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AMENDMENT AND RESTATEMENT OF PROTECTIVE COVENANTS OF THE REGENT HEIGHTS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS PROTECTIVE COVENANTS were adopted and established on March 28, 1991 for the REGENT HEIGHTS SUBDIVISION to the City of Lincoln, Lancaster County, Nebraska against and upon the tract of real estate more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference as if full set forth (hereinafter referred to as the "Property") and recorded with the office of the Register of Deeds for Lancaster County on April 1, 1991 as Instrument No. 91-009209; and

WHEREAS, REGENT HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation (hereinafter the "Corporation"), was incorporated under the laws of the State of Nebraska for the purpose of enforcing the covenants and restrictions created and established against and upon the Property and for the purpose of maintaining the Common Areas located on the Property; and

WHEREAS, REGENT HEIGHTS HOMEOWNERS ASSOCIATION, INC., by an affirmative vote of more than 2/3rds of the Members of the Corporation by written ballot on and prior to March 20, 2004, has approved the amendment of the Protective Covenants against and upon the Property.

NOW THEREFORE, pursuant to the approval by said affirmative vote of more that 2/3rds of the Members of the Corporation, the following Amended and Restated Protective Covenants and Restrictions against and upon the Property are adopted and established

I. DEFINITIONS:

- (A) As used herein the term "Lot", or "Lots" shall be deemed to mean all single family lots now or hereafter located on the Property, which are shown on the Final Plat of all or any portion of the Property; provided that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska.
- (B) The term "Commons" and "Common Area" shall be deemed to mean all Common Pedestrian Walkways which abut two or more Lot Lines, Ponds and Green Areas, as shown on any Final Plat of all or any portion of the Property; provided that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska.
- (C) The term "Lot Owner" shall be deemed to mean the owner or owners of record of any Lot or Lots.
- (D) The term "Property" shall be deemed to mean the Property as described on Exhibit "A" to these Covenants.
- (E) The term "Corporation", shall be deemed to mean Regent Heights Homeowners Association, Inc., a Nebraska Non-Profit Corporation.
- (F) The term "Member" shall refer to a resident or owner of a "Dwelling Unit".
- (G) The term "Dwelling Unit" shall refer to each home within the Property. Each Dwelling Unit may be located on one or more lots.

II. No Lot nor any dwelling hereafter placed or constructed on any Lot shall be used other than for residential purposes. Any residence constructed on any Lot shall be completed within six (6) months after the commencement of construction. No residence shall be located on any Lot, to-wit: (i) within 25 feet of the Front Lot Line; (ii) within 5 feet of any Side Lot Line, nor: (iii) within 30 feet or 20% of the depth of the Lot, whichever is less, of the Rear Lot Line.

Dana Baker
130 N 16th St 180
Lincoln NE 68508

No add-on structure such as a garage or shed shall be set: (i) within 25 feet of the Front Lot Line; (ii) within 2 feet of any Side Lot Line, nor: (iii) within 2 feet of the Rear Lot Line.

III. The Corporation reserves to itself and its assigns, the exclusive right to establish all grades and slopes upon all Lots, Commons and Roadways and to fix the grade at which any dwelling shall be placed or constructed upon any Lot in conformity with the general plan for the development of the Property. Plans for any dwelling to be placed or constructed upon any Lot shall show the size, exterior material and exterior color, design and plot plan for the building. One set of such plans shall be left on permanent file with the Corporation. The Construction of any dwelling or other structure on any Lot shall not be commenced unless and until written approval of the plans for the building have first been obtained from the Corporation and filed for record with the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such plans shall be given by the Corporation within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld. In the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Corporation however, reserves to itself and its assigns the exclusive right to approve or disapprove any such plans, if in its sole opinion either the size, material or exterior plan do not conform to the general design standard, and overall development characteristics of the Property.

IV. All dwellings located on any Lot shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed as required by the City of Lincoln by Lot Owners other than the Owner.

V. No partially completed dwelling or temporary building and no tent or shack on any Lot located on the Property shall be used as either a temporary or permanent residence.

VI. No wires, antennas or other equipment for electric power or electronic communications shall be permitted on any Lot, except underground or within a building and except TV dishes.

VII. No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the adjoining Lots or endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.

VIII. The Commons and all utilities located within the Commons shall be permanently repaired and maintained by the Corporation.

IX. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any Lot, provided however, that the Owner may place signs, advertising Lots for sale, and provided further, that a sign advertising a single Lot for sale may be placed upon such Lot by the lot Owner.

X. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose; provided, however, this if, in the sole opinion of the Board of Directors of the Corporation, any animal is deemed to be offensive or any annoyance to any other Lot Owners, the Lot Owner keeping such dog or cat may be required to remove the same from the Property.

XI. Any Lot Owner of a Lot, or lots, which abut or are adjacent to a public sidewalk, as shown on the Final Plat of all or any portion of the Property, shall install and maintain such sidewalk. Sidewalks shall be constructed and paid for by such Lot Owner upon the later date of: (i) the constructions of a single family residence on such Lot, or; (ii) whenever required by the City of Lincoln, or; (iii) whenever required by the Corporation, whichever is first.

XII. No recreational vehicle, as defined by the Lincoln Municipal Code, as the same may hereafter be amended, shall be parked or stored on or in front of any Lot, except within an enclosed structure; provided, however, that recreational vehicles may be temporarily parked on or in front of a Lot for a period of time not to exceed 14 days per year.

XIII. Any Lot Owner of any Lot on which a landscape screen is required to be installed by the City of Lincoln, Nebraska, whether such landscape screen is composed of structural or live plant material, shall continuously maintain such landscape screen.

XIV. Every person or entity who is or shall become a record owner of a fee or undivided fee interest in any Lot shall be a member of the Corporation, provided however, that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a member.

XV. Memberships shall include all Members of the Corporation. Each Member of the Corporation shall be entitled to all the rights of Membership and to one vote for each Dwelling Unit in which the interest requisite for Membership is held, provided, however, that no more than one vote shall be cast with respect to any such Dwelling Unit.

XVI. Each Member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement over and upon the Commons for the use and enjoyment thereof, which shall be appurtenant to and shall pass with the interest requisite for Membership held by such member; provided, however, that no Lot Owner shall construct any structures, nor plant any plants on the Commons without prior written consent of the Corporation.

XVII. The rights of the Members of the Corporation in and upon the Commons shall be subject to the following:

- (a) All easements shown upon any Final Plat of any portion of the Property recorded with Register of Deeds of Lancaster County, Nebraska;
- (b) The right of the Corporation, as provided in its Articles of Incorporation and By-Laws to suspend the use of the Commons by any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any other infraction of the published rules and regulations governing the use and maintenance of the commons;
- (c) The right of the Corporation to dedicate or transfer all or any part of the Commons to any public agency, authority, or utility and subject to such conditions as may be agreed to by the Members, provided however, that any such dedication or transfer shall be approved by a majority vote at a regular or annual meeting of the Members, providing notice of the proposed dedication or transfer be contained in the notice of such special meeting;
- (d) The dedication and transfer of the Ponds and Green Areas to the City of Lincoln on behalf of the public;
- (e) The use of the Common Pedestrian Walkways comprising a part of the Commons by the general public pursuant to a public easement as granted or to be granted by the Corporation.

XVIII. Except for the duty and obligation of each individual Lot Owner of a Dwelling Unit to maintain and repair the sidewalks abutting their respective Lot or Lots (as set forth at paragraph XI), the Corporation hereby covenants, and each Member of the Corporation by the acceptance of a deed by which the interest requisite for Membership in the Corporation is acquired, shall be deemed to covenant to maintain and repair the landscaping of the Commons and to remove snow from the Common Pedestrian Walkways as defined by the Corporation comprising a part of the Commons. This covenant by the Members shall be satisfied by the payment of a general annual assessment and/or a general special assessment for the administration of the Corporation, and the maintenance and repair of the Commons. Such annual and special general assessments shall be a lien upon the Lot against which such assessments are made and shall also be the personal obligation of the Member who is, or was, the record owner of the Lot assessed at the time of such general assessment. Each Lot shall be equally liable for the total annual and special general assessments.

XIX. The lien of such annual and special general assessments shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Lot against which such assessment is made.

XX. Annual general assessments shall be made by the Board of Directors of the Corporation for maintenance of the Ponds and Green Areas comprising a part of the Commons, for the payment of taxes and special assessments levied against the Commons by the City of Lincoln, Nebraska, subsequent to the execution and recordation of these Protective Covenants, for minor improvements in accordance with the By-Laws, and for snow removal for the Common Pedestrian Walkways comprising a part of the Commons as defined by the Corporation. Special general

assessments (over and above minor improvements as defined in By-Laws) for capital improvements of the Ponds and Green Areas comprising a part of the Commons may be made by the Board of Directors, provided however, that such assessments for capital improvements shall be approved by the affirmative vote of two-thirds of the Members entitled to vote, present in person or by proxy, at a regular meeting of the Members or at a special meeting of the Members, provided notice of such special general assessments shall be contained in the notice of such special meeting.

XXI. The Corporation shall provide for the landscaping upkeep and maintenance of the Ponds and Green Areas comprising a part of the Commons as may be determined by the Corporation to be in the best interest of the Corporation and the public, and shall annually assess the Lots and Members for upkeep and maintenance of the Ponds and Green Areas, including the payment of taxes and special assessments levied by the City of Lincoln or Lancaster County. Such general assessments shall be assessed by the Corporation to its Members and shall be a lien on the Lot and a personal obligation of the record title holders as set forth in Paragraph XVIII, XIX and XX herein.

XXII. All Lot Owners and members of the Corporation agree to abide by all rules and regulations promulgated by the Corporation.

XXIII. These covenants and restrictions shall run with the Property and shall be binding upon and enforceable by, the Corporation, all Members of the Corporation, any Lot Owner and their respective heirs, executors, administrators, successors and assigns for a period of twenty-five (25) years from and after the date of recordation of these covenants and restrictions with the Register of Deeds of Lancaster County, Nebraska, and shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument executed by the Corporation approved by a 2/3 vote of the Members of the Corporation shall have been recorded with the Register of Deeds of Lancaster County, Nebraska, agreeing to a termination or modification of these covenants.

XXIV. The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages and, by the Corporation, to enforce the payment of any assessment or any lien or obligation created hereby. If any action is brought in any court to enforce the terms or provisions of any of these covenants, or to collect any unpaid assessment against any Lot, then if the person instituting such proceeding is successful it, he or she shall also be entitled to be aware of all costs and fees (including reasonable attorneys fees) incurred in connection with such proceeding.

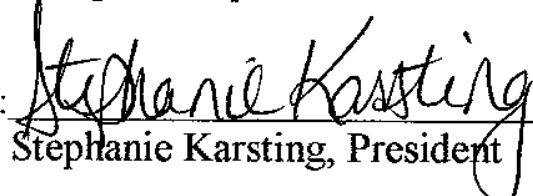
XXV. Any instrument amending, modifying, abrogating or canceling these protective covenants pertaining to the structure, existence or financing of the Homeowner's Association must be approved by the City of Lincoln in writing and recorded before it shall be effective.

XXVI. The invalidation of any one of the covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.


Dated this 24 day of April, 2004.

REGENT HEIGHTS HOMEOWNERS ASSOCIATION, INC.,
A Nebraska Nonprofit Corporation

Signed by:


Stephanie Karsting, President

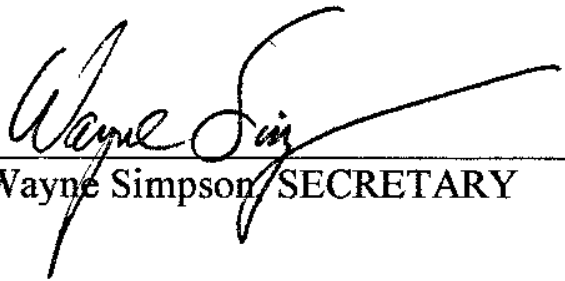
ATTEST:


Wayne Simpson, Secretary

CERTIFICATION

The undersigned hereby certifies that the foregoing Amended and Restated Protective Covenants were adopted by a 2/3 vote of the Members of the corporation by written ballots received on the prior to March 20, 2004, the voting cutoff date, pursuant to the provisions of Neb. Rev. Stat. Section 21-1958 (Reissue 1997), with 209 Members voting in favor thereof, 21 Members voting against and 74 Members not voting out of the total of 304 Members of the corporation.

Dated: April 24, 2004.


Wayne Simpson, SECRETARY

ATTEST:

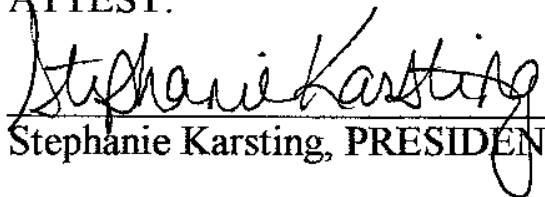

Stephanie Karsting, PRESIDENT

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 thru 11, inclusive, Regent Heights Addition; Lot 1, Block 1, Lots 1 and 2, Block 2, Lots 1 thru 7, inclusive, Block 3, Lots 1 thru 29, inclusive, Block 4, and Lots 1 thru 10, inclusive, Block 5, Regent Heights First Addition; Lots 1 thru 10, inclusive, Block 1, Lots 1 thru 12, inclusive, Block 2, and Lots 1 thru 6, inclusive, Block 3, Regent Heights Second Addition; Lots 1, 2 and 3, Regent Heights Third Addition; Lots 1 thru 10, inclusive, Block 1, Lots 1 thru 11, inclusive, Block 2, Lots 16, 17 and 18, Block 2, Lots 2 thru 7, inclusive, Block 3, and Lot 1, Block 4, Regent Heights Fourth Addition; Lots 1 thru 12, inclusive, Block 1, and Lots 1 thru 9, inclusive, Block 2, Regent Heights Fifth Addition; Lots 1 thru 12, inclusive, Block 1, Lot 1, Block 2, Lots 1 thru 26, inclusive, Block 3, Lot 1, Block 4, Outlot "A" and Outlot "D", Regent Heights Sixth Addition; Lots 1 thru 13, inclusive, Block 1, Lots 1 thru 15, inclusive, Block 2, Lots 1 thru 13, inclusive, Block 3, Lot 1, Block 4, Outlot "A" and Outlot "B", Regent Heights Seventh Addition; Lot 1, Block 1, and Lot 1, Block 2, Regent Heights Eighth Addition; Lots 1 thru 8, inclusive, Block 1, Lots 1 thru 6, inclusive, Block 2, Lots 1 thru 16, inclusive, Block 3, Lots 1 thru 11, inclusive, Block 4, and Lots 1, 2 and 3, Block 5, Regent Heights Ninth Addition; Lots 1 thru 6, inclusive, Block 1, Lots 1 thru 12, inclusive, Block 2, and Lots 1 thru 10, inclusive, Block 3, Regent Heights Tenth Addition; Lot 1, Regent Heights Eleventh Addition; and Lots 1 and 2, Block 1, Regent Heights Seventeenth Addition, Lincoln, Lancaster County, Nebraska.

FORMERLY DESCRIBED AS:

A TRACT OF LAND COMPOSED OF LOTS 1 THROUGH 4 AND LOTS 13 THROUGH 16 CASTLETON ADDITION, LOT 51 I.T., A PORTION OF LOT 74 I.T., A PORTION OF 78TH STREET ROW, AND A PORTION OF BALDWIN AVENUE ROW, ALL LOCATED IN THE N 1/2 OF SECTION 15 TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH. PM LANCASTER COUNTY NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF SAID LOT 51 I.T., SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 88 DEGREES 55 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 51 I.T. A DISTANCE OF 985.40 FEET TO THE NE CORNER OF SAID LOT 51 I.T., THENCE SOUTH 0 DEGREES 00 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 51 I.T. A DISTANCE OF 1322.56 FEET TO THE SE CORNER OF SAID LOT 51 I.T., THENCE SOUTH 16 DEGREES 05 MINUTES 05 SECONDS EAST, A DISTANCE OF 91.87 FEET TO A POINT, THENCE SOUTH 6 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 97.32 FEET TO A POINT, THENCE SOUTH 0 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 60.86 FEET TO A POINT, THENCE SOUTH 7 DEGREES 56 MINUTES 24 SECONDS WEST, A DISTANCE OF 111.39 FEET TO A POINT, THENCE SOUTH 16 DEGREES 26 MINUTES 09 SECONDS WEST, A DISTANCE OF 85.64 FEET TO A POINT, THENCE SOUTH 22 DEGREES 22 MINUTES 52 SECONDS WEST, A DISTANCE OF 73.62 FEET TO A POINT, THENCE SOUTH 27 DEGREES 14 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.93 FEET TO A POINT, THENCE SOUTH 40 DEGREES 25 MINUTES 51 SECONDS WEST, A

DISTANCE OF 94.71 FEET TO A POINT, THENCE SOUTH 54 DEGREES 22 MINUTES 48 SECONDS WEST, A DISTANCE OF 94.71 FEET TO A POINT, THENCE SOUTH 68 DEGREES 19 MINUTES 45 SECONDS WEST, A DISTANCE OF 94.71 FEET TO A POINT, THENCE SOUTH 19 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 51.21 FEET TO A POINT, THENCE SOUTH 0 DEGREES 00 MINUTES 35 SECONDS WEST, A DISTANCE OF 531.54 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 74 I.T., THENCE SOUTH 89 DEGREES 19 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 74 I.T. A DISTANCE OF 170.01 FEET TO THE SE CORNER OF LOT 75 I.T., THENCE NORTH 0 DEGREES 00 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 75 I.T. A DISTANCE OF 567.86 FEET TO A POINT, THENCE SOUTH 89 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 500.04 FEET TO A POINT ON THE WEST LINE OF SAID LOT 74 I.T., THENCE NORTH 0 DEGREES 00 MINUTES 35 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 74 I.T. A DISTANCE OF 721.13 FEET TO A POINT ON THE SOUTH LINE OF BALDWIN AVE. ROW, THENCE SOUTH 89 DEGREES 30 MINUTES 05 SECONDS WEST, ALONG THE SOUTH ROW LINE OF SAID BALDWIN AVE. A DISTANCE OF 110.00 FEET TO A POINT, THENCE NORTH 0 DEGREES 01 MINUTES 23 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH ROW LINE OF SAID BALDWIN AVE., THENCE SOUTH 89 DEGREES 30 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 16 THROUGH 13 CASTLETON ADDITION A DISTANCE OF 1205.61 FEET TO THE SW CORNER OF SAID LOT 13, THENCE NORTH 0 DEGREES 05 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF LOTS 13 AND 4 CASTLETON ADDITION A DISTANCE OF 1260.28 FEET TO THE NW CORNER OF SAID LOT 4, THENCE NORTH 89 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 4 THROUGH 1 CASTLETON ADDITION A DISTANCE OF 1314.23 FEET TO THE NE CORNER OF SAID LOT 1, THENCE NORTH 0 DEGREES 01 MINUTES 23 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 51 I.T. A DISTANCE OF 33.01 FEET TO THE PLACE OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 86.74 ACRES MORE OR LESS.