



MISC 2015018837



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FB: 51-42040
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/17/2015 13:59:29.00



2015018837

**FIRST MODIFICATION TO THE PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS FIRST MODIFICATION TO THE PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Modification") modifies the Protective Covenants, Conditions, Restrictions and Easements recorded at Book 268, Page 311 in the office of the Register of Deeds of Douglas County, Nebraska on March 18, 1952 (the "Original Covenants"), governing Block 8, Westchester, an addition to the City of Omaha, Douglas County, Nebraska.

WITNESSETH

WHEREAS, on or about April 24, 1951, Westchester Realty Co., a Nebraska Corporation, was owner of what is now known as:

Lots 1 through 19, inclusive, Block 8, Westchester, an addition to the City of Omaha, Douglas County, Nebraska (the "Covenant Area); and

WHEREAS, on or about April 24, 1951, Robert W. Dillon, Laurence H. Myers and Ted Hicks, and Westchester Realty Co. adopted the Original Covenants for the purpose of establishing minimum standards for the construction of improvements upon each of the lots in the Covenant Area; and

WHEREAS, a true and correct copy of the Original Covenants is attached hereto, as Exhibit "A", and by this reference is made a part hereof; and

WHEREAS, the Original Covenants provide, in paragraph 2, that any residence constructed upon any lot with the Covenant Area may not be constructed within sixty (60) feet of the front lot line;

WHEREAS, the Original Covenants provide that the Original Covenants may be modified in whole or in part, by written agreement among the then owners of a majority of the lots within the Covenant Area; and

WHEREAS, Christina M. Blumkin, the owner of Lot 5, Block 8, Westchester, an addition to the City of Omaha, Douglas County, Nebraska (the "Property") has requested the construction of a residential dwelling forty-five (45) feet from the street line, the ability of which is contingent, in part, on the Omaha Zoning Board of Appeals granting a Waiver Request decreasing the minimum front yard setback from fifty (50) feet to forty-five (45) feet;

WHEREAS, Christina M. Blumkin, has requested that this Modification be executed by the Owners (as defined below) to permit the construction of a residential dwelling forty-five feet (45) from the street line;

WHEREAS, this Modification shall be effective upon the execution of this Modification by the owners of at least ten (10) lots located within the Covenant Area (collectively, the "Owners").

NOW, THEREFORE, in consideration of the mutual covenant and agreement contained herein, it is agreed by and between the parties as follows:

1. Recitals. The statements set forth above are hereby incorporated into this Modification.
2. Amendment of the Original Covenants. The Original Covenants are hereby amended only with respect to the Property, for the sole purpose of permitting the construction of a single family residence upon the Property within sixty (60) feet of the front lot line of the Property, provided, that any single family residence constructed upon the Property shall not be constructed within forty-five (45) feet of the front lot line of the Property.
3. Ratification. By their execution of this Modification, the Owners hereby ratify, affirm and confirm each and every covenant, condition, restriction and easement contained in the Original Covenants except as specifically provided in this Modification.
4. Governing Law. This Modification is made under and governed by the laws of the State of Nebraska.
5. No Other Amendments. Except as set forth herein, the Original Covenants shall remain in full force and effect.
6. Execution in Counterparts. The Modification may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same agreement.

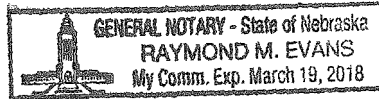
[Remainder of page left blank intentionally; execution pages follow.]

IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3 day of January, 2015.

MARGERY H. MORGAN, TRUSTEE
of Lot 3, Block 8, Westchester

Margery H Morgan
Margery H. Morgan

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)



The foregoing instruments was acknowledged before me this 3rd day of January, 2015, by Margery H. Morgan, TRUSTEE

Raymond M Evans
Notary Public

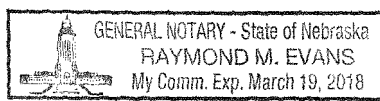
IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

DENNIS J. GUINN and DIANNE E. GUINN, the owner(s) of Lot 4, Block 8, Westchester

Dennis G. Guinn
Dennis G. Guinn

Dianne E. Guinn
Dianne E. Guinn

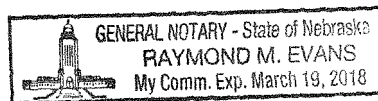
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas



The foregoing instruments was acknowledged before me this 3rd day of January, 2015, by Dennis G. Guinn.

Raymond M. Evans
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas



The foregoing instruments was acknowledged before me this 3rd day of January, 2015, by Dianne E. Guinn.

Raymond M. Evans
Notary Public

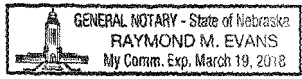
IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

CHRISTINA M. BLUMKIN, TRUSTEE,
the owner(s) of Lot 5, Block 8, Westchester



Trustee

Christina M. Blumkin, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF DeWitt

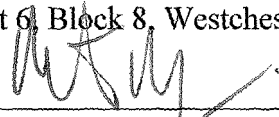


The foregoing instruments was acknowledged before me this 3rd day of January, 2015, by Christina M. Blumkin.


Notary Public

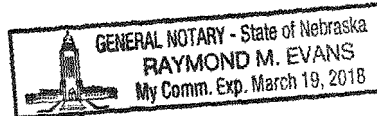
IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

MARTIN W. MIZENER, the owner(s) of
Lot 6, Block 8, Westchester



Martin W. Mizener

STATE OF NEBRASKA)
)ss.
COUNTY OF Dawson)



The foregoing instruments was acknowledged before me this 3rd day of
January, 2015, by Martin W. Mizener.



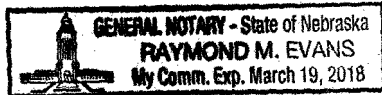
Notary Public

IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

KENNETH A. FOLLETT and KAREN FOLLETT, the owner(s) of Lot 8, Block 8, Westchester

Kenneth A. Follett
Kenneth A. Follett

Karen Follett
Karen Follett



STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas

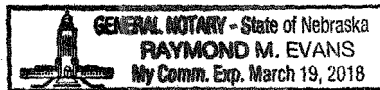
The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Kenneth A. Follett.

Raymond M. Evans
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Karen Follett.

Raymond M. Evans
Notary Public



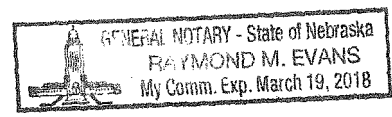
IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

ANDREW B. RUBACK and TERESA K. RUBACK, the owner(s) of Lot 10, Block 8, Westchester

[Signature]
Andrew B. Ruback

[Signature]
Teresa K. Ruback

STATE OF NEBRASKA)
)ss.
COUNTY OF Platte)



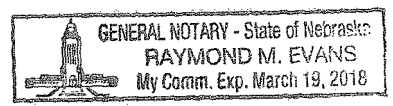
The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Andrew B. Ruback.

[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Platte)

The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Teresa K. Ruback.

[Signature]
Notary Public



IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 4 day of February, 2015.

**MCDANIEL & WALLQUIST
CONSTRUCTION, L.L.C.**, a Nebraska
limited liability company, the owner(s) of
Lot 11, Block 8, Westchester

MCDaniel & Wallquist
Eric Wallquist, Nathaniel McDaniel & **-MANAGER**
Eric Wallquist **-MANAGER**

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)




The foregoing instrument was acknowledged before me this 4 day of
February, 2015, by Nate McDaniel & Eric Wallquist

Raymond M. Evans
Notary Public

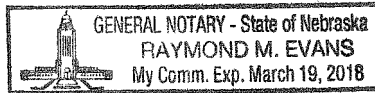
IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

RICHARD S. GLAZER and PHYLLIS B. GLAZER, the owner(s) of Lot 12, Block 8, Westchester


Richard S. Glazer


Phyllis B. Glazer

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)




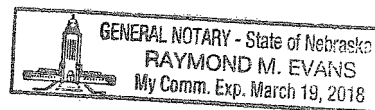
The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Richard S. Glazer.


Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Phyllis B. Glazer.


Notary Public



IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

RICHARD J. ROSENBLATT and
BRENDA S. ROSENBLATT, the owner(s)
of Lot 13, Block 8, Westchester



[Signature]
Richard J. Rosenblatt
[Signature]
Brenda S. Rosenblatt

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

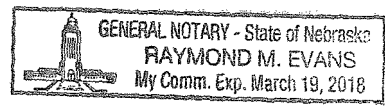
The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Richard J. Rosenblatt.

[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)


The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Brenda S. Rosenblatt.

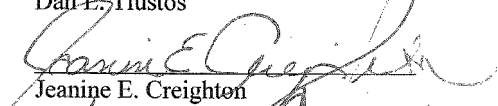
[Signature]
Notary Public




IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.

**DAN L. TLUSTOS, JEANINE E
CREIGHTON, and KATHERINE
CREIGHTON, the owner(s) of Lot 15,
Block 8, Westchester**

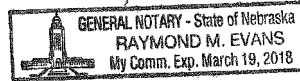


Dan L. Tlustos


Jeanine E. Creighton


Katherine Creighton

STATE OF NEBRASKA)
)ss.
COUNTY OF Dawson)



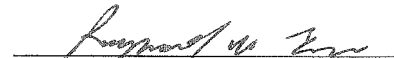
The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Dan L. Tlustos.



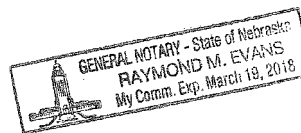
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Dawson)

The foregoing instrument was acknowledged before me this 3rd day of January, 2015, by Jeanine E. Creighton.



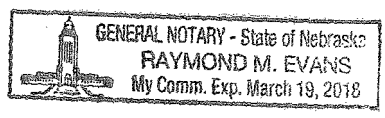
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 31 day of January, 2015, by Katherine Creighton.

Raymond M. Evans
Notary Public



IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 21 day of February, 2015.

TIMOTHY O. O'NEILL and SALLY C. O'NEILL, the owner(s) of Lot 16, Block 8, Westchester

Timothy O. O'Neill
Timothy O. O'Neill

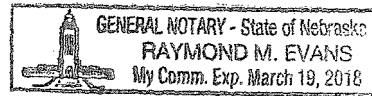
Sally C. O'Neill
Sally C. O'Neill

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 16th day of February, 2015, by Timothy O. O'Neill .

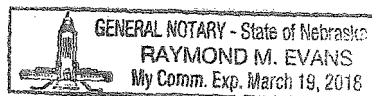
Raymond M. Evans
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)




The foregoing instrument was acknowledged before me this 16th day of February, 2015, by Sally C. O'Neill.

Raymond M. Evans
Notary Public

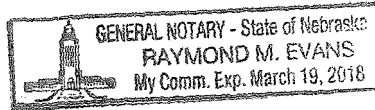


IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3rd day of January, 2015.


PENNY JO CODY-COX, the owner(s) of
Lot 17, Block 8, Westchester


Penny Jo Cody-Cox

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 3rd day of
January, 2015, by Penny Jo Cody-Cox.

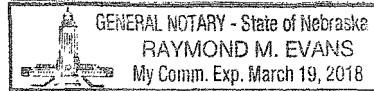

Notary Public

IN WITNESS WHEREOF, the below described Owners have caused this Modification to be executed this 3 day of January, 2015.

ANN M. NORDIN, TRUSTEE, the owner(s) of Lot 19, Block 8, Westchester

Ann M. Nordin
Ann M. Nordin, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)



The foregoing instruments was acknowledged before me this 3rd day of January, 2015, by Ann M. Nordin.

Raymond M. Evans
Notary Public

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS INDENTURE, made this 24th day of April, 1951, between Robert W. Dillon, Laurence H. Myers and Ted Hicks, parties of the first part, and Westchester Realty Co. Party of the second part.

WITNESSETH, That in consideration of ONE DOLLAR, the conveyance of certain real estate by First Party to Second Party, and other valuable consideration, and pursuant to a general plan of improvement and development, IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Lots 1 to 19, inclusive, Block 8, Westchester, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential lots. Not more than one structure shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a single building site.
2. No building shall be erected on said premises within 60 feet of the street line bordering said premises, nor within 15 feet of the side lot lines.
3. The main floor of all single story and story and one-half dwellings shall cover a ground area of not less than 1350 square feet, exclusive of garages and porches, and the main floor of all dwellings of two or more stories shall cover a ground area of not less than 900 square feet, exclusive of garages and porches.
4. All dwellings shall have an attached garage large enough to house two cars of standard size and of the same material and shall correspond in architecture with the dwelling. Said attached garage shall not be basement or tandem but shall be on ground surface level.
5. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, and telephone lines.
6. No fence shall be built in the front yard beyond the front line of any dwelling.
7. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of 2 adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the original lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.
8. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of Twenty-Five years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of Ten years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the said lots, executed and recorded in the manner provided by Law, except that the initial period of 25 years plus all extensions shall not exceed 99 years.
9. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable, and invalidation of any such provision shall not effect any other provision.
10. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and all their grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. All deeds of conveyance by the undersigned, their heirs, successors and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner may enforce them against any other owners or other persons violating or infringing them, irrespective of whether they are prior or subsequent grantees.
11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

EXHIBIT

A

IN WITNESS WHEREOF, the parties aforesaid have subscribed their names the date mentioned above.

Robert W. Dillon
Ted Hicks
Laurence H. Myers
Parties of the First Part

Westchester Realty Co.
Party of the Second Part
By Robert W. Dillon President
By Ted Hicks Secretary



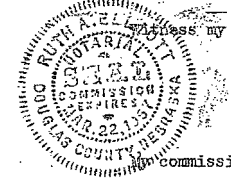
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Robert W. Dillon, Laurence H. Myers, and Ted Hicks to me known to be the identical persons whose names are affixed to the foregoing instrument as Parties of the First Part, and acknowledged the execution of the same to be his voluntary act and deed.



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, a Notary Public, in and for said County, personally came the above named Robert W. Dillon President, and Ted Hicks Secretary, of Westchester Realty Co. who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed of said corporation.



Witness my hand and official seal the date last aforesaid.

Ruth A. Elliott
Notary Public

My commission expires March 22-1957

5
8.15
INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,
18 MAR 1952 AT 8:59 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.