a) residents from accessing their units or (b) motor vehicle traffic on SoMa drives, including delivery vehicles, service vehicles, and most importantly, emergency vehicles;

—the dumpster will be in place for no longer than (a) two weeks in front of a unit garage or (b) one week in Visitor Parking, as the case may be; and

—safety cones are placed at the outside corners of dumpster.

The Board has the right to require the immediate removal, at the homeowner's expense, of any dumpster in violation of this subpart.

VIII. Trash and Recycling Bins

—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.

—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.

—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.

—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.

—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.

—Residents are not permitted to otherwise leave bagged pet waste anywhere outside of units, including but not limited to, the areas around unit entrances.

—Residents who are found to be in violation of any of these rules are subject to fines starting at \$50 and/or revocation of Visitor Parking permits or any other remedy available to the Board.

IX. 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@tcrs.com.

X. SoMa Community Garden

The SoMa Community Garden (Community Garden), has been in existence since 2007. Located in the center of the complex, 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

1. All gardeners in good standing are members of the Garden Committee.
2. 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

1. All garden use is restricted to SoMa residents only.

2. The individual plots are privately held and gardened and are for the exclusive use of the person(s) assigned the plot for the season.
3. 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.
4. 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.
5. 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.
6. 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

1. Each household can only be assigned one plot.
2. Only residents of SoMa may request a garden plot. Gardens will be assigned on a first come first served basis.
3. Assigned plots will remain with the resident until relinquished, revoked or when the person is no longer a resident.
4. When the garden plots are fully assigned for the upcoming year, additional names will be placed on a waiting list in the order requested.
5. 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.
6. Failure to maintain a garden plot will result in forfeiture of the garden plot.
7. 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

1. 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.
2. 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.

XI. 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.