

AMENDMENT TO PROTECTIVE COVENANTS III

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 March 29, 2002, a document entitled Declaration of Covenants, Conditions, and Restrictions of Westin Hills West Three Townhomes (hereinafter the "Declaration") for Lots 176 - 195, inclusive, and Lot 226, WESTIN HILLS WEST, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 - 31, inclusive, 33, 34, 36 - 65, inclusive, and 67 - 73, inclusive, all in WESTIN HILLS WEST REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; Lots 1 and 2, WESTIN HILLS WEST REPLAT 9, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and Lot 1, WESTIN HILLS WEST REPLAT 13, 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 1431 Page 669.

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 March 29, 2002.

NOW, THEREFORE, Declarant hereby declares that the Declaration recorded on or about March 29, 2002 at Miscellaneous Book 1431 Page 669 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 and maintenance of an underground watering system on each Lot, except that it shall remain the Owner's sole responsibility to provide water to such watering system and not interfere with the Association's operation and maintenance of such watering system. If any Owner interferes with such watering system, the Association's costs resulting from such interference may be assessed against such Owner's Lot. Owner shall remain liable for any damage caused to such system by any act or omission of such Owner or Owner's invitee, licensee or guest;

- (c) Painting of the exterior of each dwelling upon each Lot;
- (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.

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

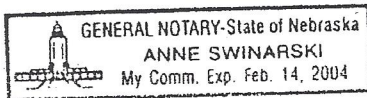
Dated this 4th day of August 2003.

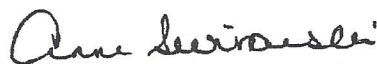
CELEBRITY TOWNHOMES, INC., a Nebraska corporation,

By: 
CHAD LARSEN, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of August 2003, the foregoing instrument was acknowledged before me, a Notary Public, by Chad Larsen, Vice-President of Celebrity Townhomes, Inc., a Nebraska corporation, acting on behalf of said corporation.




Notary Public