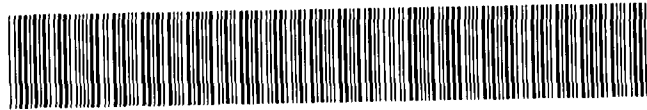


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**SECOND AMENDMENT TO THE AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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, the Amended Covenants were amended by a First Amendment to the Amended Declaration of Covenants, Conditions and Restrictions dated December 28, 2007 and recorded on December 28, 2007 as Instrument No. 2007-141795 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska (the "First Amendment to the Amended Covenants"); and

WHEREAS, pursuant to Article XIV, Section 3 of the First Amendment to the Amended Covenants, the Amended Covenants can be amended by the Declarant for any reason for five (5) years from the date the First Amendment to the Amended Covenants were recorded; and

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

RECORD & RETURN TO: James E. Lang, Laughlin, Peterson & Lang  
11718 Nicholas Street, #101, Omaha, NE 68154

LAPE1

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See Exhibit "A" attached hereto for the legal description of the property (hereinafter referred to as the "property or real property");

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 First Amendment to the Amended Covenants and as amended by the following amendments to the easements, restrictions, covenants and conditions set forth in the First Amendment to 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.

1. Article I, Section 5 entitled "Improved Lot" on page 2 of the Amended Covenants shall be amended in its entirety to read as follows:

**SECTION 5. IMPROVED LOT.** Improved Lot shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling together with any Lot or part of any Lot extending the property lines or area of such Lot(s).

2. Article II, Section 2 entitled "Clubhouse Dues" on page 4 and 5 of the Amended Covenants shall be amended, in part, as follows:

Effective January 1, 2011, the Clubhouse Dues shall increase to \$70.00 per month (\$840.00 per year). All of the other terms and conditions set forth in Section 2, Article II, including, but not limited to, those terms and conditions which relate to increasing or decreasing Clubhouse Dues, shall remain in full force and effect as written.

3. Article VI, Section 3, on page 9 of the Amended Covenants shall be amended in its entirety to read as follows:

**SECTION 3. MONTHLY ASSESSMENTS.** The Board of Directors shall have the authority to levy and assess from time to time against any and all Lot(s) and lot owners any Monthly Assessments for the purpose of meeting the requirements of Section 1 of Article VII herein. Such Monthly Assessments as of this recording date are \$12.00 per month for each Lot owned which shall increase to \$14.00 per month for each Lot on January 1, 2011 (refer to Section 10 of this Article).

4. Article VI, Section 4, on page 9 of the Amended Covenants shall be amended in its entirety to read as follows:

**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** The Association may levy special assessments from time to time against any owned Lot for the purpose of meeting the requirements of Article VI, Section 2 herein for the costs of any construction, reconstruction, repair or replacement of any capital

improvements on or within the Common Areas, including Outlots, Entrances, Clubhouse and Common Grounds, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of membership who shall vote in person or by proxy at a meeting duly called for such purpose.

5. Article VII, Section 4, subparagraph (a), on page 13 of the Amended Covenants shall be amended in its entirety to read as follows:

(a) Maintain and repair the entrance signs, street signs and keep such signs and the area upon which they are located, in good repair and in good condition. The Association shall not be responsible for maintaining the mailboxes. Mailboxes needing replacement shall be purchased from the Association and installed by an installer approved by the Association, which approval must be obtained prior to such installation.

6. Article IX, Section 1, subparagraph (d), on page 14 of the Amended Covenants shall be amended, in part, as follows:

Article IX, Section 1, subparagraph (d), shall be amended to provide that an Owner may choose any sanitation company to remove trash, waste and lawn waste from his or her Lot, however, the pickup date of the week for the pickup of this material must be the same day that the City of Omaha, Nebraska, picks up such material which, as of the date hereof, is Friday. Except as otherwise amended herein, the remaining provisions in Article IX, Section 1 (d), shall remain in full force and effect as written.

7. Article IX, Section 1, subparagraph (c), shall be amended to provide that no dog shall remain tethered outside on any Lot for a period of over 15 minutes per hour as per City of Omaha regulations. No dog shall remain fenced or leashed outside if barking continues more than 5 minutes. Except as amended herein, the remaining terms and conditions of Article IX, Section 1, subparagraph (c), shall remain in full force and effect as written.

8. Article IX, Section 1, subparagraph (o), shall be amended to state that full sod, sprinklers and sidewalks are required on all Lots not owned by Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front lot building lines unless otherwise approved by the Declarant. Except as amended herein, the remaining terms and conditions of Article IX, Section 1, subparagraph (o), shall remain in full force and effect as written.

9. Article IX, Section 1, subparagraph (q), shall be amended to provide that trampolines are not permitted on vacant Lots. Except as amended herein, the remaining terms and conditions of Article IX, Section 1, subparagraph (q), shall remain in full force and effect as written.

10. Article IX, Section 1, subparagraph (v), is hereby deleted in its entirety.



LOTS 1 THRU 82, INCLUSIVE, AND  
LOTS 85 THRU 189, INCLUSIVE, AND  
LOTS 216 THRU 228, INCLUSIVE, AND  
LOTS 231 THRU 236, INCLUSIVE, AND  
LOTS 244 THRU 246, INCLUSIVE, AND  
LOTS 268 THRU 287, INCLUSIVE, AND  
LOTS 291 THRU 294, INCLUSIVE, AND  
LOTS 298 THRU 311, INCLUSIVE, AND

75-12134

LOT 316 AND OUTLOTS "A", "B", "D" AND "E" IN FIRE RIDGE ESTATES

AND

LOTS 1 THRU 27, INCLUSIVE, IN FIRE RIDGE ESTATES REPLAT 2

75-12136

AND

LOT 1 IN FIRE RIDGE ESTATES REPLAT 3

75-12137

AND

LOT 1, IN FIRE RIDGE ESTATES REPLAT 4

75-12138

AND

LOTS 1 THRU 19, INCLUSIVE, IN FIRE RIDGE ESTATES REPLAT 5

AND

LOTS 1 THRU 8, INCLUSIVE, AND OUTLOT "A" IN FIRE RIDGE ESTATES  
REPLAT 6

75-12157

**EXHIBIT "A"**