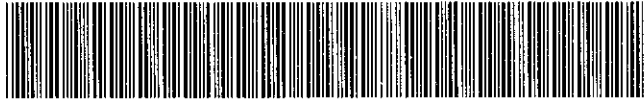




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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AMENDMENT TO PROTECTIVE COVENANTS

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

RECITALS

A. On or about June 16, 2003, a document entitled Declaration of Covenants, Conditions, and Restrictions of Grayhawk West Townhomes (hereinafter the "Declaration") for Lots 108 through 205, inclusive, GRAYHAWK TWO, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Celebrity Townhomes, L.L.C., n/k/a Celebrity Townhomes, Inc., Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Book No. 2003113934.

B. Article XI. 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 June 16, 2003.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on or about June 16, 2003 at Miscellaneous Book No. 2003113934 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 IV 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 and maintenance of an underground watering system on each Lot, except that it shall remain the Owner's sole responsibility to provide water to such watering system and not interfere with the Association's operation and maintenance of such watering system. If any Owner interferes with such watering system, the Association's costs resulting from such interference may be assessed against such Owner's Lot. Owner shall remain liable for any damage caused to such system by any act or omission of such Owner or Owner's invitee, licensee or guest;

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

(d) Providing trash pickup service for each Lot;

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

V30006

- (e) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Lot;
- (f) Maintaining any mailboxes upon the Properties;
- (g) 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 Article IX and adding in its place and stead the following:

ARTICLE IX
Utility, Pipeline and Other Easements

A perpetual easement is hereby reserved in favor of and granted to Sanitary & Improvement District No. 468 of Douglas County, Nebraska, the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and a perpetual easement is hereby granted to the City of Omaha and Peoples Natural Gas, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets. In addition, easements and other restrictions may be reserved or designated in the plat of Grayhawk Two, and replats thereof, including but not limited to: a permanent ten (10') foot wide pedestrian easement granted to the public, to Douglas County SID 468 and to the City of Omaha, affecting portions of Lots 194 and 195, Grayhawk Two; and a permanent twenty (20') foot storm sewer and drainageway easement granted to Douglas County SID 468 and the City of Omaha affecting portions of Lots 181 and 182, Grayhawk Two; no direct vehicular access to any street abutting the northerly line of Lots 179 - 182, inclusive, and Lots 185 - 187, inclusive, all in Grayhawk Two, will be allowed; no direct vehicular access to 145th Avenue from any abutting lots will be allowed. Other easements as may be provided for in a plat of any or all of the Properties or recorded of record as a separate document. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

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

Dated this 31 day of July 2003.

CELEBRITY TOWNHOMES, INC., a Nebraska corporation,

By: _____

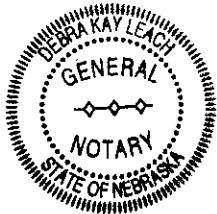
CHAD LARSEN, Vice-President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 28 day of July 2003, the foregoing instrument was acknowledged before me, a Notary Public, by Chad Larsen, Vice-President of Celebrity Townhomes, Inc., a Nebraska corporation, acting on behalf of said corporation.



Notary Public