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By

RICHARD W FARLEY
REGISTER OF DEEDS
SARASOTA COUNTY, FL

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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. ("Declarant").

RECITALS

A. On July 23, 1998, a document entitled Declaration of Covenants, Conditions, and Restrictions of Westin Hills Townhomes (hereinafter the "Declaration") for Lots Twenty-four (24) through Fifty-nine (59), inclusive, WESTIN HILLS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots One (1) through Sixteen (16), inclusive, WESTIN HILLS REPLAT I, 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 1256 Page 458. 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 23, 1998.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on July 23, 1998 at Miscellaneous Book 1256 Page 458 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 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;

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FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: ATH

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) 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.

3. By deleting therefrom Article V and adding in its place and stead the following:

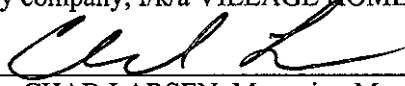
ARTICLE V
Architectural Control

No fence shall be commenced, erected or maintained upon the Properties, except fences erected by the Developer. 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 by any builder or Owner, the plans and specifications of which have been approved by the Declarant.

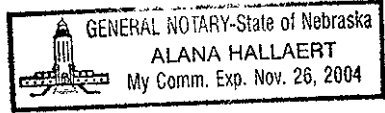
All other terms of said Declaration shall remain in full force and effect.

Dated this 13 day of December 2000.

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

By: 
CHAD LARSEN, Managing 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, Managing Member of Celebrity Townhomes, L.L.C., a Nebraska limited liability company, f/k/a Village Homes, L.L.C., acting on behalf of said limited liability company.


Notary Public

EXHIBIT "A"

- Lot 24, Westin Hills, n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-EIGHT; *mc-43449*
Lot 25, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-NINE; *mc-43450*
Lot 26, WestinHills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FORTY; *mc-43451*
Lot 27, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FORTY-ONE; *mc-43452*
Lot 28, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FORTY-TWO; *MC-43453*
Lot 29, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FORTY-THREE; *MC-43448*
Lot 30, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-THREE; *MC-43442*
Lot 31, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-FOUR; *MC-43443*
Lot 32, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-FIVE; *MC-43444*
Lot 33, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-SIX; *MC-43445*
Lot 34, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-SEVEN; *MC-43446*
Lot 35, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTEEN; *MC-43399*
Lot 36, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FOURTEEN; *MC-43402*
Lot 37, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT EIGHT; *MC-43394*
Lot 38, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT NINE; *MC-43395*
Lot 39, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TEN; *MC-43396*
Lot 40, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWELVE; *MC-43398*
Lot 41, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FIFTEEN; *MC-43403*
Lot 42, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT SIXTEEN; *MC-43404*
Lot 43, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-SIX; *MC-43414*
Lot 44, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-SEVEN; *MC-43415*
Lot 45, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-EIGHT; *MC-43416*
Lot 46, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-NINE; *MC-43417*
Lot 47, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-TWO; *MC-43410*
Lot 48, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-FIVE; *MC-43413*
Lot 49, Westin Hills n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-FOUR; *MC-43412*
Lots 50 - 54, inclusive, all in Westin Hills n/k/a Lots 1 - 8, inclusive, WESTIN HILLS REPLAT *MC-43457*
FORTY-EIGHT;
Lots 55 - 59, inclusive, all in Westin Hills n/k/a Lots 1 - 8, inclusive, WESTIN HILLS REPLAT *MC-43463*
FIFTY-ONE;
Lot 1, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT EIGHTEEN; *MC-43406*
Lot 2, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT NINETEEN; *MC-43407*
Lot 3, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-ONE; *MC-43419*
Lot 4, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT THIRTY-TWO; *MC-43421*
Lot 5, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FORTY-SIX; *MC-43455*
Lots 6 - 9, inclusive, all in Westin Hills Replat I n/k/a Lots 1 - 8, WESTIN HILLS REPLAT FIFTY; *MC-43462*
Lots 10 - 13, inclusive, all in WESTIN HILLS REPLAT I; *MC-43387*
Lot 14, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT FORTY-FOUR; *MC-43454*
Lot 15, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY; and *MC-43408*
Lot 16, Westin Hills Replat I n/k/a Lots 1 and 2, WESTIN HILLS REPLAT TWENTY-ONE; *MC-43409*