



BK 1364 PG 602-605



MISC 2001 00222

Nebr Doc Stamp Tax
Date
\$
By

RICHARD W. TARKENTON
REGISTER OF DEEDS
DODGE COUNTY, NE

01 JAN -5 PM 2:34

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

MISC

4 ^D

104.50

FEE 104.50 FR see attached

BP _____ CO _____ COMP AD

89

DEL _____ SCAN 2 FY _____

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.

RECITALS

A. On July 20, 1999, a document entitled Declaration of Covenants, Conditions, and Restrictions of Wood Creek Townhomes (hereinafter the "Declaration") for Lot Thirty (30), WOOD CREEK REPLAT ONE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots One (1) through Thirty-two (32), inclusive, WOOD CREEK REPLAT TWO, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots One (1) through Seventeen (17), inclusive, WOOD CREEK REPLAT THREE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Village Homes, L.L.C., a Nebraska limited liability company, Declarant, in the office of the Register of Deeds of Douglas County, Nebraska as Miscellaneous Book 1301 Page 233. The legal descriptions of some of the lots encumbered by the Declaration have changed due to replatting and/or administrative subdivisions. A list of the current legal descriptions for the lots encumbered by the Declaration and subject to this Amendment is attached hereto as Exhibit "A" and incorporated herein by this reference.

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 July 20, 1999.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on July 20, 1999 at Miscellaneous Book 1301 Page 233 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. Maintenance, if any, of any natural environmental areas, as defined by the Association, will be in the sole and absolute discretion of the Association.

(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
AJH

25971

- (d) Providing trash pickup service for each Lot;
- (e) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Lot;
- (f) Maintaining any mailboxes upon the Properties;
- (g) Maintaining Outlots A and B, Wood Creek Replat Two;
- (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 IV 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.

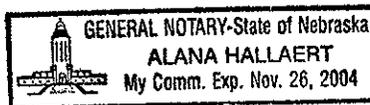
All other terms of said Declaration shall remain in full force and effect.

Dated this 13 day of December 2000.

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

By: *Chad Larsen*
CHAD LARSEN, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



On this 13 day of December 2000, the foregoing instrument was acknowledged before me, a Notary Public, by Chad Larsen, Member of Celebrity Townhomes, L.L.C., f/k/a Village Homes, L.L.C., a Nebraska limited liability company, acting on behalf of said limited liability company.

Alana M. Hallaert
Notary Public

EXHIBIT "A"

- Lots 1 - 7, inclusive, WOOD CREEK REPLAT 3; M1-44637
Lot 8, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 19; M1-44686
Lot 9, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 16; M1-44683
Lot 10, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 17; M1-44684
Lot 11, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 12; M1-44627
Lot 12, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 15; M1-44628
Lot 13, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 4; M1-44624
Lot 14, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 5; M1-44626
Lot 15, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 6; M1-44638
Lot 16, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 7; M1-44639
Lot 17, Wood Creek Replat 3, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 8; M1-44656
Lot 30, Wood Creek Replat 1, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 9; M1-44665
Lots 1 - 3, inclusive, WOOD CREEK REPLAT 2; M1-44625
Lots 4 - 6, inclusive, Wood Creek Replat 2, n/k/a Lots 1 - 6, inclusive, WOOD CREEK REPLAT M1-44666
10;
Lots 7 - 10, inclusive, Wood Creek Replat 2, n/k/a Lots 1 - 8, inclusive, WOOD CREEK REPLAT M1-44619
13;
Lots 11 - 15, inclusive, Wood Creek Replat 2, n/k/a Lots 9 - 18, inclusive, WOOD CREEK M1-44667
REPLAT 21;
Lots 16 - 21, inclusive, Wood Creek Replat 2, n/k/a Lots 1 - 11, inclusive, WOOD CREEK M1-44681
REPLAT 11;
Lots 22 - 25, inclusive, Wood Creek Replat 2, n/k/a Lots 1 - 8, inclusive, WOOD CREEK REPLAT M1-44667
21;
Lot 26, Wood Creek Replat 2, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 18; M1-44685
Lot 27, Wood Creek Replat 2, n/k/a Lots 1 and 2, WOOD CREEK REPLAT 20; M1-44687
Lot 28 - 29, Wood Creek Replat 2, n/k/a Lots 9 - 12, inclusive, WOOD CREEK REPLAT 13; and M1-44619
Lot 30 - 32, inclusive, Wood Creek Replat 2, n/k/a Lots 7 - 12, inclusive, WOOD CREEK REPLAT M1-44666
10.