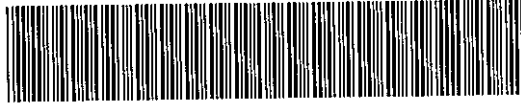




BK 1383 PG 369-372



MISC 2001 07735

RICHARD H. JAMES
REGISTER OF DEEDS
DUBLAS COUNTY, NE

01 MAY 25 PH 3:14

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DEL	_____	SCAN	<u>✓</u> FV _____

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

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 December 20, 2000, a document entitled Declaration of Covenants, Conditions, and Restrictions of Westin Hills West Two Townhomes (hereinafter the "Declaration") for Lots Fourteen (14) *mc-43603* through Twenty-six (26), inclusive, WESTIN HILLS WEST TWO, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lots One (1) through Fifteen (15), inclusive, WESTIN HILLS *mc-43604* WEST TWO REPLAT I, 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 1362 Pages 523 - 533.

B. Article XII. 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 December 20, 2000.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on or about December 20, 2000 at Miscellaneous Book 1362 Pages 523 - 533 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 VI and adding in its place and stead the following:

ARTICLE VI
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.

2. By deleting therefrom Article XI and adding in its place and stead the following:

ARTICLE XI
Utility, Pipeline and Other Easements

A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, Metropolitan Utilities District 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 all open spaces, common ground, recreational areas and nonpublic roads. A perpetual public sidewalk easement is reserved in favor of the Association, on, through, under and across a 7.5 foot wide strip of land abutting all lot lines which abut Outlot "A" of Westin Hills West Two, as shown on the plat. A perpetual sanitary sewer is reserved in favor of Sanitary and Improvement District No. 384, as shown on the plat. A permanent ingress and egress and parking easement over all of Outlots "A", Westin Hills West Two is hereby granted to the owners of Lot 1 through 26, inclusive, Westin Hills West Two. A perpetual sanitary sewer and storm sewer easement is hereby reserved in favor of the City of Omaha over all of Outlots "A", Westin Hills West Two. A perpetual sidewalk and pedestrian easement is hereby granted to the public over all of Outlots "A", Westin Hills West Two. A permanent sanitary sewer easement has been reserved over portions of Lots 1 - 6, inclusive, Westin Hills West Two Replat One, as reflected in more particularity in said easement document recorded of record at Miscellaneous Book 1149, Page 12 in the Douglas County Register of Deeds Office and on the plat of Westin Hills West Two Replat One. A permanent easement in favor of the Papio-Missouri River Natural Resources District has been reserved over portions of Lots 1 - 13, inclusive, all in Westin Hills West Two Replat One, as reflected in more particularity in said easement document recorded of record at Miscellaneous Book 2161 Page 722 in the Douglas County Register of Deeds Office and on the plat of Westin Hills West Two Replat One. A permanent storm sewer and drainage easement has been reserved in favor of Sanitary and Improvement District No. 415 of Douglas County, Nebraska and the City of Omaha over portions of Lots 12 - 15, inclusive, all in Westin Hills West Two Replat One, as reflected in more particularity in said easement document recorded of record at Miscellaneous Book 2161 Page 722 in the Douglas County Register of Deeds Office and on the plat of Westin Hills West Two Replat One. A joint utility easement has been reserved in favor of Omaha Public Power District and Qwest Communications and any other company which has been granted a franchise to provide a cable television system, their successors and assigns, over portions of Lots 2 - 6, inclusive, Westin Hills West Two Replat One and Lots 16 - 26, inclusive, Westin Hills West Two, all as more particularly provided in the easement document dated May 21, 2001 to be recorded of record with the Douglas County Register of Deeds. 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 22 day of May 2001.

CELEBRITY TOWNHOMES, INC., a Nebraska corporation,
f/k/a CELEBRITY TOWNHOMES, 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., acting on behalf of said corporation.


Notary Public

