



BK: 2522 PG: 2220

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CLERMONT COUNTY, OH  
DEBORAH HALL CLEPPER, COUNTY RECORDER  
06-25-2014 At 11:29 am.  
DECLAR 68.00  
OR Book 2522 Page 2220 - 2226

**SECOND AMENDMENT TO THE TIMBER RIDGE OF CLERMONT COUNTY  
HOMEOWNERS' ASSOCIATION DECLARATION OF COVENANTS AND RESTRICTIONS**

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This Second Amendment to the Timber Ridge of Clermont County Subdivision's Declaration of Covenants and Restrictions (hereinafter referred to as the "Covenants") is made by the Timber Ridge of Clermont County Homeowners' Association, on this 24th day of June, 2014.

WHEREAS, pursuant to that certain Declaration recorded at Volume 1168, Page 605, of the Official Records of Clermont County, Ohio, Timber Ridge of Clermont County Homeowners' Association is the homeowners' association for that certain housing development located in Clermont County, Ohio, known as Timber Ridge of Clermont County Subdivision.

WHEREAS, the Timber Ridge of Clermont County Subdivision, Declaration of Covenants and Restrictions as shown in Plat Volume 8, Pages 94-97, Plat Volume 9, Pages 16-18, Plat Volume 10, Pages 80-82 and 390-392, and Plat Volume II, Pages 293-295 of the Official Records of Clermont County, Ohio, are to be amended.

WHEREAS, The Revised Timber Ridge Subdivision Declaration of Covenants and Restrictions for the Timber Ridge Homeowners' Association, dated September 24, 2008, and was recorded January 20, 2009, in Official Records Book 2157, Page 411, of the Official Records of Clermont County, Ohio, are to be amended.

WHEREAS, pursuant to Section XXIII of the 2009 version of the Declaration of Covenants and Restrictions, the Declaration of Covenants and Restrictions may be amended or terminated by a vote of sixty-seven (67%) of the entire voting power of the Association.

NOW, THEREFORE, upon the consent of not less than two-third (2/3) of its Members who voted, the Association hereby declares that all of the property described on Exhibit "A" shall be held, sold, and conveyed subject to the easements, restrictions, covenants, conditions, and liens set forth in this Declaration and any subdivision plat which includes any and all lots, real estate, and common area in the Timber Ridge Subdivision, shall run with the land and is binding on all parties having an interest right, title, interest, in the described property or any part of thereof, their heirs, successors and assignors, and shall inure to the benefit of each owner thereof. By execution and recording of this Declaration, the Association hereby declares the prior Declaration null and void and canceled and for all purposes, replaced with this revised Declaration.





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**I. NAME OF ASSOCIATION**

The official name of this Corporation, as filed in the records of the office of the Secretary of State of Ohio, is Timber Ridge of Clermont County Homeowners' Association.

**II. LANDOWNERS ASSOCIATION MEMBERSHIP**

All owners of lots in the Subdivision will be required to join and maintain membership in, and abide by the rules, regulations, and covenants of the Timber Ridge of Clermont County Homeowners' Association, hereinafter referred to as the "Association". All lot owners in the subdivision shall pay equal dues for each lot owned in the subdivision without regard for its size or location within the subdivision. Dues shall be paid annually and payable by January 1st of each year in advance. For a member to be considered "in good standing" their dues must be current and there can be no outstanding violations or HOA assessed liens on the property.

**III. ASSOCIATION ORGANIZATION**

The Association shall be a non-profit organization whose members shall be lot owners. The powers and duties of the Association shall be carried out by a Board of Trustees (hereinafter referred to as "The Trustees") of no fewer than three or more than five persons, who shall be elected every three years, by and from among the membership of the Association, as set forth in the Association Code of Regulations. Each lot owned will entitle its owner or owners, collectively, who are in good standing, to a single vote. When an individual or corporation in good standing owns more than one lot, they are entitled to only one vote for their combined ownership.

**IV. PURPOSE OF THE ASSOCIATION**

The purpose of the Association, to be carried out by The Trustees, will be to take action, as required, in order to enforce these Covenants; to take over ownership of common land and facilities, to act as the Designee of the Association, maintaining, repairing, improving, regulating, and controlling the use of common land and improvements on common land, and other easements and improvements that may be created for the common benefit of the Subdivision, including utilities that are not otherwise maintained, repaired or controlled; to act as the Designee of the Association in reviewing request for approval or disapproval uses, changes to the property, built improvements, landscape improvements, in granting or denying special approvals and permissions, as called for in the Covenants and as the need may arise; to protect and further the common interest of the subdivision property owners in the Community beyond by acting as their representative, from time to time as required, with government, regulatory, and utility authorities, and with neighboring property owners, and by other action that the Association deems appropriate and proper. The Association shall have the power to levy dues and assessments in order to meet current and projected expenses of maintenance, improvements, and regulations. The Association shall also have the power to adopt and amend a Code of Regulations.





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**V. PLANNING AND REVIEW COMMITTEE**

The Association may, if it chooses to do so, designate a Planning and Review Committee, of no fewer than three and no more than five persons, and may delegate responsibility to this committee for reviewing requests for approval and disapproval of proposed uses, changes, and improvements.

**VI. APPROVAL OF BUILT IMPROVEMENTS**

Exterior construction is prohibited to commence on any building, structure, driveway, deck, fence, wall, outbuilding, permanently installed swimming pool, or pool shelter until the plans and specifications have been submitted to and approved in writing by The Trustees. The Design Review Application form can be found on the HOA Website at [www.site.timberidgeloveland.org](http://www.site.timberidgeloveland.org). Failure to have an approved Design Review Application may result in the enforcement of penalties provided in the Code of Regulations.

The request must include a detailed written description (i.e., materials to be used, color of the finished construction, etc.), drawings (if available), pictures (if available), and all measurements and dimensions of the work to be performed. The Planning and Review Committee will examine the request and present the homeowner with their decision within fourteen days of the submission of the request. Unless an extension is granted by the Trustees, any exterior construction shall be fully completed and all unused construction materials shall be removed within a period of six months from beginning construction.

**VII. LOTS FOR RESIDENTIAL USE**

All lots in this subdivision, with the exception of the common areas, are only for single family residential purposes. Single family residences and one accessory building for uses related to gardening and storage may be constructed and maintained, subject to the provisions contained in these Covenants. Any accessory building must be located in the rear yard of the residence and maintain architectural continuity with the residential structure. No single family dwelling shall be erected upon a lot unless it has at least nine hundred square feet of living space, excluding garage, basement, and open porches. A two car minimum attached garage and a sixteen foot wide driveway is required for each dwelling. All driveways shall be poured concrete. The residence shall be constructed with a slab foundation, crawl space, or basement. The exterior walls shall be covered with only wood, stone, rock, brick, vinyl, or aluminum. Each lot shall have a minimum side yard of five feet and a minimum rear yard of five feet, within which no structures can be located. Rolled roofing is prohibited. The exterior finish on all buildings shall be stained, varnished, or painted with a minimum of two coats.

Permanently installed swimming pools shall be installed below ground. All seasonal (temporary above ground) swimming pools shall be assembled no earlier than May 15th and disassembled no later than September 15<sup>th</sup>. All swimming pools shall be located in the rear yard only.

Any commercial, educational, or business enterprise conducted within the subdivision shall be conducted according to the Goshen Township, Ohio Zoning Requirements.





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**VIII. COMMON AREAS**

The Association shall be responsible for the care and maintenance of all common areas and/or open spaces (as designated on the subdivision plan) located in the subdivision. The dumping of garbage, refuse, or waste on any common areas is prohibited. While upon a common area, no one shall be permitted to create loud, noxious, or offensive noises or activities.

**IX. PROPERTY MAINTENANCE**

All lots must be well maintained and kept in good repair. The lot shall include, but is not limited to, the residence, decks, fences, driveway, patios, outside structures, landscaping, and mailboxes.

**X. SIGNAGE**

No sign shall be affixed to or placed upon the exterior walls, roof, or any part thereof of any building. Signs advertising the dwelling for rent or sale shall not exceed thirty inches square. As to all other signs, each dwelling is permitted to display two signs. No sign shall be placed in any common area without written permission of The Trustees. All signs are the responsibility of the lot owner and must be kept upright and in good condition at all times.

**XI. FENCING**

No wall, fence, or hedge shall be erected or grown nearer the front line of the lot than the rear of the house line. All fences shall be a split rail, Kentucky Board, wrought iron, or picket design and made of wood, iron, or vinyl. The fence may have a mesh wire liner on the inside of the fence only. All fences, walls, or hedges shall not exceed five feet in height. No privacy fence shall exceed twenty-four feet in length nor exceed eight feet in height. Wood or vinyl privacy fences must match the decor of the exterior of the house by the use of paints, stains, or vinyl (must be colors that match the color schemes of the homes in the community). All fences, walls, and hedges must be placed on owner's side of property line.

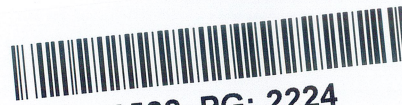
**XII. ANIMALS AND PETS**

Lot owners are permitted to keep ordinary household pets. No commercial breeding of any animal shall be permitted on any lot. No more than three dogs may be kept on any lot. All dogs must be contained by a fence, which may include the underground invisible type, in the rear yard. Any dog outside the containment area must be on a leash and supervised by its owner. No hogs, livestock, fowl, or poultry of any kind shall be bred, raised, or kept on any lot at any time.

**XIII. AWNINGS**

No awnings of any kind are permitted in the front or side of the home. Vinyl, canvas, or fiberglass awnings are permitted on any rear deck, patio, or porch.





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**XIV. RADIO AND TELEVISION TOWERS AND SATELLITE DISHES**

All television and radio towers are prohibited. Television antennas and satellite dishes shall not exceed thirty-nine inches in diameter. Television antennas shall not exceed three feet in height. Satellite dishes and television antennas shall be placed to the rear of the house and all efforts shall be made so they are not seen from the road.

**XV. AIR CONDITIONERS AND HEAT PUMPS**

All air conditioners and heat pumps shall be located only on the side or rear of the property away from view of public right of ways or placed in its original placement area.

**XVI. TRASH, GARBAGE, JUNK, OR SCRAP MATERIALS**

No trash, garbage, junk, or scrap materials shall be allowed to remain on a lot without regular and frequent removal. Trash and garbage shall be kept in sanitary containers with lids or other closure, secure from opening by animals. Containers and other material shall be kept in the garage or other enclosure and shall not be left in view of the community. Containers may be set out twenty-four hours before expected collection and stowed away within twenty-four hours after collection. Any spilled or uncollected materials shall be cleaned up and removed promptly from community view.

Any type of temporary storage container used during moving or construction shall only be on the homeowner's concrete driveway or concrete apron while in the subdivision, and removed within six months.

**XVII. HOLIDAY DECORATIONS**

All decorations for any holiday or celebration shall only be erected and displayed thirty days prior to the holiday or celebration and removed thirty days after the holiday or celebration has ended.

**XVIII. VIOLATION OF THE LAW**

Lot owners shall not permit anything to be done or kept in their residence or lot which would be in violation of any law.

**XIX. AUTOMOBILES AND THE PARKING OF LARGE VEHICLES**

No commercial trucks or trailers of any kind shall be permitted to be parked in the subdivision, unless the same is being used for construction or repair work in the subdivision. Utility vans and pick-up trucks are permitted. Boats, trailers, campers and all other recreational vehicles must be parked on the homeowner's concrete driveway, concrete apron, or stored in the garage while in the subdivision. No buses shall be parked on any lot, street, apron, or driveways in the subdivision. No vehicles in an inoperable condition or unlicensed condition shall be stored on the street, driveway, or apron of any





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residence. However, such vehicles can be kept in the garage as to keep the vehicle completely out of view from the public. These restrictions shall not apply to vehicles used during any type of construction or relocation.

**XX. RENTING AND LEASING PROPERTIES**

Leasing of a residence shall also be subject to these covenants. Residences shall not be rented by the Owners for transient or hotel purposes, which shall be defined as rental for any period less than one hundred eighty days. Lessees of a residence must abide by these covenants and any and all rules and regulations of the Association. The Owner of the residence is ultimately responsible for the conduct of the Lessees of the dwelling.

**XXI. ALL NEW UTILITY LINES AND OTHER UTILITIES UNDERGROUND**

All utility lines (electric, telephone, cable television) installed on the lots governed by these covenants from existing utility service lines to the building on each lot shall be buried underground and shall not be carried overhead on poles or otherwise above the surface of the ground. Residential propane or fuel oil tanks are permitted for home heating purposes only if installed underground in an approved location as permitted by regulatory agencies having jurisdiction.

**XXII. ENFORCEMENT**

The enforcement of these Covenants may be initiated and pursued by The Trustees by proceedings at law or in equity against any person violating or attempting to violate any Covenant. The Complaint Filing Form can be found on the HOA Website at [www.site.timberidgeloveland.org](http://www.site.timberidgeloveland.org). The Trustees may seek actions for injunctive relief, damages, and the recordation of real estate liens. The invalidation of any of these Covenants by a court will in no way affect the validity and enforcement of the other provisions of these Covenants, which will remain in full force and effect.

**XXIII. DURATION**

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors, and assignors in perpetuity.

**XXIV. DECLARATION BINDING; AMENDMENT**

WHEREAS, pursuant to Section XXV of the Second Amendment to the Declaration of Covenants and Restrictions, the Declaration of Covenants and Restrictions may be amended or terminated by a vote of two-third (2/3) majority of its Members in good standing who voted.





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**XXV. CERTIFICATION**

The President of the Association hereby certifies that this Declaration of Covenants and Restrictions for Timber Ridge of Clermont County Homeowners' Association has been approved in writing by two-thirds majority of its members entitled to vote.

**IN WITNESS WHEREOF**, the President of the Association on behalf of the Owners approving this Second Amendment to the Declaration hereby executes this Declaration on this 24th day of June, 2014.

**TIMBER RIDGE OF CLERMONT COUNTY HOMEOWNERS' ASSOCIATION**

**David F. Stroup, Witness**  
Treasurer  
Timber Ridge of Clermont County  
Homeowners' Association

BY:

**Kerby W. Richmon, President**  
Timber Ridge of Clermont County  
Homeowners' Association

**William O. Blalock, Witness**  
Vice President  
Timber Ridge of Clermont County  
Homeowners' Association

**STATE OF OHIO, COUNTY OF CLERMONT**

On this 24th day of June, 2014, before me, a notary public in and for said county, personally came the Timber Ridge of Clermont County Homeowners' Association, through its President, Kerby Richmon, and acknowledged the signing thereof to be his voluntary act and deed.

Witness my official signature and seal on the day last above mentioned



FRANCISCO MERLO  
Notary Public, State of Ohio  
My Comm. Expires Oct. 2, 2016

  
**Notary Public**