

Third Amendment

To

DECLARATION

Lots 392 through 415 and Lot 416, Regency 6<sup>th</sup> Addition

REGENCY 6<sup>th</sup> ADDITION

This THIRD AMENDMENT TO DECLARATION, made December 2, 2002, by

REGENCY TOWNHOMES II 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 372 through 416, Regency 6<sup>th</sup> Addition, formerly a subdivision in and now an addition to City of Omaha, Douglas County, Nebraska, hereafter called "Regency 6", 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, in conformity to and coordination with the general scheme of development and use expressed in said Indenture;

Whereas United has heretofore provided, pursuant to said unrecorded Indenture and to a certain Declaration executed October 24, 1978, and recorded at pages 392 through 400 of Book 609 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, as to Regency 6 for the creation and imposition thereon of certain conditions and other terms set out in said Declaration and for the inclusion of Lots 372 through 415 thereof in membership in

Regency Homes Association, a Nebraska non-profit corporation hereafter called "Homes Association", and also in membership in Declarant; and both Declarant and Homes Association have heretofore accepted such respective inclusions in their respective membership;

Whereas both Declarant and Homes Association have heretofore provided upon due exercise of their respective corporate authority and power in the manner set out in their respective Articles of Incorporation and their respective By-Laws, as amended, pursuant respectively to Paragraph 7a to Paragraph 4 of said Declaration executed October 24, 1978, and 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 further respectively to paragraphs 1 and 3 of a certain Amendment and Extension of Declaration executed September 23, 1988, by Declarant and recorded at pages 107 through 109 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, 1988, 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 extension of the applicability to Lots 372 through 415 of Regency 6 and enforceability of such conditions and other terms set out in said Declaration executed October 24, 1978, throughout the period to be ended after December 31, 2028, or such later date as might be fixed through formal corporate action of Declarant and for extension of the inclusion in membership respectively in Declarant and in said Homes Association of Lots 372 through 415 of Regency 6<sup>th</sup> Addition throughout the period to be ended after December 31, 2028, or such later date as might be fixed through respective formal corporate action of Declarant or of said Homes Association;

Whereas said United has heretofore provided pursuant to said indenture and to Paragraph 7a of said Declaration executed October 24, 1978, for modification by Declarant of said Declarant; and

Whereas Declarant has, by reason of the redvlsion of Lots 398 through 413 of Regency 6 into twelve tracts comprising a common development, determined to make such a modification of said Declaration executed October 24, 1978;

Whereas Declarant has filed a Second Amendment to Declaration dated June 27, 1990 file with the Register of Deeds of Douglas County Nebraska on July 23, 1990 at Book 931 Page 689 of the Records of the Register of Deeds Office to set forth the legal description of all lots subjected to the Declaration.

Now, Therefore, in consideration of the matters herein recited, upon due exercise by Declarant of its corporate authority and power in the matter set out in these Articles of Incorporation and its By-Laws, and the acceptance of this Third Amendment to Declaration by Homes Association, Declarant does hereby

AMEND Paragraph 2 of said Declaration as follows, to-wit:

(THIS SPACE IS LEFT BLANK ON PURPOSE)

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

a. **Definition:** For the purpose of paragraph **2. Covenants** only, the terms "Residence" and "Single family Residence" shall include

- A. Single Family Clustered Residences (duplexes)
- B. Detached Cluster Residences (villa tracts and single-family tracts)
- C. The townhome lot on which "A" or "B" above is constructed.
- D. Empty lots on which no townhome has yet been constructed.

b. Except for such other purposes or uses as may from time to time be permitted or required by this Declaration, no part of the common ground will be occupied or used for other than open space or recreational area purposes for the general common benefit of all contract purchasers and owners of all townhome lots 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.

c. Except for such townhome lot or townhome lots or part thereof, as from time to time be added to or occupied or used as part of or in connection with the common ground, no townhome lot will be occupied or used for other than single-family residential purposes. No townhome lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each townhome lot

d. The structure or associated structures comprising a single-family residence will consist of a dwelling attached to one or more other dwellings by one or more common foundations, roofs, walls, or other structural elements or a detached dwelling. Each residence shall be designed to accommodate a single person or one family group together with household servant or servants of not more than one and one-half stories in height with an enclosed private garage (two car minimum) equipped with an automatic or remote control device for operation of its door or doors and with or without attached breezeways, enclosed or walled patios, and other structural elements appropriate, convenient, or necessary for residential purposes.

e. No residence will be altered, built, constructed, or otherwise maintained on any townhome lot without an express written approval executed by Association through its Architectural Control Committee (ACC), 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. Approval criteria shall include, but not be limited to, general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography or other relevant architectural factors. These factors include location within Lot boundary lines. Other relevant factors are the quality of construction, size, and

- suitability for residential purposes of such single-family residence and conformance with local zoning and building codes and ordinances. If the ACC determines that the proposed improvement will not protect and enhance the integrity and character of all the lots and neighboring lots as a quality community, ACC may refuse approval of the proposed improvement.
- f. An owner desiring to erect or undertake an improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the ACC (herein collectively referred to as the "plans"). Such plans shall include a description of type, quality, color and use of materials proposed for the exterior of such improvement. Concurrent with submission of the plans, owner shall notify the Board of the owner's mailing address. Comments and action of the Committee will be identically marked on both copies of said submissions. One copy will be returned to applicant and one copy retained as part of the permanent records of the Committee.
  - g. An owner desiring to repair a previous improvement may do so without submitting plans to the Committee so long as the repair is completed with material of like kind and quality, and which otherwise meets the building provisions of these covenants.
  - h. Written notice of any approval/disapproval of a proposed improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice or the need for additional time to review the plans shall be mailed within (30) days after the date of submission of the plans.
  - i. No lot owner, or combination of lot owners or other person or persons shall have any right to any action by ACC, or to control, direct or influence the acts of the ACC with respect to any proposed improvement. No responsibility, liability or obligation shall be assumed by or imposed upon ACC by virtue of the authority granted to ACC in this section, or as a result of any act or failure to act by ACC with respect to any proposed improvement.
  - j. After commencement thereof all approved or permitted construction on any townhome lot will be as diligently as practical prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any townhome lot in uncompleted or unfinished condition for more than twelve months.
  - k. Specific Building Requirement – All improvements and construction are subject to the following requirements:
    - A. Foundations: The exposed foundation walls must be constructed of or faced with brick, stone, stucco, or other material approved by the ACC. All foundations shall be constructed of concrete, concrete block, brick or stone.
    - B. Driveways and Sidewalks: All driveways, including the approaches to the structure and sidewalks surrounding the structure must be constructed

of concrete, brick paving stone, or laid stone. If repair or replacement is necessary, the repair also must be of the same materials. The use of asphalt overlay on driveways, approaches and sidewalks is prohibited. No driveway will be constructed or maintained on any lot connected to or with an adjoining public street other than through its curb cut, unless approved by the ACC. All driveways shall be constructed of concrete from the "house side" of the sidewalk to the street, or the equivalent distance if there is no sidewalk.

**C. Chimneys:** Fireplace chimneys shall be covered with clay fired brick, or other material approved in writing by the ACC.

**D. Roofs:** Unless other materials are specifically approved by ACC, the roof or all improvements shall be covered with wood shakes or wood shingles, tile, or slate. In the case of a single family clustered residence (duplex), a request for approval to change from an existing roofing material to another type, will only be considered by the ACC when both adjacent owners jointly submit the request.

**E. Antennas and Satellite Dishes:** In accordance with Federal Communication Commission requirements, it is preferred that only one satellite dish or disc, not to exceed twenty-four (24) inches in diameter or its equivalent, be installed out of view of the street, not on the front portion of any building or structure, at least six feet (6') below the highest point of the general roof line of the residence, and, if possible, be installed in an attic area rather than on the exterior. No antennas used to receive distant over-the-air television signals, or antennas used for AM/FM radio, amateur (ham) radio, citizen's band (CB) radio or Digital Radio Services (DAR'S) will be permitted. No satellite dish or disc over one meter (39.37") will be permitted.

**F. Prohibited Structures:** No tree houses, clotheslines, tool sheds, windmills, outbuildings or other attached or unattached structures, prefabricated factory built dwellings of any kind, or similar structures shall be permitted on any lot. No building may be moved in from outside Regency. No detached garages or carports shall be constructed.

**G. Restricted Structures:** All non-prohibited structures, such as a gazebo, play house, basketball hoop, swing set, playground equipment, will be allowed only after securing approval of the ACC. It must be installed in a location out of public view.

**H. Awnings:** Awnings or sunscreens may be installed only with the consent of the Committee.

**I. General Appearance Restrictions:** No exterior burner, incinerator, or other receptacle for garbage trash, or other refuse will be maintained on any lot. No garbage or trash cans shall be allowed to remain outside of any dwelling unless completely screened from view of every street and from all other lots in the subdivision. 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, and for not more than seven days within any given calendar year, unless connected with, and during the period of, approved construction.

**J. Lawns, Trees, and Gardens:** 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 or undesirable contagion or proliferation, or detract from a neat and trim appearance. No vegetable gardens shall be permitted except in the rear of the home, out of view from the street. Each lot shall maintain trees spaced 15-30 apart, where practicable, within the area located between the sidewalk and the street or along the curb line where no sidewalk exists. Said trees are to be no less than two inches in diameter when planted, and be of the ash, oak, linden or hard maple varieties chosen to blend with other trees in the same block. All trees shall be trimmed to not less than 8 feet above a sidewalk, and 12 feet above a street or as directed by the city of Omaha. Dead and/or sickly trees shall be removed and replaced by the townhome owner as described above.

**K. Exterior Lighting:** Exterior lightening installed on any lot shall be either indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots.

**L. Fences:** No fence shall be permitted to extend forward of the rear line of a residential structure and its garage unless approved by the ACC. Unless other materials are specifically approved in writing by the ACC, fences shall be constructed of well-maintained vinyl-coated black chain link fencing or wrought iron. No fence shall be of any other chain link or wire types. No chain link fence shall exceed a height of ~~four~~ (4) feet and wrought iron fences shall not exceed six (6) feet. *five* *5* Amended 7/19/13

**M. Mailboxes:** All mailboxes shall be metal, brick, or wood.

**N. Garden Equipment:** 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.

**O. Signs:** No advertising sign, contractor sign, or other poster, billboards, unsightly objects or other nuisances, shall be erected, placed or permitted to remain on any lot. However, one sign per lot, consisting of an area not more than six square feet, advertising such lot for sale, promoting a garage/estate sale, or political sign, will be permitted.

**For sale signs:** During the period of the sale. Directional signs permitted only during the period of an open house.

**Garage/estate sales:** Only on the day of the sale from 8:00 a.m. to 6:00 p.m. The sign must not be visible at night.

**Political signs:** Two weeks before election and taken down the day after the election.

The ACC, upon vote of the Executive Board, reserves the right to approve other signs as deemed appropriate.

**P. Building Materials and Rubbish:** 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 in and during the course of permitted construction. No junk, rubbish, waste material or other refuse will be abandoned, stored, or otherwise maintained on any lot. During any construction, debris that could be blown onto adjacent properties shall not be allowed to accumulate.

**Q. Vehicle restrictions:** 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. No automobile, motorcycles, trucks, or other vehicle will be repaired, torn down, or stored on any lot other than in an enclosed structure. No motor vehicle may be parked outside on any residential lot overnight except vehicles owned by legitimate guests of the owner of the residence, and then only for a period of seven nights. Garage doors shall be kept closed. Garage entrances must not face the street wherever the terrain permits an alternative design. Any vehicle parked on a city street, if in violation of current city code, will be reported to authorities.

**R. Restrictions on animals:** No birds, livestock, poultry, or animals, other than up to four domesticated non-commercial, animals will be bred, kept, or otherwise maintained on any lot. No dogs shall be permitted to bark outside the residences before 7:00 a.m. or after 10:00 p.m. Chronically barking dogs will not be allowed outside except for short periods of time.

**S. Restricted Activities:** No commercial enterprise or gainful public business, occupation, or other profession, no public annoyance or nuisance, and no noxious or offensive activity, will be carried on, conducted, or otherwise permitted on any lot. Nor shall the premises be used in any way, or for any purpose, which may endanger the health or unreasonably disturb the owners or owners of any lot or any resident thereof.

**T. House Color and Siding:** Exterior colors of residential structures shall be gray, white, or earth tones. The Committee must approve all colors. Pastels or bold colors are expressly prohibited. Matt finish vinyl or metal siding is permitted, with approval of ACC as to color, type, and finish.

**U. Hidden Utility Mechanisms:** Gas meters and air conditioning units must be hidden either architecturally or through the use of a remote reading device.

**V. Swimming pools:** No swimming pool shall be permitted which extends more than one foot above ground level.

**I. Grandfather Clause:** Improvements to any lot, made or constructed in advance of the effective date of this Amendment to Declarations and Supplementary Declarations adopted December 2nd, 2002, shall not be required to conform to the provisions of these Covenants, as amended, until such time as any replacement or repair or substantial construction is made, provided that all such prior improvements complied with the Amendments to Declarations and Supplementary Declarations in effect at the time the improvement was made.



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

REGENCY TOWNHOMES II ASSOCIATION

BY: Frank M. Blank  
Frank M. Blank  
Its Vice President

Attest: .

By: [Signature]  
Its [Signature]

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Before me, a Notary Public qualified for said County, personally appeared Frank M. Blank, Vice President of Regency Townhomes II Association, a Nebraska nonprofit 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 18, 2003.



[Signature]  
Notary Public