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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
5/26/2004 12:43:43.75



2004068232

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
FOR BLACKSTONE TOWNHOMES LOTS 1 THROUGH 18

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR BLACKSTONE TOWNHOMES LOTS 1 THROUGH 18 (this "Amendment") is made by the undersigned Owners (the "Owners") of the Lots 1 through 18, inclusive, Blackstone Townhomes, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska (the "Lots").

WITNESSETH:

WHEREAS, there is in effect a certain Declaration of Covenants, Conditions, Restrictions, and Easements for Blackstone Townhomes Lots 1 Through 18, by Blackstone Townhomes Joint Venture, a Nebraska Joint Venture, on January 24, 1987 (the "Declaration"), and recorded in Book 812 at Page 373 of the Miscellaneous Real Estate Records of Douglas County, Nebraska;

WHEREAS, the Owners desire to make certain amendments to the Declaration related to the ability of an Owner to lease his or her Living Unit;

WHEREAS, the Declaration provides that it may be amended by an instrument signed by the Owners of not less than two-thirds of the Lots covered by the Declaration.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The following amendment to the Declaration shall run with the following described real property (the "Real Estate"):

Lots 1 through 18, inclusive, Blackstone Townhomes, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

and shall be binding upon all parties having or acquiring any right, title or interest in the Real Estate or any part thereof, and shall inure to the benefit of each Owner thereof:

Paragraph (n) of Article VII, Common Scheme Restrictions, of the Declaration shall be replaced in its entirety with the following:

(n) An Owner may have the right to lease his or her Living Unit subject to the following restrictions, provided that the lease is in writing and is in all respects subject to the covenants, conditions, restrictions, limitations and uses provided in this Declaration and the By-Laws:

(RETURN: Byron Reed Co) *misc^F*
209 So 19 St Ste 100
Omaha NE 68102
342-8100

FEE 22.00 FB 15 03770
 BNP _____ C/O _____ COM (A)
 DEL _____ SCAN _____ FV _____

14
18

(1) No Living Unit shall be rented or leased for transient or hotel purposes (viv., rental for any period less than 30 days, or any rental if occupants are provided customary hotel services).

(2) Restrictions on Leasing.

(i) Prior to an Owner leasing or offering to lease his or her Living Unit to any third party (someone other than an Owner's Family Member), such Owner shall obtain a designation from the Board of Directors of the Association (the "Board of Directors") stating that such Owner may lease his or her Living Unit to third parties (a "Designation"). The Board of Directors shall keep, or cause to be kept, a list of those Living Units having received a Designation and in no event shall the Board of Directors allow more than three (3) Living Units to have a Designation at any one time.

(ii) An application for a Designation must be in writing to the Board of Directors (an "Application") and may be made by a current Owner of a Living Unit or by a buyer of a Living Unit under a written purchase agreement to purchase a Living Unit (a "Buyer"). Such Application may be made (a) by a Buyer not more than sixty (60) days prior to the closing date of such purchase or (b) by an Owner of a Living Unit so long as the Owner or any Family Member of an Owner is not living in such Living Unit on or after the sixtieth (60th) day after such Application. In the event an Application is made by a Buyer, the Designation shall be to and in favor of such Buyer.

(iii) A Designation shall terminate (i) upon the sale of a Living Unit by an Owner who has obtained a Designation for such Living Unit, (ii) upon an Owner or an Owner's Family Member occupying such Living Unit on or after the sixtieth (60th) day after an Application is presented to the Board of Directors, or (iii) if a Buyer has not obtained fee title to a Living Unit more than sixty (60) days after presenting an Application to the Board of Directors. An Owner may voluntarily remove a Designation from his or her Living Unit at any time by giving written notice to the Board of Directors. Upon the request of any Owner, but no more than once each calendar quarter, the Board of Directors shall demand proof from an Owner of a Living Unit with a Designation to furnish proof that the Owner or an Owner's Family Member does not occupy such Living Unit in violation of this sub-section (2). Such proof may be in the form of an affidavit to the Board of Directors signed by the Owner and the Board of Directors shall be allowed, but not required, to rely on such affidavit evidence without further investigation.

(iv) Notwithstanding the foregoing, nothing in this sub-section (2) shall limit the occupation of a Living Unit by a Family Member of an Owner. For purposes of this sub-section (2), a "Family Member" shall be limited to the children, grandchildren, parents and siblings of an Owner.

2. Any Living Units leased or unoccupied and intended to be leased to a person or persons, other than to a Family Member (as defined above) of an Owner, as of the effective date of this Amendment shall be deemed to have a Designation as defined above. In the event more than three (3) Living Units are leased as of the effective date of this Amendment, all of such Living Units shall be deemed to have a Designation, notwithstanding any prohibition to the contrary set forth in this Amendment above. Such allowance of additional Designations shall be effective upon the effective date of this Agreement and shall continue until such additional Designations are terminated.

3. Any capitalized term not defined in this Amendment shall have the meaning set forth in the Declaration.

4. This Amendment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Security Instrument.

5. This Amendment shall be effective upon the date it is recorded in the real estate records of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date and year set forth below.

[NO FURTHER TEXT ON THIS PAGE - SIGNATURE PAGES FOLLOW]

Owner of Lot # 1

Date: 5-4-04

Signature: *Donald W. Riley*
Name: Donald W. Riley

Signature: *Joan M. Riley*
Name: Joan M. Riley

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

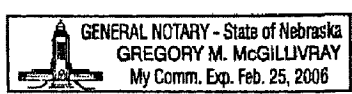
The foregoing instrument was acknowledged before me this 4th day of May, 2004, by Donald W. Riley, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



Gregory M. McGillivray
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of May, 2004, by Joan M. Riley, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.



Gregory M. McGillivray
Notary Public

Owner of Lot # 3

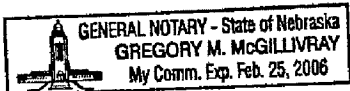
Date: 5-4-04

Signature: [Handwritten Signature]

Name: John E. Hall

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of May, 2004, by John E. Hall, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



[Handwritten Signature]
Notary Public

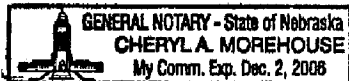
Owner of Lot # 4

Date: March 17, 2004

Signature: Kay F. Thoreson
Name: Kay F. Thoreson

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of March, 2004, by Kay F. Thoreson, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.



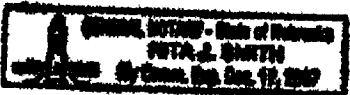
Cheryl A. Morehouse
Notary Public

Owner of Lot # 5

Date: 3-3-04

Signature: Barbara J. Robertson
Name: Barbara J. Robertson

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 3 day of March, 2004, by Barbara J. Robertson, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Rita J. Smith
Notary Public

Owner of Lot # 6

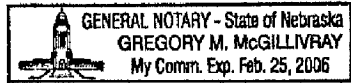
Date: May 13, 2004

Signature: [Handwritten Signature]
Name: Robert M. Roth

Signature: Marcia M. Roth
Name: Marcia M. Roth

STATE OF NEBRASKA)
COUNTY OF DOUGLASS) ss. 505902523

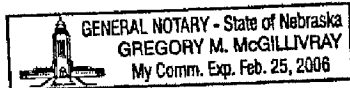
The foregoing instrument was acknowledged before me this 13th day of May, 2004, by Robert M. Roth, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



[Handwritten Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLASS) ss. 507-66-7921

The foregoing instrument was acknowledged before me this 13th day of May, 2004, by Marcia M. Roth, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.



[Handwritten Signature]
Notary Public

Owner of Lot # 7

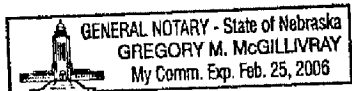
Date: 3-23-04

Signature: James F. Beard
Name: James F. Beard, Trustee

Signature: Betty J. Beard
Name: Betty J. Beard, Trustee

STATE OF NEBRASKA)
COUNTY OF DOUGLASS)ss.

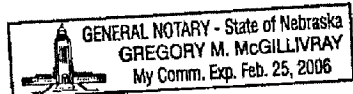
The foregoing instrument was acknowledged before me this 23rd day of March, 2004, by James F. Beard, as Trustee of the _____, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said trust.



Gregory M. McGillivray
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLASS)ss.

The foregoing instrument was acknowledged before me this 23rd day of March, 2004, by Betty J. Beard, as Trustee of the _____, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of said trust.



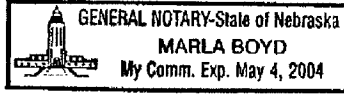
Gregory M. McGillivray
Notary Public

Owner of Lot # 8

Date: 3/10/04

Signature: *Rita J. Yasson*
Name: Rita J. Yasson

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 10 day of March, 2004, by Rita J. Yasson, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Marla Boyd
Notary Public

Owner of Lot # 10

Date: 5/6/04

Signature: Deanne K. Lundahl
Name: Deanne K. Lundahl

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6TH day of may, 2004, by Deanne K. Lundahl, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.



Judith A. Boe
Notary Public

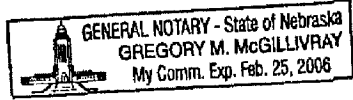
Owner of Lot # 11

Date: 5/4/04

Signature: Thomas D. Freimuth
Name: Thomas D. Freimuth

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of May, 2004, by Thomas D. Freimuth, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



Gregory M. McGillivray
Notary Public

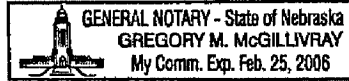
Owner of Lot # 15

Date: 5/4/04

Signature: [Handwritten Signature]
Name: Jennifer L. Hamann

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of May, 2004, by Jennifer L. Hamann, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



[Handwritten Signature]
Notary Public

Owner of Lot # 17 and Lot #18

BLACKSTONE TOWNHOMES ASSOCIATION, INC.,
a Nebraska nonprofit corporation

Date: March 2, 2004

By: Barbara J. Robertson
Name: Barbara J. Robertson
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 2 day of March, 2004, by Barbara J. Robertson as President of Blackstone Townhomes Association, Inc., a Nebraska nonprofit corporation, on behalf of said corporation.

Rita J. Smith
Notary Public