

1988 DEC 13 PM 12:50

GEORGE J. DUGLEY  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
TIMBER LODGE LAKE ASSOCIATION, INC.

This Declaration is made this 30 day of June, 1988, by the undersigned being all of the owners of the real property described hereafter (the "Declarants").

PRELIMINARY STATEMENT

Declarants are the legal and equitable owners of certain property located near Valley, Douglas County, Nebraska, more particularly described as:

Lots 1 through 44, excluding Lots 36 and 41 (which is part of Lot 17), and 44 (which is part of Lot 22), Timber Lodge Lake as located in Douglas County, Nebraska (herein the "Property") and which is portrayed and further described on the attached Exhibit "A".

There has been constructed homes respectively on Lots 1 through 42, of the Property. Each home is intended for use as a single family residence. Each home has been constructed in a unique architectural style exhibiting an early american motif and in particular, american log cabin construction through the exclusive use of split and whole log materials for the erection and construction of all exterior home improvements.

Declarants desire to protect and enhance the values and residential amenities of the Property by maintaining the uniform appearance of the homes, and providing for permanent open spaces and common facilities for the common benefit of the residents of the homes. The unique architectural style of the homes and lake community atmosphere are paramount to the Declarants.

Declarants have executed this Declaration of Covenants, Conditions and Restrictions, and created an association with the power to maintain and administer the common properties and facilities, administer and enforce the covenants and restrictions, and collect and disburse the dues and assessments authorized by the Declaration.

Declarants hereby declare that all of the Property and each of the Lots thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens established in this Declaration (referred to collectively as "covenants and restrictions"). The covenants and restrictions shall run with the land, and shall be binding on all parties having or acquiring any interest in the Property or any Lot.

ARTICLE I.  
Definitions

The following words when used in this Declaration or in any supplemental declaration shall have the following meanings unless the context clearly requires another meaning:

207737  
Misc

SK 871 N 7-15-10KJ C/O FEE 50.50  
211-250 N 7-15-10 DEL 1988 W.C.

Section 1. Lot. "Lot" or "Lots" shall mean and refer to each or all of the following Lots, whose owners have joined in or effectively ratified the covenants and restrictions:

Lots 1 through 44, excluding Lots 36 and 41 (which is part of Lot 17), and 44 (which is part of Lot 22), Timber Lodge Lake as located in Douglas County, Nebraska (herein the "Property") and which is portrayed and further described on the attached Exhibit "A".

Section 2. Common Area. "Common Area" shall mean the following described area: the lake area, road areas, and such other areas or lots as may be acquired by or for the Association.

Section 3. Home. "Home" or "Homes" shall refer to each or all of the improvements situated on each or all of the Lots.

Section 4. Property. "Property" shall mean and refer to the Common Area and the Lots.

Section 5. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, who have approved or ratified the covenants and restrictions; excluding however those parties having any interest in any of such lots merely as security for the performance of an obligation (such as a contract seller, the Trustee or Beneficiary of a deed of trust, or a mortgagee). The purchaser or Lessee of a Lot under a contract shall be considered to be the Owner of the Lot for purposes of this Declaration.

Section 6. Declarant. "Declarant" shall mean and refer to the undersigned operating in the interest of forming and establishing the Association and these covenants and restrictions, and all other owners who may ratify and approve the covenants and restrictions.

Section 7. Association. "Association" shall mean and refer to TIMBER LODGE LAKE ASSOCIATION, INC., a Nebraska not-for-profit corporation, its successors and assigns.

Section 8. Member. "Member" shall mean and refer to every person or entity who holds membership in the Association.

## ARTICLE II. Property Rights

Section 1. Owners' Easements of Enjoyment. Each Owner and the family members of the Owner residing in the Owner's Home shall have a nonexclusive right and easement to use and enjoy the Common Area in common with other Owners; subject to the following:

(a) The rules and regulations relating to the use and enjoyment of the Common Area which have been adopted and certified to by the Association. Such rules and regulations shall apply uniformly to all Owners,

and shall not authorize exclusive use of any part of the Common Area by any Owner.

(b) The right of the Board to suspend the right and easement to the use of the Common Area by an Owner: (i) during any period in which any dues or assessments against his Lot remains unpaid; and (ii) for any infraction of its published rules and regulations until such infraction is corrected.

(c) Rules and regulations relating to use and enjoyment of the Common Area by invitees and guests of an Owner.

(d) The Use Restrictions set forth in Article VI hereof.

Section 2. Mandatory Approval of Improvement, Modifications, and Reconstruction. The exterior of the Homes and the Lots shall be maintained in a uniform manner in accordance with rules certified to by the Association; of particular importance is the protection of the log cabin construction of the homes located on the Property. The exterior of the Homes shall not be improved, modified, or otherwise changed or altered without written approval of the Board. Further, no tool shed, satellite receiving disc, building, fence (including dog run or pen), or other improvement shall be constructed or installed on a Lot or Home without written approval of the Association or its representative.

### ARTICLE III.

#### Membership and Voting

Each Owner of a Lot shall be a Member of the Association and entitled to one vote during an Association meeting on any matter presented to the Members of the Association. A lessee may vote for an Owner at the time of a meeting with the written permission of the Owner. Membership shall be appurtenant to each Lot, and may not be separated from ownership of the Lot. Only one (1) vote for each lot shall be allowed.

### ARTICLE IV.

#### Association

Declarants have caused the Association to be incorporated under the Nebraska Nonprofit Corporation Act for the purpose of regulating, maintaining and preserving the Common Areas and the exterior of the Lots and Homes. The Association shall have the following powers and responsibilities with regard to the Common Areas Homes and Lots:

(a) To make known, enact, amend and supplement rules and regulations relating to the use and enjoyment of the Common Area and Lots; provided always that such rules and regulations are uniformly applicable to all Lots and Owners and conform with this Declaration.

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.

(c) To fix, levy, collect, abate, and enforce all charges, dues, or assessments made pursuant to the terms of the Declaration.

(d) To take general responsibility for administration and management of the Association, and execute such documents and do and perform such acts as may be necessary or appropriate to the taking of such responsibility.

(e) To acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise, any interest in or species in real or personal property, wherever located, in connection with the affairs of the Association.

(f) To do and perform such acts, and execute such documents, as may be necessary or appropriate to accomplish the purposes of the Association and to approve and adopt a set of Bylaws by which the Association shall be run and maintained.

#### ARTICLE V.

##### Covenant for Dues and Assessments

Section 1. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments, and time and manner of payment, shall be fixed by the Board of Directors of the Association and approved by majority vote of the Membership.

Section 2. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first became due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot(s) in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

Section 3. Purpose of Dues. The dues collected by the Association may be used for the following purposes subject to modification by the Association members in accordance with the then operative Bylaws:

(a) For the improvement of the Common Area, repair, upkeep, mowing, snow removal, landscaping, watering, lighting, paving, painting, maintenance and insurance of the Common Area for the use and enjoyment of the Members.

(b) For payment of any taxes and assessments levied or assessed against such Common Area by any governmental body or entity having lawful jurisdiction to do so.

(c) For the maintenance, repair, and reconstruction and related expenditures necessary or appropriate to maintain the Common Area and the Property in a neat, well-kept condition.

(d) For property, casualty and liability insurance coverage of the Owners, and the Association as may be appropriate under the Bylaws of the Association.

Section 4. Effect of Nonpayment of Assessments—Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall be subject to interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

Section 5. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

#### ARTICLE VI.

##### Use Restrictions

Section 1. The use and enjoyment of the Common Area shall be subject to the rules and regulations adopted and revised from time to time by the Members of the Association, to the restrictions referred to in Article II, Section 1, and to the restrictions hereinafter set forth.

Section 2. No use shall be made of the Common Area or any Lot which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Property or any part of the Property.

Section 3. No Owner shall place any structure or improvement whatsoever upon the Common Area or any Lot without approval of the Board.

Section 4. Each Lot shall be used exclusively for single-family residential purposes. No structures constructed outside the Property boundaries

shall be moved inside the boundaries of the Property or used for residential purposes of any kind.

Section 5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the Property be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot.

Section 6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on the Property at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on the Property. No unused building material, junk or rubbish shall be left exposed on the Property except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

Section 7. No unlicensed vehicle may be parked or stored outside on the Property. No grading or excavating equipment, tractors, semitractors/trailers shall be stored, parked, kept or maintained on the Property.

Section 8. No incinerator or trash burner shall be permitted on the Property. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Home or suitable storage facility, except when in actual use or in accordance with the rules and regulations of the Association. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No campers or recreational vehicles shall be used by nonresidents on the Property as temporary guests in excess of a period of two continuous weeks during any calendar year.

Section 9. Landscaping or gardening may only be conducted in the Common Area in accordance with the rules and regulations of the Association or with the prior written approval of the Association.

Section 10. Basketball hoops, swing sets or other recreational equipment may only be installed or maintained on the Lots or Common Area in accordance with the rules and regulations of the Association, or with the prior written approval of the Board.

Section 11. The Board shall temporarily add any rule it deems necessary for the best interests of the Association, until it shall be voted at the annual meeting.

#### ARTICLE VII. Easements and Licenses

Section 1. Association Easements and Licenses. The Association and its agents, contractors and designees shall have an easement and license to go upon any Lot at all times necessary in order to accomplish changes, replacements or repairs to sewers, gas lines, water lines, telephone lines, cable lines, electrical lines, meters, vents and other utilities, or in order to



RATIFICATION OF DECLARATION

The undersigned, being all of the owners of lot(s) 2, 4, 12, 16, 18, 26, 29, 27, 3 all in Timber Lodge Lake, a subdivision in Douglas County, Nebraska, which is further described on Exhibit "A" attached hereto, do(es) hereby ratify, affirm, approve and acknowledge all of the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions of Timber Lodge Lake Association, Inc., as filed on the 2<sup>o</sup> day of June, 1988, at Book     , Page      of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

Joel A. Plettner

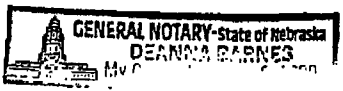
John J. Plettner

Bernice Plettner

Louis E. Plettner

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.:

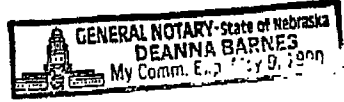
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 1988, by JOELA PLETTNER  
Bernice Plettner.



Deanna Barnes  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Nov., 1988, by John J. Plettner  
Doris E. Plettner.



Deanna Barnes  
Notary Public



EXHIBIT "A"

BOOK 871 PAGE 249

L A K E     D E S C R I P T I O N

(Timber Lodge Lake)

Beginning at a point which lies 557.91 ft. south and 709.09 ft. west of the NE corner of section 7, T15N, R10E of the 6th P.M. Douglas County, Nebraska, which point of beginning also is at the Northeast corner of existing Lake;

Thence S24° 53' 08.6"E along existing east shore line a distance of 56.0 ft.;

Thence S0° 11' 44.1"E a distance of 75.62 ft.;

Thence S° 15' 44' 50.8"W a distance of 82.81 ft.;

Thence S° 51' 26' 56.1"W a distance of 121.86 ft. to existing promitory point and SW corner of "Rose" property;

Thence S04° 18' 30.9"E a distance of 82.02 ft.;

Thence S01° 35' 22.8"E a distance of 72.86 ft.;

Thence S19° 36' 18.5"E a distance of 75.61 ft.

Thence S22° 15' 20.7"E a distance of 67.23 ft.;

Thence S28° 38' 16.3"E a distance of 76.50 ft.;

Thence S42° 07' 46.4"E a distance of 69.82 ft.;

Thence S86° 36' 22.3"E a distance of 70.76 ft.;

Thence S81° 54' 10.3"E a distance of 54.00 ft.;

Thence S65° 01' 34.6"E a distance of 96.44 ft. to northeasterly interior corner of lake, which point also lies 35.96 ft west of chicken house #3;

Thence S22° 13' 17.7"W along east shore of lake a distance of 271.69 ft.;

Thence S27° 19' 24.8"W a distance of 79.40 ft.;

Thence S34° 06' 39.1"W along southeasterly shore a dist. of 63.72 ft

Thence S61° 50' 03.7"W a distance of 51.39 ft.;

Thence S55° 45' 48.5"W a distance of 61.07 ft.;

Thence S86° 50' 59.6"W a distance of 77.76 ft.;

Thence S80° 06' 51.4"W a distance of 77.00 ft.;

Thence continuing west along south shore of lake for a dist. of 64.81 ft. at a bearing of N76° 31' 43.6"W

Thence N59° 38' 55.6"W a distance of 69.5 ft.;

Thence N37° 33' 59.7"W along southwesterly corner of lake a dist of 75.54 ft.;

Thence N46° 57' 57.6"W a distance of 35.5 ft.;

Thence N22° 39' 49.3" along east edge of Namestek gazebo a dist. of 53.11 ft.;

Thence N13° 47' 24.3"W along west shore of lake a dist. of 60.89 ft.

Thence N33° 08' 09.2"W a distance of 60.89 ft.;

Thence N33° 08' 09.2"E a distance of 74.97 ft.;

Thence N41° 20' 46.8"E a distance of 62.92 ft.;

Thence N46° 09' 15.6"E a distance of 68.21 ft. to westerly promitory point.

## LAKE DESCRIPTION

(Timber Lodge Lake Cont.)

Thence N55°26'12.1"W a distance of 96.89 ft.;  
 Thence N50°03'06.9"W a distance of 61.97 ft.;  
 Thence N58°57'17.4"WW a distance of 63.00 ft.;  
 Thence N37°01'30.1"W a distance of 67.93 ft.;  
 Thence N10°25'49.8"W a distance of 57.29 ft.;  
 Thence N00°59'54.8"W a distance of 76.15 ft.;  
 Thence N14°34'59"E a distance of 68.27 ft.;  
 Thence N18°16'56.9"E a distance of 81.19 ft.;  
 Thence N31°50'35.2"E a distance of 66.7 ft.;  
 Thence N47°49'17.2"E a distance of 62.49 ft.;  
 Thence N62°35'10.3"E a distance of 75.29 ft.;  
 Thence N49°18'10.6"E a distance of 93.17 ft.;  
 Thence N55°08'57.3"E along west shore of lake and former  
 east line of Trout Pond a distance of 59.16 ft.;  
 Thence N53°22'15.8"E a distance of 171.99 ft.;  
 Thence S78°28'09.7"E along north shore of lake a distance of  
 86.31 ft. to the point of beginning and  
 containing 11.15 acres more or less.



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GEORGIA  
REGISTERED NEEDS  
DOUGLAS COUNTY, GE

4770 # 7-15-10  
 FEE 45.50R FB 0160000  
 DEL. C/O COMP R  
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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
TIMBER LODGE LAKE ASSOCIATION, INC.

This Declaration is made this 7 day of May, 1995<sup>C.D.</sup>, by the undersigned being all of the owners of the real property described hereafter (the "Declarants").

PRELIMINARY STATEMENT

Declarants are the legal and equitable owners of certain property located near Valley, Douglas County, Nebraska, more particularly described as:

Lots 1 through 44, excluding Lots 36 and 41 (which is part of Lot 17), and 44 (which is part of Lot 22), Timber Lodge Lake as located in Douglas County, Nebraska (herein the "Property") and which is portrayed and further described on the attached Exhibit "A".

There has been constructed homes respectively on Lots 1 through 42, of the Property. Each home is intended for use as a single family residence. Each home has been constructed in a unique architectural style exhibiting an early american motif and in particular, american log cabin construction through the exclusive use of split and whole log materials for the erection and construction of all exterior home improvements.

Declarants desire to protect and enhance the values and residential amenities of the Property by maintaining the uniform appearance of the homes, and providing for permanent open spaces and common facilities for the common benefit of the residents of the homes. The unique architectural style of the homes and lake community atmosphere are paramount to the Declarants.

Declarants have executed this Declaration of Covenants, Conditions and Restrictions, and created an association with the power to maintain and administer the common properties and facilities, administer and enforce the covenants and restrictions, and collect and disburse the dues and assessments authorized by the Declaration.

Declarants hereby declare that all of the Property and each of the Lots thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens established in this Declaration (referred to collectively as "covenants and restrictions"). The covenants and restrictions shall run with the land, and shall be binding on all parties having or acquiring any interest in the Property or any Lot.

ARTICLE I.  
Definitions

The following words when used in this Declaration or in any supplemental declaration shall have the following meanings unless the context clearly requires another meaning:

*Charles D. D. Vetter*  
RR-2 Box 53-D  
Wetzel La. N.E. 68069

Section 1. Lot. "Lot" or "Lots" shall mean and refer to each or all of the following Lots, whose owners have joined in or affectively ratified the covenants and restrictions:

Lots 1 through 44, excluding Lots 36 and 41 (which is part of Lot 17), and 44 (which is part of Lot 22), Timber Lodge Lake as located in Douglas County, Nebraska (herein the "Property") and which is portrayed and further described on the attached Exhibit "A".

Section 2. Common Area. "Common Area" shall mean the following described area: the lake area, road areas, and such other areas or lots as may be acquired by or for the Association.

Section 3. Home. "Home" or "Homes" shall refer to each or all of the improvements situated on each or all of the Lots.

Section 4. Property. "Property" shall mean and refer to the Common Area and the Lots.

Section 5. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, who have approved or ratified the covenants and restrictions; excluding however those parties having any interest in any of such lots merely as security for the performance of an obligation (such as a contract seller, the Trustee or Beneficiary of a deed of trust, or a mortgagee). The purchaser or Lessee of a Lot under a contract shall be considered to be the Owner of the Lot for purposes of this Declaration.

Section 6. Declarant. "Declarant" shall mean and refer to the under-signed operating in the interest of forming and establishing the Association and these covenants and restrictions, and all other owners who may ratify and approve the covenants and restrictions.

Section 7. Association. "Association" shall mean and refer to TIMBER LODGE LAKE ASSOCIATION, INC., a Nebraska not-for-profit corporation, its successors and assigns.

Section 8. Member. "Member" shall mean and refer to every person or entity who holds membership in the Association.

## ARTICLE II. Property Rights

Section 1. Owners' Easements of Enjoyment. Each Owner and the family members of the Owner residing in the Owner's Home shall have a nonexclusive right and easement to use and enjoy the Common Area in common with other Owners; subject to the following:

(a) The rules and regulations relating to the use and enjoyment of the Common Area which have been adopted and certified to by the Association. Such rules and regulations shall apply uniformly to all Owners,

and shall not authorize exclusive use of any part of the Common Area by any Owner.

(b) The right of the Board to suspend the right and easement to the use of the Common Area by an Owner: (i) during any period in which any dues or assessments against his Lot remains unpaid; and (ii) for any infraction of its published rules and regulations until such infraction is corrected.

(c) Rules and regulations relating to use and enjoyment of the Common Area by invitees and guests of an Owner.

(d) The Use Restrictions set forth in Article VI hereof.

Section 2. Mandatory Approval of Improvement, Modifications, and Reconstruction. The exterior of the Homes and the Lots shall be maintained in a uniform manner in accordance with rules certified to by the Association; of particular importance is the protection of the log cabin construction of the homes located on the Property. The exterior of the Homes shall not be improved, modified, or otherwise changed or altered without written approval of the Board. Further, no tool shed, satellite receiving disc, building, fence (including dog run or pen), or other improvement shall be constructed or installed on a Lot or Home without written approval of the Association or its representative.

#### ARTICLE III.

##### Membership and Voting

Each Owner of a Lot shall be a Member of the Association and entitled to one vote during an Association meeting on any matter presented to the Members of the Association. A lessee may vote for an Owner at the time of a meeting with the written permission of the Owner. Membership shall be appurtenant to each Lot, and may not be separated from ownership of the Lot. Only one (1) vote for each lot shall be allowed.

#### ARTICLE IV.

##### Association

Declarants have caused the Association to be incorporated under the Nebraska Nonprofit Corporation Act for the purpose of regulating, maintaining and preserving the Common Areas and the exterior of the Lots and Homes. The Association shall have the following powers and responsibilities with regard to the Common Areas Homes and Lots:

(a) To make known, enact, amend and supplement rules and regulations relating to the use and enjoyment of the Common Area and Lots; provided always that such rules and regulations are uniformly applicable to all Lots and Owners and conform with this Declaration.

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.

(c) To fix, levy, collect, abate, and enforce all charges, dues, or assessments made pursuant to the terms of the Declaration.

(d) To take general responsibility for administration and management of the Association, and execute such documents and do and perform such acts as may be necessary or appropriate to the taking of such responsibility.

(e) To acquire by purchase or otherwise, hold for investment or otherwise, or dispose of for profit or otherwise, any interest in or species in real or personal property, wherever located, in connection with the affairs of the Association.

(f) To do and perform such acts, and execute such documents, as may be necessary or appropriate to accomplish the purposes of the Association and to approve and adopt a set of Bylaws by which the Association shall be run and maintained.

#### ARTICLE V.

##### Covenant for Dues and Assessments

Section 1. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments, and time and manner of payment, shall be fixed by the Board of Directors of the Association and approved by majority vote of the Membership.

Section 2. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first became due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot(s) in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

Section 3. Purpose of Dues. The dues collected by the Association may be used for the following purposes subject to modification by the Association members in accordance with the then operative Bylaws:

(a) For the improvement of the Common Area, repair, upkeep, mowing, snow removal, landscaping, watering, lighting, paving, painting, maintenance and insurance of the Common Area for the use and enjoyment of the Members.

(b) For payment of any taxes and assessments levied or assessed against such Common Area by any governmental body or entity having lawful jurisdiction to do so.

(c) For the maintenance, repair, and reconstruction and related expenditures necessary or appropriate to maintain the Common Area and the Property in a neat, well-kept condition.

(d) For property, casualty and liability insurance coverage of the Owners, and the Association as may be appropriate under the Bylaws of the Association.

Section 4. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall be subject to interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

Section 5. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

#### ARTICLE VI. Use Restrictions

Section 1. The use and enjoyment of the Common Area shall be subject to the rules and regulations adopted and revised from time to time by the Members of the Association, to the restrictions referred to in Article II, Section 1, and to the restrictions hereinafter set forth.

Section 2. No use shall be made of the Common Area or any Lot which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Property or any part of the Property.

Section 3. No Owner shall place any structure or improvement whatsoever upon the Common Area or any Lot without approval of the Board.

Section 4. Each Lot shall be used exclusively for single-family residential purposes. No structures constructed outside the Property boundaries



shall be moved inside the boundaries of the Property or used for residential purposes of any kind.

Section 5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the Property be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot.

Section 6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on the Property at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on the Property. No unused building material, junk or rubbish shall be left exposed on the Property except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

Section 7. No unlicensed vehicle may be parked or stored outside on the Property. No grading or excavating equipment, tractors, semitractors/trailers shall be stored, parked, kept or maintained on the Property.

Section 8. No incinerator or trash burner shall be permitted on the Property. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Home or suitable storage facility, except when in actual use or in accordance with the rules and regulations of the Association. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No campers or recreational vehicles shall be used by nonresidents on the Property as temporary guests in excess of a period of two continuous weeks during any calendar year.

Section 9. Landscaping or gardening may only be conducted in the Common Area in accordance with the rules and regulations of the Association or with the prior written approval of the Association.

Section 10. Basketball hoops, swing sets or other recreational equipment may only be installed or maintained on the Lots or Common Area in accordance with the rules and regulations of the Association, or with the prior written approval of the Board.

Section 11. The Board shall temporarily add any rule it deems necessary for the best interests of the Association, until it shall be voted at the annual meeting.

#### ARTICLE VII.

##### Easements and Licenses

Section 1. Association Easements and Licenses. The Association and its agents, contractors and designees shall have an easement and license to go upon any Lot at all times necessary in order to accomplish changes, replacements or repairs to sewers, gas lines, water lines, telephone lines, cable lines, electrical lines, meters, vents and other utilities, or in order to

maintain service to or prevent injury or damage to any persons, Homes or other property located within the Property.

ARTICLE VIII.  
General Provisions

Section 1. Enforcement. The Association, or any Owner or such Owner's grantees, assigns or heirs shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or any other dues for such violation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of covenant or restriction by judgment or court order shall not affect any other covenants, restrictions or other provisions hereof, each of which shall nevertheless remain in full force and effect.

Section 3. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land until terminated or amended by a written and recorded instrument executed by the Owners of at least seventy-five percent (75%) of the Lots. Any termination or amendment shall only be effective after it has been recorded in the office of the Register of Deeds of Douglas County, Nebraska.

Section 4. Gender. Reference in this Declaration to the masculine shall also refer to the feminine and neuter genders.

EXECUTED this 4<sup>th</sup> day of MAY, 1988<sup>C.D.</sup>

TIMBER LAKE LODGE ASSOCIATION, INC., a  
Nebraska Not-For-Profit Corporation

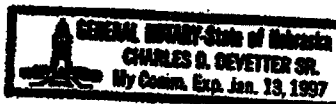
By Broad Cote

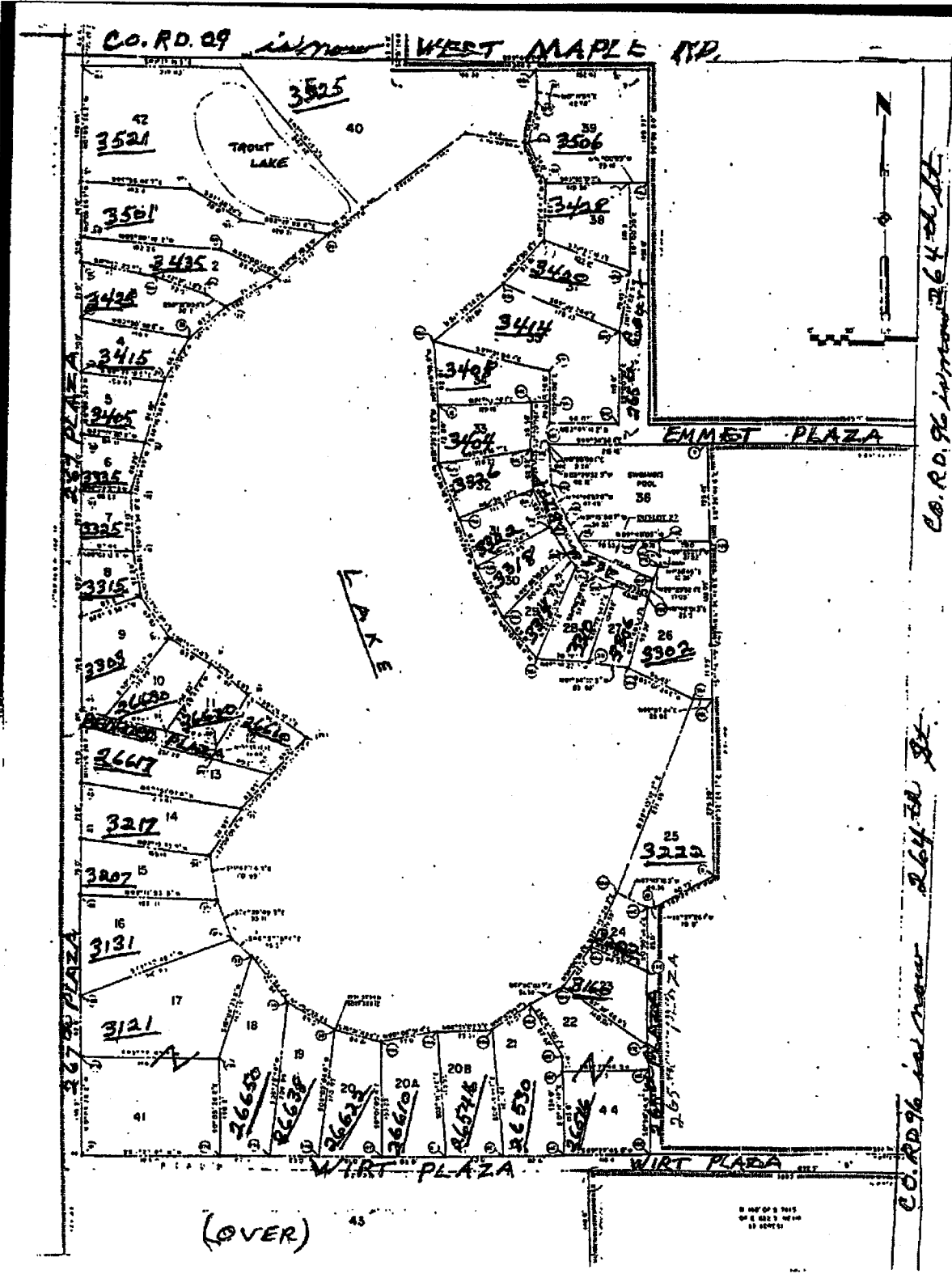
STATE OF NEBRASKA )  
                                  ) ss.:  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4 day of May 1988, 1988, by Broad Cote, of TIMBER LAKE LODGE ASSOCIATION, INC., a Nebraska not-for-profit corporation, on behalf of the corporation.

Charles D. Wells  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS





E 1/2 NE 1/4 SEC 7 - TWP 15 - RANGE 10

PENG  
GENE