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Inst # 2011045973 Fri Oct 21 12:05:41 CDT 2011
Filing Fee \$60.00
Lancaster County, NE Assessor/Register of Deeds Office AMDCOV
Pages 6



After Recording, Return To:
Tim L. O'Neill
Harding & Shultz, P.C., L.L.O.
800 Lincoln Square
121 South 13th Street
Lincoln, NE 68508

**SECOND AMENDMENT AND ADDITION TO DECLARATION
OF COVENANTS AND RESTRICTIONS**

THIS SECOND AMENDMENT AND ADDITION TO DECLARATION OF COVENANTS AND RESTRICTIONS ("Second Amendment and Addition") is effective this 26th day of September 26, 2011

RECITALS

WHEREAS, a Declaration of Covenants and Restrictions dated April 22, 2008, was recorded in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2008-018540 together with an Amendment to Declaration of Covenants and Restrictions, dated March 7, 2010, and recorded in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2010-015385 (collectively, the "Declaration") with respect to the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference, and

WHEREAS, the undersigned, constituting the holders of two-thirds of the total of voting rights pursuant to Section 30 of the Declaration, desire to amend the Declaration, subject to the terms and provisions set forth herein

AMENDMENT

The undersigned hereby agree to amend the Declaration as follows:

- 1 Landscaping Limitation The second sentence of Section 6 of the Declaration shall not apply to Class A Properties.
- 2 Maintenance. The following sentence is added to the end of Section 19 of the Declaration:

In the event the Corporation dissolves the members remain jointly and severally liable for the cost of administering and maintaining the Commons

- 3 Services of FUSC The first two sentences of Section 27 of the Declaration are hereby deleted and the following two sentences substituted in their place.

By its signature below, Firethorn Utility Service Co. ("FUSC") has agreed: (a), until and unless assumed by the City of Lincoln, to maintain, repair and, if necessary, replace the private sanitary sewer system and all related improvements and equipment servicing the Properties; and (b) to remove snow, maintain, repair and replace that portion of Firethorn Lane from 84th Street to Doonbeg Road, all for the benefit of the members of the Corporation. In exchange, the members of the Corporation covenant to pay assessments by FUSC with respect to costs incurred and, with respect to the private sanitary sewer system shared and allocated proportionately by all homeowners within the Firethorn development, in connection with: (i) the use, maintenance, repair and replacement of the private sanitary sewer system and all related improvements and equipment, (ii), subject to reduction for any contribution to be received under that certain Maintenance Agreement dated November 17, 2006, by and between Firethorn Development Corp. and FGC recorded in the Office of the Register of Deeds of Lancaster County, Nebraska on November 28, 2006 as Instrument No. 2006058821 as amended by the Amendment to Maintenance Agreement dated April 27, 2007 recorded in the Office of the Register of Deeds of Lancaster County, Nebraska on April 30, 2007 as Instrument No. 2007020634 (the "Maintenance Agreement"), snow removal, maintenance, repair and replacement of that portion of Firethorn Lane from 84th Street to Doonbeg Road; (iii) a reasonable allocation of the operating costs of FUSC for the sanitary sewer including, but not limited to, overhead, direct and indirect labor, contract labor, supplies, interest costs, equipment, utilities and similar expenses, and (iv) reasonable reserves for capital expenditures associated with the maintenance or repair of the sanitary sewer system.

4. Full Force and Effect. Except as modified by this Second Amendment and Addition, each of the conditions, covenants, restrictions and reservations set forth in the Declaration shall continue and be binding upon the parties hereto and upon their successors and assigns and upon each of them and all parties and all persons claiming under them.

ADDED COMMONS


Pursuant to Paragraph 28 of the Declaration, RMTTR#1, Inc. and Doonbeg Road Property Acquisition Group, Inc. hereby exercise their right to add outlot A and Blocks C and D, Firethorn 32nd Addition, Lincoln, Lancaster County, Nebraska (Blocks C and D are also known as outlots C and D, Firethorn 32nd Addition, Lincoln, Lancaster County, Nebraska, per corrective Affidavit of Surveyor, dated August 2, 2011 and recorded in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2011-033123) to the "Commons" as that term is defined in the Declaration

Outlot A and Blocks C and D, Firethorn 32nd Addition, Lincoln, Lancaster County, Nebraska (Blocks C and D are also known as outlots C and D, Firethorn 32nd Addition, Lincoln, Lancaster County, Nebraska, per corrective Affidavit of Surveyor, dated August 2, 2011 and recorded in

the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2011-033123) are hereby made subject to the Declaration

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment and Addition effective on the day and year first above written.

FT Development Company, Inc.

By: 
Mark A. Wible, President

Owner of Lots 1 through 9 and 17 through 20, Block 1, Firethorn 27th Addition, Lincoln, Lancaster County, Nebraska

DMR Development, Inc.

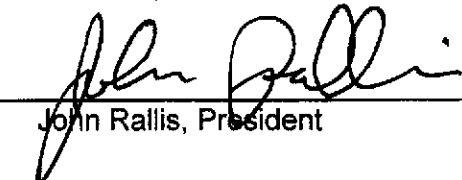
By: 
Mary Reckmeyer, President

RMTRR#1, Inc

By: 
Denise Tewes, President

Owner of Lots 9 through 16, Block 1 and Lots 10 through 13 and Lot 16 and 18, Block 2, Firethorn 32nd Addition, Lincoln, Lancaster County, Nebraska

Doonbeg Road Property Acquisition Group, Inc.

By: 
John Rallis, President

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on September 30, 2011, by Mark Wible, President of FT Development Company, Inc., a Nebraska corporation, on behalf of the corporation

Joni K. Johannesen
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on October 12, 2011, by Mary Reckmeyer, President of DMR Development, Inc., a Nebraska corporation, on behalf of the corporation.

Tami J. Petersen
Notary Public



STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

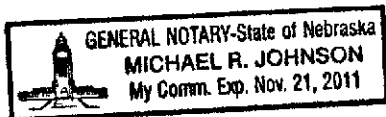
The foregoing instrument was acknowledged before me on October 4th, 2011, by Denise Tewes, President of RMTTR#1, Inc, a Nebraska corporation, on behalf of the corporation.

Melanie S. Petersen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me on Sept. 27th, 2011, by John Rallis, President of Doonbeg Road Property Acquisition Group, Inc., a Nebraska corporation, on behalf of the corporation.



Michael R. Johnson
Notary Public

ACKNOWLEDGMENT

The Declaration, as amended, and the documents creating The Reserve and Terraces at Firethorn Homeowners' Association, a Nebraska nonprofit corporation, are hereby approved solely for the purpose specified in Lincoln Municipal Code section 26.23.170.

CITY OF LINCOLN, NEBRASKA

By: 
Assistant City Attorney

EXHIBIT "A"

Legal Description of Property

Lots 1 – 20, inclusive, Block 1, and Outlot "B", Firethorn 27th Addition, Lincoln, Lancaster County, Nebraska; and

FI 27

Outlot "A", Firethorn 28th Addition, Lincoln, Lancaster County, Nebraska; and

FI 28

Lots 1 - 16, Block 1, Lots 1 – 18, Block 2, and Outlots A, B, C and D, Firethorn 32nd Addition, Lincoln, Lancaster County, Nebraska.

FI 32