



MISC 2003147188



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AMENDMENT TO PROTECTIVE COVENANTS

RECEIVED

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 January 30, 2002, a document entitled Declaration of Covenants, Conditions, and
Restrictions of Cattail Creek Townhomes (hereinafter the "Declaration") for Lots 329 through 430, inclusive,
CATTAIL CREEK, 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 1421 Page 365.

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 January 30, 2002.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on or about January 30,
2002 at Miscellaneous Book 1421 Page 365 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, + Tabern
11440 W Center Road
Omaha, NE 68144 V30011

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- (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.

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

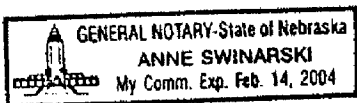
Dated this 4th day of August 2003.

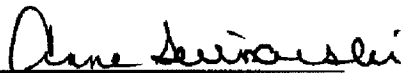
CELEBRITY TOWNHOMES, INC., a Nebraska corporation,

By: 
CHAD LARSEN, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4 day of August 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