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# 405C # 400  
State of Nebraska County of Hamilton  
Filed for record 3-7 2006  
at 9:30 AM, and recorded in map  
Book 45 page 326  
Donita M. Hession County Clerk  
Donna M. Hession Deputy

**DECLARATION AND ESTABLISHMENT  
OF COVENANTS, CONDITIONS, RESERVATIONS,  
RESTRICTIONS AND EASEMENTS FOR  
TIMBERCOVE LAKE SUBDIVISION**

**THIS DECLARATION** (herein "Declaration") is made this 3 day of March, 2006, by Timberlake Ranch Camps, Inc., a Nebraska Non-Profit Corporation, principal office of domicile of which is 2709 North S Road, Marquette, Nebraska, 68854, herein referred to as "Declarant." The Declarant is represented in the Declaration by Randy Dye, Chairman of the Board of Directors, who is fully empowered and qualified to execute this Declaration on behalf of said Corporation.

**WITNESSETH:**

1. **Declaration of Purposes.** The Declarant is the owner in fee simple of certain real property known by official plat designation as Timbercove Lake Subdivision and located in Hamilton County, Nebraska, as more specifically described in Paragraph 2 hereof. The purpose of this Declaration is to announce the desire of the Declarant to subject Timbercove Lake Subdivision and the improvements thereon located to be subject to all of the covenants, conditions, reservations, restrictions and easements contained in this Declaration and all lots of the said Timbercove Lake Subdivision shall be held, sold, operated and conveyed subject to the same and shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

Furthermore, it is the purpose of Timberlake Ranch Camps, Inc. and Timbercove Owners Association to operate and maintain facilities that are Christian in orientation and conduct. The Bible is the final authority. All owners shall make themselves familiar with the Timberlake Ranch Camps, Inc. Doctrinal Statement of Faith and agree to respect the beliefs of Timberlake Ranch Camps, Inc., and to do nothing by word or act or allow any persons to do likewise, that will in any way detract from or be contradictory to the same.

2. **Description of Land.** The land owned by the Declarant and which is hereby submitted and included in and to this Declaration is that certain real estate described on Exhibit "A" attached hereto and by this reference incorporated herein.

3. **Definitions.** For the purpose of this Declaration, the following terms shall have the following meanings:

- (a) "Association" shall mean and refer to Timbercove Owners Association, a Nebraska non-profit corporation, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more, of a fee simple title to any lot herein described, but excluding those having such interest merely as security for the performance of an obligation.
- (c) "Common Area" shall mean that area designated as Lot 21 and Lot 22 on the official plat of said Timbercove Lake Subdivision.
- (d) "Declarant" shall mean Timberlake Ranch Camps, Inc., a Nebraska non-profit corporation and its successors and assigns.
- (e) "Lot" shall mean any platted lot of land shown by the recorded plat of Timbercove Lake Subdivision with the exception of the Common Area.
- (f) "Improved Lot" shall mean any lot on the properties, exclusive of the Common Area, upon which shall be erected a dwelling, the construction of which shall have been at least 90 percent completed according to the plans and specifications for construction of said dwelling.
- (g) "Mortgage" shall mean a conventional mortgage or a deed of trust.
- (h) "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.
- (i) "Member" shall mean every person or entity who holds membership in the Association.

4. **Timbercove Owners Association.**

- (a) Every Owner of a Lot shall be a member in the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot, except as provided herein for Class B members.

(b) The Association shall have two classes of voting members as follows:

i. Class A: Class A members shall be all Owners that are not Class B members. Class A members shall be entitled to two (2) votes for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the votes of such Lot shall be exercised as they may determine among themselves. In no event shall more than two votes be cast with respect to any Lot owned by Class A members.

ii. Class B: Class B members shall be Declarant who shall be entitled to exercise three (3) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Nothing in this paragraph shall be construed to limit Declarant, as defined in the Declaration to only one membership with three votes, it being understood that the Declarant shall have three votes for each Lot owned by Declarant while Class B membership exists.

5. **Transaction of Business.** The act of a simple majority of the members present at a meeting shall be the act of the Association.
6. **Assessments.** The Association shall be entitled to make annual assessments to be used exclusively to promote the health, safety, welfare and recreation of the residents of Timbercove Lake Subdivision and for the maintenance of the Common Area situated therein. The amount of the annual assessment shall be no more than \$200.00 through December 31, 2005, and, thereafter, the assessment may not be increased by more than 25 percent above the maximum assessment of the previous year. Also, the Association may make special assessments for capital improvements such as to the common road, all as determined by the Association. The annual and special assessments shall be determined by the Association at a duly called meeting.
7. **Property Rights.** Each Owner shall have the right of use of the areas designated as "Common Area" by Declarant, the same being referred to as Lot 21 and Lot 22 on the official plat of Timbercove Lake Subdivision, subject to the right of the Association to impose reasonable rules and regulations governing or restricting the use thereof. The aforementioned areas, however, shall contain no buildings nor be used for storage. The Declarant shall retain the right to grant easements for installation and maintenance of utilities and drainage facilities.

8. **Architectural Control.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the aforesaid Board of Directors.
- (a) Each residence constructed on the lot shall equal or exceed a minimum size of 1200 square feet on the ground floor, excluding garages, car ports and sun porches.
  - (b) Exterior construction shall be completed within one (1) year of approval. Extensions must be approved by the Board of Directors of the Association.
  - (c) Gabled or sloped roofs are required, 4/12 pitch minimum.
  - (d) Building colors and appearance shall be neutral colors and shades so as to blend into a natural setting.
9. **Use Restrictions.** Timbercove Lake Subdivision shall be occupied and used only as follows:
- (a) Each Lot shall be used for a single family residence and for no other purpose, unless approved by the Association, except for the Declarant.
  - (b) No business of any kind shall be conducted on a Lot or in a residence without the approval of the Association, except the business of Declarant or business owned by Declarant.
  - (c) No noxious or offensive activity or nuisance which endangers the health or disturbs the peace and quiet of an Owner shall be carried in or on any Lot with the exception of the business of Declarant or a business owned by Declarant. No sign of any kind shall be displayed in public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address, signs and lawn signs of not more than nine square feet in size advertising the property for sale or rent and only one (1) sign per Lot.

- (d) Nothing shall be done or kept on a Lot or on the Common Area which would increase the rate of insurance relating thereto, except a business owned and operated by Declarant, without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his Lot or Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.
- (e) No animals or livestock of any kind shall be raised, bred or kept on any Lot or on the Common Area. However, dogs, cats and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. The Lot shall be maintained in a clean, neat and orderly condition and all weeds shall be cut or mowed.
- (f) No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in covered sanitary containers which are regularly emptied and located in appropriate areas concealed from public view. No burning of garbage or other refuse or debris upon the Lot or within Timbercove Lake Subdivision shall be allowed, unless in a designated area marked by the Association.
- (g) No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot, unless otherwise approved by the Association.
- (h) No building, basement, tent, shack, garage, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently, except during the time period the Owner is building a residence and then only with the written approval of the Board of Directors.
- (i) Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.
- (j) Automobiles or other vehicles may not be dismantled or repaired outside of a garage or residence nor may they be stored upon a Lot for more than seven (7) consecutive days.

- (k) Any building or structure constructed upon a Lot shall be externally completed within 12 months after the commencement of construction.
  - (l) All yard lights and outside lights shall have an outside switch thereon so that they may be turned off, except lights installed by the Association.
  - (m) The Association shall have the right to establish grades and slopes for all Lots and to fix the grade and location at which any structure will be placed upon a Lot.
  - (n) All water wells and septic tanks shall conform to the minimum standards established by the Nebraska Department of Health and the Nebraska Department of Environmental Control. The location of all water wells and septic tanks shall be approved by the architectural committee in accordance with the map that has been approved by the Department of Environmental Quality which is on file with the Declarant.
  - (o) All applicable zoning rules and regulations shall be complied with as to all construction for residential R-1 district.
  - (p) The Owner must construct a single family residence and must complete said construction within (2) years of the date of purchase unless the Association grants an extension of time to complete construction.
  - (q) Power service within the Lots, from the meter to the building served, shall be underground.
  - (r) Firearms are not permitted to be discharged on or about the premises.
10. All covenants and restrictions of this Declaration may be amended if acknowledged by two-thirds of all the votes of all classes entitled to vote at a duly called meeting of the Association.
11. The Declarant shall not be liable for injury or damage to any Lot Owner or to property of any lot Owner or any member of his or her family or any person using said property with either actual or implied consent of the Lot Owner from any cause relating to the use of said Lot, lake, private road or other property owned by Declarant. All Lot Owners shall indemnify Declarant from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

IN WITNESS WHEREOF, the Declarant, Timberlake Ranch Camps, Inc., has caused this instrument to be executed the day and year first above written, by Randy Dye, Chairman of the Board of Directors.

TIMBERLAKE RANCH CAMPS, INC.

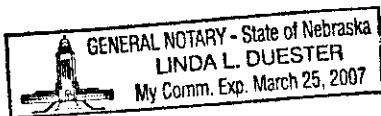
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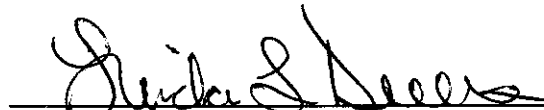
  
Randy Dye

Chairman of the Board of Directors

STATE OF NEBRASKA :  
COUNTY OF Hall : ss

The foregoing instrument was acknowledged before me on the 3 day of March, 2006, by Randy Dye, Chairman of the Board of Directors of Timberlake Ranch Camps, Inc., known to me personally, and/or by satisfactory evidence, to be said person described herein and subscribing hereto.



  
Notary Public

## EXHIBIT 'A'

A tract of and comprising a part of the West Half ( $W\frac{1}{2}$ ) of Section Twenty-three (23), Township Thirteen (13) North, Range Six (6) West of the 6<sup>th</sup> P.M., Hamilton County, Nebraska, more particularly described as follows: First to ascertain the actual point of beginning, start at the Southwest corner of said Section Twenty-three (23); thence Northerly along and upon the West line of said Section Twenty-three (23) for a distance of Two Thousand Four Hundred Fifty-seven and Sixty-one Hundredths (2457.61) feet to the point of beginning, thence deflecting left  $00^{\circ}25'45''$  and running Northerly along and upon the west line of said Section Twenty-three (23) for a distance One Hundred Seven and Fifty-six Hundredths (107.56) feet; thence deflecting right  $00^{\circ}27'05''$  and running Northerly along and upon the west line of said Section Twenty-three (23) for a distance of Four Hundred Eleven and Thirty-six Hundredths (411.36) feet; thence deflecting left  $00^{\circ}05'25''$  and running Northerly along and upon the West line of said Section Twenty-three (23) for a distance of Two Hundred Eighty-one and Eight Hundredths (281.08) feet; thence deflecting right  $00^{\circ}02'25''$  and running Northerly along and upon the West line of said Section Twenty-three (23) for a distance of Three Hundred Forty-Four and Eighty-Two Hundredths (344.82) feet; thence deflecting right  $72^{\circ}38'10''$  and running Northeasterly for a distance of Six Hundred Ninety-two and Sixty-two Hundredths (692.62) Feet; thence deflecting left  $9^{\circ}28'35''$  and running Northeasterly for a distance of Two Hundred Fifty-four and Eight Hundredths (254.08) feet; thence deflecting left  $24^{\circ}17'35''$  and running Northeasterly for a distance of Two Hundred Thirty-one and Ninety-five Hundredths (231.95) feet; thence deflecting right  $11^{\circ}09'10''$  and running Northeasterly for a distance of One Thousand Three Hundred Thirty and Eighty-five Hundredths (1330.85) feet; thence deflecting right  $87^{\circ}22'10''$  and running Southeasterly for a distance of Four Hundred Ten and Sixty Eight Hundredths (410.68) feet; thence deflecting right  $43^{\circ}24'35''$  and running Southerly for a distance of Eight Hundred Sixty-one and Two Hundredths (861.02) feet; thence deflecting right  $30^{\circ}09'00''$  and running Southwesterly for a distance of Two Hundred Sixty-six and Two Hundredths (266.02) feet; thence deflecting right  $07^{\circ}43'00''$  and running Southwesterly for a distance of Four Hundred Eighteen and Seven Hundredths (418.07) feet; thence deflecting right  $54^{\circ}55'05''$  and running Northwesterly for a distance of Five Hundred Fifty-nine and Sixty-eight Hundredths (559.68) feet; thence deflecting left  $34^{\circ}36'30''$  and running Southwesterly for a distance of One Thousand Five Hundred Eighty-nine and Thirty-two Hundredths (1589.32) feet to the point of beginning and containing 61.94 acres, more or less.