

Supplementary

DECLARATION

Southwesterly 4 Acres of Lot 154,

REGENCY 1st ADDITION

a subdivision in Douglas County, Nebraska,
as surveyed, platted, and recorded

This SUPPLEMENTARY DECLARATION, made ~~April~~^{May} 3, 1982, by

KAREN A. THEISEN and WILLIAM M. THEISEN, wife and husband of
Omaha, Douglas County, Nebraska, hereafter called "Declarants",

WITNESSETH: THAT,

WHEREAS Regency, Inc., a Nebraska business corporation wholly owned by United of Omaha Life Insurance Company (formerly named United Benefit Life Insurance Company), a Nebraska insurance corporation with its registered office in Omaha, Douglas County, Nebraska, hereafter called "United", and others then owning all of certain parts of Sections 20 and 21, Township 15 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, have heretofore agreed, pursuant to an Indenture executed March 19, 1968, that so much thereof as comprises the Southwesterly 4 acres of Lot 154, Regency 1st Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 1", if not otherwise occupied and used for its originally intended purpose as a site for a public school facility, would be subject otherwise 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 Declarants have acquired and will occupy and use the entirety of such part of Lot 154 of Regency 1 for private residential purposes in place of such originally intended purpose;

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 abutting such part of Lot 154 of Regency 1 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";

WHEREAS said United 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 4th Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 4";

WHEREAS said United has heretofore provided, pursuant to said Indenture, to said Declaration, and to a certain Supplementary Declaration executed July 19, 1973, as recorded at Pages 723 through 726 at Book 524 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to Lots 275 through 300 of Regency 4;

WHEREAS said United has heretofore provided, pursuant to said Indenture, to said Declaration, and to a certain Supplementary Declaration executed May 21, 1976, and recorded at Pages 295 through 298 of Book 565 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, for extension of the conditions and other terms set out in said Declaration to Lots 301 through 329 of Regency 5th Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 5"; and

WHEREAS said United has heretofore provided, pursuant to said Indenture, to said Declaration, to a certain Supplementary Declaration executed October 24, 1978, and recorded at Pages 387 through 391 of Book 609 of the Miscellaneous records of the Register of Deeds of Douglas County, Nebraska, and to a certain Correction of Supplementary Declaration executed February 16, 1979, and recorded at Pages 659 and 660 of Book 610 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms set out in said Declaration to Lots 330 through 371 of Regency 6th Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 6";

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", Declarants do 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; such part of Lot 154 of Regency 1, hereafter called "lot", 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; and such part of Lot 154 of Regency 1 is and will be that part thereof containing about 4 acres described, assuming the east line of the Northeast Quarter of Section 21, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bears due North and South, more particularly by metes and bounds as follows:

Beginning at a point on the southeasterly line of said Lot 154 83.57 feet southwesterly along the southeasterly line of said Lot 154 from a point thereon 80.00 feet northwesterly along an extension of the northerly line of Lot 89 of Regency 1 from the northwest corner of said Lot 89;

Thence Southwesterly on a right curve with radius of 225.00 feet along the southerly line of said Lot 154 an arc distance of 210.67 feet;

Thence South $72^{\circ} 16' 44''$ West along the southerly line of said Lot 154 a distance of 62.18 feet to a point of curve;

Thence Westerly on a right curve with radius of 132.98 feet along the southerly line of said Lot 154 an arc distance of 119.07 feet to a point of curve;

Thence Northwesterly on a right curve with radius of 240.00 feet along the southwesterly line of said Lot 154 an arc distance of 112.70 feet;

Thence North $29^{\circ} 30' 41''$ West along the southwesterly line of said Lot 154 a distance of 127.76 feet to a point of curve;

Thence Northeasterly on a right curve with radius of 192.66 feet along the northwesterly line of said Lot 154 an arc distance of 301.73 feet to a point of curve;

Thence Northeasterly on a left curve with radius of 682.75 feet along the northwesterly line of said Lot 154 an arc distance of 175.24 feet; and

Thence South $30^{\circ} 37' 39''$ East a distance of 482.31 feet to the point of beginning.

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 involve 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 entire length of the northeasterly rear boundary line of the lot and a reasonably necessary length but not all of the remaining encircling boundary line of the lot of ten feet in width and, further, after installation of any such facility, for additional purposes of confining each such strip to its then present grade elevation and prohibiting use thereof for any building, tree, wall, or other structure or any other use inconsistent with the function of such facility; but the easement for any such strip in the lot will terminate if no such facility is installed therein on or before December 31, 1984, 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 and will be adjusted or terminated if such easement is revised or superseded by a separate and specific written instrument executed and recorded with the Register of Deeds of Douglas County, Nebraska.

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 the lot, pursuant to Paragraph 4b of said Declaration, subject to all and each of the conditions and other terms of Paragraph 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 the lot or of any lot of Regency 1, of Regency 3, of Regency 4, of Regency 5, or of Regency 6 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 lot or as to any lot of Regency 1, of Regency 3, of Regency 4, of Regency 5, or of Regency 6 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 the 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 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, Declarants have executed this Supplementary Declaration at Omaha, Douglas County, Nebraska.

Karen A. Theisen

 Karen A. Theisen


William M. Theisen

 William M. Theisen

STATE OF NEBRASKA)
)ss.
 COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally appeared Karen A. Theisen and William M. Theisen, wife and husband, known to me to be the identical persons who executed the foregoing instrument and acknowledged the execution thereof to be her or his respective voluntary act and deed.

WITNESS my hand and Notarial Seal on ^{May} ~~April~~ 3, 1982.

 GENERAL NOTARY - State of Nebraska
 RICHARD P. JEFFRIES
 My Comm. Exp. Sept. 11, 1984

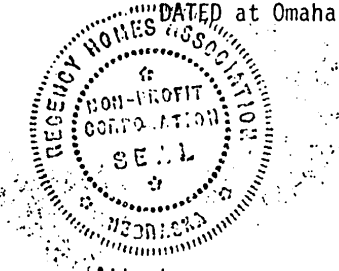
[Signature]

 Notary Public

ACCEPTANCE

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

DATED at Omaha, Douglas County, Nebraska, on May 4, 1982.



REGENCY HOMES ASSOCIATION

By R. E. Atwood
Roger E. Atwood,
Its President

Attest:

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

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78-174
Comp'd
Index
Fee 15.25

Book 670
Page 286
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C. HANCOCK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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