

(PROPOSED)
AMENDMENTS TO TIMBER RIDGE PROTECTIVE COVENANTS

Amendment #1

No boats, Jet Ski, campers, recreational vehicles, or trailers may be stored outside on any lot except during the period of 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 following action as set forth in Amendment #4.

Amendment #2

Homeowners may erect or cause to be erected lawn sheds for the purpose of storage. Sheds may not be erected or cause 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.
3. Must be free of decay, rust, discoloration, chipping paint, broken hinges, etc. and shall compliment, 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 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 of the board that the complaint remain sealed and not be disclosed. 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 #4.

Amendment #3

No television or satellite dish larger than 36", or as dictated by the industry standards and new technology, 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 #4.

Amendment #4

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 member:

- 1. FIRST STEP:** First written notice will be provided to a homeowner citing the violation or deficiency and providing said homeowner with 15 (fifteen) days to comply by correcting or removing the violation. All notices will be sent by regular US Mail. Homeowners are will be encouraged to discuss the issue with the board at this stage if they choose to do so.
- 2. SECOND STEP:** Second written warning to the homeowner. Second written warning will provide the homeowner an additional 15 (fifteen) days to comply. And will provide notice that should the violation of deficiency continue that they, the homeowner will be subject to special assessment. Notice will be sent by certified mail.
- 3. THIRD STEP:** Final notice. 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 will 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 will be paid for by the homeowner. Notice of initial assessment will be sent by certified mail.

It is the homeowner's responsibility to notify the board in writing, and sent by US Mail to the association address for doing business 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 same. This does not void the homeowner's responsibility of written notification.