

Supplementary

DECLARATION

REGENCY TOWNHOMES 4th 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 June 13, 1977, 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 4th Addition, hereafter called "Townhomes 4", 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

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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;

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 October 1, 1975, and recorded at Pages 333 through 339 of Book 556 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as surveyed, platted, and recorded, for the inclusion of Lots 155-A5, 155-D1 through D6, 155-E1 through E10, and 155-F1 through F4, Regency Townhomes 3rd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called "Townhomes 3", 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-A5, 155-D1 through D6, 155-E1 through E10, and 155-F1 through F4 of Townhomes 3; 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-A6 of Townhomes 4, hereafter called "common ground", and Lots 155-J1 through J20 of Townhomes 4, 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. Covenants: 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 following conditions and other terms, hereafter called "covenants":
  - a. Each townhome lot is and will be subject to each of the covenants set out in Paragraph 2b through 2g and 2i through 2o of said Declaration executed July 30, 1971.

b. No driveway will be constructed or maintained on any townhome lot and connected to or with an adjoining public street through its curb other than by a curb cut effected by a clean-cutting cement saw leaving a smooth and unpatched curb cut and by construction design 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 public sidewalk nearest such townhome lot 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, further, making use of grade or grades so as to allow and permit adequate, proper, and reasonable access to, drainage of, and normal use of such driveway and of each driveway or driveway location on each townhome lot adjoining such townhome lot; and no such driveway will be constructed or maintained and connected across or over an adjoining public sidewalk or connected with driveway or driveways on an adjoining townhome lot or lots other than by some method leaving a smooth and unpatched intersection or joint so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk or to such adjoining driveway or townhome lot.

3. Easements: The involved property is and will be perpetually, and thereof is terminated, subject to all and each of the following easements for common use, balcony, driveway, 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, hereafter called "easements":

a. The involved property is and will be subject to each of the easements set out in Paragraph 3a through 3e of said Declaration executed July 30, 1971.

b. Each contract purchaser or owner of each townhome lot will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining and using any approved or permitted driveway to encroach or project not more than ten feet in, over, or upon any other townhome lot abutting such townhome lot or to share all or any part of any driveway jointly serving such townhome lot and any abutting townhome lot.

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, of Townhomes 3, or of Townhomes 4, 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, of Townhomes 3, or of Townhomes 4 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, of Townhomes 3, or of Townhomes 4 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.



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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 Bernadette E. Bennett  
Bernadette E. Bennett  
Its Secretary

10 Mich.

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