

78, — 260A
260C

BOOK 529 PAGE 375

D E C L A R A T I O N

["REGENCY OFFICE PARK"]

Unreplatted Part of Lot 162 and Lot 163, Regency 2nd Addition
a Subdivision in Douglas County, Nebraska
as surveyed, platted, and recorded

This DECLARATION, made October 31, 1973, by

HAWKINS CONSTRUCTION COMPANY, a Nebraska business corporation
with its registered office in Omaha, Douglas County, Nebraska,

LINCLAY DEVELOPMENT CORPORATION, a Missouri business corporation
with its registered office in St. Louis, Missouri,

MAENNER CO., a Nebraska business corporation with its registered
office in Omaha, Douglas County, Nebraska,

PHYSICIANS' PROPERTIES, LTD., a Nebraska limited partnership
with its principal office in Omaha, Douglas County, Nebraska,

UB REALTY, INC., a Nebraska business corporation with its re-
gistered office in Omaha, Douglas County, Nebraska, and

UNITED BENEFIT LIFE INSURANCE COMPANY, a Nebraska insurance cor-
poration with its registered office in Omaha, Douglas County,
Nebraska,

hereafter called "Declarant" or "Declarants",

WITNESSETH: THAT,

Whereas Regency, Inc., a Nebraska business corporation wholly owned
by Declarant United Benefit Life Insurance Company, and others, pre-
decessors of all other Declarants in ownership, 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 unreplatted part of Lot 162,
and Lot 163, Regency 2nd Addition, hereafter called "Regency 2", a
subdivision in Douglas County, Nebraska, as surveyed, platted, and re-
corded, and as intended to be replatted hereafter into one or more
additions of Regency Office Park, hereafter called "Office Park",
will be subject to conditions and other terms appropriate, conven-
ient, or necessary to preserve and promote its public office build-
ing and related or similar commercial character as to Office Park
in conformity to and coordination with the general scheme of devel-
opment and use expressed in said Indenture;

Now, Therefore, in consideration of the matters herein recited and
the acceptance of this Declaration by Regency Homes Association, a
Nebraska nonprofit corporation, hereafter called "Homes Association",
Declarants do hereby

DECLARE as follows, to-wit:

1. Involved Property: All real property involved in this 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 Declaration; and the following does and will constitute the involved property so subjected to this Declaration:

a. The unreplatted part of Lot 162 and Lot 163, Regency 2, inclusive of all or any part or parts thereof at any time or from time to time hereafter replatted into one or more additions of Office Park, and also inclusive of any part or parts thereof at any time or from time to time hereafter conveyed, dedicated, reserved, or otherwise created or established as one or more permanent easements, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing any private sewers, utilities lines, water pipes for air conditioning or heating uses, or for any related or similar purposes, hereafter called "utility right of way" or "utility rights of way", will be subjected to this Declaration.

b. Declarant United Benefit Life Insurance Company will retain the right at any time or from time to time through December 31, 2010, to subject additional real property owned by it in Douglas County, Nebraska, and comprised of one or more tracts suitable for hotel or motel, public office building, or related or similar commercial purposes, hereafter called "lot", "lots", "parcel", or "parcels", together with such addition or additions to the utility rights of way as may be appropriate, convenient, or necessary for such lots or parcels, and any other owners will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by Regency Office Park Association, a Nebraska nonprofit corporation, hereafter called "Association", also to subject additional real property owned by them in Douglas County, Nebraska, and comprised of one or more lots or parcels or one or more additions to the utility rights of ways, 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 or parcels and such additions to the utility rights of way 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 but not inconsistent with the public office building and related or similar commercial character of Office Park.

2. Covenants: The involved property is and will be through December 31, 2010, subject to all and each of the following conditions and other terms, hereafter called "covenants":

a. Except for such other purposes or uses as may from time to time be permitted or required by this Declaration, no part of any utility right of way will be occupied or used for other than one or more of the purposes thereof or for the general common benefit of all contract purchasers and owners of all lots and parcels and related purposes as determined by Association in the manner set out

in its Articles of Incorporation or its By-Laws, as from time to time amended.

b. Except for such lot or parcel or part thereof as may from time to time be added to or occupied or used as part of or in connection with any utility right of way, no lot or parcel will be occupied or used for other than hotel or motel, public office building, or related or similar commercial purposes; and no lot or parcel will be occupied or used for such public office building or other commercial purposes without provision thereon of adequate and reasonable vehicular parking space or facilities appropriate, convenient, or necessary to such purposes.

c. The structure or associated structures, together with provision for vehicular parking, comprising a public office building or other commercial project will consist of all improvements, structures, and other structural elements together with landscaping and all use or uses thereof appropriate, convenient, or necessary for public office building or related commercial purposes.

d. No public office building or other commercial project will be altered, built, constructed, used, or otherwise maintained on any lot or parcel without an express written Approval executed by Association through its Architectural Control Committee or its permission by implied approval secured in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within lot or parcel boundary lines, quality of construction, site landscaping, size, use or uses, and general suitability for public office building or other commercial purposes of such public office building or other commercial project; and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, vehicular parking facility, wall, or other structure or associated structures, no trees or other site landscaping in any location within public view, and no use or uses of any office building or other commercial project will be altered, built, changed, constructed, erected, installed, planted, or otherwise maintained or undertaken on any lot or parcel without such approval by Association so secured as to general appearance, composition, design, exterior color or colors, use or uses, and general suitability for public office building or other commercial purposes.

e. After commencement thereof, all construction on any lot or parcel will be as diligently as practicable prosecuted to completion as soon as practicable, and no construction will be maintained on any lot or parcel in uncompleted or unfinished condition for more than twenty-four months.

f. No access street, driveway, road, or sidewalk and no structural element of any construction or exterior part thereof will be maintained on any lot or parcel in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

g. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground

level on any lot or parcel other than in a location out of public view; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot or parcel other than for temporary use or uses appropriate, convenient, or necessary for use or uses connected and coterminous with approved or permitted construction.

h. No driveway or road will be constructed or maintained on any lot or parcel and connected to or with an adjoining private or public road or street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected private or public sidewalk nearest such lot or parcel to such union, only with concrete cement of quality similar to that used for such sidewalk and street, and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway or road will be constructed or maintained and connected across or over an adjoining public sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

i. 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 or parcel 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.

j. No garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot or parcel other than in a location out of public view.

k. No advertising, identifying, or other sign will be maintained on any lot or parcel, without an express written Consent executed by Association.

l. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any lot or parcel in a location within public view, other than for use or uses connected and coterminous with construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any lot or parcel.

m. No boat, camper, trailer, or similar chattel not in actual use will be maintained on any lot or parcel other than in an enclosed structure; and no automobile, motorcycle, truck, or other vehicle will be repaired, torn down, or stored on any lot or parcel other than in an enclosed structure.

n. No birds, livestock, poultry, or animals, other than domesticated noncommercial pets in no more than reasonable quantity, will be bred, kept, or otherwise maintained on any lot or parcel without an express written Consent executed by Association.

o. No public annoyance or nuisance and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any lot or parcel.

3. Easements: The involved property is and will be perpetually, unless any thereof is terminated, subject to all and each of the following easements for common use, maintenance, recreational, repair, and other access, and private and public sewer and utilities conduits, connections, lines, maintenance, and services, hereafter called "easements":

a. Each of Association, Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, Sanitary and Improvement District Number 188 of Douglas County, Nebraska, together with the operator or owner of the Regency central air conditioning and heating plant, or power plant, 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 private sewer, telephone, gas, water, electric, public sewer, or other utility conduits, lines, pipes, or other facilities in, over, under, and upon such strip or strips of any lot or parcel as confined to noninterference with any access street, driveway, road, sidewalk, or structural element of any construction on any lot or parcel and as determined by Association as to all utility rights of way in the manner set out in its Articles of Incorporation or By-Laws, as from time to time amended, or by Declarant United Benefit Life Insurance Company as to any lot or parcel then owned by it by executing and recording with the Register of Deeds of Douglas County, Nebraska, an express written Easement describing such strip or strips and naming the grantee or grantees of such easement 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 will terminate if no such facility is installed therein within two calendar years after recording of the Easement describing such strip or will terminate any time thereafter if all such facilities installed therein are abandoned or completely removed without resumption of use or replacement of any thereof within sixty days after such abandonment or removal.

b. Association and its assigns and successors for itself and for the general common benefit of all contract purchasers and owners of all lots and parcels will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, repairing, or otherwise controlling any private sewers together with related lift stations, landscaping or preserving, maintaining or restoring site landscaping and of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over and upon all parts of each lot or parcel not occupied or used by any driveway,

vehicular parking space or facility, road, sidewalk, or structural element of any public office building or related commercial project and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway, vehicular parking space or facility, road, or sidewalk.

c. Each contract purchaser or owner of each lot or parcel will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of individually enjoying or otherwise taking advantage of any utility right of way in common with all other such contract purchasers and owners and to the extent not inconsistent with such other purposes or uses as may from time to time be permitted or required by this Declaration.

4. Association: The involved property is and will be, through December 31, 2010, or for such longer or other period as may otherwise be fixed, included in membership in Association subject to all and each of the following conditions and other terms:

a. Association will have the right, in general, without any part of its net earnings inuring to the private benefit of its members, to promote and provide for their common business interests, improvement of general business conditions, and related non-profitable interests by acquiring, improving, maintaining, operating, or otherwise making available for public use landscaped or otherwise improved private or public rights of way connected with the area known as Regency Office Park, securing compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, by fixing and collecting or abating dues or other charges for financing its operation, by delegating by contract or otherwise to any other Nebraska nonprofit corporation or other professional manager general responsibility for administration and executive management of its affairs, and by undertaking any one or more activities appropriate, convenient, or necessary to promote or sustain any such interest, to acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise any interest in or species of personal or real property wherever located, and to engage in any other venture for the mutual non-profitable interests of its members for which a corporation may be organized under the Nebraska Nonprofit Corporation Act, as amended.

b. Except for utilities rights of way, the unreplatted part of Lot 162 and Lot 163 of Regency 2 and every lot and parcel will be automatically included in membership in Association as a benefit or burden running with and charge upon the ownership of each such lot or parcel; and the owners of any other lot, lots, parcel, or parcels suitable for hotel or motel, public office building, or related or similar commercial purposes will have the right at any time or from time to time but only upon the receipt of an express written Acceptance executed by Association thereafter to include any such lot or parcel in membership in Association as a benefit or burden running with and charge upon the ownership of such lot or parcel.

c. Dues or other charges for each lot or parcel included in membership as fixed by Association in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time

amended, will each constitute until abated or paid a lien upon and charge against such lot or parcel in favor of Association; but no such lien upon any such lot or parcel will at any time be superior to any earlier or later established lien upon such lot or parcel for security for an improvement or purchase money loan or the unpaid balance of a purchase contract for such lot or parcel.

d. The obligations and privileges of membership in Association will in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, extend to contract purchasers and owners of all lots and parcels included in membership and appertain to and be coterminous with the duration of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to Association until abatement or payment for all dues or other charges as fixed by it at any time or from time to time throughout the duration of such interest and membership.

e. 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, to divide the membership into classes, to deny or limit voting rights of members or any membership class, and to deny access to or use of facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

5. Enforcement: The covenants, easements, conditions, and other terms set out in this Declaration are and will be subject to the following enforcement:

a. Association and every contract purchaser or owner of any lot or parcel 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 or parcel 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 lot or parcel as a lien upon and charge against such lot or parcel 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 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 lot or parcel of any covenant or easement granted to it; 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 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 Declaration at and as at Omaha, Douglas County, Nebraska.

HAWKINS CONSTRUCTION COMPANY

By Robert A. Bloechle
Robert A. Bloechle,
Its Vice President

Attest:
By Thomas M. Price
Thomas M. Price
Its Assistant Secretary

LINCLAY DEVELOPMENT CORPORATION

By David M. Lacy
David M. Lacy,
Its Vice President

Attest:
By Barbara B. Byrnes
Barbara B. Byrnes
Its Assistant Secretary

MAENNER CO.

By John R. Maenner
John R. Maenner,
Its President

Attest:
By ReVona C. Brownlee
ReVona C. Brownlee,
Its Secretary

PHYSICIANS' PROPERTIES, LTD.

By *Chester A. McCurdy*
Chester A. McCurdy,
Its Managing General Partner

Attest:

By *William J. Dickerson*
William J. Dickerson,
One of Its Partners

UB REALTY, INC.

By *Ronald S. Salyards*
Ronald S. Salyards,
Its Vice President



Attest:
By *J. Bernard Hurley*
J. Bernard Hurley,
Its Assistant Secretary

UNITED BENEFIT LIFE INSURANCE COMPANY

By *Frank P. Hannan*
Frank P. Hannan,
Its Executive Vice President

Attest:

By *J. Bernard Hurley*
J. Bernard Hurley,
Its Assistant Secretary

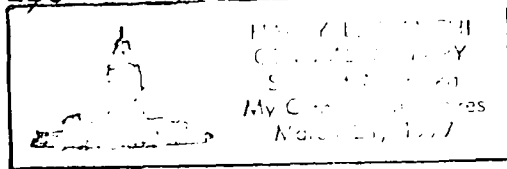
STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said county, personally appeared Robert A. Bloechle, Vice President of Hawkins Construction Company, a Nebraska business 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 and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on October 19, 1973.

Henry L. Beach

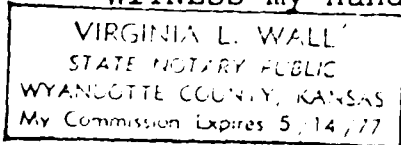
Notary Public



STATE OF MISSOURI]
] ss
CITY OF ST. LOUIS]

Before me, a Notary Public qualified for said city, personally appeared David M. Lacy, Vice President of Linclay Development Corporation, a Missouri business 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 and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on October 19, 1973.



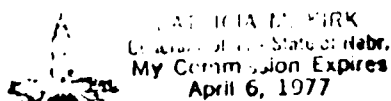
Virginia L. Wall

Notary Public

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said county, personally appeared John R. Maenner, President of Maenner Co., a Nebraska business corporation, known to me to be the President and identical person who executed the foregoing instrument, acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on October 20, 1973.



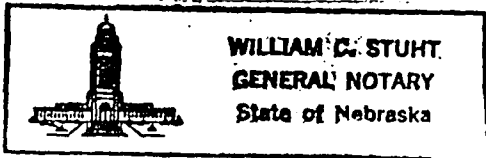
Patricia M. Kirk

Notary Public

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said county, personally appeared Chester A. McCurdy, Managing General Partner of Physicians' Properties, Ltd., a Nebraska limited partnership, known to me to be the Managing General Partner and identical person who executed the foregoing instrument, acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited partnership, and declared the execution and delivery thereof to be duly authorized.

WITNESS my hand and Notarial Seal on October 23rd, 1973.

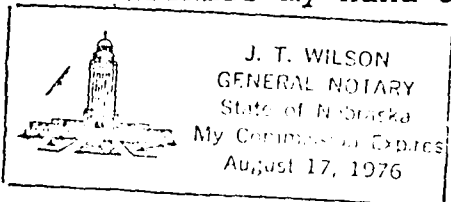


William C. Stuht
Notary Public

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said county, personally appeared Ronald S. Salyards, Vice President of UB Realty, Inc., a Nebraska business 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 and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on October 31, 1973.

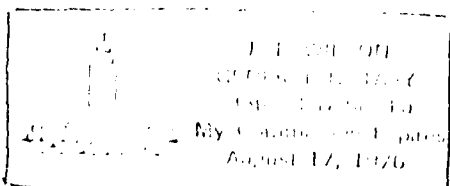


J. T. Wilson
Notary Public

STATE OF NEBRASKA]
] ss
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said county, personally appeared Frank P. Hannan, Executive Vice President of United Benefit Life Insurance Company, a Nebraska insurance corporation, known to me to be the Executive Vice President and identical person who executed the foregoing instrument, acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation, and declared the execution and delivery thereof to be duly authorized and its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on October 31, 1973.



J. T. Wilson
Notary Public

A C C E P T A N C E

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

DATED at Omaha, Douglas County, Nebraska, on October 31, 1973.

REGENCY HOMES ASSOCIATION

By *John R. Maenner*
John R. Maenner,
Its Vice President

Attest:

By *Louis R. Seybold*
Louis R. Seybold,
Its Secretary

THE STATE OF NEBRASKA }
 Douglas County }
 Entered in Numerical Index and filed
 for Record in the office of the Register of
 Deeds of said County and recorded in
 Book 529 of PLD
 Page 375

O. Russell Peterson
 Register of Deeds

By _____
 Deputy

Mail _____
 N 78-3664 G.P.D. 9.0-2
 Compared 260 P. 363

5 paid
 10/31/73
 J. R. Maenner
 Vice President

78-3664