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Pages 21

F198
F127

DECLARATION OF COVENANTS AND RESTRICTIONS

FT Development Company, Inc., a Nebraska corporation ("FT Development"), is the owner of the following real property (the "FT Development Property"):

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

DMR Development, Inc., a Nebraska corporation ("DMR"), is the owner of the real property legally described as Outlot "A ," Firethorn 28th Addition, Lincoln, Lancaster County, Nebraska (the "DMR Property");

RMTTR#1, Inc., a Nebraska corporation ("RMTTR#1"), is the owner of the real property legally described as Outlot "D," Firethorn 27th Addition, Lincoln, Lancaster County, Nebraska and Outlot "B," Firethorn 28th Addition, Lincoln, Lancaster County, Nebraska (the "RMTTR#1 Property"); and

Doonbeg Road Property Acquisition Group, Inc., a Nebraska corporation ("Doonbeg"), is the owner of the real property legally described as Outlots "C " and "E," Firethorn 27th Addition, Lincoln, Lancaster County, Nebraska (the "Doonbeg Property");

(collectively, the "Developers' Property").

Firethorn Golf Company, L.L.C., a Nebraska limited liability company ("FGC"), is the "Owner of the Golf Course" and the terms and conditions of this agreement apply to any successor "Owner of the Golf Course".

Based on the mutual benefits arising hereunder, the undersigned owners of the Developers' Property (individually, a "Developer" and collectively, the "Developers") hereby establishes the following Declaration of Covenants and Restrictions (the "Covenants"):

1. ***DEFINITIONS***: For purposes of these Covenants, except as otherwise defined or the context requires otherwise, the following terms shall have the meaning set forth below:

> "Class A Properties" shall mean all of the separate townhome lots within the DMR Property to be platted and designated by DMR as Class A Properties.

Harding & Schultz

"Class B Properties" shall mean with respect to the FT Development Property, Lots 1 - 22, Block 1, Firethorn 27th Addition, Lincoln, Lancaster County, Nebraska and with the respect to the RMTTR#1 Property and the Doonbeg Property, the separate single-family residential lots within the RMTTR#1 Property and the Doonbeg Property to be platted and designated by RMTTR#1 or Doonbeg, as the case may be, as Class B Properties and any Additional Properties that may be added in accordance with Paragraph 28 below.

"Commons" shall mean: (a) Outlots "B" and "D," Firethorn 27th Addition, Lincoln, Lancaster County, Nebraska;(b) all of the separate outlots within the RMTTR#1 Property to be platted and designated by RMTTR#1 as Commons; (c) all of the separate outlots within the DMR Property to be platted and designated by DMR as Commons; (d) the access, landscaping and sign easements identified in that certain Declaration of Easements, dated March 21, 2008, and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska on April 16, 2008 as Instrument No. 2008-017287; (e) any other real estate [as defined in NEB. REV. STAT. § 76-201 (Reissue 1996)] or facility owned by the Corporation or designated by these Covenants to be maintained by the Corporation primarily or exclusively for the benefit of all the Properties; and (f) any Additional Properties that may be added in accordance with Paragraph 28 below.

"Corporation" means The Links at Firethorn Homeowners' Association, a Nebraska nonprofit corporation, which has been established for the purposes of enforcing these Covenants established upon the Properties and administering, maintaining and, to the extent applicable, owning the Commons and Townhome Commons.

"Properties" shall mean Class A Properties and Class B Properties.

"Townhome Commons" shall mean all of the separate outlots within the DMR Property to be platted and designated by DMR as Townhome Commons together with any other real estate [as defined in NEB. REV. STAT. § 76-201 (Reissue 1996)] or facility owned by the Corporation or designated by these Covenants to be maintained by the Corporation primarily or exclusively for the benefit of the Class A Properties.

2. ***CONSTRUCTION***: Any building or other improvement placed or constructed upon any lot within the Properties shall be completed within sixteen (16) months after the commencement of construction. In the event construction is not commenced (i.e. footings) within three (3) years from the date title to a lot is transferred by one of the Developers, the transferring Developer and its successors and assigns shall have the option to repurchase the lot for the amount paid to such Developer for the lot. Such Developer may exercise the option by sending written notice to the titleholder of the lot. During construction on a lot within the Properties, the titleholder of such lot shall protect the Commons, Townhome Commons, other lots within the Properties and adjacent property from damage arising out of its construction activities. In the event that any of the private roads constituting the Commons are damaged

during construction on a lot within the Properties, the titleholder of such lot shall reimburse the Corporation for the actual costs incurred by the Corporation to repair such damage within thirty (30) days of receipt of an invoice therefore. If such assessment is not paid within thirty (30) of written notice of such assessment to the titleholder of such lot, such assessment shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot.

3. ***GRADING***: The Developers shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building or other improvement shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties.

4. ***APPROVAL OF PLANS***: Plans for any building or other temporary or permanent exterior improvement including, but not limited to, fences, exterior remodeling, reconstruction or additions, together with the name of the general contractor to be retained to construct such improvements, shall be submitted to the Developers or their representative committee and shall show the design, elevation, size and exterior material for the building or improvement and the plot plan and landscape plan for the lot. One set of the approved plans ("Plans") shall be left on permanent file with the Corporation. Construction of the building or improvement shall not be commenced unless written approval of the plans and general contractor has been secured from the Developers or their representative committee. Written approval or disapproval of the plans and general contractor shall be given by the Developers or their representative committee within thirty (30) days after the receipt thereof and approval shall not be unreasonably withheld. The Developers shall have the exclusive right to disapprove the plans, if in the opinion of the Developers or their representative committee, the plans do not conform to the general standard of development in the Properties considering the harmony of the design and location in relation to surrounding improvements. Upon disapproval, a written statement of the grounds for disapproval shall be provided. The rights and duties of the Developers under this Paragraph may be assigned to the Corporation, a representative committee or a third party or parties selected by Developers. The standards of development set forth below shall guide Developers or their representative committee in evaluating any Plans. These standards shall not be relied upon, interpreted or applied as absolute requirements for approval of the Plans. The Developers shall have the right, in their sole and absolute discretion, to modify the application and interpretation of these standards when exercising its authority for approval of the Plans. The Developers shall have the right to reduce, increase, or otherwise modify these standards within other additions to the Properties. The Developers shall have the right to charge an architectural review fee in an amount not to exceed Five Hundred and No/100ths Dollars ($500.00) in connection with the Developer's review of the Plans.

(a) Minimum Floor Area. The minimum floor area on the main level for any house or one side of a town home exclusive of basements, garages, porches, patios, decks or enclosed decks shall be:

Class A Properties	Class B Properties
1,500 sq. ft.	2,000 sq. ft.

(b) Setbacks. The front yard and rear yard setbacks of houses in the Class B Properties from the property line shall be as follows:

Front yard:	40'
Rear yard:	50'

The side yard setback of houses from the property line in the Class B Properties shall be 10 feet; provided, however, the side yard setback of houses from the property line in the Class B Properties may be reduced to 7 feet if the house has a side entry garage. Setbacks of structures within the Class A Properties shall be within the building envelope.

(c) Exterior Finish. The front elevation of all dwellings in the Properties shall be faced with brick, stone or stucco, with a 25% total minimum requirement for brick or stone and not more than 75% stucco. The remaining sides of all dwellings shall be faced with concrete siding, brick, stone or stucco, with a 50% total minimum requirement for brick, stone or stucco on the rear elevation. No vinyl siding shall be permitted. All dwellings shall be equipped with maintenance-free products for soffits, fascia and gutter. All fire place chases in the Properties shall be brick or stone. No exposed foundation walls are permitted. All foundation walls must be covered with concrete siding, stone or brick. All roofing materials shall be concrete tile, wood shingles, or heavy asphalt and shall be a natural brown, weathered green, gray or black tone selected in concert with the colors and textures of the structure. Porches and decks shall be designed within the mass of the structure and be supported by substantial structural elements. Dormers, when used, shall be in scale and proportion with the structure.

(d) Garage Doors and Driveways. Side-entry garages are encouraged for Class B properties whenever possible. Garage door colors shall match or be complimentary to the predominant color of the structure. Driveway grades shall not exceed twelve percent (12%).

(e) Fencing. Perimeter fencing is not permitted within the Properties. All other fencing within the Properties, including, but not limited to, fencing for pools must be approved as part of the landscape plan.

(f) Solar Panels. Solar panels shall not be permitted on the Properties.

(g) Sprinkler Systems. All lots within the Properties shall have an underground sprinkler system installed on the lot by the titleholder prior to sodding the lot.

(h) Exterior Lighting. Exterior lighting shall be minimized. When exterior lighting is desired, fixtures shall be covered so that no light is directly visible from the street at a height of five feet from the ground plane at the light source, with the exception of recessed soffit lighting. Lights that produce a warm effect rather than a cool effect should be utilized.

5. ***CITY REQUIREMENTS***: All buildings and improvements with the Properties shall be constructed in conformity with the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks shall be installed by the titleholder of each lot as required by the City of Lincoln, Nebraska. Each individual lot owner, other than Developers, shall indemnify and hold harmless Developers from any liability or cost incurred in connection with the timely installation or payment of any public sidewalk parallel to each street which abuts such owner's lot.

6. ***LANDSCAPING***: On all lots within the Properties, a landscape plan shall be submitted to Developers as a requirement of Paragraph 4. The plan must meet and exceed the landscape requirements of the City of Lincoln and at a minimum include (a) required street trees and (b) five (5) trees planted in the area between the front of the home and the front property line. Deciduous trees shall have a trunk measuring at least two and one-half inches (2½") as measured by a caliper at a height of three feet from the ground and evergreens shall be at least six feet (6') in height. The balance of the yard not landscaped shall be sodded with low maintenance fescue or blue grass. The landscaping requirements shall be extensive and shall be commensurate with the area of the lot and the size of any building to be constructed; provided that only deciduous trees and/or shrubs may be planted in the rear thirty feet (30') of any lot with 80% of the rear property line contiguous to property owned by the golf course, within the Properties. No landscaping will be installed or preparatory work undertaken until the Developers or their representative committee have approved the landscaping plan, including all appropriate phasing, and the owner has submitted the deposit (described below) to Developers. Within six (6) months after the substantial completion of construction on any lot within the Properties, the titleholder of each lot shall install and continually maintain any landscaping required under the terms of these Covenants or the plan for the lot. Upon failure to comply with this Paragraph, the Developers may contract for the services reasonably necessary to bring the lot into compliance and assess the actual costs plus a 10% administrative charge against the lot. If not paid when due, assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot. The owner by acceptance of the deed to one of the Properties automatically grants the Developers the right to enter upon the real estate identified in such deed for purposes of enforcing the requirements of this Paragraph.

7. ***MAINTENANCE OF LANDSCAPE SCREENS***: The titleholder of each lot within the Properties upon which a landscape screen is installed, whether composed of structural or live plant material, as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen. Upon failure to comply with this Paragraph, the Corporation may contract for the services reasonably necessary to

maintain the screen and to bring the lot into compliance with the design standards of the City of Lincoln, Nebraska. The actual costs of such services, plus a 10% administrative charge, may be assessed against the lot by the Corporation. If not paid when due, assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot.

8. ***TEMPORARY STRUCTURES***: No temporary building, trailer, tent, shack, or garage on any lot within the Properties shall exist on the Properties, other than as a temporary equipment storage or sanitary facilities maintained by the Developers during development or a contractor during construction on a lot.

9. ***NUISANCE***: Neither noxious or offensive activity shall be conducted or permitted upon any lot within the Properties, nor anything which is or may become an annoyance or nuisance to neighbors or which endangers the health or unreasonably disturbs the quiet of the occupants of the adjoining lots.

10. ***RV & BOAT STORAGE***: No trailer, mobile home, motor coach, boat, jet ski or similar recreational vehicle or devise may be stored or parked in any front or side yard of any lot within the Properties.

11. ***ANIMALS***: No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Properties, except household pets; provided, however, (a) such household pet or pets shall not be raised, bred or kept for any commercial purpose whatsoever and (b) a fee may be imposed by the Corporation as a condition precedent to raising or keeping such household pet. No kennels shall be detached from the dwelling.

12. ***ANTENNAS & WIRING***: All outdoor wiring for any lot within the Properties shall be place underground. No wires for electrical power, telephone, radios, television or any other use shall be placed or permitted above the ground on any lot within the Properties, except inside a residence. No aerials, antennas, television dishes, poles, towers or other receiving or sending devises shall be placed or permitted above the ground on any lot, except satellite dishes up to 24 inches in diameter may be utilized if the type and location of such dish is approved in accordance with the approval of the Plans contemplated by Paragraph 4 hereof and if such dish is installed in an unobtrusive location other than the roof.

13. ***EROSION CONTROL***: During construction on any lot in the Properties, the titleholder shall control soil erosion. Upon failure to do so, the Corporation may enter upon the lot and contract for the services necessary to control erosion and bring the lot into compliance with this Paragraph and assess the actual costs plus a 10% administrative charge against the lot. If not paid when due, such assessment shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds such assessment shall be a lien upon the lot.

14. ***SIGNS***: No advertising sign, billboard or other advertising devise shall be permitted on and lot within the Properties, except (a) a yard sign placed by the owner of the lot adverting such lot is for sale, (b) a yard sign placed by the owner for political purposes and (c) a yard sign placed by the general contractor during construction on a lot; provided such permitted signs may not be larger than 24 inches by 36 inches.

15. ***OWNER'S ASSOCIATION***: Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot within the Properties shall be a member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

16. ***MEMBERSHIP & VOTING***: The Corporation shall have the following two classes of membership:

Class 1 membership shall include all members of the Corporation except the Developers and any successor in interest. Each Class 1 member of the Corporation shall be entitled to all the rights of membership and the Class 1 members shall have one vote per lot.

Class 2 membership shall include only the Developers and any successor in interest. The Class 2 member shall be entitled to eight votes per lot. However, the Class 2 membership shall be converted to Class 1 membership when the total number of votes entitled to be cast by Class 1 members equals the total number of votes entitled to be cast by the Class 2 members.

17. ***CONVEYANCE***: The Developers shall convey their interest, if any, in the Commons and the Townhome Commons to the Corporation, free from liens, prior to the date on which the Developers' Class 2 membership in the Corporation is converted to Class 1 membership. The Corporation will accept a deed from Developers to the Commons and the Townhome Commons and, by acceptance of the deed to the Commons and the Townhome Commons, the Corporation assumes the obligations of the Developers to comply with the requirements of the properties covered by the Covenants and the Townhome Commons regarding continuous and permanent maintenance of the Commons and the Townhome Commons and all private improvements thereon.

18. ***CONTROL***: The Corporation shall exercise exclusive control over any Commons and the Townhome Commons conveyed to it by Developers. The Corporation may limit access to the Commons. Access to the Townhome Commons is limited to the Class A Properties. The Corporation shall have the right from time to time to establish, revoke, modify and enforce reasonable rules and regulations with respect to all or any part of the Commons and the Townhome Commons.

19. ***MAINTENANCE***: The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons, which covenants by the members shall be satisfied by the payment of annual and special

assessments for the administration, maintenance or improvement of the Commons. The Corporation covenants and each member of the Corporation owning Class A Property, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Townhome Commons, which covenants by the members shall be satisfied by the payment of annual and special assessments solely against the Class A Properties for the administration, maintenance or improvement of the Townhome Commons. The covenant to maintain the Commons and the Townhome Commons shall include insuring such property against public liability and property damage. Such insurance shall be in commercially reasonable amounts. Annual and special assessments shall be based upon the Assessment Units allocated to the lots within the Properties as provided in Paragraphs 21 and 23. Each assessment shall be the personal obligation of the member who is, or was, the titleholder of the lot assessed at the time of the assessment. If not paid when due, assessments shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot.

20. ***ASSESSMENTS***: Annual and special assessment for the administration, maintenance or improvement of the Commons and the Townhome Commons and for other special assessments specifically provided for in these Covenants shall be levied by the Corporation. Annual and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Corporation. Any special assessment for capital improvements to the Commons shall be approved by the affirmative vote of the members entitled to vote, at a regular of the members or at a special meeting of the members, if notice of a special assessment is contained in the notice of the special meeting. Annual and special assessments, other than for capital improvements to the Townhome Commons, may be levied by the Board of Directors of the Corporation only to the owners of the Class A Properties. Any special assessment for capital improvements to the Townhome Commons shall be approved by the affirmative vote of the members owning Class A Property entitled to vote, at a regular of the members or at a special meeting of the members owning Class A Property, if notice of a special assessment is contained in the notice of the special meeting. The members shall pay assessments to the Corporation within ten (10) days after notice of such assessment is mailed.

(a) Budgets: Each year the Board shall prepare, approve and make available to each member upon request a pro forma operating statement (budget). The total amount shall be charged against the Properties according to the allocation of Assessment Units. If the Board fails to determine the budget for any year, then until such time as a budget is approved, the budget in effect for the immediately preceding year shall continue for the current year.

(b) Additional Charges: In addition to any amount due or any other relief or remedy obtained against a member who is delinquent in the payment of any assessment, each member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Corporation may

incur or levy in the process of collecting from that member monies due and delinquent or enforcing the obligations. Additional Charges, to the fullest extent allowed by law, shall include, but not be limited to, the following:

(i) Attorney's Fees: To the fullest extent allowed by law, reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due or enforce the obligations hereunder, whether by suit or otherwise;

(ii) Late Charges: A late charge in an amount to be fixed by the Board to compensate the Corporation for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or ten dollars ($10), whichever is greater;

(iii) Costs of Suit: Costs of suit and court costs incurred as allowed by the court;

(iv) Filing Fees: Costs of filing notice of lien in the Office of the Register of Deeds;

(v) Interest: Interest on all assessments at the rate of 16% per annum, commencing ten (10) days after the assessment becomes due; and

(vi) Other: Any other cost that the Corporation may incur in the process of collecting delinquent assessments or enforcing the obligations hereunder.

21. ***ALLOCATION OF ASSESSMENTS***: The annual and special assessments involving the Commons shall be borne by the Properties based upon the ratio which the number of Assessment Units allocated to each lot pursuant to Paragraph 23 bears to the total number of Assessment Units, calculated as of the date of the assessment. The annual and special assessments involving the Townhome Commons shall be borne by the Class A Properties based upon the ratio which the number of Assessment Units allocated to each lot within the Class A Properties pursuant to Paragraph 23 bears to the total number of Assessment Units for Class A Properties, calculated as of the date of the assessment.

22. ***COSTS OF ADMINISTRATION, MAINTENANCE OR IMPROVEMENT***: Costs of administration, maintenance or improvement of the Commons and the Townhome Commons shall mean the total cost and expense incurred by the Corporation in operating, maintaining, repairing, and replacing any facility or improvement within the Commons and the Townhome Commons, as applicable. Such costs may include, without limitation, real estate taxes and the cost of maintaining, stripping, dredging, lining, landscaping, lighting, maintenance of erosion control,

removal of snow, ice, drainage, rubbish and other refuse, signs, public liability and property damage insurance premiums, repairs, reserves for capital replacements, depreciation on equipment and machinery used in such maintenance, cost of postage, photocopies, telephone and fax charges, or other expenses and personnel required to provide such services and management, together with a reasonable charge for overhead not to exceed 10% of the foregoing, or amounts paid to independent contractors for any or all of such services. The Corporation shall keep accurate records of the costs associated with the administration, maintenance and improvement for the purpose of making assessments as provided by these Covenants. Reasonable allocations may be made by the Corporation with respect to costs and expenses applicable to both the Commons and the Townhome Commons.

23. ***ALLOCATION OF ASSESSMENT UNITS***: The Assessment Units are allocated to the lots within the Properties on the following basis:

(a) Developer Lots: Each lot within the Properties that is owned by a Developer shall be allocated one (1) Assessment Unit.

(b) Class A Properties: Each lot within the Class A Properties, excluding only such lots within the Class A Properties that are owned by the Developers, shall be allocated three (3) Assessment Units.

(c) Class B Properties: Each lot within the Class B Properties, excluding only such lots within the Class B Properties that are owned by the Developers, shall be allocated six (6) Assessment Units.

24. ***LIEN OF ASSESSMENTS***: The lien of any annual or special assessment and any lien under Paragraphs 6, 7, 13, 26, 27 and 32 hereof shall, until shown of record, be subordinate to the lien of any mortgage or deed of trust placed upon the lot against which the assessment is levied.

25. ***EXTERIOR MAINTENANCE***: Each titleholder of each lot within the Properties covenants to maintain their lot and improvements in a neat and attractive manner. No lot within the Properties may be utilized as a dumping ground for rubbish including, but not limited to, leaf or grass clippings. No compost pile may be constructed or maintained on any lot within the Properties. All waste, garbage and trash must be kept in sanitary containers and removed on a weekly basis. No incinerator may be constructed or maintained on any lot within the Properties. All lots within the Properties shall be kept free of debris and weeds.

26. ***EXTERIOR MAINTENANCE ASSESSMENT***: In the event a member fails to maintain a lot according to these Covenants, the Corporation may, upon 10 days written notice to the member, maintain the lot and the exterior of any improvement and shall have the right to enter upon any lot, at reasonable time, to perform such maintenance. The written notice shall specify the required maintenance and the time in which it must be completed. The actual cost of the maintenance, plus a 10% administrative fee, shall be paid by the member within 10 days of billing. Upon failure

of the member to remit payment, the cost of maintenance and administrative fee shall be specially assessed against the lot, shall bear interest at the rate provided for unpaid assessments and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot.

27. ***SERVICES OF FUSC***: 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 Montello Road from 84th to 91st Streets, 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, 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 Montello Road from 84th to 91st Streets; (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. Such assessments shall begin at such time as a certificate of occupancy is issued for a lot within the Properties and all FUSC charges billed will be prorated for the first year beginning on the first day of the month in which a certificate of occupancy is issued. If such assessment is not paid within thirty (30) of written notice of such assessment to an owner of the Properties, such assessment shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot. The Developers and the owners of the Properties hereby grant FUSC reasonable access to the Commons and the Properties to maintain, repair and, if necessary, replace the private sanitary sewer system and all related improvements and equipment servicing the Properties; provided (x) any and all damage caused by FUSC's access or construction, maintenance, inspection or repair thereon shall be promptly repaired by FUSC and to the extent practical, restored, replace or rebuild to the condition as it existed before such construction, maintenance, inspection or repair; and (y) any activity allowed by the terms hereof upon the Properties shall be performed by FUSC in an expeditious manner consistent with accepted construction practice so as to minimize interference with the owners' use and occupancy of the Properties.

28. ***ADDITIONS***: RMTTR#1 may add the Miller Property, as defined in the Development Agreement by and among the Developers (collectively, "Additional

Properties") to the Class B Properties and the Commons without the consent of the members of the Corporation. Additions shall be made by the execution by RMTTR#1 and the applicable owner of the additional real estate and recordation of Covenants upon the additional real estate, making the addition subject to these Covenants.

29. ***FINAL PLAT AMENDMENT***: Developers shall have the right at any time to amend the Final Plat in which the Properties and Commons may be located. Members of the Corporation, other than the Developers, may not amend the Final Plat without the prior written consent of the Developers. Each member of the Corporation covenants not to object to any amendment of the Final Plat, provided the amendment does not change such member's lot configuration. Upon approval by the City of Lincoln of any amendment to the Final Plat, the amended lot configurations shall govern interpretation of these Covenants.

30. ***AMENDMENTS***: These Covenants shall run with the land and shall be binding upon and enforceable by any one of the Developers, the Corporation and all persons claiming under the Developers. These Covenants may be terminated or modified, in writing, by the holders of two-thirds of the total of voting rights established hereunder, except that said Covenants regarding maintenance of the Commons, Townhome Commons and landscape screens and enforcement thereof by the City of Lincoln shall not be terminated or modified without prior written approval of the City of Lincoln. Notwithstanding the foregoing, prior to the date on which the Developers' Class 2 membership in the Corporation is converted to Class 1 membership, these Covenants and the DECLARATION OF COVENANTS AND RESTRICTIONS, of even date herewith, by FGC shall not be terminated or modified and no consent shall be provided by the Corporation with respect to the Maintenance Agreement without the prior written approval of FT Development, Inc., DMR and RMTTR#1, Inc.

31. ***RULES & REGULATIONS***: By acceptance of title to a lot within the Properties, the owner agrees to abide by all rules and regulations adopted by the Board of Directors of the Corporation regarding the Commons, Townhome Commons and uniform policies applicable to all of the Properties.

32. ***ENFORCEMENT***: The enforcement of these Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby. The City of Lincoln, Nebraska, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions and covenants regarding the maintenance of the Commons, Townhome Commons and landscape screens. FGC also has the right, but not the obligation, to enforce these Covenants and the Corporation's obligation to repair and maintain the private roads within the Commons if such roads are not maintained in the same manner as the remainder of the Firethorn subdivisions and Corporation has failed to commence work to cure such deficiencies following thirty (30) days prior written notice thereof from FGC (or if the Corporation commences work to satisfy such obligations within such thirty (30) day period and has thereafter failed to proceed diligently to satisfy such obligations). If FGC elects to cure such failure by the

Corporation, all reasonable charges for curing such road deficiencies by FGC that are not paid by the Corporation within thirty (30) days after notice of such charges shall be equally access against all owners of the Properties. If such assessment is not paid within thirty (30) of written notice of such assessment to an owner of the Properties, such assessment shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon the lot. In the event the Corporation dissolves, the lot owners of the Properties shall remain jointly and severally liable for the cost of maintenance of the Commons, the owners of the Class A Properties shall remain jointly and severally liable for the cost of maintenance of the Townhome Commons and each owner of a landscape screen shall be liable for the cost of maintenance of such screen.

33. ***SEVERABILITY***: The invalidation of any one of these Covenants shall not affect the validity of the remaining provisions hereof.

34. ***THE GOLF COURSE***:

a. **Ownership and Use of Facilities**. The real property and improvements constituting the Firethorn Golf Course (the "Golf Course") located adjacent to the Properties is currently being operated by FGC. The Developers make no representations or warranties with regard to the continuing ownership or operation of the Golf Course. The ownership or operation style of the Golf Course may change at any time without the consent of any Owner of the Properties or the Corporation. By acceptance of a deed, each owner acknowledges that such Owner has no right, title or interest in the Golf Course or right to become a member thereof or any special use rights or fees related to the use of the Golf Course by virtue of being an Owner. The Golf Course is a private golf course available for use by the members of Firethorn Golf Club. Owners shall not have any additional rights to use the Golf Course unless such Owners are also members of Firethorn Golf Club. Nothing contained in these Covenants shall limit the ability of the Owner of the Golf Course to determine in its sole discretion how and by whom the Golf Course and facilities shall be used. OWNERSHIP OF ANY INTEREST IN ANY PORTION OF THE PROPERTIES, OR MEMBERSHIP IN THE CORPORATION, DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE GOLF COURSE OR ITS FACILITIES AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE GOLF COURSE OR ITS FACILITIES.

b. **Golf Course Easement**. The Developers hereby grants the Owner of the Golf Course a perpetual non-exclusive easement burdening all portions of the Properties adjoining any boundary line of the Golf Course as follows: such easement shall entitle registered golf course players to enter upon the easement area to retrieve errant golf balls, subject to the official rules and regulations of the Golf Course;

provided that, such right extends only to non-enclosed portions of the Properties (e.g., this easement does not allow entrance into any fenced area) and golfers shall not be entitled to enter into such easement area with a golf cart or other vehicle. Golfers retrieving such golf balls are required to do so in a reasonable manner and repair any damage caused by such entry to retrieve the golf balls. Such easement shall also include the flight of golf balls over and upon the Properties, the use of necessary and usual equipment upon the Golf Course, the usual noise level created by the playing of the game of golf and by maintenance activities or equipment on the Golf Course, and all other common and usual activities associated with the game of golf and with all of the normal and usual activities associated with the operation of a golf course. Both the Owner of the Golf Course and the Owners of Properties adjoining the Golf Course shall endeavor to reasonably regulate the noise emanating across their common boundaries so as to be considerate of their neighbor's use and enjoyment of their property. Any unreasonable noise level shall be subject to the reasonable regulation by the Developers or the Corporation.

Owners hereby acknowledge and agree that the Owner of the Golf Course may prohibit access to any portion thereof directly from any portion of the Properties that is directly adjacent to the Golf Course. Accordingly, Owners are not permitted to access the Golf Course directly from such Owner's lot or any other such portion of the Properties and shall not permit any family member, guest or other invitee or other person to do the same.

c. **Golf Course Use and Maintenance**. Golf Course use and/or maintenance may begin in the early morning (before dawn) hours and extend into the late evening (after dusk) hours and occur up to seven (7) days a week. Noise and other disturbances related to Golf Course activities may create inconveniences to Owner including sleep disturbance. The foregoing activities include temporary night lighting for maintenance and repairs on the Golf Course. The Owner of the Golf Course, and succeeding Owner of the Golf Course covenant that there shall be no night lighting on the Golf Course or its facilities (i.e. driving range), excepting only temporary night lighting for maintenance and repairs on the Golf Course and special events on the Golf Course not exceeding three (3) days per calendar year. The maintenance of the Golf Course may require the use of fertilizers, pesticides and other chemicals for which appropriate precautions should be taken by Owner. The watering of the Golf Course may result in overspray onto the Properties. The Owner of the Golf Course shall exercise ordinary care to avoid overspray onto the Properties. Since the Golf Course may be watered with well water or reclaimed water, which is not potable (drinkable), such overspray may stain Owner's fencing and

walls and affect Owner's landscaping, decking and patio furnishings. Owner should take appropriate precautions with children and pets. Furthermore, noise and other disturbances related to Golf Course maintenance power equipment including, but not limited to, grass mowers, may create inconveniences to Owner including sleep disturbance.

There may be areas located between the Properties and the Golf Course containing naturally occurring grasses that are not subject to landscaping by the Golf Course. These are natural grass areas that are to be maintained in a natural state. As such, the Owners of the Properties understand that such areas shall have a "natural" or "wild" appearance and will not be maintained in a "manicured" condition.

d. **Limitations on Amendments**. In recognition of the fact that the provisions of this Paragraph 34 are for the benefit of the Golf Course, no amendment to this Paragraph 34 and no amendment in derogation hereof to any other provisions of this Declaration may be made without the written approval thereof by the Owner of the Golf Course, which approval may not be unreasonably withheld.

e. **Provisions regarding Golf Course and Facilities**.

i. Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges that the proximity of the Golf Course or its facilities to surrounding properties results in certain foreseeable risks, including the risk of property damage or injury to persons from errant golf balls and other activities inherent to the activities of a golf course (including, but not limited to, windows, stucco, roofing, decking and patio furnishings), which risks are assumed by such Owner, and that each Owner's use and enjoyment of any portion of the Properties may be limited as a result, and that the Owners of the Golf Course and its facilities, and their respective affiliates and agents, shall have no obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner of any portion of the Properties, or their guests or invitees, for damage or injury resulting from errant golf balls being hit upon the Properties.

ii. Each Owner, by acceptance of a deed or other conveyance of any portion of the Properties, acknowledges:

1. That the Owner of the Golf Course may add to, remove, or otherwise modify the landscaping, trees, and other features of the Golf Course and its facilities, including changing the location, configuration, size and elevation of

bunkers, fairways and greens, and that the Owner of the Golf Course shall have no liability to any Owner as a result of such modification; and

2. That there are no express or implied easements over the Golf Course and its facilities for view purposes, and no guaranty or representation is made by any person or entity that any view over and across the Golf Course or its facilities will be preserved without impairment, and that the Owner of the Golf Course shall not have any obligation to prune or thin trees or other landscaping to preserve views over the Golf Course or its facilities.

Notwithstanding the foregoing, any Owner may submit a written request to the Owner of the Golf Course to remove unwanted trees located on the Golf Course. The Owner of the Golf Course shall not unreasonably withhold its consent to such request for removal of trees, provided that the request does not impact the play, Character (as defined herein), or safety of the Golf Course. For purposes of defining the "Character" requirement, the Owner of the Golf Course and the Owners agree that the Character of treed areas between a lot and the Golf Course will be in similar form and character as the treed area immediately west and between what is commonly known as the 14th Hole on the original Firethorn 18 holes and the town homes commonly known as the Fairways Development, as of the date of this contract. If approved, the removal of such trees will be performed by the Owner of the Golf Course, at the sole cost and expense of the Owner who submitted the request therefore. If payment is not made by the Owner within thirty (30) of receipt of written notice of the amount due, such assessment shall bear interest at the rate of 16% per annum and, when notice of nonpayment is filed with the Lancaster County Register of Deeds, shall be a lien upon such Owner's lot.

iii. No Owner shall allow drainage from their swimming pool or other human-made structure to flow onto any portion of the adjacent Golf Course. If any Owner allows such condition to occur, then such Owner shall be responsible for damages that result from such drainage.

iv. Each Owner, by its acceptance of a deed or other conveyance of any portion of the Properties, assumes the risks of any property damage, personal injury, creation or maintenance of a trespass or nuisance created by or associated with the Golf Course and its facilities (regardless of whether the Owner is using such facilities) and agrees that neither the Owner of the

Golf Course, the Developers, nor any of their respective affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, shall be liable to any Owner or any other person claiming any loss or damages, including without limitation, direct, indirect, special, or consequential loss or damages arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's property to the Golf Course or its facilities.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Covenants and Restrictions as of the 21st day of March 2008.

FT Development Company, Inc.

By: _____
Mark A. Wible, President

DMR Development, Inc.

By: _____
Mary Reckmeyer, President

RMTTR#1, Inc.

By: _____
Denise Tewes, President

Doonbeg Road Property
Acquisition Group, Inc.

By: _____
John Rallis, President

Agreements to be Bound

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the undersigned hereby agrees to be bound by the terms and conditions set forth in Paragraph 27 of the foregoing Covenants.

Firethorn Utility Service Co.

By: _____
Mark A. Wible, President

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the undersigned hereby agrees (a) to be bound by the terms and conditions set forth in Paragraphs 27 and 34 of the foregoing Covenants and (b) not to amend, terminate or otherwise alter the Maintenance Agreement without the written consent of the Corporation.

Firethorn Golf Company, L.L.C.

By: _____
Mark A. Wible, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 21, 2008, by Mark Wible (WHO {✓} IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SATISFACTORY IDENTIFICATION), President of FT Development Company, Inc., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
PATRICIA K. BELL
My Comm. Exp. Sept. 19, 2009

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 20, 2008, by Mary Reckmeyer (WHO {x} IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SASTISFACTORY IDENTIFICATION) President of DMR Development, Inc., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
TIM O'NEILL
My Comm. Exp. Jan. 31, 2010

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 20, 2008, by Denise Tewes (WHO {x} IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SASTISFACTORY IDENTIFICATION) President of RMTTR#1, Inc., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
TIM O'NEILL
My Comm. Exp. Jan. 31, 2010

Tim O'Neill
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 20, 2008, by John Rallis (WHO {x} IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SASTISFACTORY IDENTIFICATION) President of Doonbeg Road Property Acquisition Group, Inc., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
TIM O'NEILL
My Comm. Exp. Jan. 31, 2010

Tim O'Neill
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 21, 2008 by Mark Wible (WHO {x} IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SATISFACTORY IDENTIFICATION), President of Firethorn Utility Service Co., a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
PATRICIA K. BELL
My Comm. Exp. Sept. 19, 2009

Patricia K. Bell
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on March 21, 2008 by Mark Wible (WHO {x} IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SATISFACTORY IDENTIFICATION), Managing Member of Firethorn Golf Company, L.L.C., a Nebraska limited liability company, on behalf of the company.

GENERAL NOTARY - State of Nebraska
PATRICIA K. BELL
My Comm. Exp. Sept. 19, 2009

Patricia K. Bell
Notary Public

LIEN HOLDERS CONSENT AND SUBORDINATION

The undersigned holder of that certain lien against the real property legally described herein, said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument Nos. 2001-002835, 2004-062859, 2007-034261, and 2008-001089 (collectively, the "Lien"), does hereby consent to the dedication of and subordinate the Lien to all easements set forth herein. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

UNION BANK AND TRUST COMPANY

By: _____

Name: DANA FALTER

Title: SR. VICE PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the 19th day of March 2008 by Dana Falter, Sr. Vice President of Union Bank and Trust Company.

_____
Notary Public

GENERAL NOTARY - State of Nebraska
JODY SCHMIDT
My Comm. Exp. Jan. 26, 2009

The undersigned holder of that certain lien against the real property legally described herein, said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2008-014512 (the "Lien"), does hereby consent to the dedication of and subordinate the Lien to all easements set forth herein. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

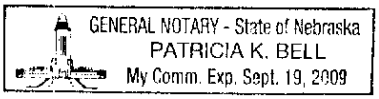
FIRETHORN UTILITY SERVICE CO.,
a Nebraska corporation

By: _____
Mark A. Wible, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the 21st day of March 2008 by Mark A. Wible, President of Firethorn Utility Service Co., a Nebraska corporation, on behalf of the corporation.

Patricia K. Bell
Notary Public



The undersigned holder of that certain lien against the real property legally described herein, said lien being recorded in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2008-012870 (the "Lien"), does hereby consent to the dedication of and subordinate the Lien to all easements set forth herein. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

FT DEVELOPMENT COMPANY, INC.,
a Nebraska corporation

By: Mark A. Wible
Mark A. Wible, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the 21st day of March 2008 by Mark A. Wible, President of FT Development Company, Inc., a Nebraska corporation, on behalf of the corporation.

Patricia K. Bell
Notary Public