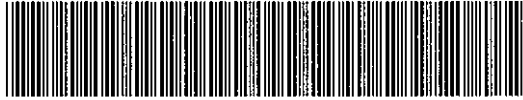




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MISC 2001 07734

EDWARD H TAREDA
REGISTER OF DEEDS
NICOLAS COUNTY, NE

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BKP _____ C/O _____ COMP Bw

DEL _____ SCAN *YY* FV _____

Fullenkamp, Doyle & Johnson
11440 W. Center Rd.
Omaha, NE. ~~681~~ 8144

V26550

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 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.

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 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.

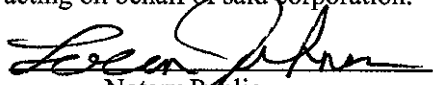
Dated this 22 day of May 2001.

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



Westin Hills and Westin Hills Replat One as of 5/3/01

- 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, Westin Hills 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-43421
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 FORTY-EIGHT; - mc-43457
Lots 55 - 59, inclusive, all in Westin Hills n/k/a Lots 1 - 8, inclusive, WESTIN HILLS REPLAT FIFTY-ONE; - mc-43463
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