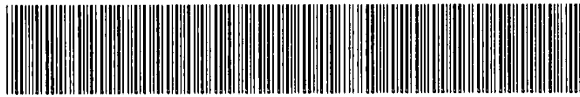




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 After Recording Return to: Daniel B. Kinnamon, Erickson & Sederstrom, P.C., 10330 Regency Parkway Drive, Suite 100, Omaha, NE 68114

**FIRST AMENDMENT TO REVISED AND RESTATED BYLAWS OF
 REGENCY TOWNHOMES ASSOCIATION**

This First Amendment to the Revised and Restated Bylaws of the Regency Townhomes Association, A Nebraska non-profit corporation being recorded as Instrument No. 2008029156, Douglas County Register of Deeds Office, having been recommended by the Board of Directors and approved on October 27, 2014 by more than three-quarters (3/4) vote of the entire number of Members of the Association responsive to a vote thereon taken by mail, are now in full force and effect and affect the following described real estate in Omaha, Douglas County, Nebraska which is subjected to this First Amendment to the Revised and Restated Bylaws of the Regency Townhomes Association (herein "Real Property"):

51-32693

Lot 155-A1 and Lot 155-A2, Regency Townhomes 1st Addition; and Lots 155-B1, 155-B2, 155-B3, 155-B4, 155-B5 and 155-B6, Regency Townhomes 1st Addition; and Lots 155-C1 through and including Lot 155-C16, Regency Townhomes 1st Addition; and

51-32694

Lot 155-A3, and Lot 155-A4, Regency Townhomes 2nd Addition; and Lots 155-G1 through and including Lot 155-G14, Regency Townhomes 2nd Addition; and Lots 155-H1 through and including Lot 155-H15, Regency Townhomes 2nd Addition; and

51-32695

Lot 155-A5, Regency Townhomes 3rd Addition, and Lots 155-D1, 155-D2, 155-D3, 155-D4, 155-D5 and 155-D6, Regency Townhomes 3rd Addition; and Lots 155-E1 through and including Lot 155-E10, Regency Townhomes 3rd Addition; and Lots 155-F1, 155-F2, 155-F3 and 155-F4, Regency Townhomes 3rd Addition; and

51-32696

Lot 155-A6, Regency Townhomes 4th Addition; and Lots 155-J1 through and including Lots 155-J20, Regency Townhomes 4th Addition;

all Additions to the City of Omaha, As Surveyed, Platted and Recorded in Douglas County, Nebraska.

ERIK 2

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All such Real 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 terms, conditions, agreements and covenants set out in the Revised and Restated Bylaws of the Regency Townhomes Association as amended by this First Amendment to the Revised and Restated Bylaws of the Regency Townhomes Association. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all dues, assessments, and other obligations imposed shall be deemed and taken to be covenants running with the land and shall be binding upon and shall inure to the benefit of any grantee, purchaser or other person having at any time any interest or estate in the Members Residences in like manner as though the provisions of the Revised and Restated Bylaws of the Regency Townhomes Association as amended by this First Amendment to the Revised and Restated Bylaws of the Regency Townhomes Association were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument of transfer or conveyance.

1. SECTION II, E. RIGHTS AND PRIVILEGES OF MEMBERS, be and hereby is Amended to add the following new provisions, to be numbered as shown:

- (5) No Rental or Lease of Members Residences: No Member shall be permitted to rent or lease the Member's Residence to any other party or permit any other party to otherwise occupy and use for any consideration the Member's Residence and no lessee, renter, tenant, or other person providing any consideration to a Member for such occupancy or use will be permitted to occupy or use for any purpose or purposes all or any part or parts of any Member's Residence.
- (6) Nuisances and Restricted Activity: No commercial enterprise or gainful public business, occupation or profession will be carried on, conducted or permitted on any Member's Residence. No Member shall at any time create a nuisance within any of the Real Property. "Nuisance" shall mean any objectionable activity due to sound, color, odor, visual effect, or physical impact which will disturb or tend to unreasonably disturb the quiet enjoyment of the Real Property by any other Member or Members. Included among the uses and/or activities prohibited because of their detrimental effect upon the general appearance, enjoyment, and/or use of the Real Property are, without limitation, the following:
- (a) Any uses and/or activities deemed a public or private nuisance.
 - (b) Any vibration, noise, sound, or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect.
 - (c) Any lighting which is flashing, intermittent, or is not focused downward or away from any other Member's Residence.
 - (d) Any emission of excessive, offensive, or noxious odors.
- (7) Roofs: The roofs of each and all Residences shall be covered with wood shakes or wood shingles, or such other materials as may be deemed comparable in quality, material and/or appearance to such wood shakes or wood shingles in the absolute discretion of the Architectural Committee, which may include the polymer-based artificial shake shingle materials with a fifty (50) year life manufactured by DaVinci or such other comparable artificial or synthetic shake shingle materials as the Architectural Committee in its absolute discretion may approve. Asphalt and any woodruff or woodruff type products are

specifically prohibited. The approval of any such roofing materials shall only be made upon application of the Member subject to the approval of the Member(s) whose Residence(s) adjoin the Residence to be improved with the new roofing materials. Unless otherwise exempted by the Architectural Committee, if the roof line of the adjoining Residences is or are continuous, no roof replacement shall be permitted to be undertaken by any Member unless all adjoining Residences are simultaneously re-roofed with the same roofing material approved by the Architectural Committee. If the adjoining Residences do not share a common, unbroken roof line, then roofing of the individual Residences may be undertaken without requiring re-roofing of all adjoining Residences.

- (8) Satellite TV Dishes and Other Antennae: One satellite dish or disc, not to exceed twenty-four inches (24) inches in diameter or its equivalent and not to extend in height above the patio courtyard wall of the Townhome Residence, may be installed for the benefit of one Townhome Residence. Such installation shall only be permitted to be installed entirely within the confines of the enclosed rear patio courtyard of the Townhome Residence. No outdoor antennae used to receive distant over-the-air radio or television signals, or antennae used for AM/FM Radio, Citizen's Band (CB) Radio, or Digital Audio Radio Services (DAR) will be permitted in, on or around any Townhome Residences.
- (9) Signage: The Corporation, in order to promote uniform desirability, appearance, enjoyment and use of the Townhome Residences and Common Areas within the Real Property, and to prohibit nuisances and objectionable activities hereby limit temporary and permanent signage to the following:
- (a) "For Sale" Signs: During the period when a Residence is offered for sale, directional signs not to exceed four (4) feet in total area are permitted on the Residence lot only during the day of and during the hours for which the Residence is open for possible buyers to tour the Residence (the so-called "Open House").
- (b) Garage/Estate Sales: Signs not to exceed four (4) feet in total area are permitted only on the Residence lot and only on the day of the sale and then only between the hours of 8:00 o'clock a.m. and 6:00 o'clock p.m. Lighted signs visible after dusk are not permitted.
- (c) Political signs: Political Signs not to exceed six (6) feet in total area are permitted only on a Member's Residence lot for the period of time beginning thirty (30) days prior to a General, Special or Primary Election. All such signs must be removed within one (1) day following that Election. No For Sale Signs, Garage/Estate Sale Signs, Political Signs or any other type of signs shall be permitted at any time on any of the Common Areas within the Real Property.
- (10) Parking: No automobile, motor vehicle, motorcycle, truck, boat, camper, trailer, motor home, or recreational vehicles of any kind shall be kept, maintained, or parked, on a Member's Residence lot outside of that Member's garage for more than seven (7) days in any calendar year. No such property shall be parked, housed, stored, or kept on a public street or cul-de-sac within the Real Property, whether by a Member or by any Member's guest(s), for more than seven (7) days in any calendar year. No automobile, motor vehicle,

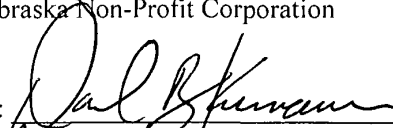
motorcycle, truck, boat, camper, trailer, motor home, or recreational vehicles of any kind shall be repaired, maintained or stored outside of a Member's garage. The Corporation may enforce the provisions herein by towing any non-complying vehicle at the vehicle owner's sole risk and expense. Any automobile, motor vehicle, motorcycle, truck, boat, camper, trailer, motor home, or recreational vehicles of any kind parked or kept on a public street or cul-de-sac within the boundaries of the Real Property in violation of any applicable city or county ordinances or in violation of Nebraska state law shall be reported to the appropriate authorities and is subject to towing at the Member's risk and expense or that of his or her guest(s).


- (11) Discipline and Enforcement: In the event that any Member violates, fails to perform or defaults in the performance of any of the restrictions, covenants, obligations or agreements set forth in the Revised and Restated Bylaws of the Regency Townhomes Association as amended by this First Amendment thereto, the Board may enforce compliance as provided in Section II, Paragraph E(4)(e) and Paragraph F (1) and (2) of the Revised and Restated Bylaws and in addition to and not in limitation of such enforcement provisions, the Board may, in its discretion, impose a charge against each Member's Residence not to exceed the sum of \$50.00 per day for each separate incidence of violation, nonconformance or default of any Member with any of the restrictions, covenants, obligations or agreements set forth in the Revised and Restated Bylaws of the Regency Townhomes Association as amended by this First Amendment thereto. Prior to imposing any such charge against the Member's Residence, a Member will first be notified of any covenant violation/complaint by written notice from the Board and will be given twenty (20) days to respond with a plan of corrective action acceptable to the Board.

2. SECTION X: Paragraph A, ADOPTION OF DURATION OF THESE BYLAWS, be and hereby is Amended as follows: The last sentence of Section X, Paragraph A, is deleted and the following provision is adopted in its place:

The Revised and Restated Bylaws of the Regency Townhomes Association as amended by this First Amendment thereto shall continue in full force and effect for a period of twenty-five (25) years from the date of the recording in the real estate records of the First Amendment to the Revised and Restated Bylaws of Regency Townhomes Association, and thereafter shall automatically renew for successive twenty-five (25) years periods, unless and until amended or revoked as provided for herein.

REGENCY TOWNHOMES ASSOCIATION, A
Nebraska Non-Profit Corporation

By: 
Daniel B. Kinnaman, Its President

Attest: 
Richard Reiser, Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on October 29, 2014 by Daniel B. Kinnamon, President and Richard Reiser, Secretary, of Regency Townhomes Association, a Nebraska Non-profit Corporation on behalf of the Corporation.

Lynda K. Sullivan
Notary Public

My Commission expires: 2/16/16

