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INDEXED**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THESE DECLARATIONS, 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, Declarant, whether one or more, is the owner of certain property in Douglas County, Nebraska, more particularly described as follows:

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

WHEREAS, Declarant desires to make all of the above described property subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, 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 I
DEFINITIONS**

SECTION 1. "ASSOCIATION" shall mean and refer to Fire Ridge Estates Homeowners Association, Inc., a Nebraska nonprofit corporation, its successors and assigns.

SECTION 2. "OWNER" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and

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- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the purchasers obligation under the contract.

SECTION 3. "PROPERTIES" shall mean and refer to:

Lots 1 through 320, inclusive, of Fire Ridge Estates, a subdivision located in Douglas County, Nebraska, as surveyed, platted and recorded,

together with any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "LOT" shall mean and refer to any platted Lot shown upon any recorded subdivision map of the Properties or one of two parcels resulting from a Lot split of a duplex zoned Lot with exception of Lots 321, 322 and 323, and Outlots A, B, C and D, all in the Fire Ridge Estates Subdivision.

SECTION 5. "IMPROVED LOT" shall mean and refer to any Lot included within the Properties upon which shall be erected a completed dwelling.

SECTION 6. "DECLARANT" shall mean and refer to all persons and entities signing this instrument, their successors and assigns.

SECTION 7. "COMMON AREA" shall mean and refer to Outlots A, B, C and D, inclusive, Fire Ridge Estates, and any improvements thereon, which Outlots shall be owned by the Association, and any additional real property owned by the Association. The Association shall own and maintain the common area.

SECTION 8. "COMMON FACILITIES" may include parks (public or otherwise); dedicated and non-dedicated roads, paths, ways and green areas; signs; and entrances for Fire Ridge Estates, and other improvements and facilities owned by the Association and/or Sanitary and Improvement District No. 461 of Douglas County, Nebraska (SID 461).

SECTION 9. "THE FIRE RIDGE CLUB" shall mean and refer to the clubhouse, tennis courts, pool and other improvements to be constructed and owned by the Declarant, which will be located on Lot 323, Fire Ridge Estates, and which will be utilized by the Owners of an Improved Lot, and their family and guests, and the Owners of an Improved Lot, and their families and guests, within the proposed approximate 80 acre parcel of real property adjoining the Fire Ridge Estates Subdivision to the west known as Fire Ridge West Subdivision ("Fire Ridge West") if the Declarant elects to include Fire Ridge West as an area which has the right to use the Fire Ridge Club.

SECTION 10. "COMMUNITY RECREATION" shall mean recreational activities consisting of tennis, basketball, swimming, exercising, weight lifting, ping pong, pool, darts, cards, board games, shuffle board, arcade games, watching television, and recreational gatherings of the Owners of Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of Fire Ridge West, if included by the Declarant) not in excess of 80 persons within the gathering room of the clubhouse and other recreational games and activities which are generally and ordinarily conducted within a community recreational facility setting by and for the Owners of Improved Lots and their families and guests (and the Owners of Improved Lots and their families and guests of Fire Ridge West, if included by the Declarant).

ARTICLE II THE FIRE RIDGE CLUB

SECTION 1. PURPOSE. The Declarant is the owner of Lot 323, Fire Ridge Estates. The Declarant shall construct a clubhouse, tennis courts, pool and other improvements on Lot 323, Fire Ridge Estates, which lot and improvements shall be known as the Fire Ridge Club. After construction of such improvements, the Declarant shall remain the owner of the Fire Ridge Club. The purpose of The Fire Ridge Club shall be to provide a facility for Community Recreation as defined in Article I, Section 10 of these Covenants, consisting of the clubhouse, pool, tennis courts, fitness facility and other recreational facilities for the Owners of the Improved Lots and their family and guests, and the Owners of Improved Lots and their families and guests of Fire Ridge West, if subsequently included by the Declarant pursuant to Article II, Section 3 of these Covenants. Each Owner of an Improved Lot within the Fire Ridge Estates Subdivision shall be a member of the Fire Ridge Club. Each Owner of an Improved Lot shall pay monthly membership dues in order to belong to the Fire Ridge Club (the "Fire Ridge Club Dues"). The monthly membership Fire Ridge Club Dues shall be paid by the Owner of an Improved Lot as part of the Monthly Assessments charged by the Association under these Covenants. The Association shall then segregate such dues and deliver such dues to the Declarant on a monthly basis. The Fire Ridge Club Dues shall be utilized to maintain, operate and pay for the Fire Ridge Club. The initial monthly Fire Ridge Club Dues shall be \$65 per month. The Declarant reserves the right to increase or decrease such Fire Ridge Club Dues, however, the Declarant shall not charge Fire Ridge Club Dues in excess of \$100 per month without the consent of a majority of the Owners of the Improved Lots within Fire Ridge Estates. In no event, shall the Fire Ridge Club Dues be increased in excess of \$65 per month prior to January 1, 2004. In the event the Owner of an Improved Lot fails to pay his or her Fire Ridge Club Dues, the Association shall have the authority and power to enforce the collection of such Fire Ridge Club Dues pursuant to these Covenants, further, in the event of such nonpayment, the Association and/or the Declarant shall also have the right to not permit the Owner the use of the Fire Ridge Club during the period when such Fire Ridge Club Dues are delinquent. The Declarant shall also have the right to establish Rules and Regulations for the operation and use of the Fire Ridge Club, which Rules and Regulations shall be in writing and provided to the Owner of an Improved Lot.. Each Owner of an Improved Lot shall execute a statement acknowledging the receipt, review and acceptance of such Rules and Regulations, which receipt must be on file with the Fire Ridge Club in order for

such Owner of an Improved Lot and their families and guests to use the facilities at the Fire Ridge Club.

SECTION 2. USE RESTRICTED TO COMMUNITY RECREATION. Lot 323, Fire Ridge Estates, and the improvements to be constructed thereon by the Declarant as described in Section 1, Article II of these Covenants, which lot and improvements are described herein as The Fire Ridge Club, shall be used only by the Declarant and the Owners of the Improved Lots, and their guests, for Community Recreation as defined in Article I, Section 10, and as a facility for Community Recreation and for no other purpose. The Fire Ridge Club shall not be used for any commercial activity and shall at all times remain a facility for Community Recreation and a non-commercial facility. The Owners of the Improved Lots shall be permitted to reserve and utilize the gathering room within The Fire Ridge Club for recreational gatherings for their families and guests not in excess of 80 persons. The Fire Ridge Club shall not be rented out. The Declarant and/or the Association shall have the right to require a reasonable deposit for the recreational gatherings of the Owners of Improved Lots and their families and guests. In the event the Declarant should ever convey any of its interest in Lot 323, Fire Ridge Estates, and any of the improvements described herein which constitutes The Fire Ridge Club, such conveyance shall at all times be subject to the use restrictions of these Covenants which restrict the use of Lot 323, and the improvements thereon, to Community Recreation for the Owners of Improved Lots and their families and guests, and for no other purposes. Notwithstanding any provision contained herein to the contrary, the use restrictions set forth in this Article II of the Covenants may not be amended without the written approval of the City of Omaha.

SECTION 3. FIRE RIDGE WEST. The Declarant reserves the right to include the approximately 80 acre parcel of real estate which adjoins the Fire Ridge Estates Subdivision to the west and which is now known as Fire Ridge West ("Fire Ridge West") as an area where the Owners of Improved Lots within the Fire Ridge West Subdivision can utilize the Fire Ridge Club to the same extent and on the same terms that the Owners of Improved Lots are entitled to use the Fire Ridge Club under these Covenants. In order to include the Owners of the Improved Lots of Fire Ridge West as Owners of Improved Lots that are entitled to utilize the Fire Ridge Club, the Declarant must file an amendment to these Covenants stating that the Owners of the Improved Lots within Fire Ridge West are entitled to utilize the Fire Ridge Club on the same terms that the Owners of Improved Lots within the Fire Ridge Estates Subdivision are entitled to use the Fire Ridge Club under these Covenants. Upon recording such amendment with the Register of Deeds, Douglas County, Nebraska, the Owners of Improved Lots within Fire Ridge West will then be entitled to utilize the Fire Ridge Club upon the same terms and conditions that the Owners of Improved Lots within the Fire Ridge Estates Subdivision are entitled to utilize the Fire Ridge Club under these Covenants, including, but not limited to, the payment of the Fire Ridge Club Dues as provided herein.

ARTICLE III OUTLOTS A, B, C AND D FIRE RIDGE ESTATES

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The Association shall own and maintain Outlots A, B, C and D, Fire Ridge Estates. Outlot A, Fire Ridge Estates, is adjacent to the 195th and Pacific entrance and Outlot B, Fire Ridge Estates is adjacent to the Pacific and Boulevard entrance. Outlots A and B, Fire Ridge Estates, shall be owned and maintained as a Common Area abutting these entrances by the Association. The Association shall have the right to install and maintain, grass, sod, landscaping, entrance signs, trees and other improvements which are ordinarily provided in subdivisions adjacent to public right-of-way entrances within Outlots A and B, Fire Ridge Estates.

Outlot C, Fire Ridge Estates, consists of an area of approximately three acres east of the Boulevard and north of Harney Street. Outlot D, Fire Ridge Estates, consists of approximately three acres and is located west of the Boulevard and north of Harney Street. Outlots C and D, Fire Ridge Estates, are both subject to a recorded power line easement in favor of the Omaha Public Power District ("OPPD"). Subject to the terms of the power easement, the Association shall own and maintain Outlots C and D as Common Area for the benefit of the Owners of Properties and their guests. Subject to the OPPD easement, the Association will have the right to seed, sod, landscape, install trees and install and construct recreational facilities within Outlots C and D, and pay for the installation, construction and maintenance of such improvements.

ARTICLE IV PROPERTY RIGHTS

SECTION 1. VOTING RIGHTS. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members or such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

SECTION 2. PARKING RIGHTS. Ownership of any Lot shall entitle the Owner or Owners thereof to such parking rights as shall be available upon such Lot.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

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

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

SECTION 3. The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

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CLASS A: Class A Members shall be all Owners, including the Declarant. Each Class A 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.

CLASS B: Class B Members shall be the Declarant or its successors and assigns which shall be entitled to three votes for each Lot owned by the Declarant or his successors or assigns (in addition to Declarant's number of votes as a Class A member). The Class B membership shall terminate (with the Declarant or its successors and assigns then still entitled to one vote for each Lot owned by the Declarant or his successors and assigns as a Class A member) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2006.

ARTICLE VI COVENANT FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant hereby covenants for each Improved Lot and for each Owner of any Improved Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract, that it is, and shall be, deemed to covenant and agree to pay to the Association;

- (1) Monthly assessments for the repair, maintenance and improvement of the Common Area, and operational expenses of the Association, (the "Association Monthly Assessment"), and
- (2) The collection of the Fire Ridge Club Dues for The Fire Ridge Club pursuant to Article II of these Covenants, and
- (3) Special assessments for capital improvements, and

as such assessments shall be established and collected as hereinafter provided. The special assessments and monthly assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment shall be made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the property at the time when the assessment became due. The

personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by them.

SECTION 2. PURPOSES OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation and welfare of the residents in the Properties for the ownership, maintenance, construction, reconstruction and repair of the Common Area and the roadway, utilities and improvements within the Common Area for The Fire Ridge Club dues as set forth in Article II hereof, and other matters as more fully set out in Article VII herein.

SECTION 3. MONTHLY ASSESSMENTS. The Board of Directors shall have the authority to levy and assess from time to time against an Improved Lot any monthly maintenance Assessment for the purpose of meeting the requirements of Section 1 of Article VII herein.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. The Association may levy special assessments from time to time against an Improved Lot for the purpose of meeting the requirements of Section 2 of Article VI herein for the costs of any construction, reconstruction, repair or replacement of any capital improvements on or within the Common Area, 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.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 1. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article VI shall be sent to all Members not less than 10 days nor more than 50 days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any such subsequent meeting shall be held within 60 days following the preceding meeting.

SECTION 6. RATE OF ASSESSMENT. The Association Monthly Assessments shall be paid prorata by the Owners of all Improved Lots based upon the total number of Improved Lots. The Association Monthly Assessments may be collected on a monthly or other periodic basis by the Association. The Board of Directors of the Association shall fix the amount of the monthly or other periodic assessments against each Improved Lot. Written notice of the assessment shall be sent to every Owner subject thereto. The dates payments are due shall be established by the Board of Directors. The special assessments for capital improvements shall only be assessed against the Improved Lot for which the costs of such construction, reconstruction, repair or replacement of any capital improvements occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether or not all assessments on a specified Improved Lot have been paid. A properly

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executed certificate of the Association as to the status of assessments, on a particular Improved Lot shall be binding upon the Association as of the date of its issue by the Association.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate allowable by law in the State of Nebraska, which at the time of the execution of these Declarations, is sixteen percent (16%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any Court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment or title transfer of such Owner's Lot.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if such Board of Directors determines that such lien has no value to the Association. No mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

SECTION 9. ABATEMENT OF DUES AND ASSESSMENTS. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period of such Lot is owned by the Declarant.

SECTION 10. MAXIMUM ANNUAL DUES. The maximum Association Monthly Assessments, including the Fire Ridge Club Dues to be paid to The Fire Ridge Club, shall not exceed \$100.00 per month through January 1, 2006. Thereafter, the Board of Directors shall be permitted to raise the annual dues, if necessary, however, such annual dues shall not exceed 125% of the aggregate dues charged in the previous calendar year.

ARTICLE VII HOMEOWNERS' ASSOCIATION

SECTION 1. THE ASSOCIATION. Declarant has caused or will cause the incorporation of Fire Ridge Estates Homeowners Association, Inc., a Nebraska not for profit

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corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Fire Ridge Estates Subdivision, including:

- (a) The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of the Common Area and the Common Facilities thereon, for the general use, benefit and enjoyment of the Members and their guests. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas (including landscaping); and signs and entrances for Fire Ridge Estates. Common Facilities may be situated on the Common Area, on property owned or leased by the Association, on Park Lot within the Fire Ridge Estates, on private property subject to an easement in favor of the Association, on public property, or on property owned by a Sanitary and Improvement District.
- (b) The collection of the Fire Ridge Club Dues for The Fire Ridge Club and segregating and paying such dues to the Declarant pursuant to Article II of these Covenants.
- (c) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of the Common Area and the Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Area and Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Area and Common Facilities.
- (d) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Fire Ridge Estates Subdivision; and the protection and maintenance of the residential character of the Fire Ridge Estates Subdivision.
- (e) The enforcement of the Covenants against any person or Owner who is in violation of such Covenants including, but not limited to, bringing the appropriate action in law or equity to enforce the Covenants and to enjoin any violation of these Covenants.

SECTION 2. MEMBERSHIP AND VOTING. Membership and voting in the Association shall be as set forth in Article V of these Covenants. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land

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contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration.

Declarant anticipates that additional phases of Fire Ridge Estates will be developed by Declarant or other developers. From time to time, without the consent or approval of an Owner or Member, the Association may, with Declarant's approval, be expanded to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is developed as a phase of the Fire Ridge Estates Subdivision. Such expansion(s) may be effected from time to time by recordation with the Register of Deeds of Douglas county, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"), provided that if the Subsequent Phase Declaration is recorded by a person or entity other than Declarant, the inclusion of additional residential lots in the Association must be approved by Declarant. Upon the recordation of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article V, and the owners of the additional residential Improved Lots shall be members of the Association with all rights, privileges and obligations accorded or accruing to members of the Association.

SECTION 3. PURPOSES AND RESPONSIBILITIES. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- (a) The acquisition, development, maintenance, repair, replacement, operation and administration of the Common Area and Common Facilities, and the enforcement of the rules and regulations relating to the Common Area and Common Facilities.
- (b) The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, public property, Boulevard, walking trail, Common Area, or Park Lot within or near Fire Ridge Estates.
- (c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- (d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering the Common Area and any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

- (e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- (f) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- (g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- (h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- (i) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- (j) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
- (k) The collecting of membership dues for the Fire Ridge Club and delivering such membership dues to the Declarant, or its successors or assigns.
- (l) The enforcement of these Covenants, including, but not limited to, the bringing of the appropriate action in either law or equity to enforce the Covenants and to enjoin the violation of any of the Covenants by way of a temporary restraining order, temporary injunction, permanent injunction and/or mandatory injunction, all parties agreeing that in the event of a violation of the Covenant, the Association shall have no adequate remedy at law, and any and all other rights and remedies provided by law, including an action for damages.

SECTION 4. MANDATORY DUTIES OF THE ASSOCIATION. The Association shall:

- (a) Maintain and repair the signs which have or will be installed by Declarant at the residential entrances along Pacific Street, in good repair and neat condition;
- (b) Maintain, repair, and replace as necessary all fences and trees, shrubs, and other natural barriers and green areas constructed on and along the mixed-

use lots and on and along the Park Lot, so that such are in good repair and neat condition;

- (c) In the event any Owner of a Lot shall fail to perform and fulfill his obligations and responsibilities under this Declaration, and if such failure continues for thirty (30) days after written notice to the Owner from the Association, the Association shall perform or have performed such obligation or responsibility. If the Association undertakes to perform or have performed the responsibilities of the Owner, the cost of such performance plus a fifteen percent (15%) administrative charge shall be assessed against the Owner, and the Owner shall be obligated to promptly pay such sums to the Association. Assessment of such costs shall be made by written demand from the Association for payment by the Owner. If such assessment is not paid within thirty (30) days after written demand from the Association, such assessment shall constitute a lien on the Lot, which lien shall attach, have the priority and be enforceable by the Association in the same manner as liens for assessments and dues as provided in this Article II;
- (d) Maintain, repair, construct, and replace, as necessary the irrigation systems constructed by Declarant.

ARTICLE VIII ARCHITECTURAL CONTROL AND PLAN AND IMPROVEMENT APPROVAL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plantings be planted or maintained upon the Properties, until the plans and specifications therefore, showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to their complying with these Covenants, including, but not limited to Article IX hereof, 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 Declarant. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

ARTICLE IX GENERAL RESTRICTIONS AND OTHER PROVISIONS

SECTION 1. RESTRICTIONS. Every Owner shall have full rights of ownership and full use and enjoyment of his Lot, subject to the following restrictions:

- (a) No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the

Properties, unless such fences or enclosures shall have first been authorized in writing by the Declarant. No sheds, clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon. No exterior television or radio antenna shall be erected on any Lot within the Properties; provided however, that with the written approval of the Declarant, a satellite dish measuring 18 inches or less in diameter may be erected so long as such satellite dish is hidden from the view of the adjoining Properties.

- (b) No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than non-exotic household pets. No such pet shall be kept, bred or maintained for commercial purposes. No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to those numbers permitted under the laws and ordinances of the City of Omaha. All pets shall be confined to the Lot by fencing or leashed when outside the residential structure and patio area. All unpleasantries created by the household pet shall be the responsibility of the Owner, and he shall be obligated to clean up after the animal. No Dog Runs shall be allowed.
- ⊙ No noxious, offensive, or illegal activity shall be carried on upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash receptacles or incinerators shall be permitted on any Lot.
- (d) No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. The foregoing restriction in this Article shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, or its agents and assigns, during the development and sale of Lots.
- (e) No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating,

constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

- (f) The use of private barbecue grills and the outside use or storage of barbecue grills on any Lot may be subject to written regulations, restriction or exclusion by the Association.
- (g) No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Declarant.
- (h) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, detailed landscaping plans, and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
- (I) Declarant shall review such plans in light of the conditions and restrictions in Article VIII and IX of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Fire Ridge Estates subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Unusual designs and improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality

residential community, Declarant may refuse approval of the proposed Improvement.

- (j) The exposed front (street facing) foundation walls and any side or rear foundation walls that front to the street, such as the side foundation walls on a house on a corner lot, must be constructed of or faced with brick, stone or other material approved in writing by Declarant. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Roof shingles shall be heritage type shingles, or another type of shingle approved by the Declarant. All exterior colors must be submitted for approval to and approved in writing by the Declarant. Only exterior colors of certain earthtone hues will be acceptable.
- (k) No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
- (l) No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside of any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other Improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.
- (m) No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup purposes. Declarant may specify one trash collector company to be used by all property owners, with the cost of such trash collector to be paid by the property owners. No garden lawn or maintenance equipment of any kind whatsoever shall

be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. Produce or vegetable gardens may only be planted and maintained in rear yards, and the size of such garden shall not exceed ten (10%) percent of the total lot size.

- (n) Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
- (o) No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line unless otherwise approved by Declarant. No fence may be installed without the prior written approval of the Declarant. All fences shall be wood cedar that is six feet in height of a board on board scalloped design, or decorative black rod iron which is six feet in height, except the corner lots which abut the east right of way line of H.W.S. Cleveland Boulevard whose side yard faces H.W.S. Cleveland Boulevard shall only be a six foot high black decorative rod iron fence. No painting of fences is permissible and natural color stains shall only be permitted on wood fencing. All decorative rod iron fences shall be of a black color only. There shall be no chain link or wire fences. In all events, installed fences must comply with applicable set back, height and other fence requirements imposed by the City of Omaha. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant.
- (p) No tennis courts shall be allowed on any residential lots.
- (q) No swimming pool may extend more than one foot above ground level.
- (r) Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards.

ARTICLE X BOUNDARY FENCES

SECTION 1. Declarant may construct a boundary fence along Pacific Street. The Boundary Fence is situated on the south boundary line of Lots 1 through 12, inclusive and Outlots A and B. All such lots are collectively referred to as the "Boundary Lots".

1

SECTION 2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant and the Fire Ridge Estates Homeowners Association to maintain, repair and replace the Boundary Fence and any signs installed on or near the Boundary Fence. Without limitation of the rights and easements granted by this Declaration, the Declarant or Association may come upon any of the boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing, and replacing the Boundary Fence

SECTION 3. The rights and easements granted in this Article shall fully and finally terminate as to any Boundary Lot if: (I) the owner of the Boundary Lot gives written notice to the Association that the Association has failed to maintain the Boundary Fence on the Owner's Lot in neat and orderly condition and in good repair; and (ii) the Association fails to place the Boundary Fence on the Owner's Lot into good order and repair within ninety (90) days after the written notice.

ARTICLE XI INSURANCE

The Association may purchase and provide insurance of the type(s) and in the amounts that the Board of Directors deem necessary.

ARTICLE XII ACCESS TO LOTS

The Association, its officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

ARTICLE XIII UTILITY METERS AND SERVICE LINES

In order to facilitate the installation, operation, maintenance and repair of an underground watering system, such Lots as shall be designated from time to time by the Association shall have a dual metering system for water so as to permit the drawing of water for watering of the lawns, shrubs, trees and other vegetation located upon the Lots. It is understood that the amount of water metered for the residential use on any such Lot shall be paid for by the Owner of each Lot receiving water.

ARTICLE XIV GENERAL PROVISIONS

SECTION 1. ADDITIONAL PHASES OF FIRE RIDGE ESTATES. Declarant anticipates that additional phases of Fire Ridge Estates (including Fire Ridge West) will be developed by Declarant or other developers. From time to time, without the consent or approval of an Owner or Member, the Association may, with Declarant's approval, be expanded to include additional residential lots in any subdivision which is contiguous to any of the Lots, or which is

developed as a phase of the Fire Ridge Estates Subdivision. Such expansion(s) may be effected from time to time by recordation with the Register of Deeds of Douglas County, Nebraska, of a Declaration of Covenants, Conditions, Restrictions and Easements, setting forth the identity of the additional residential lots (hereinafter the "Subsequent Phase Declaration"), provided that if the Subsequent Phase Declaration is recorded by a person or entity other than Declarant, the inclusion of additional residential lots in the Association must be approved by Declarant. Upon the recordation of any Subsequent Phase Declaration which expands the residential lots included in the Association, the additional lots identified in the Subsequent Phase Declaration shall be considered to be and shall be included in the "Lots" for purposes of this Article V, and the owners of the additional residential Improved Lots shall be members of the Association with all rights, privileges and obligations accorded or accruing to members of the Association.

SECTION 2. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

SECTION 4. AMENDMENT. These Declarations may be amended at any time during the initial twenty (20) year term referred to in Section 4, hereafter, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots then covered by these Declarations. The Declarant shall have the right to amend these Declaration for any reason during the initial term of five (5) years from the date these Declarations are recorded.

SECTION 5. TERM. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

SECTION 6. ASSIGNMENT OF ARCHITECTURAL REVIEW AND APPROVAL. The Declarant shall have the right to assign its authority as set forth in the Covenants for review and approval of building plans and improvements to the Board of Directors of the Association or to an Architectural Control Committee, and upon such assignment, such persons or entity shall have the authority to approve building plans and improvements of the Declarant as set forth in these Covenants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed these Declarations of Covenants, Conditions and Restrictions this 12 day of February, ~~2000~~
2001.

THE FIRE GROUP PARTNERSHIP, a
Nebraska general partnership,

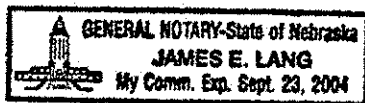
By: [Signature]
Laura Lasher, a general partner

By: [Signature]
Shaune M. Miller, a general partner

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

Before me the undersigned, a notary public, personally came Laura Lasher and Shaune M. Miller, personally came Laura Lasher and Shaune M. Miller, personally known to me, to be the general partners of THE FIRE GROUP PARTNERSHIP, a Nebraska general partnership, and acknowledged the execution of the above to be their voluntary act and deed on behalf of said company.

WITNESS my hand and notarial seal this 12th day of January, ²⁰⁰¹~~2000~~.



[Signature]
Notary Public

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SIGNATURE REQUIRED
RECORDING FEE REQUIRED
COUNTY CLERK'S OFFICE

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**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS
PURSUANT TO THE DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
FOR FIRE RIDGE ESTATES IN
DOUGLAS COUNTY, NEBRASKA**

This Assignment is entered into by and between The Fire Group Partnership, a Nebraska general partnership ("Assignor"), and Fire-Omaha, LLC, a Kansas limited liability company ("Assignee").

WHEREAS, Assignor is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions dated January 12, 2001, and recorded January 16, 2001, in Book 1365 at Page 645 of the Miscellaneous Records of Douglas County, Nebraska, against the following described real property, to-wit:

Lots 1 through 323, inclusive, and Outlots A, B, C, D and E, in FIRE RIDGE ESTATES, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Declaration").

WHEREAS, Assignor agrees to assign and Assignee agrees to assume Assignor's rights, obligations and duties under the Declaration.

NOW, THEREFORE, the parties agree:

1. Assignor hereby assigns to Assignee all of its rights, obligations and duties as Declarant under the Declaration.
2. Assignee hereby assumes all of Assignor's rights, obligations and duties as Declarant under the Declaration arising after the date hereof.
3. Accordingly, Assignee is hereby the Declarant under the Declaration effective immediately.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year set forth below.

Misc. 17900.
FEE 177. FB 00-12134
3 BKP _____ C/O _____ COMP Y
328 DEL _____ SCAN CR FV _____

✓ 9774

#167.

ASSIGNOR:

THE FIRE GROUP PARTNERSHIP, a
Nebraska general partnership,

By: [Signature]
Laura Lasher, General Partner

By: [Signature]
Shaune Miller, General Partner

P. J. MORGAN REAL ESTATE COMPANY,
a Nebraska corporation, as Temporary Receiver,

By: [Signature]
Walt Pfeiffer, ~~Agent~~ Receiver for
The Fire Group Partnership

ASSIGNEE:

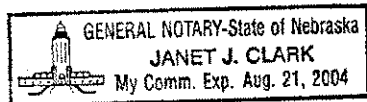
FIRE-OMAHA, LLC, a Kansas limited liability
company,

By: [Signature]
Bradley Fire, Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Laura Lasher, general partner of The Fire Group Partnership, a Nebraska general partnership, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal this 15 day of October, 2001.

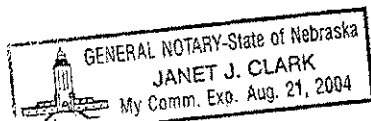


[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Shaune Miller, general partner of The Fire Group Partnership, a Nebraska general partnership, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal this 15 day of October, 2001.

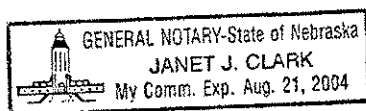


Janet J. Clark
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Agent Before me, a Notary Public qualified for said County and State, personally came Walt Pepper, on behalf of P. J. Morgan Real Estate Company, acting as Temporary Receiver for The Fire Group Partnership, a Nebraska general partnership, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said general partnership.

WITNESS my hand and Notary Seal on this 15 day of October 2001.

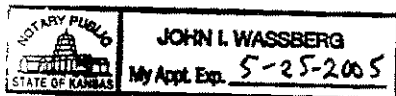


Janet J. Clark
Notary Public

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

Before me, a notary public, in and for said county and state, personally came Bradley Fire, Member and manager of Fire-Omaha, LLC, a Kansas limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 12th day of October, 2001.



John L. Wassberg
Notary Public