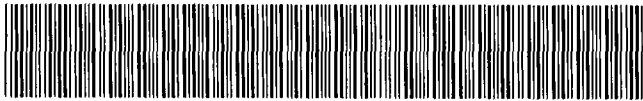


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[FOR RECORDING PURPOSES]

After Recording Return To: Mark L. Brasee, Esq., 409 S. 17<sup>th</sup> Street, Suite 500, Omaha, NE 68102

**THIRD AMENDMENT TO AMENDED DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS**

**REMOVAL OF DECLARANT CONTROL**

This Third Amendment to the Amended Declaration of Covenants, Conditions, Restrictions is made as the date shown on the close of this instrument, by Fire-Omaha, L.L.C., a Kansas limited liability company ("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

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WHEREAS, the Amended Covenants were amended by a Second Amendment to the Amended Declaration of Covenants, Conditions and Restrictions dated September 22, 2011 and recorded on October 5, 2011 as instrument No. 2011-084286 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska (the "Second 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; The Amended Covenants, First Amendment to the Amended Covenants and Second Amendment to the Amended Covenants are hereinafter referred to as the "Declarations"); and

WHEREAS, Declarant by this Third Amendment to the Amended Declaration of Covenants, Conditions and Restrictions (the "Third 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 Third Amendment to the Amended Covenants:

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 Declarations, and as amended hereby, 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 V, "Membership and Voting Rights" shall be amended to read as follows:

**SECTION 1.** Every owner of a Lot shall be a member of the Association. Each Lot Owner is empowered to enforce the Covenants. Membership of the Association shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to any assessment.

**SECTION 2.** Members holding 1/10 of the votes entitled to be cast represented in person or by proxy shall constitute a quorum.

**SECTION 3.** The Association shall have voting members. Each Member shall be entitled to one vote for each lot owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided, however, that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

2. Article XIV, Section 3, "Amendment" shall be amended to read as follows:


**SECTION 3. AMENDMENT.** As of the recording of these Declarations, 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 these Declarations.

3. Removal of Declarant Control. In addition to the provisions of Paragraphs 1 and 2 hereof and not in limitation thereof, Declarant hereby assigns any and all of its rights, powers and duties under the Declarations, as amended hereby, to the Association. Any reference in the Declarations, as amended hereby, to the rights, powers and duties of the Declarant shall hereafter be the right, power and duty of the Association. The Declarant hereby acknowledges the payment in full of the Clubhouse Mortgage.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Third Amendment to the Amended Declarations of Covenants, Conditions, and Restrictions this 6th day of February, 2012.

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

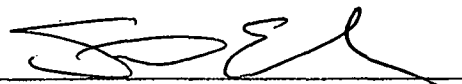
By:   
Brad Fire, As Member

STATE OF Kansas )  
                                  ) ss.  
COUNTY OF Johnson )

Before me the undersigned, a notary public, personally came Brad Fire, 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/his voluntary act and deed on behalf of said company.

WITNESS my hand and notarial seal this 6th day of February, 2012.

**STUART EHLERS**  
NOTARY PUBLIC  
STATE OF KANSAS  
618654.01  
My Appointment Expires 6-2-2013

  
Notary Public

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

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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

75-12139

AND

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

75-12157

**EXHIBIT "A"**