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AMENDED PROTECTIVE COVENANTS

*Carol Shivers*  
REGISTER OF DEEDS  
DODGE COUNTY, NE

The undersigned, are the owners of Lots 1 through 18 of Timberwoods Subdivision Replat and Lots 19 through 28 of Timberwoods First Addition, Subdivisions in Dodge County, Nebraska. As said owners, the undersigned hereby alter, amend and modify the protective covenants and amended covenants previously recorded in Book 216, Page 931; Book 222, Page 677; Book 241, Page 257; and Book 241, Page 666 in the Office of the Register of Deeds of Dodge County, Nebraska, by rescinding and revoking said previously recorded covenants and do hereby adopt the following protective covenants for all persons now, or hereafter owning real property in the Timberwoods Subdivision Replat and the Timberwoods First Addition, hereinafter collectively referred to as "Timberwoods", and described as follows:

Lots 1 through 18, Timberwoods Subdivision Replat, a subdivision in Dodge County, Nebraska as surveyed, platted, replatted and recorded: and,

Lots 19 through 28, Timberwoods First Addition, a subdivision in Dodge County, Nebraska, as surveyed, platted and recorded

that said Lots, hereafter collectively referred to below as Timberwoods shall be owned, used, conveyed and held under and subject to the following covenants, conditions and restrictions, to-wit:

1. All lots in Timberwoods shall only be used for single family residences. Not more than one residence shall be built on any one lot provided, however, that this shall not prevent the use of a greater area than one lot for a residence.

2. Complete plans and specifications for all structures must be approved by the Board of Directors of the Homeowners Association prior to the commencement of any construction in Timberwoods. A plot plan must be included with specifications.

3. The only type of structure allowed on a lot shall be a single family residence with connected garage. All structures, including but not limited to: trailers, tents, mobile homes, double wide trailers, separate garages, storage sheds, or barns shall not be erected or placed on any lot for any purpose including, but not limited to, the temporary or permanent living quarters.

4. No residence shall exceed two and one-half stories in height on the street side of the property.

5. The minimum size of permanently enclosed living space of each residence shall be no less than 1,400 square feet. Such measurements shall pertain to the ground floor only, and shall exclude basement, porch, second story and garage area. Any existing residence shall be exempted from this requirement, unless the residence is substantially destroyed by fire, windstorm or other hazard, in which case the rebuilt residence must comply with this Paragraph.

6. Each residence must have a connected private, enclosed garage of not less than 22 feet by 22 feet. Only wood shingles may be used on all residences and garages.

7. All lots shall be neatly maintained at all times, all grass and weeds shall be kept under a maximum height of eight inches above ground level. There shall be no accumulation of debris, machinery, disabled automobiles or offensive materials of any kind.

8. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as lake maintenance, gas, water, telephone, electricity, septic tanks and sewer. Such easements and rights-of-way shall be confined to the front (street side) 35 feet of each lot, and 10 feet along each side lot line, except as to lot 1. On lot 1, a 10 foot easement on the easterly side and a 35 foot easement on the westerly and southern sides of said lot 1 are reserved.

9. Only septic tanks which are to be constructed according to the requirements of the Sanitary & Improvement District for the Timberwoods Subdivision Replat and the Timberwoods First Addition may be used. One septic tank for each two lots may be used as shown on the plats for the subdivision. The septic tanks shall only be connected to the outfall line being constructed according to the requirements of the S.I.D. and connected to the Sanitary & Improvement District Lagoon System. The maintenance and pumping of the septic tanks shall be the responsibility of the S. I. D.
10. Each lot in Timberwoods must provide for its own water system. Only cased wells which are drilled by licensed well drillers according to state specifications may be used.
11. No residence on lots 2 through 6, and lots 10 through 18 shall be located closer than 25 feet to the side lot line, or closer than 100 feet from the street lot line, nor closer than 75 feet from the rear lot line. On lots 7 through 9, no residence shall be located closer than 35 feet to the side lot line, nor closer than 100 feet from the street lot line, nor closer than 75 feet from the rear lot line. On lot 1, no residence shall be located closer than 35 feet to the easterly lot line or closer than 75 feet to the shore side or 50 feet from the western and southern sides of the lot. No residence on lots 19 through 28 shall be located closer than 75 feet to the rear (lake side) lot line. On lots 19 through 24, no residence shall be located closer than 25 feet to either side lot line. On lots 25 through 28, no residence shall be located closer than 35 feet to either side lot line. The setbacks on the front (street) side of the lots shall be as follows: lot 19 shall be 100 feet, lot 20 shall be 90 feet, lot 21 shall be 80 feet, lot 22 shall be 70 feet, lot 23 shall be 60 feet, and lots 24 through 28 shall be 50 feet.
12. No fence or hedge shall be erected or maintained on any lot which would unreasonably restrict or block the view from an adjoining lot, or which would impair the continuity of the general landscaping plan of Timberwoods. No wall, fence or hedge of any kind shall be constructed or planted on any lot without the prior approval of the Board of Directors of the Homeowners Association.
13. No animals of any kind (excepting ordinary house pets in reasonable numbers as determined by the Board of Directors of the Homeowners Association) shall be kept or maintained on any lot covered by this declaration.
14. Prior written consent of the Board of Directors of the Homeowners Association shall be required before any outdoor antenna or satellite dish of any type or for any purpose shall be erected or placed on any lot covered by this declaration, or before any existing antenna or satellite dish be modified or relocated.
15. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or portion of this Timberwoods or any portion of the surrounding area unless placed in suitable containers discreetly concealed so as not to be visible from other lots or streets.
16. The structure and grounds of each lot shall be maintained in a neat and attractive manner. Upon the owner's failure to do so, the Board of Directors of the Homeowners Association may, at its option, after giving the owner 30 days' written notice sent to his/her last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot.
17. Upon the owner's failure to maintain the exterior of any residence in good repair and appearance, the Board of Directors of the Homeowners Association may, at its option, after giving the owner 6 months written notice sent to his/her last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any such maintenance referred to in paragraphs 16 and 17 above shall be assessed against the lot upon which such maintenance is done and shall be added to and become a part of the periodic maintenance, assessment or charge to which such lot is subject under the rules and regulations of the Homeowners Association.

18. All private driveways from the garage to the lot line shall be of concrete or asphalt material and must be constructed and completed at the time or before the house or residence is completed.
19. All approved construction must be completed no later than 12 months after commencement.
20. No camping trailer, travel trailer, boat trailer, motor home, truck or other recreational vehicle may be maintained, stored or kept on any of the lots covered by this declaration for more than 15 days in any one calendar year, unless housed completely within a structure allowed on said lots by other provisions contained herein.
21. Any outside fuel tanks and/or appurtenances must be buried beneath ground level and/or concealed from view of the street and lake by approved fence or hedge. The erection and maintenance of any fuel tanks and/or appurtenances including, but not limited to, heat exchangers must be approved by the Board of Directors of the Homeowners Association.
22. All residences shall have grass or alternative landscaping which has been previously approved by the Board of Directors of the Homeowners Association in the front and side yards of each residence. Such grass or approved alternative landscaping shall also be present in the rear yard to a distance of at least 25 feet from the portion of the residence nearest to the rear lot line. For the purposes of this paragraph, the residence shall be defined as including the main portion of the residence, all garages, porches, patios or decks.
23. The use of the lake, or any other "common areas" within or near the Timberwoods shall be governed by and subject to the rules and regulations of the Homeowners Association. This shall include, but not be limited to boating, fishing or swimming rules and regulations; as well as the construction, location or maintenance of docks, boat lifts and the like.
24. Each residence constructed upon any lot within Timberwoods shall be so constructed so that the main entrance and main floor of the residence shall be at least nine feet, but no more than twelve feet above the "100-year flood level" as defined by the Federal Emergency Management Administration (FEMA). Notwithstanding this requirement, all residences shall also abide by any and all requirements imposed by said FEMA. Any existing residence shall be exempted from this requirement, unless the residence is substantially destroyed by fire, windstorm or other hazard, in which case the rebuilt residence must comply. The "grade" at the front portion of each residence shall be to within two and one-half feet of said main floor level.
25. Drainage into the lake shall be restricted to that which is used to control natural runoff caused by rainfall, to include drainage from downspouts on the residence. Drainage originating from within the residence or from any domestic use, shall be prohibited.
26. No noxious or illegal or offensive trade or activity shall be carried out upon any lot within Timberwoods.
27. Each lot owner, upon obtaining title to a lot within Timberwoods, shall immediately become a member of the Homeowners Association and shall be obligated to abide by their rules and regulations, and shall pay dues or other fees as prescribed by such association.
28. These restrictive covenants shall run with the land, and each person, firm or corporation taking title to the above-described property, or any part thereof, agrees to be bound by said restrictive covenants, the same as if written in the instrument under which said person, firm or corporation acquires title to said real property or any part thereof. These covenants may be altered, amended or modified by an instrument in writing executed by a minimum of at least 3/4 (three-fourths) of the owners of the lots above-described, which instrument shall be recorded in the manner provided by law.

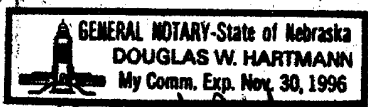
29. Each of these restrictive covenants contained herein is severable and separate. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, the undersigned as the owners of all lots of Timberwoods have executed these protective covenants this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Lot # 1 Larry D. Reed Deanna R. Reed  
Larry D. Reed Deanna R. Reed

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

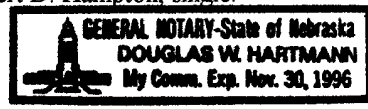
The foregoing instrument was acknowledged before me on this 18 day of April, 1996 by Larry D. Reed and Deanna R. Reed, husband and wife.

 Douglas Hartmann  
Notary Public

Lot # 2 Robert D. Hampton  
Robert D. Hampton

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

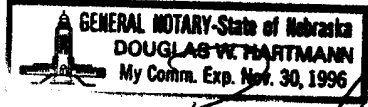
The foregoing instrument was acknowledged before me on this 22 day of June, 1996 by Robert D. Hampton, single.

 Douglas Hartmann  
Notary Public

Lot # 3 James Marlin Brabec Marla E. Brabec  
James Marlin Brabec Marla E. Brabec

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

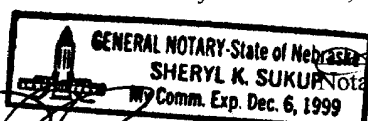
The foregoing instrument was acknowledged before me on this 9 day of May, 1996 by James Marlin Brabec and Marla E. Brabec, husband and wife.

 Douglas Hartmann  
Notary Public

Lot # 4 Ronald Vlach, President, Victory Lake Marine, Inc.  
Ronald Vlach, President, Victory Lake Marine, Inc.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

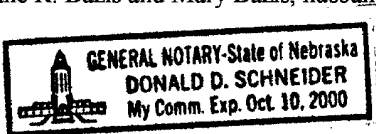
The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of APRIL, 1996 by Ronald Vlach, President of Victory Lake Marine, Inc.

 Sheryl K. Sukup  
Notary Public

Lot # 5 Duane R. Bazis Mary Bazis  
Duane R. Bazis Mary Bazis

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 2nd day of April, 1999 by Duane R. Bazis and Mary Bazis, husband and wife.

 Donald D. Schneider  
Notary Public

Lot # 6 Raymond C. Clapper Marilyn L. Clapper  
Raymond C. Clapper Marilyn L. Clapper

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

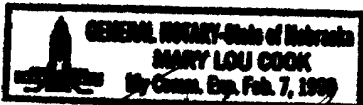
The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of APRIL, 1996 by Raymond C. Clapper and Marilyn L. Clapper, husband and wife.

Sheryl K. Sukup  
Notary Public

Lot # 7 Douglas W. Hartmann Kathleen A. Hartmann  
Douglas W. Hartmann Kathleen A. Hartmann

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of April, 1996 by Douglas W. Hartmann and Kathleen A. Hartmann, husband and wife.

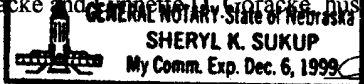


Mary Lou Cook  
Notary Public

Lot # 8 Curtis A. Goracke Lynnette D. Goracke  
Curtis A. Goracke Lynnette D. Goracke

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of APRIL, 1996 by Curtis A. Goracke and Lynnette D. Goracke, husband and wife.



Sheryl K. Sukup  
Notary Public

Lot # 9 Roger D. Pannier Pamela S. Pannier  
Roger D. Pannier Pamela S. Pannier

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of April, 1996 by Roger D. Pannier and Pamela S. Pannier, husband and wife.

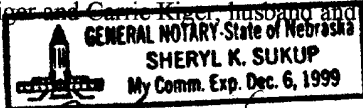


Nancy K. Meier  
Notary Public

Lot # 10 Robert Kiger Carrie Kiger  
Robert Kiger Carrie Kiger

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of APRIL, 1996 by Robert Kiger and Carrie Kiger, husband and wife.

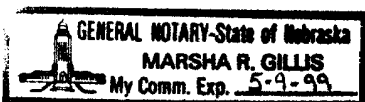


Sheryl K. Sukup  
Notary Public

Lot # 11 Zach Wiegert  
Zach Wiegert

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of April, 1997, 1996 by Zach Wiegert, single.

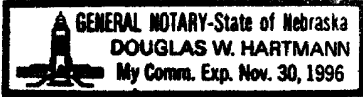


Marsha R. Gillis  
Notary Public

Lot # 12 Allen R. Kassmeier Patricia E. Kassmeier  
Allen R. Kassmeier Patricia E. Kassmeier

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 9 day of May, 1996 by Allen R. Kassmeier and Patricia E. Kassmeier, husband and wife.

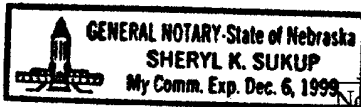


Douglas W. Hartmann  
Notary Public

Lot # 13 J. Marlin Brabec Marla E. Brabec  
J. Marlin Brabec Marla E. Brabec

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of APRIL, 1996 by J. Marlin Brabec and Marla E. Brabec, husband and wife; and Ronald Vlach, President, Victory Lake Marine, Inc.



Sheryl K. Sukup  
Notary Public

Lot # 14 Steven W. Samuelson Celeste E. Samuelson  
Steven W. Samuelson Celeste E. Samuelson  
Greg S. Samuelson Carolyn A. Samuelson  
Greg S. Samuelson Carolyn A. Samuelson

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DODGE )

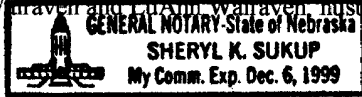
The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of APRIL, 1996 by Steven W. Samuelson and Celeste E. Samuelson, husband and wife; and Greg S. Samuelson and Carolyn A. Samuelson, husband and wife.

Sheryl K. Sukup  
Notary Public

Lot # 15 Clint P. Walraven LuAnn Walraven  
Clint P. Walraven LuAnn Walraven

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of APRIL, 1996 by Clint P. Walraven and LuAnn Walraven, husband and wife.

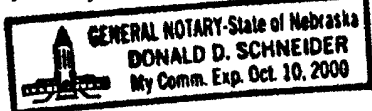


Sheryl K. Sukup  
Notary Public

Lot # 16 Jeffrey L. Calta Dana J. Calta  
Jeffrey L. Calta Dana J. Calta

STATE OF NEBRASKA )  
) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 29<sup>th</sup> day of October, 1996 by Jeffrey L. Calta and Dana J. Calta, husband and wife.



Donald D. Schneider  
Notary Public

Lot # 17 Joseph Paul Brown Kay Ann Brown 3836  
Joseph Paul Brown Kay Ann Brown

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS.

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of April, 1997  
1996 by Joseph Paul Brown and Kay Ann Brown, husband and wife.

GENERAL NOTARY-State of Nebraska  
MARSHA R. GILLIS  
My Comm. Exp. May 9, 1999

Marsha R. Gillis  
Notary Public

Lot # 18 Shannon P. Morrissey Angela J. Morrissey  
Shannon P. Morrissey Angela J. Morrissey

STATE OF NEBRASKA )  
COUNTY OF DODGE ) SS.

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of April,  
1996 by Shannon Morrissey and Angela J. Morrissey, husband and wife.

GENERAL NOTARY-State of Nebraska  
DOUGLAS W. HARTMANN  
My Comm. Exp. Nov. 30, 1996

Douglas W. Hartmann  
Notary Public

Lot # 19 Karen L. Schneider Donald D. Schneider  
Karen L. Schneider Donald D. Schneider

STATE OF NEBRASKA )  
COUNTY OF DODGE ) SS.

The foregoing instrument was acknowledged before me on this 22 day of April,  
1996 by Karen L. Schneider and Donald D. Schneider, husband and wife.

GENERAL NOTARY-State of Nebraska  
CINDY K. GERMAN  
My Comm. Exp. June 14, 1998

Cindy K. German  
Notary Public

Lot # 20 Roger D. Pannier Pamela S. Pannier  
Roger D. Pannier Pamela S. Pannier

STATE OF NEBRASKA )  
COUNTY OF DODGE ) SS.

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of April,  
1996 by Roger D. Pannier and Pamela S. Pannier, husband and wife.

GENERAL NOTARY-State of Nebraska  
NANCY K. MEIER  
My Comm. Exp. June 27, 1999

Nancy K. Meier  
Notary Public

Lot # 21 Douglas W. Hartmann Kathleen A. Hartmann  
Douglas W. Hartmann Kathleen A. Hartmann

STATE OF NEBRASKA )  
COUNTY OF DODGE ) SS.

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of April,  
1996 by Douglas W. Hartmann and Kathleen A. Hartmann, husband and wife.

GENERAL NOTARY-State of Nebraska  
MARY LOU COOK  
My Comm. Exp. Feb. 7, 1999

Mary Lou Cook  
Notary Public

Lot # 22 Wilson Scott  
Wilson Scott

STATE OF NEBRASKA )  
COUNTY OF DODGE ) SS.

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of May, 1997  
1996 by Wilson Scott, single.

GENERAL NOTARY-State of Nebraska  
MARSHA R. GILLIS  
My Comm. Exp. 5-9-99

Marsha R. Gillis  
Notary Public

Lot # 23

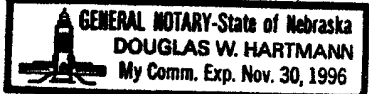
Larry D. Reed  
Larry D. Reed

Deanna R. Reed  
Deanna R. Reed

3837

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18 day of April 1996 by Larry D. Reed and Deanna R. Reed, husband and wife.



Douglas Hartmann  
Notary Public

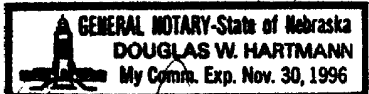
Lot # 24

Larry D. Reed  
Larry D. Reed

Deanna R. Reed  
Deanna R. Reed

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18 day of April 1996 by Larry D. Reed and Deanna R. Reed, husband and wife.



Douglas Hartmann  
Notary Public

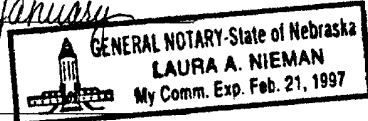
Lot # 25

Gary German  
Gary German

Cindy German  
Cindy German

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 24th day of January 1997 by Gary German and Cindy German, husband and wife.



Laura A. Nieman  
Notary Public

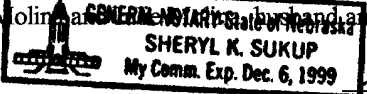
Lot # 26

Lynnda M. Molina  
Lynnda M. Molina

deceased 7/12/96  
Julio Molina by Lynnda Molina

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18th day of APRIL 1996 by Lynnda M. Molina and Julio Molina, husband and wife.



Sheryl K. Sukup  
Notary Public

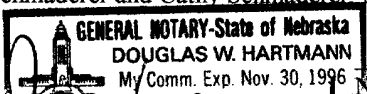
Lot # 27

Daniel L. Schmaderer  
Daniel L. Schmaderer

Cathy Schmaderer  
Cathy Schmaderer

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18 day of April 1996 by Daniel L. Schmaderer and Cathy Schmaderer, husband and wife.



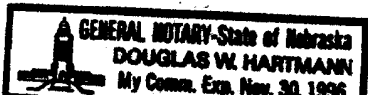
Douglas Hartmann  
Notary Public

Lot # 28

Stewart N. Couch  
Stewart N. Couch

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 18 day of April 1996 by Stewart N. Couch, single.



Douglas Hartmann  
Notary Public