

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR REGENCY HOMES ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Regency Homes Association (this "Declaration") is made this 10th day of March 2020, by Regency Homes Association, a Nebraska not-for-profit corporation, referred to hereinafter as the "Association".

WHEREAS, the following legally described real property is subject to the terms of this Declaration:

~~*[Space for insertion of accurate Lot descriptions after review by a professional title company or other appropriate source.]*~~

\*\* See attached Exhibit A\*\*

WHEREAS, the above legally described lots are hereinafter referred to collectively as the "Lots" or "Regency", and individually as a "Lot";

WHEREAS, the Association desires to continue 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 Areas (as defined herein), for the use and enjoyment of Regency homeowners and the Special Members of the Association.

WHEREAS, by this instrument, the Association desires to amend and restate, in its entirety, the Amendment to Declarations and Supplementary Declarations adopted March 11, 2002 and recorded on September 18, 2002 in Book 1462, Page 134 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska (the "Prior Covenants"), which Prior Covenants amended and restated, in its entirety, (i) the Declarations of Regency 1<sup>st</sup> Addition recorded March 19, 1968 in Book 461, Page 103 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska, and (ii) the Amendment and Extension of Declarations and Supplementary Declarations made August 23, 1988 and recorded on August 25, 1988 in Book 859, Page 741 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska.

NOW THEREFORE, the Association hereby declares that the Lots are hereby subjected to and shall be held, sold, occupied, and conveyed subject to this Declaration and all amendments and supplements thereto shall run with the land and shall be binding upon the Association, each Owner (as defined herein), their heirs, successors, and assigns and all parties claiming under them or under this Declaration and shall inure to the benefit of and be enforceable by the Association, each Owner, and all succeeding Owners.

#### **Article I: Definitions**

The words used above or hereafter in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall have the meanings assigned to them in Article I of this Declaration.

**1.01 "Annual Assessment"** shall mean and refer to the annual charge shared by all Owners established pursuant to Article IV of this Declaration.

**1.02 "Assessable Property"** shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

**1.03 "Association"** shall mean and refer to Regency Homes Association, a Nebraska not-for-profit corporation, and its successors and assigns, an association of all of the owners of property in Regency.

**1.04 "Board of Directors" or "Board"** shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

**1.05 "Common Area"** shall mean and refer to all real property and the Improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the

Members or Special Members. The Association is responsible for management and maintenance of all Common Areas. Common Areas shall not refer to property that is public property within or owned by or dedicated to the City of Omaha, Nebraska and does not refer to parks or other open spaces, lakes and streams not owned fully by the Association and other facilities not owned or leased by the Association.

**1.06 “Conflicts of Interest”** shall mean that the Board of Directors of the Association have no affiliations with or involvement in any organization or entity with any financial interest (such as honoraria; educational grants; participation in speakers’ bureaus; membership, employment, consultancies, stock ownership, or other equity interest;), or non-financial interest (such as personal or professional relationships, affiliations, knowledge or beliefs) in the subject matter or materials discussed in this Declaration.

**1.07 “Declaration”** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Regency Homes as it may be amended from time to time or supplemented in the manner provided herein.

**1.08 “Dwelling Unit”** shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family detached homes.

**1.09 “Mortgagee”** shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. “Mortgage,” as used herein, shall include deeds of trust. As used in this Declaration, the term “Mortgagee” shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term “institutional mortgagee” or “institutional holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations and any agency or department of the United States Government or of any state or municipal government.

**1.10 “Member” or “Members”** shall mean and refer to an individual Owner or all Owners, as applicable.

**1.11 “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**1.12 “Person”** shall mean and refer to any individual, limited liability company, corporation, joint venture, partnership, association, trust, unincorporated organization, or government or any agency or political subdivision thereof, or any other separate legal entity.

**1.13 “Property”** shall mean and refer to the Lots, collectively.

**1.14 “Resident”** shall mean and refer to each individual occupying any Dwelling Unit pursuant to the terms of this Declaration, including, but not limited to, all Owners and members of the immediate family of an Owner who reside within a Dwelling Unit.

**1.15 “Special Assessment”** shall mean and refer to any special charge established pursuant to Article IV of this Declaration.

**1.16 “Special Member”** shall mean and refer to a person with all rights of enjoyment and access to the Common Areas as an Owner, but without any voting rights or other rights held by an Owner.

**1.17 “Structure”** shall mean and refer to:

(a) Anything or object, other than trees, shrubbery, landscaping, and hedges less than two feet high, the placement of which upon any Lot may materially affect the appearance of such Lot, including, but not limited to, any building, single-family residence, garage, porch, shed, greenhouse, planters, covered or uncovered patio, swimming pool, fence, retaining walls, awning, sunscreen, solar heating or cooling device, exterior air conditioning equipment, antenna, gazebo, dog house, play house, recreational facilities (including portable basketball goals), curbing, paving of any kind, wall, signboard, wishing well, bird bath, statues, artwork of any type, or manufactured displays that are intended for long term affixing to the Lot, or any other temporary or permanent Improvement on such Lot;

(b) Any excavation, fill, ditch, dam, berm or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across any Lot, and any Lot; and

(c) Any change of more than six inches in the grade of any Lot.

## **Article II: Property Rights of Common Areas**

**2.01 Rights of Enjoyment of Common Areas.** Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his/her/its Lot. Each Owner is bound by the terms of this Declaration and the Association’s Bylaws and Articles of Incorporation. Each Resident shall have a nontransferable right to use and enjoy the Common Areas, which right shall terminate when such person ceases to have the status of an Owner. Such easements and rights shall be subject to the following:

(a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Areas which shall enhance the preservation of such facilities and the safety and convenience of the users thereof, provided the same are uniformly applied to all Members. Such rules and regulations shall be designed to promote, enhance and protect the privileges and interests of the Owners, Residents and Special Members, including the protection and maintenance of the residential character of Regency, and the promotion of the mental, social and physical benefits of the Owners, Residents, and Special Members, and may include, by way of illustration, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Areas.

(b) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use all or any portion of the Common Areas, with the exception of any streets or access ways, for:

(1) a violation of this Declaration or for an infraction of the Board's rules and regulations until such violation is cured.

(2) so long as any Annual Assessment, Special Assessment, fines, or liens for such Lot remains unpaid and overdue.

(c) The Association may at any time mortgage, dedicate, or transfer all or a part of the Common Areas to any public agency, authority, or other entity upon such terms and conditions as shall be agreed upon by such public agency, authority, entity, or organization and the Board of Directors, including, without limitation, terms and conditions providing for the use of such Common Areas by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Areas and the assessments of Owners and/or Residents for the costs of such maintenance and repair. No such dedication or transfer shall be effective, however, unless approved by a vote of the Members in accordance with the Bylaws, except for the following which shall not require any Members' consent:

- (1) Granting easements which do not interfere with the intended Common Area use;
- (2) Dedicating Common Area to a public authority;
- (3) Conveying Common Area as part of boundary line adjustments with Lots; or
- (4) Transferring Common Area pursuant to a merger or consolidation with a not-for-profit entity.
- (5) The right of the Board of Directors to regulate parking on Common Areas through the granting of easements, licenses, and promulgation of rules and regulations or paid lease and use other than by Owners, Residents and Special Members. All unassigned and/or visitor parking spaces shall be available on a first-come, first-served basis.

### **Article III: Association Organization**

**3.01 Organization of the Association.** The Association has been organized as a not-for-profit corporation under the laws of Nebraska and shall have all powers conferred upon not-for-profit corporations by the Nebraska Nonprofit Corporation Act, including, but not limited to, the following:

(a) Provide for the acquisition, construction, management, maintenance, and care of the Common Areas, and professional management services thereof;

(b) Obtain, manage and maintain services for the Property, or sections thereof including, as necessary, as deemed by the Board of Directors, refuse collection, grass care, weeding or mowing of Common Area or Lot yard areas (if requested), street cleaning, parking area maintenance and management, and snow plowing; and

(c) Take other acts or action which would promote the health, safety or welfare of the Owners, Residents and Special Members.

**3.02 Duties of the Association.** The Association is charged with such further duties and invested with such powers as are prescribed by Nebraska law and as set forth in the Articles of Incorporation and Bylaws of the Association and herein as all of the same may be amended from time to time.

(a) The Articles of Incorporation and Bylaws of the Association shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Common Areas, and other than by a rebate of any excess Annual Assessment, Special Assessment or other dues, fees, or assessments) to the benefit of any Owner, Member, Director or individual.

#### **Article IV: Covenant for Assessments**

**4.01 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual Assessments and Special Assessments as are established and are to be paid and collected as provided in the Bylaws and herein. The Annual Assessments and Special Assessments, together with interest thereon, late fees, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such Annual Assessments and Special Assessments, together with interest thereon, late charges, and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Annual Assessments or Special Assessments fell due. The personal obligation for delinquent Annual Assessments and Special Assessments shall pass to successors in title and both parties (seller and purchaser) shall be jointly liable therefor. No Owner may waive or otherwise escape liability for the Annual Assessments and Special Assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot or any Dwelling Unit thereon.

**4.02 Purpose of Assessments.** The Annual Assessments and Special Assessments levied by the Association shall be used exclusively to carry out the business and responsibilities of the Association including, but not limited to:

(a) The acquisition, construction, management, maintenance (including landscaping and grass care, weeding and cutting and refuse collection as necessary), and care, repair, or replacement of the Common Areas and services, and professional management services thereof;

(b) Managing, obtaining, and maintaining services and payroll for employees and contractors for the Common Areas, or sections thereof; and

(c) Promoting the recreation, health, safety, and welfare of the Members and Special Members.

**4.03 Establishment of Annual Assessment.** The Association shall levy in each of its fiscal years an Annual Assessment against each Lot unless additional assessments have been authorized by the Owners in accordance with the Association's Bylaws and Sections 4.04 and 4.05 herein. The

amounts of such Annual Assessments shall be established by the Board of Directors, subject to the guidelines and limitations imposed by the Association's Bylaws and Articles of Incorporation.

**4.04 Special Assessments for Extraordinary Costs.** Subject to the terms of the Association's Bylaws, in addition to the Annual Assessment authorized above, the Board of Directors, upon a majority affirmative vote of the Board of Directors at a duly-held meeting, may request the Owners vote on a Special Assessment for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, painting, maintenance, Improvement, plantings, maintaining and treatment of trees, shrubs and flowers or replacement of the Common Areas including but not limited to fixtures and personal property related thereto and related facilities. A majority affirmative vote of the entire number of Memberships of Regular Members present or in proxy at any annual or special meeting called for the purpose of voting upon the proposed Special Assessment or responsive to a vote thereon by mail is required for approval.

**4.05 Additional Dues and Assessments.** With the approval of sixty (60%) percent of the Regular Members of the Association present in person or by proxy at any annual or special meeting called for the purpose of voting upon the assessment or responsive to a vote thereon by mail, the Board of Directors may establish assessments in excess of the maximums established under the terms of the Association's Bylaws.

**4.06 Notice and Due Dates.** Written notice specifying the amount of each Annual Assessment and each Special Assessment shall be given to the Owners of each Lot subject thereto. Each Annual Assessment shall be due on the first day of each fiscal year, and any Special Assessment shall be due as defined by the Board of Directors. Assessment payments must be received within thirty days (30) after such written notice and billing.

**4.07 Effect on Nonpayment of Assessments: Remedies of the Association.** Any Annual Assessment or Special Assessment not paid within thirty (30) days after the due date shall be delinquent and the Association may exercise any or all of the following remedies:

(a) Upon written notice to the Owner declare the entire balance of any Annual Assessment or Special Assessment due and payable in full;

(b) Charge interest of sixteen percent (16%) per annum, compounded annually for assessments which are not received by the thirtieth (30<sup>th</sup>) day of the original due date;

(c) Bring an action at law or in equity, including, but not limited to, placing a lien on the Lot, against the Owners of the Lot to collect the same; and/or

(d) Foreclose the lien against the Lot. Such lien may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a foreclosure of a real property mortgage under the laws of State of Nebraska.

(e) The Owner personally obligated to pay the delinquent Annual Assessments and Special Assessments shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred by the Association in connection with the collection of such Annual Assessments and Special Assessments.

(f) No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot.

**4.08 Subordination of the Lien to Mortgages.** The lien of the Annual Assessments and Special Assessments provided for herein shall be subordinate only to the lien of any first Mortgage.

(a) To the extent allowed by Nebraska law the lien of the Annual Assessments and Special Assessments provided for herein upon any Lot will at any time be superior to any earlier or later established lien or foreclosure upon such Lot including, but not limited to, for security for a home Improvement or purchase money loan or the unpaid balance of a purchase contract for such Lot.

(b) The sale or transfer of any Lot shall not affect the lien of such Annual Assessments and Special Assessments. No sale or transfer shall relieve such Lot from liability as to any assessments thereafter becoming due or from the lien thereof.

#### **Article V: Architectural Control Committee**

**5.01 Authorization of Architectural Control Committee.** The Association through the Board of Directors in accordance with the Bylaws of the Association shall establish an Architectural Control Committee (also known as "the ACC"). The Architectural Control Committee shall have the rights, powers, and duties provided in the Bylaws of the Association.

**5.02 Process for Approval.** No Structure will be altered, built, constructed, or otherwise maintained on any Lot without an express written approval executed by the Association through its Architectural Control Committee as provided for in this Declaration and the Bylaws of the Association.

- (a) **Submission of Plans.** An Owner desiring to erect or undertake an Improvement shall complete an ACC form, as from time to time approved and amended by the ACC, and deliver two sets of preliminary plans, sketches, or specifications or other provisional data; construction plans; landscaping plans; and plot plans to the ACC, herein collectively referred to as the "Plans". Such Plans shall include a description of type, quality, color and use of materials proposed for the Improvement. Concurrent with submission of the Plans, the Owner shall notify the ACC of the Owner's mailing address. Any comments of the ACC will be identically marked on both copies of the Plans. One copy will be returned to Owner and one copy retained as part of the permanent records of the ACC.
- (b) **Repair or Replacement.** An Owner desiring to repair a previous Improvement may do so without submitting Plans to the ACC so long as the repair complies with the covenants of this Declaration and is completed with materials of like-kind and quality. The Association recommends notification to the ACC of all like-kind and quality Improvements for information and expression of compliance with this Declaration.
- (c) **Factors Considered by the ACC.** The ACC 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 the Association. The Association 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 the Association and the ACC to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Association 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, the Association may refuse approval of the proposed Improvement.

- (d) **Time to approve.** Written notice of any approval, request for additional information, or disapproval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the ACC form and Plans. Such notice or notification for additional time to review the Plans shall be mailed within (30) days after the date of submission of the completed ACC form and plans. Requests for partial or whole waiver of application of any covenant or easement thereby extends the time for review under Section 5.03 herein.
- (e) **Liability.** No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Association, or to control, direct or influence the acts of the Association with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Association by virtue of the authority granted to the Association in this Article V, this Declaration, the Bylaws of the Association or as a result of any act or failure to act by the Association with respect to any proposed Improvement.
- (f) **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.

**5.03 Process for Approval of Waivers.** The Architectural Control Committee may consider requests for partial or whole waiver of application of any covenant or easement subject to approval by majority vote of the Association's Board of Directors at a regularly-held meeting consistent with relevant architectural factors of concern to the Association, and may then issue a permit of waiver granting any such request. No waiver shall be precedent for any subsequent waiver request.

## **Article VI: General Restrictions on the Use of Lots and Improvements to be Made Thereon**

**6.01 Zoning and Basic Uses.** The use of each Lot shall be limited exclusively for single-family residences and no Structure shall be erected, constructed maintained, or permitted on any Lot which violates this use restriction. The structure or associated structures comprising a single-family residence will consist of a detached dwelling of not more than two and one-half stories in height designed to accommodate a single person or one family group. A family group may include a nanny or caretaker for children, elderly or disabled family members. Each residence shall maintain an attached, enclosed private garage.

**6.02 Structures.** The architectural character of all Structures, or alterations, additions, or Improvements thereof (other than interior alterations not affecting the external appearance of a Structure) when visually related to each other and the surrounding natural environment shall be, by majority vote of the Architectural Control Committee, harmonious in terms of type, size, scale, form, color, and material.

(a) The repair, replacement, repainting, resurfacing, or restoration of any Structure originally approved by the Architectural Control Committee shall not be subject to the review or approval of the Architectural Control Committee provided that, following any such repair, replacement, repainting, resurfacing, or restoration of any such Structure, the external appearance of such Structure shall be substantially similar with the appearance of said Structure as originally approved.

(b) Notwithstanding the foregoing, any roofing project which constitutes greater than twenty five percent (25%) replacement of the current roof shall be subject to approval of the Architectural Control Committee.

(c) Except as otherwise set forth in this Declaration, no Structure shall be painted, surfaced, or resurfaced with any material that is not substantially similar with the appearance of said Structure as originally approved, unless the proposed Improvement is approved in writing by the guidelines established by the Architectural Control Committee.

**6.03 Foundations, Paving and Chimneys.** The exposed foundation walls must be constructed of or faced with brick or stone or stucco or other material approved by the Association. All foundations shall be constructed of concrete, concrete blocks, brick or stone. All driveways, including the approaches to the structure and sidewalks surrounding the structure must be constructed of an earth-tone colored concrete, paving stone or brick, or laid stone. Stamped concrete will be approved if the Architectural Control Committee approves the suggested color. If repair or replacement becomes necessary, the repair or replacement shall also be of concrete, brick, paving stone or brick, or laid stone. The use of asphalt or 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 Architectural Control Committee. Fireplace chimneys shall be covered with clay-fired brick, stone or other material approved in writing by the Association. Any exposed chimney caps of more than twelve (12) inches shall require the approval of the Architectural Control Committee.

**6.04 Roofs.** Unless other materials are specifically approved by the Association, the roof of all Dwelling Units shall be covered with wood shakes or wood shingles, tile or slate, stone coated metal or concrete, a thick polymer or other approved material as determined by the Architectural Control Committee. Dwelling Units 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. Asphalt shingles are not permitted.

**6.05 Screens and Fences.** Except for any fence installed by the Association, no fence or screen shall be installed on a Lot except in accordance with the guidelines established by the Architectural Control Committee and with prior written approval of the Architectural Control Committee. Any fencing which may be installed by the Association in the Common Area shall be maintained by

the Association. Additionally, no fence shall be permitted to extend beyond the front line of a main residential structure unless otherwise permitted by the Architectural Control Committee. Unless other materials are specifically approved in writing by the Architectural Control Committee, fences shall only be composed of wood, wrought iron, aluminum, composite, brick or well-maintained vinyl coated black chain link fencing. No fence shall be made of PVC or other material nor shall it 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 this Declaration must conform when replaced or when repair of more than twenty-five percent (25%) of the fence is made.

**6.06 Exterior Lighting and Signs.** 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. 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 (6) square feet advertising such Lot for sale, promoting a garage/estate sale or announcing the sale of the Lot belonging to the Association 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:

- (a) "For Sale" Signs: During the period of the sale. Directional signs permitted only during the period of an open house.
- (b) 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.
- (c) Political signs: Two weeks before election and taken down the day after the election.

**6.07 Vehicles and Parking.** No boats, trailers, campers, recreational vehicles, or motor homes; or commercial truck, commercial bus, taxicabs, or other commercial vehicle of any kind shall be parked in any visible location on any Lot for more than seven (7) days within any calendar year without the prior written approval of the Architectural Control Committee. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, cargo, tools, or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized commercial vehicle, a vehicle wider than and/or longer than a standard parking space, 19 feet maximum, or any vehicle that has more than two (2) axles may park on a Lot. No disabled vehicle or vehicle on which current registration plates or other required permits such as inspection stickers are not displayed shall be parked on any Lot or on Common Area. The repair or extraordinary maintenance of vehicles shall not be carried out in a manner that is visible from any public or private street or sidewalk, any Lot or the Common Areas. The Association may enforce the provisions of this Article by towing any non-complying vehicle at the vehicle owner's sole risk and expense. This provision shall not preclude commercial vehicles located on the property temporarily, defined as less than 24 hours, to provide services to the Association or a Resident. Additionally, no motor vehicle may be parked or stored outside on any Lot except vehicles driven on a regular basis, at least twice weekly, by the Residents of the Dwelling Unit. Garage doors shall be kept closed.

Garage entrances must not face the street wherever the terrain permits an alternate design. Any vehicle parked on a city street, if in violation of current city code, will be reported to authorities.

**6.08 Animals.** The maintenance, keeping, boarding, or raising of animals, livestock, or poultry regardless of number, is prohibited on any Lot or upon the Common Area, except for the keeping of guide animals and reasonable number of orderly domestic pets (e.g. fish, nonpoisonous reptiles, dogs, cats, or caged birds), not to exceed four (4) pets which can regularly leave the Lot, subject to the rules and regulations adopted by the Board of Directors. Such pets or animals shall not be kept or maintained for commercial purposes or for breeding. Animals shall not be permitted upon the Common Area except for orderly domestic pets accompanied by someone who can control the animal and unless carried, leashed, or under other positive control. Animal droppings shall be cleaned up by the Owner responsible for the animal being on the Property. If an animal's owner fails to clean up after his or her pet or fails to comply with leash laws or the requirements of the rules and regulations of the Association charges may be levied against the responsible party as allowed by law. Any Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. All animals shall be registered and inoculated as required by law. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

**6.09 Air and Water Pollution.** No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto to be established by the Architectural Control Committee, and approved by the Board of Directors, which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of any private or public body having jurisdiction. No person shall dump garbage, trash, or other refuse into any waterway on the Property.

**6.10 Antennas, Satellite Dishes, Etc; Basketball Hoops.** No outside radio, television, ham broadcasting electronic antenna or aerial; earth station; or satellite dish shall be erected or placed on any Structure or on any Lot, except one (1) satellite dish of 24" or less in diameter or diagonal measurement which is screened from view of any street or sidewalk will be permitted per Lot. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from restriction by statute, regulation, binding order of a court or governmental agency shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order. One (1) freestanding basketball backboard and standard shall be permitted on any Lot, without the approval of the Architectural Control Committee, so long as it is not attached to any portion of the front of the Dwelling Unit.

**6.11 Prohibited Structures.** No tree houses, clothes lines, tool sheds or windmills shall be permitted on the exterior of any Lot. No building may be moved in from the outside of Regency. No carports shall be constructed or maintained on any Lot.

**6.12 Landscaping, Trees, and Landscaping Equipment.** The land area not occupied by

Structures, hard-surfacing, vehicular driveways, or pedestrian paths, shall be kept planted with grass, or trees, or other ground covering or landscaping in conformance with the standards set by the Architectural Control Committee and approved by the Board of Directors.

(a) Such standards will take into consideration the need for providing effective site development to:

- (1) Enhance the site and building;
- (2) Screen undesirable areas or views;
- (3) Establish acceptable relationships between buildings and adjacent properties; and

(4) Control drainage and erosion. Water drainage, natural or artificial, is not permitted to impede, damage or affect the use and enjoyment of other Lots.

(b) As required by the Architectural Control Committee, existing trees shall be retained, buffer areas maintained, and the natural contour of the land respected. The Architectural Control Committee reserves the right to require special treatment of slopes, construction of walls and wells, and use of stone fills to preserve trees that cannot otherwise be saved. 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.

(c) Each Lot shall maintain trees spaced 30 feet apart where practicable within the area located between the sidewalk and the street (defined as "Street Trees" by the City of Omaha), such trees to be no less than two inches in diameter when planted with the type of tree approved by the Architectural Control Committee according to the City of Omaha approved Street Trees list, chosen to blend with other trees in the same block. On Lots with conflicting trees planted prior to passage of this Declaration, Owners 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.

(d) No vegetable gardens shall be permitted except in the rear of the home out of view from the street.

(e) 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.

**6.13 Maintenance of Premises and Improvements.** Each Owner or Resident shall at all times keep his Lot and all Structures thereon in a safe, clean, neat, and sanitary condition.

(a) No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained on any Lot (except for customary trash cans, etc.) and no garbage or trash cans shall be allowed to remain outside of any Dwelling Unit unless completely screened from view of every street and from all other Lots in Regency and except after 2:00 P.M. the day before the scheduled garbage pickup, provided said garbage or trash can or container is removed from view as herein

provided by 10:00 P.M. the day of the garbage pickup.

(b) Appropriate maintenance shall include, but not be limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the removal of snow and ice from sidewalks and driveways, and the painting (or other appropriate external care) of all buildings and other Improvements all in a manner and with such frequency as is consistent with good property management, with the exception of those Lots on which the Association may provide maintenance of landscaping.

(c) All Owners of Lots on which storm water management or storm drainage easements exist must keep such area free of debris, landscaping, or fences so as not to impede drainage.

(d) The Owner and/or Resident shall comply with all laws, ordinances, and regulations pertaining to health, safety, and pollution.

**6.14 Enforcement of Maintenance.** The Architectural Control Committee, or its agent, during normal business hours, shall have the right after twenty-one (21) days' notice, except for failure to remove snow and/or ice from sidewalks which shall only require two (2) days' notice, by regular or certified mail or posted on door with a witness, to the Owner or Resident of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Resident, to do any and all maintenance work reasonably necessary in the written opinion of the Architectural Control Committee, to keep such Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid to the Association upon demand and collected in accordance with this Declaration. The Architectural Control Committee, or its agent, shall further have the right, upon like notice and conditions, to trim or prune, at the expense of the Owner or Resident, any hedge, tree or any other planting that, in the written opinion of the Architectural Control Committee, by reasons of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots contrary to the rules and regulations of the Architectural Control Committee, or is unattractive in appearance. The lien provided under this section shall not be valid against a bona fide purchaser, or bona fide mortgagee, of the Lot in question unless a suit to enforce such lien shall have been filed in the court of record and notice thereof shall have been filed in the appropriate records of Douglas County, Nebraska before the recordation among the records of Douglas County, Nebraska of the deed, or mortgage or deed of trust, conveying the Lot in question to such purchaser, or subjecting the same to such mortgage or deed of trust.

**6.15 Maintenance During Construction.** During construction on a Lot it shall be the responsibility of the Owner of such Lot to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction material, trailers, shacks, and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

**6.16 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 otherwise permitted on any Lot.

**6.17 House Colors and Siding.** Exterior colors of all Dwelling Units shall be in neutral earth tones, gray, or white. All colors must be approved by the Architectural Control Committee. Bold colors are expressly prohibited. Brick, wood, stone, or matte-finish vinyl or metal siding is permitted with approval by the Architectural Control Committee as to color, type and finish. No exposed aggregate is allowed on any sidewalls. All approved and installed siding materials must be of premium quality.

**6.18 Hidden Utility Mechanisms.** Screens, parapets or landscaping shall be used to organize and aesthetically shield mechanical equipment, and air conditioning units, and appurtenances from public view. Gas meters must be hidden either architecturally or through the use of a remote reading device.

**6.19 Swimming Pools.** No swimming pool which extends more than one (1) foot above ground level shall be permitted on any Lot.

**6.20 Mailboxes.** All mailboxes shall be comprised primarily of metal, brick, stone or wood.

**6.21 Solar Panels.** Solar Panel unit(s) shall be allowed to be installed upon a Structure upon approval by the Architectural Control Committee of type, size and their position, preferably to be hidden from view of the street in front of the Structure.

**6.22 Timeliness of Construction.** After commencement thereof, which shall be deemed to be the date a valid permit is issued by the City of Omaha, all construction on any Lot will be 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 following issuance of the building permit or receipt of written approval from the Architectural Control Committee, whichever occurs later. The Owner shall deliver a copy of the building permit obtained from the City of Omaha to the Board of Directors within thirty (30) days of the Owner's receipt of the same. In exceptional cases, as determined by the Board of Directors' majority vote approval, additional time for completion may be granted. Failure to complete the construction in a timely matter as set forth in this section shall allow the Owner to be penalized as set forth herein and in the Bylaws of the Association as the same may, from time to time, be amended. In addition, if after a building permit has been granted and approval from the Architectural Control Committee has been received, there occurs a period of construction inactivity on any Lot under construction of ninety (90) days or longer, such construction inactivity shall be deemed a violation of this Section 6.22 and shall subject the Owner of such Lot to penalty as set forth herein and in the Bylaws of the Association as the same may, from time to time, be amended.

**6.23 Grandfather Clause.** Each Improvement in existence prior to the effective date of this Amendment to Declarations and Supplementary Declarations, whether conforming, nonconforming or if conformance had been waived, with the applicable covenants therefor, shall remain subject to, bound by and required to conform to, the provisions of these covenants, as now amended, upon any future replacement or repair of such Improvement. In addition, the Architectural Control Committee shall not be bound by or required to consider any approval of an Improvement or waiver of a nonconforming Improvement made prior to or after the effective date of this Amendment to Declarations and Supplementary Declarations, in considering, approving or

disapproving any proposed future Improvement or waiver, including any replacement or repair of any Improvement in existence prior to or after the effective date of this Amendment to Declarations and Supplementary Declarations. Rather, the Architectural Control Committee shall be bound by and have the power to enforce these covenants, including the factors to be considered by the Architectural Control Committee as set forth herein.

**6.24 Provisions of Articles V and VI Not Applicable to Townhome Lots.** The Lots which are contained in Regency Townhomes 1<sup>st</sup> Addition, Regency Townhomes 2<sup>nd</sup> Addition, Regency Townhomes 3<sup>rd</sup> Addition, Regency Townhomes 4<sup>th</sup> Addition and Regency Townhomes II will not be subject to the provisions of Articles V and VI of this Declaration for the reason that the Lots contained in these Additions are subject to separate declarations, restrictions and covenants.

### **Article VII: Annexations**

**7.01 Additions by the Association.** The Association hereby reserves the right, but not the obligation, at any time to submit any 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 to the terms of 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 additional real estate must be of a nature which is consistent with the private residential character of Regency. Action under this Section 7.01 shall not require the prior approval of the Members or their Mortgagees.

**7.02 Additions by the Owners.** Any Owner shall have the right at any time or from time to time but only upon the receipt of an express written acceptance executed by the Association, to subject additional real property owned by such Owner 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 additional real estate shall be of a nature but not inconsistent with the private residential character of Regency.

### **Article VIII: Easements**

**8.01 Blanket Easement.** An easement is hereby retained in favor of the Association over the Lots and any Common Area for the installation of any item installed for the common enjoyment and/or benefit of the Owners (including, without limitation, electricity, gas, and telephone equipment). An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Lot or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the



Association harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees.

**8.02 Association Easement.** The Board of Directors of the Association shall have the right to grant easements, rights-of-way, licenses, and similar interests over any part of the Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association. The Association, the managing agent, and any other Persons authorized by the Board of Directors, are hereby granted the right of access over and through any portion of the Property (excluding any dwelling), in the exercise and discharge of their respective powers and responsibilities, including, without limitation, to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or upkeep of utilities, landscaping or other Improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates the Association Documents. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness, or failure to comply with the Association Documents for which such Owner is responsible.

**8.03 Specific Easements.** In addition to the easements contained in Section 8.01 and Section 8.02, hereof, the 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 "casements":

(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 any other utility installation or maintenance 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 (10) 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 all such facilities installed therein are completely removed without replacement of any thereof within one hundred eighty (180) days after such removal.

(b) The 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) The 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.

#### **Article IX: Condemnation**

**9.01 Notice.** Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed directly to the Association in order to reduce the Annual Assessment in the fiscal year following the year the condemnation award is received by the Trustee, on the Association's behalf.

**9.02 Replacement Improvements.** If the taking involves a portion of the Common Areas on which Improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Members of the Association shall otherwise agree in a vote held at a duly-called and duly-held meeting, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association.

#### **Article X: Extension, Modification and Termination**

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

(a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of the recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless amended or terminated as provided in this Article X.

(b) The 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 or easement granted to it; and the Association will have the right in the manner set out in its Articles of Incorporation or its Bylaws, 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.

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

#### **Article XI: Enforcement**

**11.01 Enforcement.** Except as excluded by Article VI, Sec. 6.24 hereof applicable to Townhome Lots, the covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

(a) The 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 the 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.

(c) In addition to the above enforcement provisions, the Association 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 this Declaration as may from time to time be amended.

(d) An Owner will be notified of any covenant violation/complaint by written notice from the Architectural Control Committee and will be given twenty-one (21) days to respond with a plan of corrective action or a disputation of the complaint. Violations of Article VI, Sec. 6.06 Exterior Lighting and Signs herein must be corrected immediately within one (1) day of notification of violation/complaint.

## **Article XII: General Provisions**

**12.01 Construction.** The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding on all persons and entities benefited or bound by the provisions of this Declaration.

**12.02 Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

**12.03 Headings.** The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

**12.04 Amendment and Restatement.** This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Regency Homes Association shall amend, restate and supersede the Amendment to Declarations and Supplementary Declarations adopted March 11, 2002 and recorded on September 18, 2002 in Book 1462, Page 134 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska (the "Prior Covenants"), which Prior Covenants amended and restated, in its entirety, (i) the Declarations of Regency 1<sup>st</sup> Addition recorded March 19, 1968 in Book 461, Page 103 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska, and (ii) the Amendment and Extension of Declarations and Supplementary Declarations made August 23, 1988 and recorded on August 25, 1988 in Book 859, Page 741 of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska.

IN WITNESS WHEREOF, the Association has executed this instrument on the 16<sup>th</sup> day of June, 2020.

**Regency Homes Association,  
a Nebraska Not-for-profit Corporation**

By: [Signature]  
signature

Name: John M Walker  
President  
Regency Homes Association Board of Directors

Attest:


By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_  
Secretary  
Regency Homes Association Board of Directors

STATE OF NEBRASKA    )  
  ) ss  
COUNTY OF DOUGLAS    )

Before me, a Notary Public qualified for said County, personally appeared John M. Walker, of Regency Homes Association, a Nebraska not-for-profit 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 there to affixed by its authority.

Witness my hand and Notarial Seal on 16<sup>th</sup> day of June, 2020.

 Connie L Harrold  
Notary Public

## EXHIBIT "A" LEGAL DESCRIPTION

File No.: 20200371

Lots 1 through 42; 47 through 153 Regency 1st Addition

Lot 1, Regency 1<sup>st</sup> Addition Replat 7, formerly known as Southwesterly 4 acres of Lot 154, Regency 1<sup>st</sup> Addition

Lots 1 and 2 Regency 1<sup>st</sup> Addition Replat 6, formerly Lots 43 and 44, Regency 1st Addition

Lots 1 and 2 Regency 1<sup>st</sup> Addition, Replat 1, formerly Lots 45 and 46, Regency 1<sup>st</sup> Addition

Lots 164 through 227, Regency 3<sup>rd</sup> Addition

Lots 232 through 300, Regency 4<sup>th</sup> Addition

Lots 301 through 329, Regency 5<sup>th</sup> Addition

Lots 330 through 411, 414 and 415, Regency 6<sup>th</sup> Addition

Lot 1, Regency 6<sup>th</sup> Addition, Replat 1, formerly all of Lots 412 and 413, and that portion of lot 411, Regency 6<sup>th</sup> Addition

Lots 155-B1 through B6 and Lots 155-C1 through C16, Regency Townhomes 1<sup>st</sup> Addition

Lots 155-A4, Lots 155-G1 through G6, Lots 155-G7 and G8, Lots 155-G9 through G14, and Lots 155-H1 through H15, Regency Townhomes 2<sup>nd</sup> Addition

Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency Townhomes 3<sup>rd</sup> Addition

Lots 155-J1 through J20, Regency Townhomes 4<sup>th</sup> Addition