

Supplementary

DECLARATION

Lots 398 through 413,

REGENCY 6th ADDITION

RECEIVED  
JUL 23 10 47 AM '90  
GEORGE J. ...  
REGISTER ...  
DOUGLAS COUNTY

This SUPPLEMENTARY DECLARATION, made June 27, 1990, by

MCNEIL COMPANY, INCORPORATED, a Nebraska business 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 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 unrecorded Indenture executed May 19, 1968, that so much thereof as comprises Lots 398 through 413, Regency 6th Addition, formerly a subdivision in and now an addition to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency Villa", would 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 affected by a certain

BY 931 N ... 67.00  
PG 694-702 ... 1A ...  
OF Misc COMP YML #3 51-32690

13319

Amendment and Extension of Declaration and Supplementary Declarations executed August 23, 1988, and recorded at Pages 741 through 749 of Book 859 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Lots 1 through 153, Regency 1st Addition, formerly a subdivision in and now an addition to City of Omaha, Douglas County, Nebraska, for the inclusion of additional real property in Regency Homes Association, a Nebraska nonprofit corporation, hereafter called "Homes Association";

Whereas United has heretofore provided, pursuant to said Indenture and to a certain Declaration executed October 24, 1978, and recorded at Pages 392 through 400 of Book 609 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as affected by a certain Amendment and Extension of Declaration executed September 23, 1988, and recorded at Pages 107 through 109 of Book 864 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and as further affected by a certain Second Amendment to Declaration executed June 27, 1990, and recorded at Pages 689 through 693 of Book 931 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Lots 372 through 397 of Regency 6th Addition, formerly a subdivision in and now an addition to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Regency 6", for extension of the conditions and other terms set out in said Declaration executed October 24, 1978, to additional real property; and

Whereas, for effectuation of such general scheme of development and use, applicable zoning regulations permit and require the execution and delivery for filing and recording of an instrument or an easement as to the maintenance of facades of single-family detached residences built at or on lot lines in connection with a common development;

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

DECLARE as follows, to-wit:

1. Involved Property: All property involved in this Supplementary Declaration, hereafter called "additional 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 all and each of those certain tracts, hereafter called "additional townhome lot" or "additional townhome lots", at 9708 Nottingham Drive comprising part of Lot 398 and parts of Lot 399 of Regency Villa, at 9710 Nottingham Drive comprising part of Lot 398, part of Lot 399, and part of Lot 400 of Regency Villa, at 9714 Nottingham Drive comprising part of Lot 400, part of Lot 401, and part of Lot 402 of Regency Villa, at 9716 Nottingham Drive comprising part of Lot 401, part of Lot 402, and part of Lot 403 of Regency Villa, at 9718 Nottingham Drive comprising part of Lot 403 and part of Lot 404 of Regency Villa, at 9720 Nottingham Drive comprising part of Lot 404 and part of Lot 405 of Regency Villa, at 9724 Nottingham Drive comprising part of Lot 405, part of Lot 406, and part of Lot 407 of Regency Villa, at 9726 Nottingham Drive comprising part of Lot 406, part of Lot 407, and part of Lot 408 of Regency Villa, at 9728 Nottingham Drive comprising part of Lot 408, part of Lot 409, and part of Lot 410 of Regency Villa, at 9804 Nottingham Drive comprising part of Lot 409, part of Lot 410, and part of Lot 411 of Regency Villa, at 9806 Nottingham Drive comprising part of Lot 411 and part of Lot 412 of Regency Villa, and at 9808 Nottingham Drive comprising part of Lot 412 and Lot 413 of Regency Villa,

as therein respectively described more particularly by metes and bounds by those certain instruments comprising Land Surveyor's Certificate with Legal Description executed November 20, 1989, and recorded respectively at Pages 608 and 609 and Pages 606 and 607 of Book 908, at Pages 462 and 463 of Book 906, and at Pages 604 and 605, Pages 602 and 603, Pages 600 and 601, Pages 598 and 599, Pages 596 and 597, Pages 594 and 595, Pages 592 and 593, Pages 590 and 591, and Pages 588 and 589 of Book 908 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, will be subjected to this Supplementary Declaration and, pursuant to Paragraph 1b thereof, to said Declaration executed October 24, 1978, as affected by said Amendment and Extension of Declaration executed September 23, 1988, and also by said Second Amendment to Declaration executed June 27, 1990.

2. Covenants: The additional involved property is and will be through December 31, 2028, subject to all and each of the following conditions and other terms, hereafter called "covenants":

- a. The additional involved property is and will be an addition to and part of the involved property described in Paragraph 1a of said Declaration executed October 24, 1978, and will be subject to all and each of the conditions and other terms of Paragraph 2b through 2o of said Declaration executed October 24, 1978.
- b. No facade of any single-family clustered or detached residence constructed or otherwise maintained at or upon a side boundary or exterior tract line of any such tract or additional townhome lot of Regency Villa will be altered, after completion of all approved or permitted construction of such facade, in violation of applicable law or ordinance.

3. Easements: The additional involved property is and will be 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 3f of said Declaration executed October 24, 1978, hereafter called "easements".

4. Homes Association: The additional involved property is and will be through December 31, 2028, 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 change upon the ownership of each such tract or additional townhome lot of Regency Villa, pursuant to Paragraph 4b of said Declaration executed March 19, 1968, as affected by said Amendment and Extension of Declaration and Supplementary Declarations executed August 23, 1988, subject to all at each of the conditions and other terms of Paragraph 4a through 4c of said Declaration executed March 19, 1968; and for such purposes each such tract or additional townhome lot of Regency Villa is and will be considered and treated as one townhome 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 additional involved property is and will be through December 31, 2028, 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 such tract or additional townhome lot of Regency Villa, pursuant to paragraph 5b of said Declaration executed October 24, 1978, as affected by said Amendment and Extension of Declaration executed September 23, 1988, subject to all and each of the conditions and

other terms of Paragraph 5a through 5e of said Declaration executed October 24, 1978; and for such purposes each such tract or additional townhome lot of Regency Villa is and will be considered and treated as one and one-third townhome lots as referred to by the Articles of Incorporation of Association and its By-Laws, as from time to time amended.

6. Enforcement: The covenants, easements, conditions, and other terms set out in this Supplementary Declaration, in said Declaration executed March 19, 1968, as affected by said Amendment and Extension or Declaration and Supplementary Declarations executed August 23, 1988, and in said Declaration executed October 24, 1978, as affected by said Amendment and Extension of Declaration executed September 23, 1988, are and will be subject to the following enforcement:

a. Association and every contract purchaser or owner of any of Lots 372 through 397, 414, and 415 of Regency 6 or of any such tract or additional townhome lot of Regency Villa 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 comprising Lot 416 of Regency 6, as to any townhome lot of Regency 6, or as to any such tract or additional townhome lot of Regency Villa 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 Regency 6 or any such tract or additional townhome lot of Regency Villa as a lien upon and charge against such townhome lot or such tract or additional townhome lot of Regency Villa 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 such tract or additional townhome lot of Regency Villa 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 Regency 6 or to any such tract or additional townhome lot of Regency Villa 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 5a through 5e of said Declaration executed October 24, 1978, as affected by said Amendment and Extension of Declaration executed September 23, 1988, 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.






ACCEPTANCE


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 June 21, 1990.

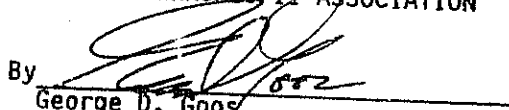
REGENCY HOMES ASSOCIATION

By   
John C. Mitchell  
Its President

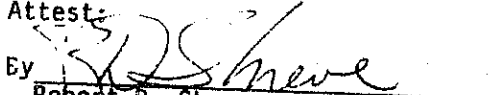
Attest:

By   
Donna Johnson  
Its Secretary

REGENCY TOWNHOMES II ASSOCIATION

By   
George D. Goos  
Its President

Attest:

By   
Robert D. Shreve  
Its Secretary

088015212/013.1/.2/.3

13315