



MISC 2007141795



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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2007141795

**FIRST AMENDMENT TO THE AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, described as "Declarant"

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated January 12, 2001 was recorded on January 15, 2001 in Book 1365 at Pages 645 through 663 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska (the "Initial Covenants"), which Initial Covenants were recorded against the following real property:

Lots 1-320, 323 and Outlots A through D, of Fire Ridge Estates, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded;

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions dated December 30, 2005, was recorded on December 30, 2005 as Instrument No. 2005-164376 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska (the "Amended Covenants"), which amended the Initial Covenants in their entirety by setting forth and substituting in place of the Initial Covenants the Amended Covenants; and

WHEREAS, pursuant to Article XIV, Section 3 of the Amended Covenants, the Amended Covenants can be amended by the Declarant for any reason for two (2) years from the date the Amended Covenants were recorded; and

WHEREAS, Declarant, by this First Amendment to the Amended Declaration of Covenants, Conditions and Restrictions does hereby amend the Amended Covenants as set forth herein as to the following described property which is subject to the Amended Covenants:

Lots 1 through 189, 203 through 206, 209 through 287, 291 through 294, 298 through 311, 316, Replat I Lots 1 and 2, Replat II Lots 1 through 27, Outlots A through E, of Fire Ridge Estates, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded (hereinafter referred to as the

¹ Return to: James E. Lang, 11718 Nicholas Street, Suite 101, Omaha, NE 68154

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NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described in the above paragraph shall be held, sold and conveyed subject to the Amended Covenants as amended by the following amendments to the easements, restrictions, covenants and conditions set forth in the Amended Covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article II, Section 3 entitled "Property Manager Duties" on page 6 of the Amended Covenants shall be amended in its entirety to read as follows:

SECTION 5. PROPERTY MANAGER DUTIES. The Property Manager shall be hired by the Declarant and both the Declarant and Property Manager will have full, exclusive use of the garage and office area located in the Fire Ridge Clubhouse (the office is located in the southwest corner of the Fire Ridge Clubhouse), until the loan from the Declarant to the Association is paid in full and/or if the Declarant assigns use of these areas to the Association, in writing. These areas may be accessed by Members of the Fire Ridge Clubhouse with the permission of the Property Manager and/or Declarant. The Property Manager shall be responsible for scheduling and collecting monies for Fire Ridge Clubhouse reservations made by Members, the collection and billing of Clubhouse Dues, payment of expenses for the Fire Ridge Clubhouse and Monthly Assessments, and for making all other Association related payments and deposits. The Property Manager will automatically serve as Treasurer on the Board of Directors and will have the same authority as the other members of the Board of Directors. The Property Manager will be paid from the Association Dues and a reasonable fee for such payment shall be determined by the Declarant.

Article IX, Section 1 (p) shall be amended in its entirety to read as follows:

- (p) Curb grinds are required at the end of all driveways of all Improved Lots. Vertical siding is not allowed on any home, only Horizontal siding is permitted. Homes must have horizontal lap hardboard or cement board siding. Vinyl siding may be allowed if it meets the following guidelines: .044-.046 thickness, VSI certified, 6"-8" width and deeper profiling (which makes the siding appear more like wood). Decks cannot be treated wood and must be made of cedar or other approved material. Raised panel or other acceptable style garage door made of steel or vinyl is required for all garage doors. Wood siding is permissible for chimneys unless the Declarant deems that it must be faced with brick or stone. Direct vent fireplaces without a chimney are acceptable, except a vent for the fireplace is not allowed to come out on the front side of any home.

Article XIV, Section 3 shall be amended in its entirety to read as follows:

SECTION 3. AMENDMENT. As of the recording of this First Amendment to the Amended Covenants, there are a total of 320 residential lots in Fire Ridge Estates. These Declarations may be amended at any time during the next twenty (20) years as referred to

in Section 4. of this Article, by an instrument signed by the Owners of not less than ninety percent (90%) of the residential Lots covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the residential Lots covered by these Declarations. The Declarant shall have the right to amend these Declarations for any reason during the next five (5) years from the date this First Amendment to the Amended Covenants are recorded. Notwithstanding anything to the contrary contained herein, no provisions of these Covenants relating to the Fire Ridge Clubhouse may be amended without the prior written consent of the Declarant prior to the time that the loan made by the Declarant to the Association for the Fire Ridge Clubhouse is paid in full.

Except as otherwise amended herein, all of the terms and conditions of the Amended Covenants shall remain in full force and effect as written.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this First Amendment to the Amended Declarations of Covenants, Conditions, and Restrictions this 28th day of December, 2007.

FIRE-OMAHA, L.L.C., a Kansas limited liability company,

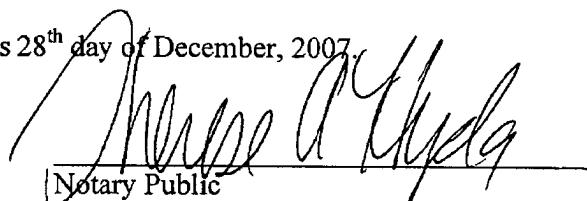
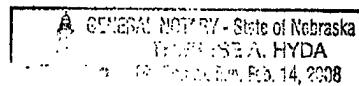
By: 

Shaune M. Miller, an authorized signator

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came Shaune M. Miller, personally known to me, to be an authorized signator of FIRE-OMAHA, L.L.C., a Kansas limited liability company, and acknowledged the execution of the above to be her voluntary act and deed on behalf of said company.

WITNESS my hand and notarial seal this 28th day of December, 2007.



A large, stylized handwritten signature of Shaune M. Miller.

Notary Public