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INST. NO 2005

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LANCASTER COUNTY, NE

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AMENDMENTS TO PROTECTIVE COVENANTS  
OF TIMBER RIDGE ASSOCIATION

These AMENDMENTS TO PROTECTIVE COVENANTS OF TIMBER RIDGE ASSOCIATION, hereinafter referred to as the "Amendments", are made and entered into as of the date of filing herein.

WITNESSETH:

WHEREAS, the following Amendments were approved in writing by the owners of at least SEVENTY FIVE PERCENT (75%) of all lots in Timber Ridge Addition, consisting of the following property in the County of Lancaster, State of Nebraska, more particularly described as follows, to-wit:

Lots 1 through 8, Block 1; Lots 1 through 40, Block 2; Lots 1 through 7, Block 3; Lots 1 through 12, Block 4; and Lots 1 through 4, Block 5, Timber Ridge;

Lots 1 through 20, Block 1; Lots 1 through 6, Block 2; Lots 1 through 20, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 10, Block 5; and Lot 1, Block 6, Timber Ridge 1<sup>st</sup> Addition;

Lots 1 through 8, Block 1; Lots 1 through 16, Block 2; Lots 1 through 16, Block 3; Lots 1 through 11, Block 4; and Lots 1 through 9, Block 5, Timber Ridge 2<sup>nd</sup> Addition; and,

Lots 1 through 6, Block 1; Lots 1 through 16, Block 2; Lots 1 through 6, Block 3; Lots 1 through 15, Block 4, Timber Ridge 5<sup>th</sup> Addition.

NOW, THEREFORE, Timber Ridge Association, hereinafter referred to as the "Association", does hereby declare that all of the properties described above 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 the real property and be binding on all parties having any right, title

Jeffrey Hahn *[Signature]*

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or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

Except as modified by the following Amendments, the Association reaffirms and adopts by reference the original Protective Covenants dated August 27, 1997, and filed of record with the Register of Deeds of Lancaster County on September 10, 1998, Instrument No. 98-47250, as well as that certain Declaration of Additional Covenants, Conditions and Restrictions dated June 1, 2001 and filed of record with the Register of Deeds of Lancaster County on June 4, 2001 as Instrument No. 2001-029787.

#### ARTICLE II

The following shall serve as Amendments to the Covenants referred to in Article I hereinabove:

##### AMENDMENT ONE

No boats, jet skis, campers, recreational vehicles or trailers may be stored outside on any lot except during the period from May 1 to September 30 of each calendar year. Any boat, jet ski, camper, recreational vehicle or trailer stored outside on any lot from October 1 to April 30 of any calendar year is subject to the enforcement actions as set forth in Amendment Four hereinafter.

##### AMENDMENT TWO

Homeowners may erect or cause to be erected lawn sheds for the purpose of storage. Sheds may not be erected or caused to be erected for the purpose of a temporary or permanent residence. All sheds must be of good quality and sturdy construction and construction must be in compliance with all city codes and ordinances.

Sheds must:

1. Be constructed to the rear of the home;
2. Be maintained in good repair; and,
3. Must be free of decay, rust, discoloration, chipping paint, broken hinges and the like and shall complement, not detract from the property.

Homeowners that currently have sheds permanently erected of any kind are subject to the same requirements as set forth above.

Should a shed not meet the specifications set forth above, a complaint may be filed with the Association by any homeowner or member of the board. All complaints must be signed and sent via regular US Mail to the Association's address. Anonymous complaints will not be accepted. The party filing the complaint may request that the

complaint remain sealed and not be disclosed by the board of the Association. The board will not function as a mediator between the parties. Upon receipt of the complaint, the same will be investigated by two or more board members. Should it be found that the shed is not in compliance with the covenants, the homeowner is then subject to further action as set forth in Amendment Four hereinafter.

### AMENDMENT THREE

No television or satellite dish larger than 36", or as dictated by the industry standard, shall be permitted, erected, placed or suffered to remain upon any lot or improvement thereon. Any violations are subject to action as set forth in Amendment Four hereinafter.

### AMENDMENT FOUR

Enforcement of these Amendments and all Covenants will be made by the Timber Ridge Homeowners' Association board of directors as set forth in Article 16 of the Protective Covenants and in the following manner after investigation by two or more board members:

1. FIRST STEP: A first written notice shall be sent to a homeowner citing the violation(s) or deficiency(ies) and providing said homeowner with FIFTEEN (15) days to comply by correcting or removing the violation. All such notices shall be sent by regular US Mail. Homeowners shall be encouraged to discuss the issue with the board at this stage if they choose to do so.

2. SECOND STEP: A second written warning shall be sent to the homeowner providing an additional FIFTEEN (15) days to comply and further providing notice that should the violation or deficiency continue, the homeowner shall be subject to special assessment. Notice will be sent by certified mail.

3. THIRD STEP: A third and final notice shall be sent to the homeowner. Said notice shall provide that a Special Assessment will be made in the amount of \$100.00 per month for every month the violation or deficiency continues. Should the homeowner choose not to pay the amount assessed, a lien shall be placed on the property. The homeowner is responsible for all filing fees incurred for the placing and removal of the lien and said lien will accrue interest as set forth in the Articles of Incorporation, Bylaws and Timber Ridge Common Covenants. Legal action may be considered and if deemed appropriate, any legal fees incurred as a result of the homeowner's failure to comply with the Protective Covenants shall be paid for by the homeowner. Notice of initial assessment shall be sent by certified mail.

It is the homeowner's responsibility to notify the board, in writing sent by US Mail to the Association's business address, when the violation or deficiency has been corrected. The homeowner may also make contact with any officer by phone or in

person to notify them of the same; provided, however, that such action does not void the homeowner's responsibility to provide written notification.

**ARTICLE THREE**

It is further provided that, except as specifically modified pursuant to these Amendments, the Protective Covenants referenced in Article One hereinabove shall remain in full force and effect.

DATED this 30<sup>th</sup> day of August, 2005.

TIMBER RIDGE ASSOCIATION, a  
Nebraska Non Profit Corporation

By: [Signature]  
Dennis Meier, Its President

Attest: [Signature]  
Jodi Zmiewski, Its Secretary

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF LANCASTER        )

On this 30 day of August, 2005, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came DENNIS MEIER and JODI ZMIEWSKI, known to me to be the identical persons whose names are affixed to the above and foregoing AMENDMENTS OF PROTECTIVE COVENANTS, as the President and Secretary, respectively, of Timber Ridge Association therein, and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

[Signature]  
Notary Public

