

DECLARATION

REGENCY 1ST ADDITION
a subdivision in Douglas County, Nebraska,
as surveyed, platted, and recorded

This DECLARATION, made March 19, 1968, by

REGENCY, INC., a Nebraska business corporation
with its registered office in Omaha, Douglas
County, Nebraska, hereafter called "Declarant",

WITNESSETH: THAT:

Whereas Declarant and others own all of certain parts of Sections
20 and 21, Township 15 North, Range 12 East of the Sixth Principal
Meridian in Douglas County, Nebraska, and have heretofore agreed,
pursuant to an Indenture executed March 19, 1968, that so much
thereof as comprises Regency 1st Addition, a subdivision in Douglas
County, Nebraska, as surveyed, platted, and recorded, hereafter
called "Regency 1", will be subject 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.

Now, therefore, in consideration of the matters herein recited
and the acceptance of this Declaration by all of such other
owners, Declarant does hereby

DECLARE as follows, to-wit:

I. Involved Property: All real property involved in this Declara-
tion, hereafter called "involved property", is and will be ac-

quired, 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. Lots 1 through 133 of Regency 1 will be subjected to this Declaration.

b. Declarant will retain the right at any time or from time to time through December 31, 1998, to subject additional real property owned by it in Douglas County, Nebraska, and comprised of one or more subdivisions or units suitable for individual private residential purposes, hereafter called "lot" or "lots", 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 Homes 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, 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 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 private residential character of Regency 1.

2. Covenants: 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. Except for such lot or lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit public purposes to the extent permitted by applicable zoning regulations, no lot will be occupied or used for other than single-family residential purposes; and no lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each lot or for each part thereof of an area not less than ten thousand square feet.

b. The structure or associated structures comprising a single-family residence will consist of a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height with an enclosed private garage equipped with an automatic or remote control device for operation of its door or doors and with or without attached breezeways and other outbuildings, including separate servant quarters, appropriate, convenient, or necessary for residential purposes.

c. No single-family residence will be altered, built, constructed, or otherwise maintained on any lot 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 boundary lines, including, for Lots 66 through 134, not less than fifteen feet of

side yard width or any lesser width approved by Association, quality of construction, size, and suitability for residential purposes of such single-family residence, and no exterior air conditioning equipment, antenna, ditch, fence, flag pole, pool, tennis court, wall, or other structure or associated structures and no trees or other substantial landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any lot without such approval by Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for residential purposes.

d. After commencement thereof all approved or permitted construction on any lot will be as diligently as practicable prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any lot in uncompleted or unfinished condition for more than eighteen months.

e. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

f. No driveway will be constructed or maintained on any lot and connected to or with an adjoining public street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by a con-

struction 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 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 no such driveway will be so 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.

g. 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 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.

h. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any lot, other than in a location out of public view or more than twenty feet to the rear of the front line of a single-family residence, without an express written Approval executed by Association through its Architectural Control Committee in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended; and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, other than in a location out of public view.

i. No advertising sign, or other poster other than a sign of an area of not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot.

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

k. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck, or other vehicle will be repaired, torn down, or stored on any lot, other than in an enclosed structure.

l. 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.

m. No commercial enterprise or gainful public business, occupation, or profession, 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.

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 landscape purposes, non-access to Pacific Street, utility conduits, connections, maintenance, and services, hereafter called "easements":

a. 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 rear boundary line of each lot other than Lots 1 and 37 through 46 and abutting the side boundary lines of each lot other than the southerly side boundary line of Lot 1 of five feet in width or, for such lines of Lots 46, 47, 114 through 123, and 146 not shared with any other 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 each lot will terminate if no such facility is installed therein on or before December 31, 1973, 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.

b. Association and its assigns and successors will have an easement as to each of Lots 1 and 37 through 46 for purposes of prohibiting and completely restricting all means of egress, ingress, or other access by driveway, road, street, walk, or other means of connection between each of such lots and abutting right of way for Pacific Street.

c. Association and its assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, installing, maintaining,

planting, or renewing shrubs, trees, or other decorative or landscaping vegetation in, over, and upon a strip abutting the southerly side boundary line of Lot 1 and abutting the rear boundary line of each of Lots 37 through 46 of twenty feet in width and, further, for additional purposes of prohibiting any use thereof inconsistent with a landscaped buffer or screen between each of such lots and abutting right of way for Pacific Street; but the easement for each such strip in each such lot will terminate on December 31, 1978.

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 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 sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety, and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, boat docks, golf courses, lakes, parks, swimming-pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, by providing weed and other actual or potential nuisance abatement or control, security service, and other community services, by exercising architectural control and 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 operations; by delegating by

contract or otherwise to any other Nebraska nonprofit corporation, general responsibility for administration and executive management of its affairs, and by undertaking any one or more other 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 such lot or lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit or public purposes to the extent permitted by applicable zoning regulations, every lot will be automatically included in membership in Association as a benefit or burden running with and charge upon the ownership of each such lot; and the owners of any other lots 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 in membership in Association as a benefit or burden running with and charge upon the ownership of such lot.

c. Dues or other charges for each lot included in membership 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 in favor of Association; but no such lien upon any such lot will at any time be superior to any earlier or later

contract or otherwise to any other Nebraska nonprofit corporation
general responsibility for administration and executive manage-
ment of its affairs, and by undertaking any one or more other
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 mas-
tual non-profitable interests of its members for which a corpora-
tion may be organized under the Nebraska Nonprofit Corporation
Act, as amended.

b. Except for such lot or lots or part thereof as may from
time to time be occupied or used for educational, recreational,
religious, or other nonprofit or public purposes to the extent
permitted by applicable zoning regulations, every lot will be
automatically included in membership in Association as a benefit
or burden running with and charge upon the ownership of each such
lot; and the owners of any other lots 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 in membership in Association as a benefit or burden
running with and charge upon the ownership of such lot.

c. Dues or other charges for each lot included in membership
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 in favor of Association; but no such lien upon
any such lot will at any time be superior to any earlier or later

established lien upon such lot for security for a home improvement or purchase money loan or the unpaid balance of a purchase contract for such lot.

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 included in membership and appertain to and be coterminous with the duration of the interest of each such contract purchaser or owner and also extend to all persons accepted for membership for a period or from period to period; but each member will be and remain personally liable to Association until abatement or payment for all dues or other charges fixed by it at any time or from time to time throughout the duration of such interest or membership.

e. Association will have the right in the manner set out in its Articles of Association or its By-Laws, as from time to time amended, to divide the membership into classes, to deny or limit voting rights of members in 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 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 of any covenant or any easement granted to it 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 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 avbiding undue hardship to waive partly or wholly the application to any lot 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 the 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, Declarant has executed this Declaration at Omaha, Douglas County, Nebraska.

REGENCY, INC.

By R. S. Salyards
R. S. Salyards,
Its Vice President



U. F. Evans
U. F. Evans,
The Secretary

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for said county, personally appeared R. S. Salyards, Vice President of Regency, 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, as such officer 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.

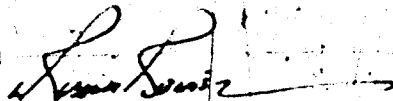
WITNESS my hand and Notarial Seal on March 19, 1968.



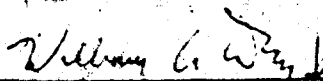
M. C. Summitt
Notary Public

The undersigned, being all of the owners other than Regency, Inc. referred to therein, hereby accept and agree to the foregoing Declaration.

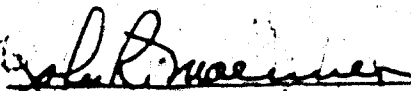
DATED at Omaha, Douglas County, Nebraska, on March 19, 1968.




W. Russell Bowie, Jr.



William A. Day, Jr.



John R. Maenner



Robert L. Mierendorf



Louis R. Seybold

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Supplementary

DECLARATION

REGENCY TOWNHOMES 2nd 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 May 22, 1972, 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 2nd Addition, hereafter
called "Townhomes 2", 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

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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 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 2, for extension of the conditions and other terms set out in said Declaration executed July 30, 1971, to additional real property; 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 Sub-

Townhomes 2, hereafter called "common ground", and Lots 155-G1 through G14 and 155-H1 through H15 of Townhomes 2, 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 conditions and other terms of Paragraph 2b through 2c of said Declaration executed July 30, 1971, hereafter called "covenants".

*3. Easements: The involved property is and will be perpetually, unless any thereof is terminated, 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 3e of said Declaration executed July 30, 1971, hereafter called "easements".

4. Homes Association: Except for the common ground, the involved property is and will be through December 31, 1998, or

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 or of Townhomes 2 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 member of the Association.

townhome lot of Townhomes 1 or of Townhomes 2 as fixed by it in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended.

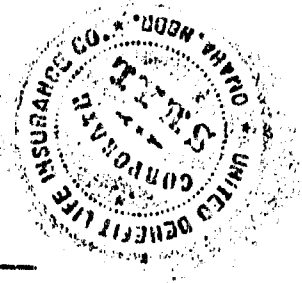
b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

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

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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 Frank P. Hannan, Vice President of United Benefit Life Insurance Company, a Nebraska insurance 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 as such officer and the voluntary act and deed of said corporation, and declared its corporate seal to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal on May 22, 1972.

 BETTY WENSTRAHL
GENERAL NOTARY, State of Neb.
My Commission Expires
March 4, 1976

Betty Wenstrahl
Notary Public

A C C E P T A N C E

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

DATED at Omaha, Douglas County, Nebraska, this 22nd day of May, 1972.

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BOOK 510 PAGE 215

Attest:

By R. S. Salyards
R. S. Salyards,
Its Assistant Secretary

REGENCY TOWNHOMES ASSOCIATION

By Robert D. Shreve
Robert D. Shreve,
Its President

Attest:

By Laverne C. Brown
Laverne C. Brown,
Its Secretary

6/13/58

R

RECEIVED

MAY 24 1958

THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
REGISTERED

Entered in Numerical Index and filed
for record in the office of the Registrar of
Deeds of said County and recorded in

Book 510 of Deeds
Page 209

C. Harold Carter

Registrar of Deeds

By _____ Deputy

MAIL _____

N 77-1207 C.F.N. 28
Compared _____ Fee 2.75

Case 1 - 30
How A Day
225 Form 1
San Diego, Cal.

STARTS ON Pg 365.

AMENDMENT TO SUPPLEMENTARY DECL

BOOK 565 PAGE 366

DATED 5/24/76

FILED 5/26/76

"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 or will be occupied and used subject to all and each of the conditions and other terms set out in this Supplementary Declaration; and the following does and will constitute the involved property so subjected to this Supplementary Declaration:

a. Lots 155-A3 and A4 exclusive of those parcels comprised of a first westerly .030 acre thereof abutting Lot 155-G3, a second westerly .030 acre thereof abutting Lot 155-G4, a third westerly .001 acre thereof abutting Lot 155-G7, a fourth northwesterly .007 acre thereof abutting Lots 155-G7 and G8, and a fifth northwesterly .027 acre there abutting Lot 155-G8 but inclusive of those parcels comprised of a first westerly .033 acre of Lot 155-G7 and a second northerly .001 acre of Lot 155-G8 of Townhomes 2, hereafter called "common ground", 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; and such excepted parts of Lot 155-A4 and included parts of Lots 155-G7 and G8 of Townhomes 2 are and will be those parcels therein 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:

First Westerly .030 Acre (abutting Lot 155-G3):

Beginning at the northwesterly corner of Lot 155-G3 of Townhomes 2, Thence Southerly along the westerly line of Lot 155-G3 of Townhomes 2 a distance of 47.00 feet to the southwesterly corner of Lot 155-G3 of Townhomes 2 and a point on the northerly line of Lot 155-G2 of Townhomes 2, Thence Westerly along the northerly line of Lot 155-G2 of Townhomes 2 a distance of 17.99 feet to the northwesterly corner of Lot 155-G2 of Townhomes 2, Thence Northerly along a line 17.99 feet westerly of and parallel to the westerly line of Lot 155-G3 of Townhomes 2 a distance of 47.00 feet; and Thence Easterly along a line 47.00 feet northerly of and parallel to the northerly line of Lot 155-G2 of Townhomes 2 a distance of 17.99 feet to the point of beginning;

Second Westerly .030 Acre (abutting Lot 155-G4):

Beginning at the northwesterly corner of Lot 155-G4 of Townhomes 2, Thence Southerly along the westerly line of Lot 155-G4 of Townhomes 2 a distance of 47.00 feet to the southwesterly corner of Lot 155-G4 of Townhomes 2, Thence Westerly along an extension of the southerly line of Lot 155-G4 of Townhomes 2 a distance of 17.99 feet, Thence Northerly along a line 17.99 feet westerly of and parallel to the westerly line of Lot 155-G4 of Townhomes 2 a distance of 47.00 feet;

of Lot 155-G7 of Townhomes 2 a distance of 24.58 feet, and thence North 73°06'02" West along the southwesterly line of Lot 155-G7 of Townhomes 2 a distance of 26.22 feet to the point of beginning,
 Thence North 73°06'02" West along the southwesterly line of Lot 155-G7 of Townhomes 2 a distance of 8.09 feet to the westerlymost corner of Lot 155-G7 of Townhomes 2,
 Thence North 05°52'00" East along the westerly line of Lot 155-G7 of Townhomes 2 a distance of 13.02 feet, and
 Thence South 22°43'09" East a distance of 16.59 feet to the point of beginning;

Fourth Northwesterly .007 Acre (abutting Lots 155-G7 and G8):

Commencing at the southeasterly corner of Lot 155-G8 of Townhomes 2, thence North 05°52'58" East along the easterly line of Lot 155-G8 of Townhomes 2 a distance of 54.00 feet, thence North 22°43'09" West along the northeasterly line of Lot 155-G8 of Townhomes 2 a distance of 82.47 feet, and thence South 67°16'51" West along the northwesterly line of Lot 155-G8 of Townhomes 2 a distance of 13.38 feet to the point of beginning,
 Thence South 67°16'15" West along the northwesterly line of Lots 155-G8 and G7 of Townhomes 2 a distance of 37.33 feet,
 Thence North 05°52'58" East a distance of 17.87 feet, and
 Thence South 84°07'02" East a distance of 32.77 feet to the point of beginning;

Fifth Northwesterly .027 Acre (abutting Lot 155-G8):

Commencing at the southeasterly corner of Lot 155-G8 of Townhomes 2 and thence North 05°52'58" East along the easterly line of Lot 155-G8 of Townhomes 2 a distance of 54.99 feet to the point of beginning,
 Thence North 22°43'09" West along the northeasterly line of Lot 155-G8 of Townhomes 2 a distance of 75.17 feet,
 Thence South 84°07'02" East a distance of 35.99 feet, and
 Thence South 05°02'58" West a distance of 66.00 feet to the point of beginning;

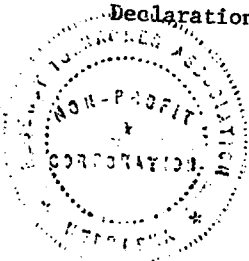
First Westerly .033 Acre (from Lot 155-G7):

Commencing at the southerly most corner of Lot 155-G7 of Townhomes 2, thence North 45°18'14" West along the southwesterly line of Lot 155-G7 of Townhomes 2 a distance of 24.58 feet, thence North 73°06'02" West along the southwesterly line of Lot 155-G7 of Townhomes 2 a distance of 26.22 feet, and thence North 22°43'09" West along the westerly line of Lot 155-G7 of Townhomes 2 a distance of 16.59 feet to the point of beginning,
 Thence North 22°43'09" West along the westerly line of Lot 155-G7 of Townhomes 2 a distance of 72.06 feet to the northwesterly corner of Lot 155-G7 of Townhomes 2,
 Thence North 67°16'51" East along the northwesterly line of Lot

Thence North 84°07'02" West a distance of 15.24 feet to a point on the northwesterly line of Lot 155-G8 of Townhomes 2, Thence North 67°16'51" East along the northwesterly line of Lot 155-G8 of Townhomes 2 a distance of 13.38 feet to the northeasterly corner of Lot 155-G8 of Townhomes 2, Thence South 22°43'09" East along the northeasterly line of Lot 155-G8 of Townhomes 2 a distance of 7.30 feet to the point of beginning.

b. Lots 155-G1, G2, G3 inclusive of said first westerly .030 acre of Lot 155-A4, G4 inclusive of said second westerly .030 acre of Lot 155-A4, G5, G6, G7 exclusive of said first westerly .033 acre thereof and inclusive of said third westerly .001 acre of Lot 155-A4, G8 exclusive of said second northerly .001 acre thereof and inclusive of said fourth northwesterly .007 acre of Lot 155-A4 and also of said fifth northwesterly .027 acre of Lot 155-A4, and G9 through G14 and 155-H1 through H15 of Townhomes 2, 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."

IN WITNESS WHEREOF, Association has executed this Amendment to Supplementary Declaration at Omaha, Douglas County, Nebraska.



REGENCY TOWNHOMES ASSOCIATION

BY Robert D. Shreve
Robert D. Shreve, Its President

Attest:

BY LaVerne C. Brown
LaVerne C. Brown, Its Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally appeared Robert D. Shreve, President of Regency Townhomes Association, a Nebraska nonprofit 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 as such officer and the voluntary act and deed of said corporation, and declared that the foregoing instrument was the act and

4

ACCEPTANCE

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

DATED at Omaha, Douglas County, Nebraska, on May 24, 1976.



REGENCY HOMES ASSOCIATION

[Handwritten signature]

Stephen G. Olson,
Its President

Attest:

By *[Handwritten signature]*
William A. Day, Jr.
Its Assistant Secretary

4
[Handwritten initials]

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G. HAROLD OSTER
REGISTER OF DEEDS
COUNTY OF DOUGLAS
STATE OF NEBRASKA

[Handwritten notes]
Page 365 of 365

[Handwritten signature]
G. Harold Oster

Register of Deeds

By _____ Deputy
MAIL _____
N 79-120A G.P.M.-P.G.
Compared _____ Fee 22.75

Please return to

William A. Day, Jr.
225 Farmville Blvd.
Omaha, Nebraska 68102

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GEORGE J. BUCKLEZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA

Amendment and Extension
of
DECLARATION and SUPPLEMENTARY DECLARATIONS

78-307 ^D Lots 155-A1 and A2, Lots 155-B1 through B6, and
Lots 155-C1 through C16, REGENCY TOWNHOMES 1st ADDITION; 51-32693
18-323 Lots 155-A3 and A4, Lots 155-B1 through B14, and Lots 155-H1 through H15,
REGENCY TOWNHOMES 2nd ADDITION; 51-32694
78-357 Lot 155-A5, Lots 155-D1 through D6, Lots 155-E1 through E10, and
Lot 155-F1 through F4, REGENCY TOWNHOMES 3rd ADDITION; and 51-32695
78-345 Lot 155-A6 and Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION.
51-32696

This AMENDMENT and EXTENSION of DECLARATION and SUPPLEMENTARY DECLARATIONS
made September 29, 1968, by

REGENCY TOWNHOMES ASSOCIATION, a Nebraska non-profit corporation with its
registered offices 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 155-A1 and A2, Lots 155-B1 through B6,
and Lots 155-C1 through C16, Regency Townhomes 1st Addition, Lot 155-A3, Lot
155-A4 exclusive of the first westerly .030 acre thereof, the second westerly
.030 acre thereof, the third westerly .001 acre thereof, the fourth
northwesterly .007 acre thereof, and the fifth northwesterly .027 acre thereof
and inclusive of the first westerly .033 acre of Lot 155-G7 and the second
northerly .001 acre of Lot 155-G8, Lots 155-G1 and G2, Lot 155-G3 inclusive of
the first westerly .030 acre of Lot 155-A4, Lot 155-G4 inclusive of the second
westerly .030 acre of Lot 155-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of
the first westerly .033 acre thereof and inclusive of the second westerly .001
acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre
thereof and inclusive of the fourth northwesterly .007 acre and of the fifth
northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots
155-H1 through H15, Regency Townhomes 2nd Addition, Lot 155-A5, Lots 155-D1
through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency
Townhomes 3rd Addition, and Lot 155-A6 and Lots 155-J1 through J20, Regency
Townhomes 4th Addition, formerly subdivision in and now additions to City of
Omaha, Douglas county, Nebraska, as surveyed, platted, and recorded, hereafter
called, respectively, "Regency Townhomes 1", "Regency Townhomes 2", "Regency
Townhomes 3", and "Regency Townhomes 4", would be subject to conditions and
other terms appropriate, convenient or necessary to preserve and promote its
clustered private residential character, inclusive of membership in Declarant,

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EX 864 78-307 C/O FEE 68.50
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is conformity to and coordination with the general scheme of development and use intended in said unrecorded indenture throughout the period to be ended after December 31, 1980, or such later date as might be fixed through formal corporate action of Declarant;

Whereas, said Regency, Inc., has heretofore provided, pursuant to said unrecorded indenture and pursuant to a certain Declaration executed July 30, 1971, and 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 1 for the creation and imposition thereon of certain conditions and other terms set out in said Declaration, for the inclusion of Lots 155-B1 through B6 and Lots 155-C1 through C16 thereof in membership in Regency Homes Association, a Nebraska non-profit corporation hereafter called "Homes Association," and also in membership in Declarant, and for the extension of such conditions and other terms to additional real property; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, 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, as modified by a certain Amendment to Supplementary Declaration executed May 24, 1976, by Declarant, accepted by said Homes Association and also accepted by a certain Adoption and Ratification of Amendment to Supplementary Declaration executed May 26, 1976, by said United and recorded, respectively, at Pages 365 through 369 and at Pages 729 and 730 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 2 for the creation and imposition and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration and for the inclusion of Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 154-A4, Lot 155-G4 inclusive of the second .030 acre of Lot 154-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the second westerly .001 acre of Lot 154-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 154-A4, Lots 155-G9 through G14, and Lots 155-H1 through H15 thereof in membership in said Homes Association and also in membership in Declarant; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships as so modified;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, 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 Douglas County, Nebraska, as to Regency Townhomes 3, for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration and for the inclusion of Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4 thereof in membership in said Homes Association and also in membership in Declarant; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships.

BOOK 864 and 104

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration and to a certain Supplementary Declaration executed June 13, 1977, and recorded at Pages 353 through 366 of Book 583 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 4 for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration and for the inclusion of Lots 155-J1 through J20 thereof in membership in said Homes Association and also in membership in Declarant; and both said Homes Association and Declarant have heretofore accepted such respective inclusions in their respective memberships; and

Whereas, said Homes Association has heretofore provided upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, pursuant to Paragraph 4 of said Declaration executed October 24, 1976, to Paragraph 6a of a certain Declaration executed March 19, 1968, by said Regency, Inc., and recorded at Pages 103 through 115 of Book 461 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and to Paragraph 2 of a certain Amendment and Extension of Declarations and Supplementary declarations executed August 23, 1968, by said Homes Association and recorded at Pages 741 through 749 of Book 859 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the inclusion in membership in said Homes Association of Lots 155-B1 through B6 and Lots 155-C1 through C16 of Regency Townhomes 1, Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 154-A4, Lot 155-G4 inclusive of the second westerly .030 acre of Lot 154-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the second westerly .001 acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots 155-H1 through 155-H15 of Regency Townhomes 2, Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4 of Regency Townhomes 3, and Lots 155-J1 through J20 of Regency Townhomes 4 throughout this period to be ended after December 31, 2028, or such later date as might be fixed through formal corporate action of said Homes Association;

Now, Therefore, in consideration of the matters herein recited and upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, Declarant does hereby

AMEND and EXTEND said Declaration and Supplementary Declarations as follows, to-wit:

1. Respective Paragraphs 2 of each of said Declaration executed July 30, 1971, as to Regency Townhomes 1, said Supplementary Declaration executed May 22, 1972, as so modified and accepted, as to Regency Townhomes 2, said Supplementary Declaration executed October 1, 1975, as to Regency Townhomes 3, and said Supplementary Declaration executed June 13, 1977, as to Regency Townhomes 4 are and will be amended forthwith by substitution of the date, "December 31, 2028," for and in place of the date, "December 31, 1998," so as to extend throughout the period ended on or after such substituted later date the applicability to the involved property and the enforceability of the covenants.

BOOK 884 PAGE 105

2. In conformity with and recognition of such amendment and extension effectuated by said Homes Association, respective Paragraphs 4 of each of said Declaration executed July 30, 1971, as to Regency Townhomes 1, said Supplementary Declaration executed May 22, 1972, as so modified and accepted, as to Regency Townhomes 2, said Supplementary Declaration executed October 1, 1975, as to Regency Townhomes 3, and said Supplementary Declaration executed June 13, 1977, as to Regency Townhomes 4 are and will be amended as from August 23, 1988, by substitution of the date, "December 31, 2028," for and in place of the date, "December 31, 1998," so as to reflect the extension throughout the period ended on or after such substituted later date of the benefit and burden for the involved property of membership in said Homes Association.

3. Respective Paragraphs 5 of each of said Declaration executed July 30, 1971, as to Regency Townhomes 1, said Supplementary Declaration executed May 22, 1972, as so modified and accepted, as to Regency Townhomes 2, said Supplementary Declaration executed October 1, 1975, as to Regency Townhomes 3, and said Supplementary Declaration executed June 13, 1977, as to Regency Townhomes 4 are and will be amended forthwith by substitution of the date "December 31, 2028," for and in the place of the date, "December 31, 1998," so as to extend throughout the period ended on or after such substituted later date the benefit and burden for the involved property of membership in Declarant.

IN WITNESS WHEREOF, Declarant has executed this Amendment and Extension of Declaration and Supplementary Declarations at Omaha, Douglas County, Nebraska.

REGENCY TOWNHOMES ASSOCIATION

By Ernestine J. Bergquist
Ernestine J. Bergquist
Its President

Attest:

By Robert D. Shreve
Robert D. Shreve
Its Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County, personally appeared Ernestine J. Bergquist, President of Regency Townhomes Association, a Nebraska non-profit 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 as such officer and the voluntary act and deed

BOOK 864 PAGE 106

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 September 29, 1968.



Richard R. Ricketts

Notary Public

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Regency Townhomes Association

TAB 11A

AMENDMENT OF DECLARATION AND SUPPLEMENTARY DECLARATIONS

Item

Page

Paragraph 1: [Covenant Addition]

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 REGISTERED
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Return: Maenner Real Estate
 10535 Pacific St.
 Omaha, NE 68114

Amendment and Extension

of

DECLARATION AND SUPPLEMENTARY DECLARATIONS

Lots 155-A1 and A2, Lots 155-B1 through B6, and
Lots 155-C1 through C16, REGENCY TOWNHOMES 1st ADDITION;
Lots 155-A3 and A4, Lots 155-G1 through G14, and Lots 155-H1 through H15,**
Lot 155-A5, Lots 155-D1 through D6, Lots 155-E1 through E10; and
Lots 155-F1 through F4, REGENCY TOWNHOMES 3rd ADDITION; and
Lot 155-A6 and Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION.

*REGENCY TOWNHOMES 2nd ADDITION

This AMENDMENT of DECLARATION AND SUPPLEMENTARY DECLARATIONS
made April 26, 1995 by

REGENCY TOWNHOMES ASSOCIATION, a Nebraska non-profit corporation with its
registered offices 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 155-A1 and A2, Lots 155-B1 through B6,
and Lots 155-C1 through C16, Regency Townhomes 1st Addition, Lot 155-A3, Lot
155-A4 exclusive of the first westerly .030 acre thereof, the second westerly
.030 acre thereof, the third westerly .001 acre thereof, the fourth
northwesterly .007 acre thereof, and the fifth northwesterly .027 acre thereof

and inclusive of the first westerly .033 acre of Lot 155-G7 and the second northerly .001 acre of Lot 155-G8. Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 155-A4, Lot 155-G4 inclusive of the second westerly .030 acre of Lot 155-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the second westerly .001 acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots 155-H1 through H15, Regency Townhomes 2nd Addition, Lot 155-A5, Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency Townhomes 3rd Addition, and Lot 155-A6 and Lots 155-J1 through J20, Regency Townhomes 4th Addition, formerly subdivision in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency Townhomes 1", "Regency Townhomes 2", "Regency Townhomes 3", and "Regency Townhomes 4", 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 unrecorded Indenture throughout the period to be ended after December 31, 1998, or such later date as might be fixed through formal corporate action of Declarant;

Whereas, said Regency, Inc., has heretofore provided, pursuant to said unrecorded Indenture and pursuant to a certain Declaration executed July 30th, 1971, and 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 I for the creation and imposition thereon of certain conditions and other terms set out in said Declaration and for the extension of such conditions and other terms to additional real property;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, 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, as modified by a certain Amendment to Supplementary Declaration executed May 24, 1976, by Declarant, accepted by said Homes Associations and also accepted by a certain Adoption and Ratification of Amendment to

Supplementary Declaration executed May 28, 1976, by said United and recorded, respectively, at Pages 365 through 369 and at Pages 729 and 730 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 2 for creation and imposition and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, 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 Douglas County, Nebraska, as to Regency Townhomes 3, for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration;

Whereas, said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration and to a certain Supplementary Declaration executed June 13, 1977, and recorded at Pages 353 through 360 of Book 583 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency Townhomes 4 for the creation and imposition thereon and extension thereto of certain conditions and other terms set out in said Declaration and in said Supplementary Declaration; and

Whereas, Declarant has heretofore provided upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, pursuant to respective Paragraphs 7a of said Declaration and of each said Supplementary Declaration executed May 22, 1972, said Supplementary Declaration executed October 1, 1975, and said Supplementary Declaration executed June 13, 1977, and pursuant to Paragraph 1 of a certain Amendment and Extension of Declaration and Supplementary Declaration executed June 13, 1977 and pursuant to Paragraph 1 of a certain Amendment and Extension of Declaration and Supplementary Declarations executed September 29, 1988 and recorded at Pages 102 through 106 of Book 864 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for extension throughout the period ended on or after December 31, 2028, of applicability of said conditions and other terms set out in said Declaration and in said Supplementary Declarations;

Now, Therefore, in consideration of the matters herein recited and upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, Declarant does hereby

AMEND and EXTEND said Declaration and Supplementary Declarations as follows, to-wit:

Respective Paragraphs 2 of each of said Declaration executed July 30, 1971, as to Regency Townhomes 1, said Supplementary Declaration executed May 22, 1972, as so modified and accepted, as to Regency Townhomes 2, said Supplementary Declaration executed October 1, 1975, as to Regency Townhomes 3, and said Supplementary Declaration executed June 13, 1977, as to Regency Townhomes 4, all as so amended and extended, are and will be amended forthwith by addition thereto and inclusion therein of the following new subparagraph 2p immediately after present subparagraph 2o:

"p. No lessee, renter, tenant, or other person providing consideration for such occupancy or use will be permitted hereafter to occupy or use will be permitted hereafter to occupy or use for commercial, residential, or any other purpose or purposes all or any part or parts of any townhome lot not so presently occupied or used; and no such person will be permitted, from and after the transfer of any presently so occupied or used townhome lot from its present contract purchaser or purchasers or owner or owners to any immediate successor contract purchaser or purchasers or owner or owners, thereafter so to occupy or use for any such purpose or purposes all or any part or parts of any such townhome lot."

Amendment and Extension
of
DECLARATIONS and SUPPLEMENTARY DECLARATIONS

Lots 1 through 153 and Southwesterly 4 Acres of Lot 154, REGENCY 1st ADDITION;
 Lots 164 through 227, REGENCY 3rd ADDITION;
 Lots 232 through 300, REGENCY 4th ADDITION;
 Lots 301 through 329, REGENCY 5th ADDITION;
 Lots 330 through 333, Parts of Lots 334 and 335, and
 Lots 336 through 371, REGENCY 6th ADDITION;
 Lots 155-B1 through B6 and Lots 155-C1 through C16,
 REGENCY TOWNHOMES 1st ADDITION;
 Parts of Lot 155-A4, Lots 155-G1 through G6,
 Parts of Lots 155-G7 and G8, Lots 155-G9 through G14,
 and Lots 155-H1 through H15,
 REGENCY TOWNHOMES 2nd ADDITION;
 Lots 155-D1 through D6, Lots 155-E1 through E10,
 and Lots 155-F1 through F4,
 REGENCY TOWNHOMES 3rd ADDITION;
 Lots 155-J1 through J20, REGENCY TOWNHOMES 4th ADDITION; and
 Lots 372 through 415, REGENCY 6th ADDITION.

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 GEORGE J. BUBLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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This AMENDMENT and EXTENSION of DECLARATIONS and SUPPLEMENTARY DECLARATIONS
 made August 23, 1988, by

REGENCY HOMES ASSOCIATION, a Nebraska nonprofit 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 1 through 153 and the Southwesterly 4

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Acres of Lot 154, Regency 1st Addition, Lots 164 through 227, Regency 3rd Addition, Lots 232 through 300, Regency 4th Addition, Lots 301 through 329, Regency 5th Addition, and Lots 330 through 333, parts of Lots 334 and 335, and Lots 336 through 371, Regency 6th Addition, formerly subdivisions in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency 1", "Regency 3", "Regency 4", "Regency 5", and "Regency 6", would be subject to conditions and other terms appropriate, convenient, or necessary to preserve and promote their private residential character, inclusive of membership in Declarant, in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1998, or such other date as might be fixed through formal corporate action of Declarant, and also have heretofore agreed, pursuant to said unrecorded Indenture, that so much thereof as comprises Lots 155-B1 through B6 and Lots 155-C1 through C16, Regency Townhomes 1st Addition, Lots 155-G1 and G2, Lot 155-G3 inclusive of the first westerly .030 acre of Lot 155-A4, Lot 155-G4 inclusive of the second westerly .030 acre of Lot 155-A4, Lots 155-G5 and G6, Lot 155-G7 exclusive of the first westerly .033 acre thereof and inclusive of the third westerly .001 acre of Lot 155-A4, Lot 155-G8 exclusive of the second northerly .001 acre thereof and inclusive of the fourth northwesterly .007 acre and of the fifth northwesterly .027 acre of Lot 155-A4, Lots 155-G9 through G14, and Lots 155-H1 through H15, Regency Townhomes 2nd Addition, Lots 155-D1 through D6, Lots 155-E1 through E10, and Lots 155-F1 through F4, Regency Townhomes 3rd Addition, Lots 155-J1 through J20, Regency Townhomes 4th Addition, and Lots 372 through 415, Regency 6th Addition, formerly subdivisions in and now additions to City of Omaha, Douglas County, Nebraska, as surveyed, platted, and recorded, hereafter called, respectively, "Regency Townhomes 1", "Regency Townhomes 2", " Regency

Townhomes 3", "Regency Townhomes 4", and "Regency Townhomes II", would be subject to conditions and other terms appropriate, convenient, or necessary to preserve and promote their clustered private residential character, inclusive of membership in Declarant, in conformity to and coordination with the general scheme of development and use expressed in said unrecorded Indenture throughout the period to be ended after December 31, 1998, or such other date as might be fixed through formal corporate action of Declarant;

Whereas said Regency, Inc. and such others have heretofore provided, pursuant to said unrecorded Indenture and to a certain Declaration executed May 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, except for said Southwesterly 4 Acres of Lot 154 in Regency 1, for the creation and imposition thereon of certain conditions and other terms set out in said Declaration, for the inclusion thereof in membership in Declarant, and for the extension of such conditions and other terms to additional real property; and Declarant has heretofore accepted such inclusion in its membership;

Whereas said Regency, Inc. has heretofore provided, pursuant to said unrecorded 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 3 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and 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, as modified by 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 said Lots 330 through 333, parts of Lots 334 and 335, and Lots 336 through 371 in Regency 6 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas Karen A. Theisen and William M. Theisen, wife and husband of Omaha, Douglas County, Nebraska, have heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, to a certain Supplementary Declaration executed May 3, 1982, and recorded at Pages 282 through 286 of Book 670 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and to a certain Ratification of Supplementary Declaration executed July 8, 1987, and recorded at Pages 330 through 335 of Book 822 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the extension of the conditions and other terms of said Declaration to said Southwesterly 4 Acres of Lot 154 in Regency 1 and for the inclusion thereof in membership in Declarant; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of a certain Declaration executed July 30, 1971, and recorded at Pages 7 through 21 of Book 502 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of Regency Townhomes 1; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that 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, as modified by a certain Amendment to Supplementary Declaration executed May 24, 1976, by Regency Townhomes Association, a Nebraska nonprofit corporation with its registered office in Omaha, Douglas County, Nebraska, accepted by Declarant and also accepted by a certain Adoption and Ratification of Amendment to Supplementary Declaration executed May 28, 1976, by said United and recorded, respectively, at Pages 365 through 369 and at Pages 729 and 730 of Book 565 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of Regency Townhomes 2; and Declarant has heretofore accepted such additional inclusion in its membership as so modified;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that 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, for the inclusion in membership in Declarant of

Regency Townhomes 3; and Declarant has heretofore accepted such additional inclusion in its membership;

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture, to said Declaration, and to Paragraphs 1, 4, and 7 of that certain Supplementary Declaration executed June 13, 1977, and recorded at Pages 353 through 360 of Book 583 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, for the inclusion in membership in Declarant of Regency Townhomes 4; and Declarant has heretofore accepted such additional inclusion in its membership; and

Whereas said United has heretofore provided, pursuant to said unrecorded Indenture to said Declaration, and to Paragraphs 1, 4, and 7 of that 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, for the inclusion in membership in Declarant of Regency Townhomes II; and Declarant has heretofore accepted such additional inclusion in its membership;

Now, Therefore, in consideration of the matters herein recited and upon due exercise of its corporate authority and power in the manner set out in its Articles of Incorporation and its By-Laws, as amended, Declarant does hereby

AMEND and EXTEND said Declarations and said Supplementary Declarations as follows, to-wit:

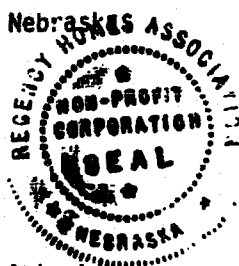
1. Respective Paragraphs 2 of each of said Declaration executed March 19, 1968, as to Regency 1, except for said Southwesterly 4 Acres of Lot 154 in

Regency 1, said Supplementary Declaration executed April 28, 1971, as to Regency 3, said Supplementary Declaration executed March 21, 1973, as to said Lots 232 through 274 in Regency 4, said Supplementary Declaration executed July 19, 1973, as to said Lots 275 through 300 in Regency 4, said Supplementary Declaration executed May 21, 1976, as to Regency 5, said Supplementary Declaration executed October 24, 1978, as to said Lots 330 through 371 in Regency 6, and said Supplementary Declaration executed May 3, 1982, and said Ratification of Supplementary Declaration executed July 8, 1987, as to said Southwesterly 4 Acres of Lot 154, in Regency are and will be amended forthwith by substitution of the date, "December 31, 2028", for and in the place of the date, "December 31, 1998", so as to extend throughout the period ended on or after such substituted later date the applicability to the involved property and the enforceability of the covenants.

2. Respective Paragraphs 4 of each of said Declaration executed May 19, 1968, as to Regency 1, except for said Southwesterly 4 Acres of Lot 154 in Regency 1, said Supplementary Declaration executed April 28, 1971, as to Regency 3, said Supplementary Declaration executed March 21, 1973, as to said Lots 232 through 274 in Regency 4, said Supplementary Declaration executed July 19, 1973, as to said Lots 275 through 300 in Regency 4, said Supplementary Declaration executed May 21, 1976, as to Regency 5, said Supplementary Declaration executed October 24, 1978, as to said Lots 300 through 371 in Regency 6, said Supplementary Declaration executed May 3, 1982, and said Ratification of Supplementary Declaration executed July 8, 1987, as to said Southwesterly 4 Acres of Lot 154 in Regency 1, said Declaration executed July 30, 1971, as to Townhomes 1, said Supplementary Declaration executed May 22, 1972, as to Townhomes 2, said Supplementary Declaration executed October 1, 1978, as to Townhomes 3, said Supplementary Declaration

executed June 13, 1977, as to Townhomes 4, and said Declaration executed October 24, 1978, as to Townhomes II, are and will be amended forthwith by substitution of the date, "December 31, 2028", for and in the place of the date, "December 31, 1998", so as to extend throughout the period ended on or after such substituted later date the benefit and burden for the involved property of membership in Declarant.

IN WITNESS WHEREOF, Declarant has executed this Amendment and Extension of Declarations and Supplementary Declarations at Omaha, Douglas County,



REGENCY HOMES ASSOCIATION

BY Howard H. Moldenhauer
Howard H. Moldenhauer
Its President

Attest:

BY Judy Ann Simmons
Judy Ann Simmons,
Its Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally appeared Howard H. Moldenhauer, President of Regency Homes Association, a Nebraska nonprofit 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 as such officer 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 August 23, 1988.

Cynthia L. Zabrowski
Notary Public

