

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 ~~September~~ ^{October} 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 Regency Homes Association, a Nebraska nonprofit corporation, hereafter called "Homes Association";

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;

Now, Therefore, in consideration of the matters herein recited and the acceptance of this Supplementary Declaration by Homes Association and by Regency Townhomes 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 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 Declaration executed July 30, 1971, hereafter called "easements".
4. Homes Association: Except for the common ground, 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 Homes Association as a

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 2, or of Townhomes 3 as a lien upon and charge against such townhome lot in favor of Association; and Homes Association will be entitled at any time or from time to time to institute any equitable or legal proceeding

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.

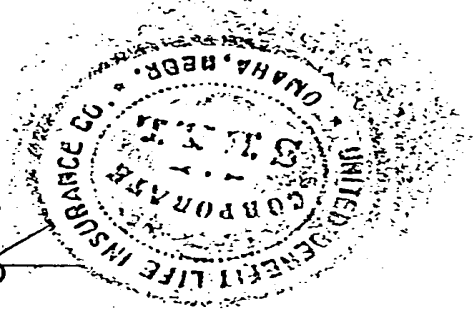
b. Any grantee, assign thereof, or successor thereto will have the right by an express written Termination to terminate any easement granted to such grantee.

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

UNITED BENEFIT LIFE INSURANCE COMPANY

BY Frank P. Hannan
Frank P. Hannan,
Its Vice President

PA 12/1/75



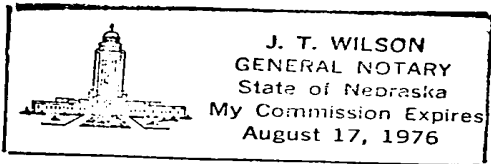
Attest:

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, Vice President of United Benefit Life Insurance Company, a Nebraska insurance corporation, known to me to be the 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 its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on October 1, 1975.



J. T. Wilson
Notary Public

A C C E P T A N C E

Each of the undersigned, being thereunto duly empowered, hereby respectively accepts and agrees to the foregoing Supplementary Declaration.

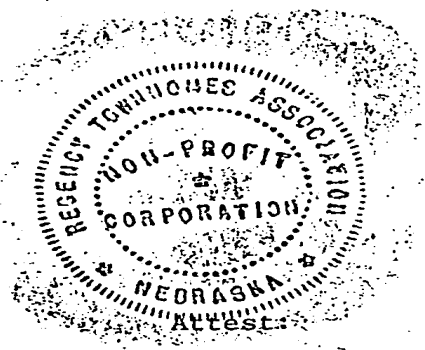
DATED at Omaha, Douglas County, Nebraska, on October 6, 1975.

REGENCY HOMES ASSOCIATION
By [Signature]
Stephen G. Olson,
Its President



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

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

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Regency Townhomes 3rd Addition

Lot 155-A5	1
Lots 155-D1 to D6	6
Lots 155-E1 to E10	10
Lots 155-F1 to F4	4
	<u>21</u> Lots