

\$150.00

BLOCK

Dan Jalta

REGISTER OF DEEDS

2001 JUN -4 P 2:48

LANCASTER COUNTY, NE

INST. NO 2001

029787

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**DECLARATION OF
ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made on the date hereinafter set forth by Highway 15, Inc., a corporation, hereinafter referred to as "Declarant".

WITNESSES:

WHEREAS, declarant is the owner of certain property in the County of Lancaster, State of Nebraska, which is more particularly described as follows:

Lots 1 through 7, Block 1; Lots 1 through 22, Block 2; Lots 1 through 8, Block 3, Lots 1 through 24, Block 4; and Outlots A, B & C; Timber Ridge 3rd Addition.

NOW THEREFORE Declarant hereby declares 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 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

The Declarant reaffirms and adopts by reference the Protective Covenants, Inst #98-47250, Timber Ridge Commons Covenants, Inst #98-47251, and the Timber Ridge Association Covenants Inst #98-47252, to apply to all lots and outlots located in the Timber Ridge 3rd Addition, Lancaster County, Nebraska.

ARTICLE II

In addition to all Covenants referred to In Article I, the following additional Covenants are adopted that apply only to all single family residential lots located in said Timber Ridge 3rd Addition, for the reason that all residential lots in said 3rd Addition will be utilized by having single family residences built on each lot with a zero lot where a common wall will be shared two residences with one residence on each side of the common party wall.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall, may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of Law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

PARTY WALL ROOF AND EXTERIORS

Section 6. Color and Texture. The color and texture of any roof and exterior color of the exterior siding or brick facing of any residence sharing a party wall shall not be altered in such color or texture without written consent of the adjoining residence's record owner which shares the party wall.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, relating to roofs and/or exterior color and texture, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE III

COMMON AREA MAINTENANCE

Section 1. The Common Area or Commons is defined as Outlots A, B & C, Timber Ridge 3rd Addition, Lancaster County, Nebraska, which in fact are the only Outlots now contained in Timber Ridge, Timber Ridge 1st Addition, Timber Ridge 2nd Addition and Timber Ridge 3rd Addition, all located on what was originally known as Lots 8 & 9 of Irregular Tracts located in the NW 1/4 of Section 32, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

Section 2. Aforesaid additions consist of the following residential Lots, to-wit:

<u>Addition</u>	<u>Lots</u>	<u>Percent</u>
Timber Ridge	71	.2659
Timber Ridge 1 st Addition	75	.2809
Timber Ridge 2 nd Addition	60	.2247
Timber Ridge 3 rd Addition	<u>61</u>	<u>.2285</u>
TOTAL	267	100%

Section 3. Any person accepting a deed to a lot in Timber Ridge 3rd Addition shall be liable and responsible for the maintenance of said Outlot A, Timber Ridge 1st Addition, and Outlots A, B & C, Timber Ridge 3rd Addition. The total obligation of all residential lot owners in Timber Ridge 3rd Addition shall be .2285 percent of the total cost of such maintenance which shall be divided equally among all of such lot owners.

Section 4. The obligation to maintain such Outlots shall not begin until such time as the Developer deeds such Outlots to the Timber Ridge Association, a Nebraska non-profit corporation, and such lot owners agree to hold harmless the Developer, it's successors and assigns, from payment of .2256 percent of such maintenance, regardless of whether or not the City of Lincoln approves the Timber Ridge Association a Nebraska non-profit corporation as the appropriate entity to transfer the Developer's obligation to maintain such Outlots.

Section 5. It is expressly understood that when the Timber Ridge Association, a Nebraska non-profit corporation, receives a deed to Outlot A, Timber Ridge 1st Addition and Outlots A, B & C, Timber Ridge 3rd Addition, it will be assuming the obligations of the subdivider which is also the Declarant under the conditions of said final plat regarding the maintenance of such common areas and private improvements (none at present time and no such improvements are anticipated at the present time) and that further the City of Lincoln shall have the authority to enforce the maintenance of such Outlots against the Association or the lot owners, as the case maybe, based on their percentage of ownership in the Association (.0038 percent per lot).

Dated this 1st day of June, 2001.

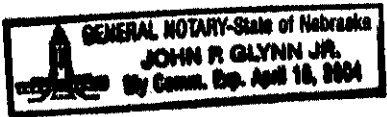
OWNER, DECLARANT, & SUBDIVIDER"
Highway 15, Inc., a Nebraska Corporation

By:

Hubert H. Hall
 HUBERT H. HALL, It's President.

STATE OF NEBRASKA)
) ss.
 COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of June, 2001, by Hubert H. Hall, as President of Highway 15, Inc., on behalf of the corporation.



John P. Glynn, Jr.
 Notary Public