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RICHARD N TAREGIN  
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 Village Homes, L.L.C., a Nebraska limited liability company.

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. m-44642  
m-44625  
m-44637

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 ~~1330~~ Page 233 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended in the following manner:

1301

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and of the homes situated upon the Properties. With the prior approval of Sanitary and Improvement District No. 385 of Douglas County, Nebraska ("SID 385"), its successors or assigns, the Association, in furtherance of the recreation, health, safety, and welfare of the residents in the Properties, may perform such maintenance of Outlots A and B as may be deemed desirable by the Board of Directors and include the costs and expenses of the same in the annual assessments levied against the Properties. The Association understands and acknowledges that SID 385 owns Outlots A and B, Wood Creek Replat II as a natural environmental area. Maintenance of Outlots A and B by SID 385 is specifically restricted to maintaining the flow of the waterway within Outlots A and B only.

- By deleting therefrom subparagraph (a) of Article IV, Section 1 and adding in its place and stead the following:

RETURN:

Tom Weindt  
14002 L St.  
Omaha NE 68134

14053  
m  
cust

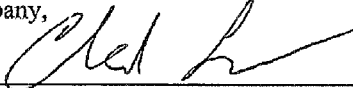
FEE	35.00	FB	See above
BKP		C/O	COMP SW
DEL		SCAN	dc
		FV	AW

(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.

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

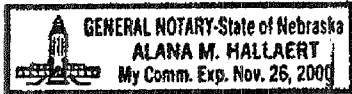
Dated this 10<sup>th</sup> day of September 1999.

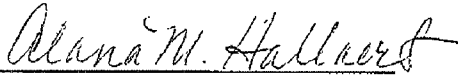
VILLAGE HOMES, L.L.C., a Nebraska limited liability company,

By:   
CHAD LARSEN, Managing Member

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

On this 10<sup>th</sup> day of September 1999, the foregoing instrument was acknowledged before me, a Notary Public, by Chad Larsen, Managing Member of Village Homes, L.L.C., a Nebraska limited liability company, acting on behalf of said limited liability company.



  
Notary Public