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 DEL [Signature] SCAN [Signature] FV [Signature]

(Fullenkamp, Doyle & Johnson
 11440 W. Center Rd.
 Omaha, NE. 68144
 v 26550

SECOND AMENDMENT TO PROTECTIVE COVENANTS

THIS SECOND 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., f/k/a Village Homes, L.L.C. ("Declarant").

RECITALS

A. On February 2, 2000, a document entitled Declaration of Covenants, Conditions, and Restrictions of Brookhaven West Townhomes (hereinafter the "Declaration") for Lots Twenty-two (22) through Seventy-four (74), inclusive, BROOKHAVEN WEST, a subdivision 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 1326 Page 044. 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 February 2, 2000.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on February 2, 2000 at Miscellaneous Book 1326 Page 044 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 Article V and adding in its place and stead the following:

ARTICLE V **Architectural Control**

No fence shall be commenced, erected or maintained upon the Properties, except fences erected by the Developer. Any fence erected by the Developer shall be maintained by the Owner or Owners of each Lot upon which the fence is placed, and when reasonably necessary shall be stained with similar color and/or replaced with fencing of equal quality as the original fence erected by Developer. No exterior painting shall be commenced upon the Properties except such painting as shall be approved by the Association. No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by the Declarant or any builder or Owner, the plans and specifications of which have been approved by the Declarant.

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

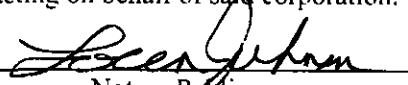
Dated this 22 day of May 2001.

CELEBRITY TOWNHOMES, INC., a Nebraska corporation,
f/k/a Celebrity Townhomes, L.L.C., f/k/a Village Homes,
L.L.C.,

By: 
CHAD LARSEN, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22 day of May 2001, the foregoing instrument was acknowledged before me, a Notary Public, by Chad Larsen, Vice-President of Celebrity Townhomes, Inc., a Nebraska corporation, f/k/a Celebrity Townhomes, L.L.C., f/k/a Village Homes, L.L.C., acting on behalf of said corporation.


Notary Public

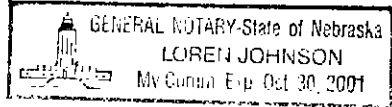


EXHIBIT "A"

- ✓ Lot 22, Brookhaven West, n/k/a Lots 1 and 2, BROOKHAVEN WEST REPLAT 4; - m1-04758
- ✓ Lot 23, Brookhaven West; n/k/a Lots 1 and 2, BROOKHAVEN WEST REPLAT 7; - m1-04802
- ✓ Lots 24 - 27, inclusive, Brookhaven West, n/k/a Lots 1 - 8, inclusive, BROOKHAVEN WEST REPLAT 1; - m1-04754
- ✓ Lots 28 - 39, inclusive, Brookhaven West, n/k/a Lots 1 - 24, inclusive, BROOKHAVEN WEST REPLAT 2; m1-04757
- ✓ Lots 40 - 46, inclusive, Brookhaven West, n/k/a Lots 9 - 22, inclusive, BROOKHAVEN WEST REPLAT 1; - m1-04754
- ✓ Lots 47 - 51, inclusive, Brookhaven West n/k/a Lots 1 - 10, BROOKHAVEN WEST REPLAT 6; - m1-04757
- ✓ Lot 52, Brookhaven West n/k/a Lots 1 - 2, BROOKHAVEN WEST REPLAT 9; m1-04943
- ✓ Lot 53, Brookhaven West n/k/a Lots 1 - 2, BROOKHAVEN WEST REPLAT 10; m1-04945
- ✓ Lot 54, Brookhaven West n/k/a Lots 1 - 2, BROOKHAVEN WEST REPLAT 11; - m1-04947
- ✓ Lots 55 - 60, inclusive, BROOKHAVEN WEST; - m1-04753
- ✓ Lots 61 - 65, inclusive, Brookhaven West n/k/a Lots 1 - 10, inclusive, BROOKHAVEN WEST REPLAT 5; and - m1-04756
- ✓ Lots 66 - 74, inclusive, BROOKHAVEN WEST, n/k/a Lots 1-15, inclusive, Brookhaven West Replat 8 m1-04942