

AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Celebrity Townhomes, L.L.C., a Nebraska limited liability company, f/k/a Village Homes, L.L.C. ("Declarant").

RECITALS

A. On May 25, 2000, a document entitled Declaration of Covenants, Conditions, and Restrictions of Westin Hills Replat Seven Townhomes (hereinafter the "Declaration") for Lots One (1) through Thirteen (13), inclusive, and Lots Nineteen (19) through Twenty-three (23), inclusive, all in WESTIN HILLS REPLAT SEVEN, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, Lots One (1) through Ten (10), inclusive, WESTIN HILLS REPLAT FORTY-FIVE (f/k/a Lots 14 - 18, Westin Hills Replat Seven), and Lots One (1) through Fourteen (14), inclusive, WESTIN HILLS REPLAT FORTY-NINE (f/k/a Lots 24 - 30, Westin Hills Replat Seven), subdivisions as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Village Homes, L.L.C., a Nebraska limited liability company, n/k/a Celebrity Townhomes, L.L.C., Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Book 1339 Page 144. MC-4340
MC-4345
M1-4345

B. Article XII. Section 3. of the Declaration provides that the covenants and restrictions of the Declaration may be amended by the Declarant for a period of twenty (20) years following May 25, 2000.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on May 25, 2000 at Miscellaneous Book 1339 Page 144 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

1. By deleting therefrom Section 1. of Article V and adding in its place and stead the following:

Section 1. Assessments levied against each Lot, as defined in Article I, Section 4, may be assessed for, but not limited to, the following:

(a) Maintenance, including mowing, fertilizing and trimming, of trees and shrubs, lawns, and other exterior landscaping or other improvements as originally installed by the builder, except such improvements as may have been installed by or at the direction of an Owner, which improvements shall be the responsibility of the Owner. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner at the time of replacement and the Owner shall reimburse the Association on demand.

(b) Operation of an underground watering system on each Lot, except that it shall remain the Owner's sole responsibility to maintain the underground watering system on Owner's Lot, including but not limited to turning off such system and clearing the pipes of such system during periods in which freezing temperatures may occur, and Owner shall remain liable for any damage caused to such system by a failure to maintain the same;

(c) Painting of the exterior of each dwelling upon each Lot;

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

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- (d) Providing trash pickup service for each Lot;
- (e) Providing snow removal for streets upon Common Area, and driveways, front sidewalks, front stoops and front steps for each Lot;
- (f) Maintaining any mailboxes upon the Properties;
- (g) Installing and maintaining any Common Area improvements which include, but are not limited to, streets and street lighting;
- (h) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Association.

2. By deleting therefrom, Section 2 of Article V and adding in its place and stead the following:

Section 2. With the exception of improvements to Common Area and any duties undertaken pursuant to section 1 of this Article, the Association shall have no duty to repair, replace or maintain any concrete surfaces, buildings, systems, underground watering systems, fences or other improvements to the Properties, but may, at its discretion, in the event that any Owner of any Lot in the Properties has not maintained, replaced or kept repaired the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to maintain, repair (including painting), restore and replace the Lot and the exterior of the buildings and any other improvements erected thereon, including but not limited to any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers, underground watering system and cooling units for air condition systems which have not been so maintained, repaired or replaced. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

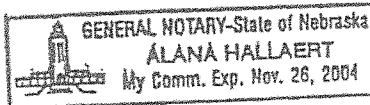
All other terms of said Declaration shall remain in full force and effect.

Dated this 13 day of December 2000.

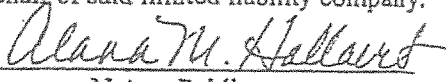
CELEBRITY TOWNHOMES, L.L.C., a Nebraska limited liability company, f/k/a VILLAGE HOMES, L.L.C.,

By: 
CHAD LARSEN, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



On this ___ day of December 2000, the foregoing instrument was acknowledged before me, a Notary Public, by Chad Larsen, Managing Member of Celebrity Townhomes, L.L.C., a Nebraska limited liability company, f/k/a Village Homes, L.L.C., acting on behalf of said limited liability company.


Notary Public