

DECLARATION

REGENCY 1ST ADDITION
a subdivision in Douglas County, Nebraska,
as surveyed, platted, and recorded

This DECLARATION, made March 19, 1968, by

REGENCY, INC., a Nebraska business corporation
with its registered office in Omaha, Douglas
County, Nebraska, hereafter called "Declarant",

WITNESSETH: THAT,

Whereas Declarant and others own all of certain parts of Sections
20 and 21, Township 15 North, Range 12 East of the Sixth Principal
Meridian in Douglas County, Nebraska, and have heretofore agreed,
pursuant to an Indenture executed March 19, 1968, that so much
thereof as comprises Regency 1st Addition, a subdivision in Douglas
County, Nebraska, as surveyed, platted, and recorded, hereafter
called "Regency 1", will be subject to conditions and other terms
appropriate, convenient, or necessary to preserve and promote its
private residential character in conformity to and coordination
with the general scheme of development and use expressed in said
Indenture,

Now, therefore, in consideration of the matters herein recited
and the acceptance of this Declaration by all of such other
owners, Declarant does hereby

DECLARE as follows, to-wit:

I. Involved Property: All real property involved in this Declara-
tion, hereafter called "involved property", is and will be ac-

quired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Declaration, and the following does and will constitute the involved property so subjected to this Declaration:

a. Lots 1 through 153 of Regency 1 will be subjected to this Declaration.

b. Declarant will retain the right at any time or from time to time through December 31, 1998, to subject additional real property owned by it in Douglas County, Nebraska, and comprised of one or more subdivisions or units suitable for individual private residential purposes, hereafter called "lot" or "lots", and any other owners will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by Regency Homes Association, a Nebraska nonprofit corporation, hereafter called "Association", also to subject additional real property owned by them in Douglas County, Nebraska, and comprised of one or more lots, to this Declaration by executing and recording with the Register of Deeds of Douglas County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of such lots 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 private residential character of Regency 1.

2. Covenants: The involved property is and will be through December 31, 1998, subject to all and each of the following conditions and

other terms, hereafter called "covenants":

a. Except for such lot or lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit public purposes to the extent permitted by applicable zoning regulations, no lot will be occupied or used for other than single-family residential purposes; and no lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each lot or for each part thereof of an area not less than ten thousand square feet.

b. The structure or associated structures comprising a single-family residence will consist of a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height with an enclosed private garage equipped with an automatic or remote control device for operation of its door or doors and with or without attached breezeways and other outbuildings, including separate servant quarters, appropriate, convenient, or necessary for residential purposes.

c. No single-family residence will be altered, built, constructed, or otherwise maintained on any lot without an express written approval executed by Association through its Architectural Control Committee or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, 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, in-

including, for Lots 68 through 134, not less than fifteen feet of

side yard width or any lesser width approved by Association, quality of construction, size, and suitability for residential purposes of such single-family residence; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, pool, tennis court, wall, or other structure or associated structures and no trees or other substantial landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any lot without such approval by Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for residential purposes.

d. After commencement thereof all approved or permitted construction on any lot will be as diligently as practicable prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any lot in uncompleted or unfinished condition for more than eighteen months.

e. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

f. No driveway will be constructed or maintained on any lot and connected to or with an adjoining public street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by a con-

struction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected public sidewalk nearest such lot to such union, only with concrete cement of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway will be so constructed or maintained and connected across or over an adjoining public sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

g. 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 so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

h. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any lot, other than in a location out of public view or more than twenty feet to the rear of the front line of a single-family residence, without an express written Approval executed by Association through its Architectural Control Committee in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, other than in a location out of public view.

i. No advertising sign, or other poster other than a sign of an area of not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot.

j. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction, and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any lot.

k. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck, or other vehicle will be repaired, torn down, or stored on any lot, other than in an enclosed structure.

l. No birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred, kept, or otherwise maintained on any lot.

m. 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.

3. Easements: The involved property is and will be perpetually, unless any thereof is terminated, subject to all and each of the following easements for landscape purposes, non-access to Pacific Street, utility conduits, connections, maintenance, and services, hereafter called "easements":

a. Each of Northwestern Bell Telephone Company, Omaha Public

Power District, and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective telephone and electric conduits, lines, or other facilities in, over, under, and upon a strip or strips abutting the rear boundary line of each lot other than Lots 1 and 37 through 46 and abutting the side boundary lines of each lot other than the southerly side boundary line of Lot 1 of five feet in width or, for such lines of Lots 46, 47, 114 through 123, and 146 not shared with any other lot, of ten feet in width and, further, after installation of any such facility for additional purposes of confining each such strip to its then present grade elevation and prohibiting use thereof for any building, tree, wall, or other structure or any other use inconsistent with the function of such facility; but the easement for any such strip in each lot will terminate if no such facility is installed therein on or before December 31, 1973, or will terminate any time thereafter if all such facilities installed therein are completely removed without replacement of any thereof within sixty days after such removal.

b. Association and its assigns and successors will have an easement as to each of Lots 1 and 37 through 46 for purposes of prohibiting and completely restricting all means of egress, ingress, or other access by driveway, road, street, walk, or other means of connection between each of such lots and abutting right of way for Pacific Street.

c. Association and its assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, installing, maintaining,

planting, or renewing shrubs, trees, or other decorative or landscaping vegetation in, over, and upon a strip abutting the southerly side boundary line of Lot 1 and abutting the rear boundary line of each of Lots 37 through 46 of twenty feet in width and, further, for additional purposes of prohibiting any use thereof inconsistent with a landscaped buffer or screen between each of such lots and abutting right of way for Pacific Street; but the easement for each such strip in each such lot will terminate on December 31, 1978.

4. Association: The involved property is and will be through December 31, 1998, or for such longer or other period as may otherwise be fixed included in membership in Association subject to all and each of the following conditions and other terms:

a. Association will have the right, in general, without any part of its 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 nonprofitable 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, boat docks, golf courses, lakes, parks, swimming-pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, by providing weed and other actual or potential nuisance abatement or control, security service, and other community services, by exercising architectural control and securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, by fixing and collecting or abating dues or other charges for financing its operations; by delegating by

contract or otherwise to any other Nebraska nonprofit corporation, general responsibility for administration and executive management of its affairs, and by undertaking any one or more other activities appropriate, convenient, or necessary to promote or sustain any such interest, to acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species of personal or real property wherever located, and to engage in any other venture for the mutual non-profitable interests of its members for which a corporation may be organized under the Nebraska Nonprofit Corporation Act, as amended.

b. Except for such lot or lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit or public purposes to the extent permitted by applicable zoning regulations, every lot will be automatically included in membership in Association as a benefit or burden running with and charge upon the ownership of each such lot; and the owners of any other lots will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by Association thereafter to include any such lot in membership in Association as a benefit or burden running with and charge upon the ownership of such lot.

c. Dues or other charges for each lot included in membership fixed by Association in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, will each constitute until abated or paid a lien upon and charge against such lot in favor of Association; but no such lien upon any such lot will at any time be superior to any earlier or later

contract or otherwise to any other Nebraska nonprofit corporation
general responsibility for administration and executive manage-
ment of its affairs, and by undertaking any one or more other
activities appropriate, convenient, or necessary to promote or
sustain any such interest, to acquire by purchase or otherwise,
hold for investment or otherwise, or dispose of for profit or
otherwise any interest in or species of personal or real property
wherever located, and to engage in any other venture for the mutu-
tual non-profitable interests of its members for which a corpora-
tion may be organized under the Nebraska Nonprofit Corporation

Act, as amended.

b. Except for such lot or lots or part thereof as may from
time to time be occupied or used for educational, recreational,
religious, or other nonprofit or public purposes to the extent
permitted by applicable zoning regulations, every lot will be
automatically included in membership in Association as a benefit
or burden running with and charge upon the ownership of each such
lot; and the owners of any other lots will have the right at any
time or from time to time but only upon the receipt of an express
written Acceptance executed by Association thereafter to include
any such lot in membership in Association as a benefit or burden
running with and charge upon the ownership of such lot.

c. Dues or other charges for each lot included in membership
fixed by Association in the manner set out in its Articles of
Incorporation or its By-Laws, as from time to time amended, will
each constitute until abated or paid a lien upon and charge
against such lot in favor of Association; but no such lien upon
any such lot will at any time be superior to any earlier or later

established lien upon such lot for security for a home improvement or purchase money loan or the unpaid balance of a purchase contract for such lot.

d. The obligations and privileges of membership in Association will in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, extend to contract purchasers and owners of all lots included in membership and appertain to and be coterminous with the duration of the interest of each such contract purchaser or owner and also extend to all persons accepted for membership for a period or from period to period; but each member will be and remain personally liable to Association until abatement or payment for all dues or other charges fixed by it at any time or from time to time throughout the duration of such interest or membership.

e. Association will have the right in the manner set out in its Articles of Association or its By-Laws, as from time to time amended, to divide the membership into classes, to deny or limit voting rights of members in any membership class, and to deny access to or use of facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

5. Enforcement: The covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

a. Association and every contract purchaser or owner of any lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient,

or necessary for enforcement as to any lot of any covenant or any easement granted to it and to fix a reasonable charge for such action as a lien upon and charge against such lot in favor of Association.

b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

6. Extension, Modification, Termination: The conditions and other terms of this Declaration are and will be subject to the following provisions for extension, modification, or termination:

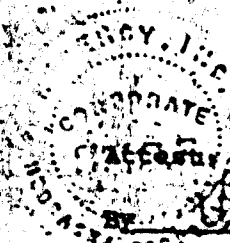
a. Association will have the right by an express written Permit for the purpose of abiding undue hardship to waive partly or wholly the application to any lot of any covenant or easement granted to it; and Association will have the right in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, at any time or from time to time to extend, modify, or terminate all or any part or parts of this Declaration other than the easements granted to other grantees.

b. Any grantee, assign thereof, or successor thereto will have the right by an express written Termination to terminate any easement granted to such grantee.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska.

REGENCY, INC.

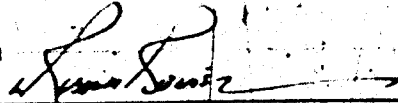
BY R. S. Salyards
R. S. Salyards,
Its Vice President



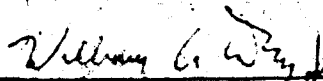
BY J. F. Evans
J. F. Evans,
The Secretary

The undersigned, being all of the owners other than Regency, Inc. referred to therein, hereby accept and agree to the foregoing Declaration.

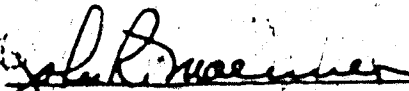
DATED at Omaha, Douglas County, Nebraska, on March 19, 1968.



W. Russell Bowie, Jr.



William A. Day, Jr.



Joan R. Maenner



Robert L. Mierendorf



Louis R. Seybold

13 - 309 +

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Supplementary

DECLARATION

REGENCY TOWNHOMES 3rd ADDITION
a Replat of Part of Lot 155, Regency 1st Addition
a subdivision in Douglas County, Nebraska,
as surveyed, platted, and recorded

This SUPPLEMENTARY DECLARATION, made ^{October} ~~September~~ 1, 1975, by

UNITED BENEFIT LIFE INSURANCE COMPANY, a Nebraska insurance corporation with its registered office in Omaha, Douglas County, Nebraska, hereafter called "Declarant",

WITNESSETH: THAT,

Whereas Regency, Inc., a Nebraska business corporation wholly owned by Declarant, and others then owning all of certain parts of Sections 20 and 21, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, have heretofore agreed, pursuant to an Indenture executed March 19, 1968, that so much thereof as comprises part of Lot 155, Regency 1st Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 1", and as replatted into Regency Townhomes 3rd Addition, hereafter called "Townhomes 3", will be subject to conditions and other terms appropriate, convenient, or necessary to preserve and promote its clustered private residential character in conformity to and coordination with the general scheme of development and use expressed in said Indenture;

Whereas said Regency, Inc. and such others have heretofore provided, pursuant to said Indenture and to a certain Declaration executed March 19, 1968, and recorded at Pages 103 through 115 of Book 461 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency 1 for the inclusion of additional real property in membership in

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Whereas said Regency, Inc. has heretofore provided, pursuant to said Indenture and to a certain Declaration executed July 30, 1971, and recorded at Pages 7 through 21 of Book 502 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 1st Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Townhomes 1", in near proximity to Townhomes 3, for extension of the conditions and other terms set out in said Declaration executed July 30, 1971, to additional real property;

Whereas Declarant has heretofore provided, pursuant to said Indenture, to said Declaration executed March 19, 1968, to said Declaration executed July 30, 1971, and to a certain Supplementary Declaration executed May 22, 1972, and recorded at Pages 209 through 215 of Book 510 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska for the inclusion of Lots 155-G1 through G14 and 155-H1 through H15, Regency Townhomes 2nd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Townhomes 2", in membership in Homes Association and also for the extension of the conditions and other terms set out in said Declaration executed July 30, 1971, to Lots 155-G1 through G14 and 155-H1 through H15 of Townhomes 2; and

Whereas, for effectuation of such general scheme of development and use, applicable subdivision and zoning regulations permit and require the execution and delivery for filing and recording of an instrument or Declaration of Covenants, Conditions, and Restrictions as to the permanent maintenance of open space, common grounds, or recreational areas in connection with such clustered private residences;

1. Involved Property: All real property involved in this Supplementary Declaration, hereafter called "involved property", is and will be acquired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Supplementary Declaration; and Lot 155-A5 of Townhomes 3, hereafter called "common ground", and Lots 155-D1 through D6, 155-E1 through E10, and 155-F1 through F4 of Townhomes 3, hereafter called "townhome lot" or "townhome lots", will be subjected to this Supplementary Declaration and, pursuant to Paragraph 1b thereof, to said Declaration executed July 30, 1971, with the express additions and modifications set out in this Supplementary Declaration.
2. Convenants: The common ground is and will be through December 31, 1998, subject to all and each of the conditions and other terms of Paragraph 2a of said Declaration executed July 30, 1971, hereafter called "covenants"; and, except for the common ground, the involved property is and will be through December 31, 1998, subject to all and each of the conditions and other terms of Paragraph 2b through 2o of said Declaration executed July 30, 1971, hereafter called "covenants".
3. Easements: The involved property is and will be perpetually, unless any thereof is terminated, subject to all and each of the conditions and other terms for common use, balcony, fireplace, patio, roof, and other structural projections, maintenance, repair, recreational, and other access, party walls, and private and public sewer and utilities conduits, connections, lines, maintenance, and services of Paragraph 3a through 3e of said

benefit or burden running with and charge upon the ownership of each townhome lot, pursuant to Paragraph 4b of said Declaration executed March 19, 1968, subject to all and each of the conditions and other terms of Paragraph 4a through 4e of said Declaration executed March 19, 1968; and for such purposes each townhome lot is and will be a townhouse lot or dwelling unit as referred to by the Articles of Incorporation of Homes Association and its By-Laws, as from time to time amended.

5. Association: The involved property is and will be through December 31, 1998, or for such longer or other period as may otherwise be fixed, included in membership in Association as a benefit or burden running with and charge upon the ownership of each townhome lot, pursuant to Paragraph 5b of said Declaration executed July 30, 1971, subject to all and each of the conditions and other terms of Paragraph 5a through 5e of said Declaration executed July 30, 1971.

6. Enforcement: The covenants, easements, conditions, and other terms set out in this Supplementary Declaration, in said Declaration executed March 19, 1968, and in said Declaration executed July 30, 1971, are and will be subject to the following enforcement:

a. Association and every contract purchaser or owner of any townhome lot of Townhomes 1, of Townhomes 2, or of Townhomes 3, will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to the common ground or as to any townhome lot of any covenant or easement granted to it or to such contract purchaser or owner and to fix a reasonable charge for such action as to any townhome lot of Townhomes 1, of Townhomes

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appropriate, convenient, or necessary for collecting dues or other charges as to any townhome lot of Townhomes 1, of Townhomes 2, or of Townhomes 3 as fixed by it in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended.

b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

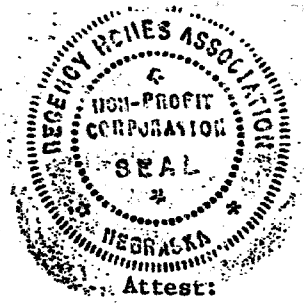
7. Extension, Modification, Termination: The conditions and other terms of this Supplementary Declaration are and will be subject to the following provisions for extension, modification, or termination:

a. 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 townhome lot of any covenant or easement granted to it; and Association and Homes Association will each have the right in the manner set out in their respective Articles of Incorporation or their respective By-Laws, as from time to time amended, at any time or from time to time to extend, modify, or terminate all or any part or parts respectively of this Supplementary Declaration or of Paragraph 4a through 4e of said Declaration executed July 30, 1971, other than easements granted to other grantees.

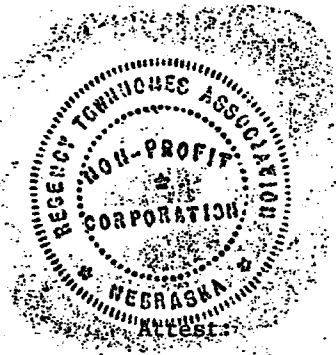
b. Any grantee, assign thereof, or successor thereto will have the right by an express written Termination to terminate any easement granted to such grantee.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration

at Omaha, Douglas County, Nebraska.



BY William A. Day, Jr.
William A. Day, Jr.,
Its Assistant Secretary



REGENCY TOWNHOMES ASSOCIATION

BY Robert D. Shreve
Robert D. Shreve,
Its President

BY LaVerne C. Brown
LaVerne C. Brown,
Its Secretary

3

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
10 DAY OF October 1975 AT 11:30 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

26-25

Regency Townhomes 3rd Addition

Lot 155-A5 1

Lots 155-D1 to D6 6

Amendment and Extension
of
DECLARATIONS and SUPPLEMENTARY DECLARATIONS

Lots 1 through 153 and Southwesterly 4 Acres of Lot 154,
 REGENCY 1st ADDITION;
 Lots 164 through 227, REGENCY 3rd ADDITION;
 Lots 232 through 300, REGENCY 4th ADDITION;
 Lots 301 through 329, REGENCY 5th ADDITION;
 Lots 330 through 333, Parts of Lots 334 and 335, and
 Lots 336 through 371, REGENCY 6th ADDITION;
 Lots 155-B1 through B6 and Lots 155-C1 through C16,
 REGENCY TOWNHOMES 1st ADDITION;
 Parts of Lot 155-A4, Lots 155-G1 through G6,
 Parts of Lots 155-G7 and G8, Lots 155-G9 through G14,
 and Lots 155-H1 through H15,
 REGENCY TOWNHOMES 2nd ADDITION;
 Lots 155-D1 through D6, Lots 155-E1 through E10,
 and Lots 155-F1 through F4,
 REGENCY TOWNHOMES 3rd ADDITION;
 Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION; and
 Lots 372 through 415, REGENCY 6th ADDITION.

1988 AUG 25 AM 10:18
 GEORGE J. EARLE, CLERK
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBRASKA

This AMENDMENT and EXTENSION of DECLARATIONS and SUPPLEMENTARY DECLARATIONS

made August 23, 1988, by

REGENCY HOMES ASSOCIATION, a Nebraska nonprofit corporation with its registered office in Omaha, Douglas County, Nebraska, hereafter called "Declarant",

WITNESSETH: THAT,

Whereas Regency, Inc., a Nebraska business corporation wholly owned by United of Omaha Life Insurance Company (formerly named "United Benefit Life Insurance Company"), a Nebraska insurance corporation with its registered office in Omaha, Douglas County, Nebraska, hereafter called "United", and others then owning all of certain parts of Sections 20 and 21, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, have heretofore agreed, pursuant to an unrecorded Indenture executed May 19, 1968, that so much thereof as comprises Lots 1 through 153 and the Southwesterly 4

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 749 N DEL 28 MC RC
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Acres of Lot 154, Regency 1st Addition, Lots 164 through 227, Regency 3rd Addition, Lots 232 through 300, Regency 4th Addition, Lots 301 through 329, Regency 5th Addition, and Lots 330 through 333, parts of Lots 334 and 335, and Lots 336 through 371, Regency 6th Addition, formerly subdivisions in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency 1", "Regency 3", "Regency 4", "Regency 5", and "Regency 6", would be subject to conditions and other terms appropriate, convenient, or necessary to preserve and promote their private residential character, inclusive of membership in Declarant, in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1998, or such other date as might be fixed through formal corporate action of Declarant, and also have heretofore agreed, pursuant to said unrecorded Indenture, that so much thereof as comprises Lots 155-B1 through B6 and Lots 155-C1 through C16, Regency Townhomes 1st Addition, Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 155-A4, Lot 155-G4 inclusive of the second westerly .030 acre of Lot 155-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the third westerly .001 acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots 155-H1 through H15, Regency Townhomes 2nd Addition, Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency Townhomes 3rd Addition, Lots 155-J1 through J20, Regency Townhomes 4th Addition, and Lots 372 through 415, Regency 6th Addition, formerly subdivisions in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency Townhomes 1", "Regency Townhomes 2", "Regency

Townhomes 3", "Regency Townhomes 4", and "Regency Townhomes II", would be subject to conditions and other terms appropriate, convenient, or necessary to preserve and promote their clustered private residential character, inclusive of membership in Declarant, in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1998, or such other date as might be fixed through formal corporate action of Declarant;

Whereas said Regency, Inc. and such others have heretofore provided, pursuant to said unrecorded Indenture and to a certain Declaration executed May 19, 1968, and recorded at Pages 103 through 115 of Book 461 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency 1, except for said Southwesterly 4 Acres of Lot 154 in Regency 1, for the creation and imposition thereon of certain conditions and other terms set out in said Declaration, for the inclusion thereof in membership in Declarant, and for the extension of such conditions and other terms to additional real property; and Declarant has heretofore accepted such inclusion in its membership;

Whereas said Regency, Inc. has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed April 28, 1971, and recorded at Pages 35 through 38 of Book 499 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to Regency 3 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed March 21, 1973, and recorded at Pages 369 through 372 of Book 520 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to said Lots 232 through 274 in Regency 4 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed July 19, 1973, and recorded at Pages 723 through 726 of Book 524 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to said Lots 275 through 300 in Regency 4 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed May 21, 1976, and recorded at Pages 295 through 298 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to Regency 5 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed October 24, 1978, and recorded at Pages 387 through 391 of Book 609 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as modified by a certain Correction of Supplementary Declaration executed February 16, 1979, and recorded at Pages 659 and 660 of Book 610 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to said Lots 330 through 333, parts of Lots 334 and 335, and Lots 336 through 371 in Regency 6 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas Karen A. Theisen and William M. Theisen, wife and husband of Omaha, Douglas County, Nebraska, have heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, to a certain Supplementary Declaration executed May 3, 1982, and recorded at Pages 282 through 286 of Book 670 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and to a certain Ratification of Supplementary Declaration executed July 8, 1987, and recorded at Pages 330 through 335 of Book 822 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms of said Declaration to said Southwesterly 4 Acres of Lot 154 in Regency 1 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of a certain Declaration executed July 30, 1971, and recorded at Pages 7 through 21 of Book 502 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of Regency Townhomes 1; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Supplementary Declaration executed May 22, 1972, and recorded at Pages 209 through 215 of Book 510 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as modified by a certain Amendment to Supplementary Declaration executed May 24, 1976, by Regency Townhomes Association, a Nebraska nonprofit corporation with its registered office in Omaha, Douglas County, Nebraska, accepted by Declarant and also accepted by a certain Adoption and Ratification of Amendment to Supplementary Declaration executed May 29, 1976, by said United and recorded, respectively, at Pages 365 through 369 and at Pages 729 and 730 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of Regency Townhomes 2; and Declarant has heretofore accepted such additional inclusion in its membership as so modified:

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Supplementary Declaration executed October 1, 1975, and recorded at Pages 333 through 339 of Book 556 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of

Regency Townhomes 3; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Supplementary Declaration executed June 13, 1977, and recorded at Pages 353 through 360 of Book 583 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of Regency Townhomes 4; and Declarant has heretofore accepted such additional inclusion in its membership; and

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Declaration executed October 24, 1978, and recorded at Pages 392 through 400 of Book 609 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of Regency Townhomes II; and Declarant has heretofore accepted such additional inclusion in its membership;

Now, Therefore, in consideration of the matters herein recited and upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, Declarant does hereby

AMEND and EXTEND said Declarations and said Supplementary Declarations as follows, to-wit:

1. Respective Paragraphs 2 of each of said Declaration executed March 19, 1968, as to Regency 1, except for said Southwesterly 4 Acres of Lot 154 in

Regency 1, said Supplementary Declaration executed April 28, 1971, as to Regency 3, said Supplementary Declaration executed March 21, 1973, as to said Lots 232 through 274 in Regency 4, said Supplementary Declaration executed July 19, 1973, as to said Lots 275 through 300 in Regency 4, said Supplementary Declaration executed May 21, 1976, as to Regency 5, said Supplementary Declaration executed October 24, 1978, as to said Lots 330 through 371 in Regency 6, and said Supplementary Declaration executed May 3, 1982, and said Ratification of Supplementary Declaration executed July 8, 1987, as to said Southwesterly 4 Acres of Lot 154, in Regency are and will be amended forthwith by substitution of the date, "December 31, 2028", for and in the place of the date, "December 31, 1998", so as to extend throughout the period ended on or after such substituted later date the applicability to the involved property and the enforceability of the covenants.

2. Respective Paragraphs 4 of each of said Declaration executed May 19, 1968, as to Regency 1, except for said Southwesterly 4 Acres of Lot 154 in Regency 1, said Supplementary Declaration executed April 28, 1971, as to Regency 3, said Supplementary Declaration executed March 21, 1973, as to said Lots 232 through 274 in Regency 4, said Supplementary Declaration executed July 19, 1973, as to said Lots 275 through 300 in Regency 4, said Supplementary Declaration executed May 21, 1976, as to Regency 5, said Supplementary Declaration executed October 24, 1978, as to said Lots 300 through 371 in Regency 6, said Supplementary Declaration executed May 3, 1982, and said Ratification of Supplementary Declaration executed July 8, 1987, as to said Southwesterly 4 Acres of Lot 154 in Regency 1, said Declaration executed July 30, 1971, as to Townhomes 1, said Supplementary Declaration executed May 22, 1972, as to Townhomes 2, said Supplementary Declaration executed October 1, 1978, as to Townhomes 3, said Supplementary Declaration

executed June 13, 1977, as to Townhomes 4, and said Declaration executed October 24, 1978, as to Townhomes II, are and will be amended forthwith by substitution of the date, "December 31, 2028", for and in the place of the date, "December 31, 1998", so as to extend throughout the period ended on or after such substituted later date the benefit and burden for the involved property of membership in Declarant.

IN WITNESS WHEREOF, Declarant has executed this Amendment and Extension of Declarations and Supplementary Declarations at Omaha, Douglas County,



REGENCY HOMES ASSOCIATION

BY Howard H. Moldenhauer
Howard H. Moldenhauer
Its President

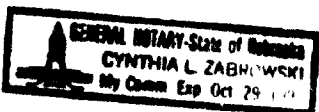
Attest:

BY Judy Ann Simmons
Judy Ann Simmons,
Its Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally appeared Howard H. Moldenhauer, President of Regency Homes Association, a Nebraska nonprofit corporation, known to me to be the President and identical person who executed the foregoing instrument, acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on August 23, 1988.



Cynthia L. Zabnowski
Notary Public

BOOK 864 PAGE 102

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Amendment and Extension
DECLARATION and SUPPLEMENTARY DECLARATIONS

GEORGE J. BUELL, JR.
REGISTER OF DEEDS
DODGE COUNTY, NEBRASKA

78-307 Lots 155-A1 and A2, Lots 155-B1 through B6, and
Lots 155-C1 through C16, REGENCY TOWNHOMES 1st ADDITION; 51-32693
78-323 Lots 155-A3 and A4, Lots 155-G1 through G14, and Lots 155-H1 through H15,
REGENCY TOWNHOMES 2nd ADDITION; 51-32694
78-337 Lots 155-A5, Lots 155-D1 through D6, Lots 155-E1 through E10, and
Lots 155-F1 through F4, REGENCY TOWNHOMES 3rd ADDITION; and 51-32695
78-345 Lot 155-A6 and Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION.
51-32696

This AMENDMENT and EXTENSION of DECLARATION and SUPPLEMENTARY DECLARATIONS
made September 29, 1988, by

REGENCY TOWNHOMES ASSOCIATION, a Nebraska non-profit corporation with its
registered offices in Omaha, Douglas County, Nebraska, hereafter called
"Declarant,"

WITNESSETH: THAT,

Whereas, Regency, Inc., a Nebraska business corporation wholly owned by United
of Omaha Life Insurance Company (formerly named "United Benefit Life Insurance
Company"), a Nebraska insurance corporation with its registered office in
Omaha, Douglas County, Nebraska, hereafter called "United", and others then
owning all of certain parts of Sections 20 and 21, Township 15 North, Range 12
East of the Sixth Principal Meridian in Douglas County, Nebraska, have
heretofore agreed, pursuant to an unrecorded Indenture executed May 19, 1968,
that so much thereof as comprises Lots 155-A1 and A2, Lots 155-B1 through B6,
and Lots 155-C1 through C16, Regency Townhomes 1st Addition, Lot 155-A3, Lot
155-A4 exclusive of the first westerly .030 acre thereof, the second westerly
.030 acre thereof, the third westerly .001 acre thereof, the fourth
northwesterly .007 acre thereof, and the fifth northwesterly .027 acre thereof
and inclusive of the first westerly .033 acre of Lot 155-G7 and the second
northerly .001 acre of Lot 155-G8, Lots 155-G1 and G2, Lot 155-G3 inclusive of
the first westerly .030 acre of Lot 155-A4, Lot 155-G4 inclusive of the second
westerly .030 acre of Lot 155-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of
the first westerly .033 acre thereof and inclusive of the second westerly .001
acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre
thereof and inclusive of the fourth northwesterly .007 acre and of the fifth
northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots
155-H1 through H15, Regency Townhomes 2nd Addition, Lot 155-A5, Lots 155-D1
through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency
Townhomes 3rd Addition, and Lot 155-A6 and Lots 155-J1 through J20, Regency
Townhomes 4th Addition, formerly subdivision in and now additions to City of
Omaha, Douglas county, Nebraska, as surveyed, platted, and recorded, hereafter
called, respectively, "Regency Townhomes 1", "Regency Townhomes 2", "Regency
Townhomes 3", and "Regency Townhomes 4", would be subject to conditions and
other terms appropriate, convenient or necessary to preserve and promote its
clustered private residential character, inclusive of membership in Declarant,

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in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1990, or such later date as might be fixed through formal corporate action of Declarant;

Whereas, said Regency, Inc., has heretofore provided, pursuant to said unrecorded Indenture and pursuant to a certain Declaration executed July 30, 1971, and recorded at Pages 7 through 21 of Book 502 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 1 for the creation and imposition thereon of certain conditions and other terms set out in said Declaration, for the inclusion of Lots 155-B1 through B6 and Lots 155-C1 through C16 thereof in membership in Regency Homes Association, a Nebraska non-profit corporation hereafter called "Homes Association," and also in membership in Declarant, and for the extension of such conditions and other terms to additional real property; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed May 22, 1972, and recorded at Pages 209 through 215 of Book 510 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as modified by a certain Amendment to Supplementary Declaration executed May 24, 1976, by Declarant, accepted by said Homes Association and also accepted by a certain Adoption and Ratification of Amendment to Supplementary Declaration executed May 28, 1976, by said United and recorded, respectively, at Pages 365 through 369 and at Pages 729 and 730 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 2 for the creation and imposition and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration and for the inclusion of Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 154-A4, Lot 155-G4 inclusive of the second .030 acre of Lot 154-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the second westerly .001 acre of Lot 154-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 154-A4, Lots 155-G9 through G14, and Lots 155-H1 through H15 thereof in membership in said Homes Association and also in membership in Declarant; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships as so modified;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed October 1, 1975, and recorded at Pages 333 through 339 of Book 556 of the Miscellaneous Records of Douglas County, Nebraska, as to Regency Townhomes 3, for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration and for the inclusion of Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4 thereof in membership in said Homes Association and also in membership in Declarant; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships.

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration and to a certain Supplementary Declaration executed June 13, 1977, and recorded at Pages 353 through 360 of Book 583 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 4 for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration and for the inclusion of Lots 155-J1 through J20 thereof in membership in said Homes Association and also in membership in Declarant; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships; and

Whereas, said Homes Association has heretofore provided upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, pursuant to Paragraph 4 of said Declaration executed October 24, 1978, to Paragraph 6a of a certain Declaration executed March 19, 1968, by said Regency, Inc., and recorded at Pages 103 through 115 of Book 461 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and to Paragraph 2 of a certain Amendment and Extension of Declarations and Supplementary declarations executed August 23, 1988, by said Homes Association and recorded at Pages 741 through 749 of Book 859 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the inclusion in membership in said Homes Association of Lots 155-B1 through B6 and Lots 155-C1 through C16 of Regency Townhomes 1, Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 154-A4, Lot 155-G4 inclusive of the second westerly .030 acre of Lot 154-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the second westerly .001 acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots 155-H1 through 155-H15 of Regency Townhomes 2, Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4 of Regency Townhomes 3, and Lots 155-J1 through J20 of Regency Townhomes 4 throughout this period to be ended after December 31, 2028, or such later date as might be fixed through formal corporate action of said Homes Association;

Now, Therefore, in consideration of the matters herein recited and upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, Declarant does hereby

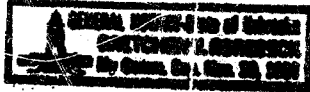
AMEND and EXTEND said Declaration and Supplementary Declarations as follows, to-wit:

1. Respective Paragraphs 2 of each of said Declaration executed July 30, 1971, as to Regency Townhomes 1, said Supplementary Declaration executed May 22, 1972, as so modified and accepted, as to Regency Townhomes 2, said Supplementary Declaration executed October 1, 1975, as to Regency Townhomes 3, and said Supplementary Declaration executed June 13, 1977, as to Regency Townhomes 4 are and will be amended forthwith by substitution of the date, "December 31, 2028," for and in place of the date, "December 31, 1996," so as to extend throughout the period ended on or after such substituted later date the applicability to the involved property and the enforceability of the covenants.

BOOK 864 PAGE 106

of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on September 29, 1998.



Gregory L. Robinson
Notary Public

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Regency Townhomes Association

TAB 11A

AMENDMENT OF DECLARATION AND SUPPLEMENTARY DECLARATIONS

Item

Page

Paragraph 1: [Covenant Addition]

3

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 51-32694
 51-32695
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 LEGAL FB 635

GEORGE J. FORTNEY
REGISTRAR
DOUGLAS

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Return: Maenner Real Estate
10535 Pacific St.
Omaha, NE 68114

Amendment and Extension

of

DECLARATION AND SUPPLEMENTARY DECLARATIONS

Lots 155-A1 and A2, Lots 155-B1 through B6, and
Lots 155-C1 through C16, REGENCY TOWNHOMES 1st ADDITION;
Lots 155-A3 and A4, Lots 155-G1 through G14, and Lots 155-H1 through H15,**
Lot 155-A5, Lots 155-D1 through D6, Lots 155-E1 through E10; and
Lots 155-F1 through F4, REGENCY TOWNHOMES 3rd ADDITION; and
Lot 155-A6 and Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION.

*REGENCY TOWNHOMES 2nd ADDITION

This AMENDMENT of DECLARATION AND SUPPLEMENTARY DECLARATIONS
made April 26, 1995 by

REGENCY TOWNHOMES ASSOCIATION, a Nebraska non-profit corporation with its
registered offices in Omaha, Douglas County, Nebraska, hereafter called
"Declarant,"

WITNESSETH: THAT,

Whereas, Regency, Inc., a Nebraska business corporation wholly owned by United
of Omaha Life Insurance Company (formerly named "United Benefit Life Insurance
Company"), a Nebraska insurance corporation with its registered office in
Omaha, Douglas County, Nebraska, hereafter called "United", and others then
owning all of certain parts of Sections 20 and 21, Township 15 North, Range 12
East of the Sixth Principal Meridian in Douglas County, Nebraska, have
heretofore agreed, pursuant to an unrecorded Indenture executed May 19, 1968,
that so much thereof as comprises Lots 155-A1 and A2, Lots 155-B1 through B6,
and Lots 155-C1 through C16, Regency Townhomes 1st Addition, Lot 155-A3, Lot
155-A4 exclusive of the first westerly .030 acre thereof, the second westerly
.030 acre thereof, the third westerly .001 acre thereof, the fourth
northwesterly .007 acre thereof, and the fifth northwesterly .027 acre thereof

and inclusive of the first westerly .033 acre of Lot 155-G7 and the second northerly .001 acre of Lot 155-G8. Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 155-A4, Lot 155-G4 inclusive of the second westerly .030 acre of Lot 155-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the second westerly .001 acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots 155-H1 through H15, Regency Townhomes 2nd Addition, Lot 155-A5, Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency Townhomes 3rd Addition, and Lot 155-A6 and Lots 155-J1 through J20, Regency Townhomes 4th Addition, formerly subdivision in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency Townhomes 1", "Regency Townhomes 2", "Regency Townhomes 3", and "Regency Townhomes 4", would be subject to conditions and other terms appropriate, convenient or necessary to preserve and promote its clustered private residential character in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1998, or such later date as might be fixed through formal corporate action of Declarant;

Whereas, said Regency, Inc., has heretofore provided, pursuant to said unrecorded Indenture and pursuant to a certain Declaration executed July 30th, 1971, and recorded at Pages 7 through 21 of Book 502 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes I for the creation and imposition thereon of certain conditions and other terms set out in said Declaration and for the extension of such conditions and other terms to additional real property;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed May 22, 1972, and recorded at Pages 209 through 215 of Book 510 of the Miscellaneous Records of the register of Deeds of Douglas County, Nebraska, as modified by a certain Amendment to Supplementary Declaration executed May 24, 1976, by Declarant, accepted by said Homes Associations and also accepted by a certain Adoption and Ratification of Amendment to

Supplementary Declaration executed May 28, 1976, by said United and recorded, respectively, at Pages 365 through 369 and at Pages 729 and 730 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 2 for creation and imposition and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed October 1, 1975, and recorded at Pages 333 through 339 of Book 556 of the Miscellaneous Records of Douglas County, Nebraska, as to Regency Townhomes 3, for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration and to a certain Supplementary Declaration executed June 13, 1977, and recorded at Pages 353 through 360 of Book 583 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 4 for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration; and

Whereas, Declarant has heretofore provided upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, pursuant to respective Paragraphs 7a of said Declaration and of each said Supplementary Declaration executed May 22, 1972, said Supplementary Declaration executed October 1, 1975, and said Supplementary Declaration executed June 13, 1977, and pursuant to Paragraph 1 of a certain Amendment and Extension of Declaration and Supplementary Declaration executed June 13, 1977 and pursuant to Paragraph 1 of a certain Amendment and Extension of Declaration and Supplementary Declarations executed September 29, 1988 and recorded at Pages 102 through 106 of Book 864 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for extension throughout the period ended on or after December 31, 2028, of applicability of said conditions and other terms set out in said Declaration and in said Supplementary Declarations;

Now, Therefore, in consideration of the matters herein recited and upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, Declarant does hereby

AMEND and EXTEND said Declaration and Supplementary Declarations as follows, to-wit:

Respective Paragraphs 2 of each of said Declaration executed July 30, 1971, as to Regency Townhomes 1, said Supplementary Declaration executed May 22, 1972, as so modified and accepted, as to Regency Townhomes 2, said Supplementary Declaration executed October 1, 1975, as to Regency Townhomes 3, and said Supplementary Declaration executed June 13, 1977, as to Regency Townhomes 4, all as so amended and extended, are and will be amended forthwith by addition thereto and inclusion therein of the following new subparagraph 2p immediately after present subparagraph 2o:

"p. No lessee, renter, tenant, or other person providing consideration for such occupancy or use will be permitted hereafter to occupy or use will be permitted hereafter to occupy or use for commercial, residential, or any other purpose or purposes all or any part or parts of any townhome lot not so presently occupied or used; and no such person will be permitted, from and after the transfer of any presently so occupied or used townhome lot from its present contract purchaser or purchasers or owner or owners to any immediate successor contract purchaser or purchasers or owner or owners, thereafter so to occupy or use for any such purpose or purposes all or any part or parts of any such townhome lot."

IN WITNESS WHEREOF, Declarant has executed this Amendment and Extension of Declaration and Supplementary Declarations at Omaha, Douglas County, Nebraska.

REGENCY TOWNHOMES ASSOCIATION

BY *Bryce Crawford, III*
Bryce Crawford, III
Its President

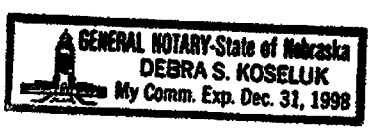
Attest:

R. D. Shreve
Robert D. Shreve
Its Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally appeared Bryce Crawford, III President of Regency Townhomes Association, a Nebraska non-profit corporation, known to me to be the President and identical person who executed the foregoing instrument, acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on April 26, 1995.



Debra S. Koseluk
Notary Public

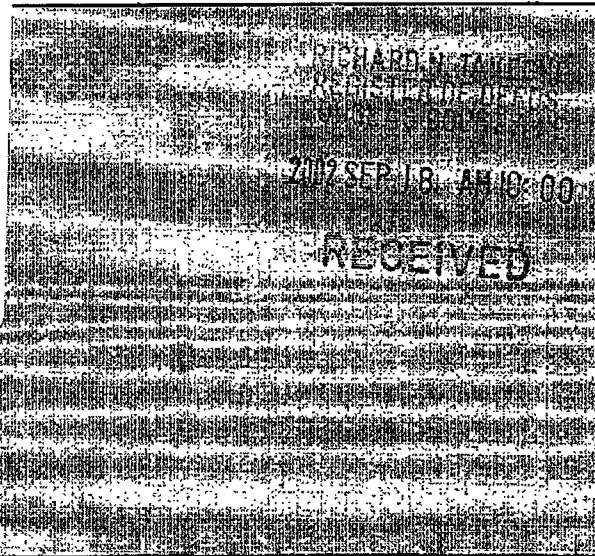
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



BK 1462 PG 134-153



MISC 2002 22237



AMENDMENT TO DECLARATIONS AND SUPPLEMENTARY DECLARATIONS for Regency Homes Association, a Nebraska nonprofit Corporation.

SEE ATTACHED 19 PAGES

misc

*20
494*

FEE	<u>347.00</u>	FB	<u>See back</u>
BKP	_____	CO	_____ <u>23</u>
DEL	_____	SCAN	<u>12</u> FV _____

Return To:
 Bruce H. Brodkey
 Brodkey, Cuddigan & Peebles, LLP
 10855 West Dodge Road Suite 100
 Omaha, Nebraska 68154-2666

✓ 18488

AMENDMENT TO DECLARATIONS AND SUPPLEMENTARY DECLARATIONS

**Made: March 16, 1968
Amended: March 11, 2002**

- 51-32680 Lots 1 through 153 and Southwesterly 4 Acres of Lot 154,
REGENCY 1st ADDITION (of which Lots 43 and 44 are
51-32683 now legally described as Lots 1 and 2
REGENCY 1st ADDITION Replat 2 and of
51-32682 which Lots 45 and 46 now legally described as
Lots 1 and 2 REGENCY 1st ADDITION, Replat 1).
51-32688 Lots 232 through 300, REGENCY 4th ADDITION;
51-32689 Lots 301 through 329, REGENCY 5th ADDITION;
51-32690 Lots 330 through 333; Parts of Lots 334 and 335, and
Lots 336 through 371, REGENCY 6th ADDITION;
51-32693 Lots 155-B1 through B6 and Lots 155-C1 through C16,
REGENCY TOWNHOMES 1st ADDITION;
Parts of Lots 155-A4, Lots 155-G1 through G6,
Parts of Lots 155-G7 and G8, Lots 155-G9 through G14,
51-32694 and Lots 155-H1 through H15,
REGENCY TOWNHOMES 2nd ADDITION;
Lots 155-D1 through D6, Lots 155-E1 through E10,
51-32695 and Lots 155-F1 through F4,
REGENCY TOWNHOMES 3rd ADDITION;
51-32696 Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION; and -
51-32690 Lots 372 through 415, REGENCY 6th ADDITION
51-32687 Lots 164 through 227, Regency 3rd Addition

THIS AMENDMENT TO DECLARATIONS AND SUPPLEMENTARY DECLARATIONS,
made this 11th day of March, 2002, by

REGENCY HOMES ASSOCIATION, a Nebraska Not for Profit
Corporation with its registered office in Omaha, Douglas County,
Nebraska, hereafter called "RHA".

Where as Regency, Inc., a Nebraska business corporation wholly owned by United of Omaha Life Insurance Company (formerly named "United Benefit Life Insurance Company"), a Nebraska insurance corporation with its registered office in Omaha, Douglas County, Nebraska, hereafter called "United", and others then owning all of certain parts of Sections 20 and 21, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, have heretofore agreed, pursuant to an unrecorded Indenture executed May 19, 1968, that so much thereof as comprises Lots 1 through 153 and the Southwesterly 4 Acres of Lot 154, Regency 1st Addition, Lots 164 through 227, Regency 3rd Addition, Lots 232 through 300, Regency 4th Addition, Lots 301 through 329, Regency 5th Addition, and Lots 330 through 333, parts of Lots 334 and 335, and Lots 336 through 371, Regency 6th Addition, formerly subdivisions in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency 1", "Regency 3", "Regency 4", "Regency 5", and "Regency 6",

would be subject to conditions and other terms appropriate, convenient, or necessary to preserve and promote their private residential character, inclusive of membership in RHA, in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1998, or such other date as might be fixed through formal corporate action of RHA, and also have heretofore agreed, pursuant to said unrecorded Indenture, that so much thereof as comprises Lots 155-B1 through B6 and Lots 155-C1 through C16, Regency Townhomes 1st Addition, Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 155-A4, Lot 155-G4 inclusive of the second westerly .030 acre of Lot 155-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the third westerly .001 acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G-14, and Lots 155-H1 through H15, Regency Townhomes 2nd Addition, Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency Townhomes 3rd Addition, Lots 155-J1 through J20, Regency Townhomes 4th Addition, and Lots 372 through 415, Regency 6th Addition, formerly subdivisions in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency Townhomes 1", "Regency Townhomes 2", "Regency Townhomes 3", "Regency Townhomes 4", "and Regency Townhomes II", would be subject to conditions and other terms appropriate, convenient, or necessary to preserve and promote their clustered private residential character, inclusive of membership in RHA, in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1998, or such other date as might be fixed through formal corporate action of RHA;

Whereas said Regency, Inc. and such others have heretofore provided, pursuant to said unrecorded Indenture and to a certain Declaration executed May 19, 1968, and recorded at Pages 103 through 115 of Book 461 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency 1, except for said Southwesterly 4 Acres of Lot 154 in Regency 1, for the creation and imposition thereon of certain conditions and other terms set out in said Declaration, for the inclusion there of in membership in RHA, and for the extension of such conditions and other terms to additional real property; and RHA has heretofore accepted such inclusion in its membership;

Whereas said Regency, Inc. has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed April 28, 1971, and recorded at Pages 35 through 38 of Book 499 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to Regency 3 and for the inclusion thereof in membership in RHA; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed March 21, 1973, and recorded at Pages 369 through 372 of Book 520 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska for the extension of the conditions and other terms set out in said Declaration to said Lots 232 through 274 in Regency 4 and for the inclusion thereof in membership in RHA; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed July 19, 1973, and recorded at Pages 723 through 726 of Book 524 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to said Lots 275 through 300 in Regency 4 and for the inclusion thereof in membership in RHA; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed May 21, 1976, and recorded at Pages 295 through 298 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to Regency 5 and for the inclusion thereof in membership in RHA; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to a certain Supplementary Declaration executed October 24, 1978, and recorded at Pages 387 through 391 of Book 609 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as modified by a certain Correction of Supplementary Declaration executed February 16, 1979, and recorded at Pages 653 and 660 of Book 610 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to said Lots 330 through 333, parts of Lots 334 and 335, and Lots 336 through 371 in Regency 6 and for the inclusion thereof in membership in RHA; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas Karen A. Theisen and William M. Theisen, wife and husband of Omaha, Douglas County, Nebraska, have heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, to a certain Supplementary Declaration executed May 3, 1982, and recorded at Pages 282 through 286 of Book 670 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and to a certain Ratification of Supplementary Declaration executed July 8, 1987, and recorded at Pages 330 through 335 of Book 822 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms of said Declaration to said

Southwesterly 4 Acres of Lot 154 in Regency 1 and for the inclusion thereof in membership in RHA; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of a certain Declaration executed July 30, 1971, and recorded at Pages 7 through 21 of Book 502 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in RHA of Regency Townhomes 1; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Supplementary Declaration executed May 22, 1972, and recorded at Pages 209 through 215 of Book 510 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as modified by a certain Amendment to Supplementary Declaration executed May 24, 1976, by Regency Townhomes Association, a Nebraska nonprofit corporation with its registered office in Omaha, Douglas County, Nebraska, accepted by RHA and also accepted by a certain Adoption and Ratification of Amendment to Supplementary Declaration executed May 28, 1976, by said United and recorded, respectively, at Pages 365 through 369 and at Pages 729 and 730 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in RHA of Regency Townhomes 2; and RHA has heretofore accepted such additional inclusion in its membership as so modified;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Supplementary Declaration executed October 1, 1975, and recorded at Pages 333 through 339 of Book 556 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in RHA of Regency Townhomes 3; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Supplementary Declaration executed June 13, 1977, and recorded at Pages 353 through 360 of Book 583 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in RHA of Regency Townhomes 4; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Declaration executed October 24, 1978, and recorded at Pages 392 through 400 of Book 609 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in RHA of Regency Townhomes II; and RHA has heretofore accepted such additional inclusion in its membership;

Whereas, McNeil Company Incorporated, a Nebraska Business Corporation has heretofore provided pursuant to a supplementary Declaration to Paragraphs 1, 4 and 7 that a certain Declaration executed June 27, 1990 and recorded at pages 694 through 702 of Book 931 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska, for the inclusion in Membership of Regency Villa Lots (Lots 394 - 413) Regency 6th Addition for inclusion in membership of Regency Villa Lots 394 - 413 in Regency Townhomes II; and RHA has heretofore accepted inclusion in its membership; and

Whereas, Regency Homes Association pursuant to an "Amendment and Extension of Declarations and Supplemental Declarations" recorded in Pages 741 through 749 of Book 859 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska has extended its terms and conditions of the applicable Covenants through December 31, 2028.

Now, therefore, in consideration of the matters herein recited and upon due exercise of its corporate authority and power as set forth in the Declaration of Regency First Addition dated March 19, 1968 and, its Articles of Incorporation and its By-Laws, as amended, RHA does hereby execute this Amendment to Declarations and Supplementary Declarations as follows, to wit:

(THIS SPACE INTENTIONALLY LEFT BLANK)

1. **AMENDMENT AND SUBSTITUTION:** RHA intends this Amendment to Declarations and Supplementary Declarations to completely amend and restate the Declarations of Regency 1st Addition made and executed March 19, 1968 and found at Book 461 Page 103 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska. RHA also amends each subsequent Declaration and Supplementary Declarations filed for record with the Register of Deeds Office of Douglas County, Nebraska prior to the effective date of this Amendment to Declarations and Supplementary Declarations.

RHA desires to provide for the preservation of the values and amenities for the maintenance of the character and residential integrity of Regency as well as for the maintenance of the common facilities for the use and enjoyment of Regency homeowners.

2. **INVOLVED PROPERTY:** All real property involved in this Declaration, hereinafter called "involved property", is and will be acquired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Declaration; and the following does and will constitute the involved property so subjected to this Declaration:

- A. Lots 1 through 153 and Southwesterly 4 Acres of Lot 154,
REGENCY 1st ADDITION;
Lots 164 through 227, REGENCY 3rd ADDITION;
Lots 232 through 300, REGENCY 4th ADDITION;
Lots 301 through 329, REGENCY 5th ADDITION;
Lots 330 through 333; Parts of Lots 334 and 335, and
Lots 336 through 371, REGENCY 5th ADDITION;
Lots 155-B1 through B6 and Lots 155-C1 through C16,
REGENCY TOWNHOMES 1st ADDITION;
Parts of Lots 155-A4, Lots 155-G1 through G6,
Parts of Lots 155-G7 and G8, Lots 155-G9 through G14,
and Lots 155-H1 through H15,
REGENCY TOWNHOMES 2nd ADDITION;
Lots 155-D1 through D6, Lots 155-E1 through E10,
and Lots 155-F1 through F4,
REGENCY TOWNHOMES 3rd ADDITION;
Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION; and -
Lots 372 through 415, REGENCY 6th ADDITION.
- B. RHA will retain the right at any time or from time to time through December 31, 2028, to subject additional real property owned by it in Douglas County, Nebraska, and comprised of one or more subdivisions or units suitable for individual private residential purposes, and any other owners will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by RHA, also to subject additional real property owned by them in Douglas County, Nebraska, and comprised of one or more Lots, to this Declaration by executing and recording with the Register of

Deeds of Douglas County, Nebraska, an express written Supplementary Declaration describing such property and extending to each of such Lots 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. Such real estate shall be of a nature but not inconsistent with the private residential character of Regency.

- C. The Lots which are contained in Regency Townhomes 1st Addition, Regency Townhomes 2nd Addition, Regency Townhomes 3rd Addition, Regency Townhomes 4th Addition and Regency Townhomes II will not be subject to the provisions of paragraph 3 of this Amendment to Declarations and Supplementary Declarations for the reason that townhome lots are subject to separate declarations whereby Regency, Inc. or "United" established separate building restrictions and covenants for those townhome lots.

3. **COVENANTS:** The involved property is and will be through December 31, 2028, subject to all and each of the following conditions and other terms, hereafter called "covenants":

- A. Except for such Lot or Lots or part thereof as may from time to time be occupied or used for educational, religious, or other non-profit public purposes to the extent permitted by applicable zoning regulations, no Lot will be occupied or used for other than single-family residential purposes; and no Lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each Lot.
- B. The structure or associated structures comprising a single-family residence will consist of a detached dwelling designed to accommodate a single person or one family group of not more than two and one-half stories in height. A family group shall include a nanny or caretaker for children, elderly or disabled family members. Additional domestic or health care professionals shall be entitled to live with the family group as the same may be approved by action of the Board of Directors. Each residence shall maintain a minimum of a two car enclosed private garage.
- C. Except as set forth in subparagraph C(4) hereafter, no single-family residence will be altered, built, constructed, or otherwise maintained on any Lot without an express written Approval executed by RHA through its Architectural Control Committee, hereinafter called "Committee," as provided for in this Declaration. This is with respect to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors. These factors include location within Lot boundary lines of not less than fifteen feet of side yard width or any lesser width approved by RHA. Other relevant factors are the quality of construction, size, and suitability for residential

purposes of such single-family residence.

1. **Approval Procedure:** No residence, building, driveway, patio, patio enclosure, dog house, pool house, solar heating or cooling device, exterior air conditioning equipment, antenna, ditch, fence, pool, tennis court, wall, or other external improvement or substantial landscaping above or below the ground (herein all referred to as any "Improvement") in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any Lot nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by RHA as follows:
 - a. **Submission of Plans:** An owner desiring to erect or undertake an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Committee of RHA (herein collectively referred to as the "plans"). Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify RHA of the Owner's mailing address. Comments and action of the Committee will be identically marked on both copies of said submissions. One copy will be returned to applicant and one copy retained as part of the permanent records of the Committee.
 - b. **Repair or Replacement:** An owner desiring to repair a previous improvement may do so without submitting plans to the committee so long as the repair is completed with materials of like-kind and quality and which otherwise meet the building provisions of this Amendment to Declarations and Supplementary Declarations. However, to avoid confusion, RHA recommends submission of all plans, even those of like kind.
 - c. **Factors Considered by the Committee:** RHA shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by RHA. In this regard, RHA intends that the Lots shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by RHA to promote development of the Lots and to protect the values, character and residential quality of all Lots. If RHA determines that the proposed Improvement will not

protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, RHA may refuse approval of the proposed Improvement.

- d. **Time to approve:** Written notice of any approval/disapproval of a proposed improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice or a request for additional time to review the plans shall be mailed within (30) days after the date of submission of the plans.
 - e. **Liability:** No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by RHA, or to control, direct or influence the acts of the RHA with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon RHA by virtue of the authority granted to RHA in this Section, or as a result of any act or failure to act by RHA with respect to any proposed Improvement.
2. **Timeliness:** After commencement thereof all construction on any Lot will be as diligently prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any Lot in uncompleted or unfinished condition for more than twelve (12) months.
 3. **Specific building requirements:** All improvements or construction are subject to the building requirements contained in this Declaration.
 - a. **Foundations:** The exposed foundation walls must be constructed of or faced with brick or stone or stucco or other material approved by RHA. All foundations shall be constructed of concrete, concrete blocks, brick or stone.
 - b. **Driveways and Sidewalks:** All driveways, including the approaches to the structure and sidewalks surrounding the structure must be constructed of concrete, brick, paving stone, or laid stone. If repair or replacement become necessary, the repair or replacement shall also be of concrete, brick, paving stone, or laid stone. The use of asphalt overlay on driveways, approaches and sidewalks is prohibited. No driveway will be constructed or maintained on any Lot connected to or with an adjoining public street other than through its curb cut unless approved by the Committee.
 - c. **Chimneys:** Fireplace chimneys shall be covered with clay-

fired brick, or other material approved in writing by RHA.

- d. **Roofs:** Unless other materials are specifically approved by RHA, the roof of all improvements shall be covered with wood shakes or wood shingles, tile or slate, or other approved material. Asphalt and woodruff products are specifically prohibited. Homes with non-conforming roofing material as of the effective date of these covenants must use conforming materials when replacement of said roof or repair of more than twenty-five percent (25%) of the roof surface occurs, unless approved by the Committee.
- e. **Antennas and Satellite Dishes:** In accordance with Federal Communication Commission requirements, RHA states that it prefers that only one satellite dish or disc, not to exceed twenty-four (24) inches in diameter or its equivalent, be installed out of view of the street, not on the front portion of any building or structure and at least six feet (6') below the highest point of the general roof line of the residence; and that any antenna be installed in an attic area rather than on the exterior. No antennas used to receive distant over-the-air television signals, or antennas used for AM/FM radio, amateur (ham) radio, citizen's band (CB) radio or Digital Audio Radio Services (DAR's) will be permitted. No satellite dish or disc over one meter (39.37") will be permitted.
- f. **Prohibited Structures:** No tree houses, clothes lines, tool sheds, windmills, outbuildings or other attached or unattached structures, prefabricated or factory built dwellings of any kind or similar structures shall be permitted on any Lot. No building may be moved in from the outside of Regency. No detached garages or carports shall be constructed.
- g. **Restricted Structures:** Any non-prohibited structure, such as a gazebo, play house, swing set, playground equipment will be allowed only after securing approval of the Committee. It must be installed in a location out of public view and/or be more than twenty feet to the rear of the front line of a single-family residence. The sole exception to this restriction is that an owner may install one freestanding basketball backboard and standard as long as it is not attached to any portion of the residential structure.
- h. **Awnings:** Awnings or sun screens may be installed only with consent of the Committee.

- i. **General Appearance Restrictions:** No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained on any Lot. No garbage or trash cans shall be allowed to remain outside of any dwelling unless completely screened from view of every street and from all other Lots in the subdivision. No barn, shack, tent, trailer or other movable or temporary structure will be maintained on any Lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

- j. **Lawns, Trees and Gardens:** 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 so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance. No vegetable gardens shall be permitted except in the rear of the home out of view from the street. Each Lot shall maintain trees spaced 15-30 feet apart where practicable within the area located between the sidewalk and the street, such trees to be no less than two inches in diameter when planted and to be of ash, oak, linden or hard maple varieties, chosen to blend with other trees in the same block. On Lots with conflicting trees planted prior to passage of this covenant on March 11, 2002, Homeowners shall be required to comply as established trees are replaced. All trees shall be trimmed to not less than 8 feet above a sidewalk, and 12 feet above a street or as directed by the City of Omaha.

- k. **Exterior lighting:** Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

- l. **Fences:** No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by the Committee of RHA, fences shall only be composed of wood, wrought iron, brick or well-maintained vinyl coated black chain link fencing.. No fence shall be of any other chain link or wire types. No fences or walls shall exceed a height of six (6) feet. Fences non-conforming as of the effective date of these covenants must conform when replaced or when repair of more than

twenty-five percent (25%) of the fence is made.

- m. **Mailboxes:** All mailboxes shall be metal, brick or wood.
- n. **Garden equipment:** No garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any Lot, other than in a location out of public view.
- o. **Signs:** No advertising sign, contractor sign or other poster, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, except one sign per Lot consisting of an area not more than six square feet advertising such Lot for sale, promoting a garage/estate sale or announcing the sale of the Lot belonging to RHA as owner of such Lot will be maintained on any Lot. The permitted signs may remain on the affected Lot for the following time periods and must be removed thereafter:

- | | | |
|-----|----------------------|---|
| (1) | “For Sale” Signs: | During the period of the sale; Directional signs permitted only during the period of an open house. |
| (2) | Garage/Estate Sales: | Only on the day of the sale from 8:00 a.m. to 6:00 p.m., the sign must not be visible at night. |
| (3) | Political signs: | Two weeks before election and taken down the day after the election. |

RHA, upon proper vote of the Executive Board, reserves the right to approve other signs as deemed appropriate.

- p. **Building materials and rubbish:** No excess or unused building material or materials will be kept, stored, or otherwise maintained on any Lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any Lot.
- q. **Vehicle restrictions:** No boat, camper, trailer, or similar chattel will be maintained on any Lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck, or other vehicle will be

repaired, torn down, or stored on any Lot, other than in an enclosed structure. No motor vehicle may be parked or stored outside on any residential Lot except vehicles driven on a regular basis (at least twice weekly) by the occupants of the dwelling. Garage doors shall be kept closed. Garage entrances must not face the street wherever the terrain permits an alternate design. Any vehicle parked on the City street, if in violation of current City Code will be reported to authorities.

- r. **Restrictions on animals:** No birds, livestock, poultry, or animals other than up to four domesticated non-commercial animals will be bred, kept, or otherwise maintained on any Lot. No dogs shall be permitted to bark in the public areas of the residences before 7 a.m. or after 10:00 p.m. No stable shall be constructed on any Lot. One doghouse after approval of plans has been obtained from the Committee, may be constructed. Dog runs, dog houses or kennel enclosures must have approval from RHA.
 - s. **Restricted 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 other permitted on any Lot. Nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.
 - t. **House colors and siding:** Exterior colors of residential structures shall be in gray, white or earth tones. All colors must be approved by the Committee. Pastels and bold colors are expressly prohibited. Matte-finish vinyl or metal siding is permitted, with approval by RHA as to color, type and finish.
 - u. **Hidden utility mechanisms:** Gas meters and Air Conditioning units must be hidden either architecturally or through the use of a remote reading device.
 - v. **Swimming pools:** No swimming pool shall be permitted which extends more than one (1) foot above ground level.
4. **Grandfather Clause:** Improvements to any Lot made or constructed in advance to the effective date of this Amendment to Declarations and Supplementary Declarations adopted March 11, 2002, shall not be required to conform to the provisions of these Covenants, as now amended, until such time as any replacement or repair or substantial construction is made, provided that all such prior improvements

complied with the Amendments to Declarations and Supplementary Declarations in effect at the time the improvement was made.

4. **EASEMENTS:** The involved property is and will be subject to all and each of the following easements for landscape purposes, non-access to Pacific Street, utility conduits, connections, maintenance, and services, hereafter called "easements".

- A. Each of the existing utility companies having a current easement, and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective telephone and electric conduits, lines, or other facilities in, over, under and upon a strip or strips abutting the rear boundary line of each Lot other than Lots 1 and 27 through 46 and abutting the side boundary lines of each Lot other than the southerly side boundary line of Lot 1 of five feet in width or, for such lines of Lots 46, 47, 114 through 123, and 146 not shared with any other Lot, of ten feet in width and, further, after installation of any such facility for additional purposes of confining each such strip to its then present grade elevation and prohibiting use thereof for any building, tree, wall, or other structure or any other use inconsistent with the function of such facility; but the easement for any such strip in each Lot will terminate if no such facility is installed therein on or before December 31, 1973, or will terminate any time thereafter if all such facilities installed therein are completely removed without replacement of any thereof with sixty days after such removal.
- B. RHA and its assigns and successors will have an easement as to each of Lots 1 and 37 through 46 for purposes of prohibiting and completely restricting all means of egress, ingress, or other access by driveway, road, street, walk or other means of connection between each of such Lots and abutting right of way for Pacific Street.
- C. RHA and its assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, installing, maintaining, planting, or renewing shrubs, trees, or other decorative or landscaping vegetation in, over, and upon a strip abutting the southerly side boundary line of Lot 1 and abutting the rear boundary line of each of Lots 37 through 46 of twenty feet in width and, further, for additional purposes of prohibiting any use thereof inconsistent with a landscaped buffer or screen between each of such Lots and abutting right of way for Pacific Street; but the easement for each such strip in each such Lot will terminate on December 31, 2028.

5. **ASSOCIATION:** The involved property is and will be through December 31, 2028, or for such longer or other period as may otherwise be fixed included in membership in RHA subject to all and each of the following conditions and other terms:

- A. Regency, Inc. has caused the incorporation of REGENCY HOMES ASSOCIATION, a Nebraska not for profit corporation (hereinafter referred to as the "RHA"). The RHA has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:
1. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Regency. Common Facilities may be situated on property owned or leased by the RHA, on public property, on private property subject to an easement in favor of the RHA, or on property dedicated to the City of Omaha.
 2. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.
 3. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Regency; and the protection and maintenance of the residential character of Regency.
- B. Except for such Lot or Lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit or public purposes to the extent permitted by applicable zoning regulations, every Lot will be automatically included in membership in RHA as a benefit or burden running with and charge upon the ownership of each such Lot; and the owners of any other Lots will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by RHA thereafter to include any such Lot in membership in RHA as a benefit or burden running with and charge upon the ownership of such Lot. The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of RHA.
- C. RHA shall have the powers conferred upon not for profit corporations by the Nebraska nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of

RHA. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

2. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
3. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within Regency.
4. The fixing, levying, collecting, abatement, and enforcement of all charges, dues or assessments made pursuant to the terms of this Declaration as amended.
5. The expenditure, commitment and payment of RHA funds to accomplish the purposes of RHA including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for RHA, the Board of Directors of RHA and the Members.
6. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of RHA as set forth in this Declaration, as the same may be amended from time to time.
7. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of RHA.
8. The deposit, investment, and reinvestment of RHA funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
9. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of RHA in the performance of their duties and responsibilities for RHA.
10. General administration and management of RHA, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
11. The doing and performing of such acts, and the execution of such

instruments and documents, as may be necessary or appropriate to accomplish the purposes of RHA.

12. Shall maintain a three person Architectural Control Committee (previously designated the "Committee") made up of Board members to maintain, through constant supervision the tone and character of the residences within Regency 1
13. Oversee the compliance with all Covenants of this Declaration as may be amended from time to time.

D. **Imposition of Dues and Assessments:** Each owner shall pay to RHA such annual and special assessments as are fixed and established in a manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended. The annual and special assessments together with such interest thereon and costs of collection as provided below, shall be a continuing lien on such Lot in favor of RHA and shall also be a personal obligation of the Owner of such Lot on the date when the assessment is due. Such lien upon any Lot will at any time be superior to any earlier or later established lien upon such Lot for security for a home improvement or purchase money loan or the unpaid balance of a purchase contract for such Lot. All successors to any Lot which is delinquent in the obligation of any dues, assessments or charges imposed by the RHA shall take title subject to the lien for such dues, assessments and charges and shall be bound to inquire of RHA as to the amount of any unpaid assessments or dues. Dues collected by RHA may be committed and established to accomplish the purposes of RHA as described in this Amendment to Declarations and Supplementary Declarations which may be amended from time to time.

Any dues/assessment not paid within thirty (30) days after due date shall be subject to simple interest from due date at the rate of 1 1/4% monthly. RHA may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided by law for foreclosing under the laws of the State of Nebraska.

E. The obligations and privileges of membership in RHA will be in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended. Owner shall include both land contract vendees residing on the Lot and owners of all Lots who shall be included in membership and appertain to and be coterminous with the duration of the interest of each such Owner and also extend to all persons accepted for membership for a period or from period to period; but each member will be and remain personally liable to RHA until abatement or payment for all dues or other charges fixed by it at any time or from time to time throughout the duration of such interest or membership.

- F. RHA will have the right in the manner set out in its Articles of RHA or its By-Laws, as from time to time amended, to divide the membership into classes of Owner-Members (Regular Members) and a class of Non-Owner Members (Special Members), to deny or limit voting rights of members or any membership class, and to deny access to or use of facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

6. **ENFORCEMENT:** Excepting those owners or contract purchasers in Regency Townhomes 1st Addition, Regency Townhomes 2nd Addition, Regency Townhomes 3rd Addition, Regency Townhomes 4th Addition, and Regency Townhomes II, the covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

- A. RHA and every contract purchaser or owner of any Lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to any Lot of any covenant or any easement granted to it and to fix a reasonable charge for such action as a lien upon and charge against such Lot in favor of RHA.
- B. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.
- C. In addition to the above enforcement provisions, the RHA may, in its discretion, impose a charge against each Lot not to exceed the sum of \$50.00 per day for each separate incidence of nonconformance of any Lot with any covenant set forth in Section 2 of the Declaration as may from time to time be amended.
- D. Lot owner will be notified of any covenant violation/complaint by written notice from the Architectural Control Committee, and will be given thirty (30) days to respond with a plan of corrective action or a disputation of the complaint.

7. **EXTENSION, MODIFICATION, TERMINATION:** The conditions and other terms of this Declaration are and will be subject to the following provisions for extension, modification, or termination:

- A. RHA 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 of any covenant or easement granted to it; and RHA will have the right in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, at any time or from time to time to extend, modify, or

terminate all or any part or parts of this Declaration other than the easements granted to other grantees.

- B. Any grantee, assign thereof, or successor thereto will have the right by an express written termination to terminate any easement granted to such grantee.

IN WITNESS WHEREOF, RHA has executed this Declaration at Omaha, Douglas County, Nebraska.

REGENCY HOMES ASSOCIATION,
a Nebraska Non Profit Corporation

By: *James F. Sherman*
Its President

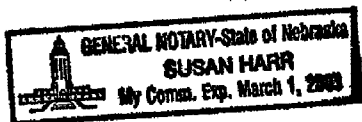
Attest:

F. J. Wiles
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally appeared *James F. Sherman*, President of Regency Homes Association, a Nebraska nonprofit Corporation known to me to be the identical person who executed the foregoing instrument, acknowledged the execution thereof to be voluntary act and deed as such officer in the Voluntary act and deed of said Nonprofit Corporation and declared the execution and delivery thereof to be duly authorized by its Corporate Seal to be thereto affixed by its authority.

Witness my hand and Notarial Seal on 27 day of March, 2002.



Susan Harr
Notary Public