

80-837

Supplementary
DECLARATION

REGENCY 4th ADDITION
a subdivision in Douglas County, Nebraska,
as surveyed, platted, and recorded

This SUPPLEMENTARY DECLARATION, made July 19, 1973, 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 Regency 4th Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 4", 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;

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 1st Addition, as subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 1", abutting Regency 4, for extension of the conditions and other terms set out in said Declaration to additional real property;

Whereas said Regency, Inc. has heretofore provided, pursuant to said 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 3rd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, hereafter called "Regency 3"; and

Whereas Declarant has heretofore provided, pursuant to said 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 Lots 232 through 274 of Regency 4;

Now, Therefore, in consideration of the matters herein recited and the acceptance of this Supplementary Declaration by Regency Homes Association, a Nebraska nonprofit corporation, hereafter called "Association", Declarant does hereby

DECLARE as follows, to-wit:

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 Lots 275 through 300 of Regency 4, hereafter called "lot" or "lots", will be subjected to this Supplementary Declaration and, pursuant to Paragraph 1b thereof, to said Declaration with the express additions and modifications set out in this Supplementary Declaration.
2. COVENANTS: The involved property is and will be through December 31, 1998, subject to all and each of the conditions and other terms of Paragraphs 2a through 2m of said Declaration, hereafter called "covenants".
3. EASEMENTS: The involved property is and will be perpetually, unless any thereof is terminated, subject to all and each of easements for utility conduits, connections, maintenance, and services, hereafter called "easements", such that 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 and abutting the side boundary lines of each lot of five 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, 1979, 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.
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 as a benefit or burden running with and charge upon the ownership of each lot, pursuant to Paragraph 4b of said Declaration, subject to all and each of the conditions and other terms of Paragraphs 4a through 4e of said Declaration.
5. ENFORCEMENT: The covenants, easements, conditions, and other terms set out in this Supplementary Declaration and in said Declaration are and will be subject to the following enforcement:

a. Association and every contract purchaser or owner of any lot of Regency 1, of Regency 3, or of Regency 4 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 Regency 1, of Regency 3, or of Regency 4 of any covenant 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 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 lot of any covenant; 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 Supplementary 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 Supplementary Declaration at Omaha, Douglas County, Nebraska.

UNITED BENEFIT LIFE INSURANCE COMPANY

By Frank P. Hannan
Frank P. Hannan,
Its Executive Vice President and
Secretary

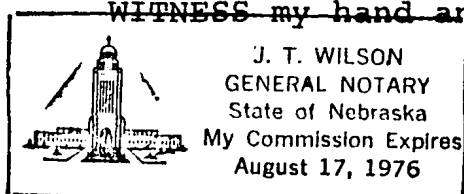
Attest:

By J. Bernard Hurley
J. Bernard Hurley,
Its Assistant Secretary

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said county, personally appeared Frank P. Hannan, Executive Vice President of United Benefit Life Insurance Company, a Nebraska insurance corporation, known to me to be the Executive Vice 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 July 19, 1973.~~



J. T. Wilson
NOTARY PUBLIC

ACCEPTANCE

The undersigned, being thereunto duly empowered, hereby accepts and agrees to the foregoing Declaration.

DATED at Omaha, Douglas County, Nebraska, on July 23, 1973.



REGENCY HOMES ASSOCIATION

BY John R. Maenner
John R. Maenner,
Its Vice President

Attest:

By Louis R. Seybold
Louis R. Seybold,
Its Secretary

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C. HAROLD OSTIN
REGISTERED CLERK
REGISTRY OF DEEDS
DOUGLAS COUNTY, NEB.

STATE OF NEBRASKA

Douglas County

Entered in Numerical Order
Record in the office of the
Deeds of said County and recorded

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C. Harold Ostin
Registered of Deeds

Deputy

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G.P.N. P.S.

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