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ROBERT T. KELLY, DIRECTOR OF RECORDS

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TITLE OF DOUCMENT: Declaration of Covenants, Conditions of Restrictions of  
Timber Creek Ranch

DATE OF DOCUMENT: August 15, 2005

GRANTOR(S): Andachter, Pollard, Development LLC

GRANTEE(S): Timber Creek Ranch Home Owners Association, Inc.

GRANTEE(S) MAILING ADDRESS: 23212 E. Shepherd Rd., Blue Springs, Mo.  
64015

LEGAL DESCRIPTION: Exhibit A

FIRST AMERICAN TITLE INS. CO.

538689

REFERENCE BOOK & PAGE(S):

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Declaration of Covenants, Conditions of Restrictions of  
Timber Creek Ranch

THIS DECLARATION, made on the date hereinafter set forth by Andachter, Pollard, Development LLC, hereinafter referred to as "Developer" and "Declarant."

WITNESSETH;

WHEREAS, Declarant constitutes the owners of Certain Property in the City of Independence, County of Jackson, State of Missouri, which is more particularly described as:

TIMBER CREEK RANCH- FIRST PLAT, Lots 1 through 41, a subdivision in Independence, Jackson County, Missouri, according to the recording plat thereof.

AND WHEREAS, Declarants desire the place certain protective covenants, conditions, restrictions, reservations, liens and changes on said property, as hereinafter set forth, for the use and benefit of Declarant, their grantees and assigns;

WHEREAS, Declarants desire to provide for the preservation and enhancement of the property values, amenities and opportunities and a residential subdivision to be developed the aforesaid area and for the maintenance of the property for the maintenance of the property and improvements thereof, and such other property as may be subsequently subjected hereto, and to this end desire to subject the real property heretofore described, to the covenants, restrictions, easement, changes and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarants have deemed it described, for the efficient preservation of the environment, values and amenities in said property to create and agency to which should be delegated and assigned the powers of owning, maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents;

WHEREAS, Developer has incorporated or caused to be incorporated or will cause to be incorporated, under the laws of the State of Missouri, the TIMBER CREEK RANCH HOME OWNERS ASSOCIATION, INC., as a not-for-profit-corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarants hereby declare that all of the property described above and any property subsequently annexed by separated Declaration hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. The easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring and right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

SECTION 1 "Association" shall mean and refer to the TIMBER CREEK RANCH HOME OWNER ASSOCIATION, INC., its successors and assigns.

SECTION 2 "Declarant" shall mean Andachter, Pollard Development, LLC.

SECTION 3 "Developer" shall mean and refer to the Andachter, Pollard Development, LLC.

SECTION 4 "Lot" shall mean and refer to any separately numbered plot of land shown upon and recorded subdivision map of the property.

SECTION 5 "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

SECTION 6 "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 7 "Mortgagee" shall mean the holder of a conventional mortgage or deed of Trust or a beneficiary under or holder of a deed of trust.

SECTION 8 "Mortgage" shall mean a conventional mortgage or deed of trust.

SECTION 9 "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot or other land which a part of the Property, including, contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10 "Property" shall mean and refer to that certain real property hereinafore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

SECTION 11 "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant or Developer alone which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

## ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. In within ten (10) years of the date of this Declaration, the Developer, alone or in conjunction with other parties, should develop additional lands within the immediate vicinity of and contiguous to, or immediately adjacent to a public road or area which is contiguous to, there heretofore described land subject to the Declaration, or other land hereafter annexed to the said property by the unanimous vote of Class B member without the assent of any member other than the Developer.

Section 2. Following the period set forth in the preceding section, annexation of additional property to be made subject to there restrictions shall require of two-third (2/3) of all Class A votes cast at a meeting duly called for this purpose; written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the vote of the aforesaid class of membership shall constitute a quorum. If the Required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the

preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, member not present may give their written assent to the action taken thereat.

### ARTICLE III ASSOCIATION MEMBERSHIP

Every person or entity that is a recorded owner of the fee or undivided fee interest in any lot which is subject to covenants of record, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to covenants of record. Ownership of such lot shall be the sole qualification for membership.

### ARTICLE IV VOTING RIGHTS

The Association shall have two classes of voting membership

**Class A.** Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**Class B.** Class B members shall be the Declarants. The Class B Members shall be entitled to three (3) votes for each lot they hold the interest required for membership by Article III. Class B membership may be converted to Class A membership as to any lots, at the option of the Developer, by delivery of a written notice to the President of the Association, or at such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership and shall in any event cease to exist, and all lots owned by the Declarant or either of them shall become subject of Class A Member on January 1, 2014. Association hereby irrevocably appoints Developer as its Trustee and agent and gives to Developer its proxy for the purpose of casting any Class B membership votes to which it is entitled so long as developer owns any lots subject to this Declaration which entitle Developer to be a Class B member.

### ARTICLE V POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem then necessary or advisable.

- (1) To enforce, in its own name, any covenants, conditions, or restrictions which may not or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.
- (2) To maintain, plant, care for, spray, trim, protect, and replant trees, grass, shrubs, and other landscaping on all street in public places in or near the Property.
- (3) To provide and maintain such lights as the Association may deem advisable on street, areas dedicated to the public or for use of member in this Association, gateway entrances or other features.

- (4) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.
- (5) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and equipment thereof on any land set aside for the general use of the public or the owners, or to which all such owners have access and use thereof; and to provide for the maintenance of natural water courses.
- (6) To obtain liability insurance insuring the Association
- (7) To obtain workers compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
- (8) To obtain a standard fidelity bond covering all members covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (9) To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove there from loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.
- (10) To acquire and own the title to such real estate as may be reasonable necessary in order to carry out the purpose of the Association, and to pay taxes on such real estate as may be so used by it. To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.
- (11) To enter into such agreement with other Home Associations, municipalities, political subdivisions, individuals, and corporations in order to implement the purposes of the Association, and to provide such implement for the benefit of the owners and members of this Association within the purview of this Declaration.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the property, hereby covenant, and each owner of any lot by acceptance of deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenants and agree to pay to Assessments as provided in Section 6 of this Article VI: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the owner or owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments, the assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the property, and for the maintenance, repair, and services listed in the Article V hereof, and for any other purpose which is necessary or desirable for the maintenance of improvements of the property or which is of general benefit to the owners and occupants.

SECTION 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following conveyance by Declarant or either of them of the first lot to an Owner, the maximum annual assessment shall be Fifty and no/100 (\$50.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot by the Declarant or either of them to an Owner, the maximum annual assessment may be increased effective January 1 of each year without vote of the membership in conformance with the rise, if any, of the consumer price index (published by the Department of Labor, Washington D.C.) between the months of July during the two immediately preceding calendar years.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant or either of them to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such periods of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, as a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of assessments undertaken as an incident to merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the property, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action requiring membership approval under Section 3 and 4 shall be sent to all Members not less than 30 days no more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to an individual lot on the first day of the sixth month following the next succeeding transfer of title following the original conveyance of each lot by Declarant or either of them provided that a conveyance by Developer to a successor who meets the definition of Developer shall not be deemed an original conveyance; or, upon the first day of the month following issuance of a certification of occupancy or similar certificate for the improvements on the lot by the appropriate authority approving the occupancy of a dwelling on such lot, whichever shall first occur. The first annual assessment shall be prorated according to the number of months remaining in the calendar year following the commencement date. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed

by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when dues shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum. The Association may bring an action at law against the property owner personally obligated to pay the same, or foreclose the lien against the property, and interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

SECTION 8. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinated to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust, such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed or trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessment or installments.

## ARTICLE VII ARCHITECTURAL CONTROL

SECTION 1. Conditions. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters, the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant or either of them to an owner shall be made or done without the prior approval of Andachter, Pollard, Development LLC, or their successor Developer, so long as they or their successor Developer continues to own any lot now or hereafter subjected to this Declaration, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered made or done without the prior written consent of Andachter, Pollard Development LLC or their successor Development, so long as they or their successor Developer continues to own any lot now or hereafter subjected to the Declaration. The undersigned Developer hereby reserves the absolute right and privilege to approve or disapprove any modifications of restrictions pursuant to preserving and enhancing value and to maintain a harmonious relationship among structure and the natural vegetation and topography.

SECTION 2. Purpose. Developer or the Architectural Review Board, as applicable, shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such manner as to preserve and enhance value and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 3. Procedures. In the event the Developer or the Architectural Review Board, as applicable, fail to approve, modify or disapprove, in writing, an application within 30 days after plans and specification in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision by a two-thirds (2/3) vote of the Directors. No appeal may be taken from a decision of Developer.

## ARTICLE VIII USE RESTRICTIONS

SECTION 1. Use of the land. None of said Lots 1 through 41, TIMBER CREEK RANCH- 1<sup>ST</sup> PLAT, may be improved, used or occupied for other than private single family residential purposes (except for model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any lot at any time as a residence, either temporary or permanently. No lot may be improved, using or occupied for the purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Developer and his contractors and subcontractors to maintain, during the period of construction of any improvements upon any lot, such facilities as in the sale opinion of the Developer may be reasonably required, convenient or incidental to the construction of such improvements.

SECTION 2. Height Limitations. Any residence erected on any of said lots shall no be more than two (2) levels in height above ground, provided that a residence with more that two (2) stories in height may be erected on any said lots with the written consent of Developer or the Architectural Review Board, after its appointment.

SECTION 3. Required Size of Residences. Any residence consisting of a single level, above ground level, with an attached garage shall contain a minimum of 1,500 square feet of enclosed floor area. Any raised ranch or split-entry residence with only one level above ground level shall contain a minimum of 1,500 square feet of enclosed floor area on the first floor above ground level. Any split level or front to back split or multi-level residence shall contain a minimum of 1,600 square feet on the main living level of the residence which shall be considered to be the plane of the first floor of the house above ground level. Any raised ranch or split-entry which consists of one and one-half stories of enclosed floor space above ground level shall have a minimum of 1,200 square feet of enclosed floor area on the first floor above ground level and a total combined floor area of 1,800 square feet on all levels above ground. Any one and one-half story residence shall have an attached garage and shall contain a minimum of 1,200 square feet of enclosed floor area on the first floor above ground level and a total combined floor area of all levels above ground level of 1,800 square feet. Any two story residence shall have an attached garage and shall contain a minimum of 1,000 square feet of enclosed floor area on the first level above ground and a combined floor area of both levels above ground level of 1,800 square feet. Any reversed one and one-half story residence shall have 1,400 square feet on the main floor with a total of 2,000 square feet. Developer reserves the absolute and uncontestable right to determine the square footage of any residence for purposes of determining whether or not the minimum requirements hereunder are met.

SECTION 4. Exterior Requirements of Homes. All Homes are to be painted or finished in earth tone colors on exterior walls. Developer must approve exterior colors. All lots are to be sodded and landscaped within a reasonable amount of time after occupancy. No fencing shall be permitted on any lot unless the same is wood fencing and approval for all fencing must be obtained in the same manner and method as set out in Article VII, except that no fencing shall be permitted nearer to the front street than the rear lines of the residence, except that decorative railing along the walkways may be authorized upon submission of application with plans and specifications.

The Pitch of any roof line on a straight ranch, or raised ranch having only one story above ground level shall be no less than 6/12 unless specifically and otherwise approved per Article VII. Ground level is used in this section shall be considered to be the elevation of the ground across the front of the proposed residence at the front of such proposed residence.



**SECTION 5. On Ground and Above Ground Pools Prohibited.** No above or on ground swimming pools shall be erected, installed, constructed and/or maintained by the owner of any lot, other than entirely portable and moveable wading pool, unless specifically and otherwise approved with written consent of Developer or Architectural Review Board, after its appointment.

**SECTION 6. Building Lines.** No dwelling or residence shall be located nearer to the front lot line or side lot lines than as indicated on the recorded plat map on the property. Developer reserves and is hereby given the right to permit the construction of a dwelling on any lot two (2) feet nearer to the street line which abuts such a lot by executing and recording a property instrument in writing changing the building setback line.

**SECTION 7. Garages.** Each residence shall have an attached or basement private garage for not less than two (2) cars. The driveway on each lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

**SECTION 8. Roofing material.** All roofing shall be 30 year Timberline roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved by Andachter Pollard Development, LLC. or the Architectural Review Board, as applicable.

**SECTION 9. Commercial Activity Prohibited.** No commercial activity of any kind shall be conducted on any lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer for the sale of new construction by Developer or other builders.

**SECTION 10. Uncompleted Structures.** No building shall be permitted to stand with its exterior in unfinished condition for longer than five (5) months after construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, and a certificate of occupancy or occupancy permit or similar certificate is issued by applicable authorities.

**SECTION 11. Basements.** Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Developer as shown on the recorded plat of the property. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other material shall be in place or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**SECTION 12. Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

**SECTION 13. Utilities.** Water, gas, lights, telephone, and other utilities shall be located underground on each residential lot, except perimeter lots and other tracts of land.

**SECTION 14. New Construction.** All residences and other buildings permitted hereby on residential lots shall be initially new construction. No buildings shall be moved onto any lots. Outbuildings must be approved in writing by Developer or Architectural Review Board. Outbuildings shall be built with same

exterior material and roofing as residence. The pitch of any roof line shall be no less than 6/12. Landscaping is required around perimeter of outbuilding. Outbuildings shall be constructed on concrete pad. Maximum square footage of outbuilding shall be 150 square feet and 14 feet height limitation.

SECTION 15. Animals Prohibited. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats, and other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such animals be kept on any lot if the unreasonably disturb the owner or residents of any other lot. All animals shall be confined to the owner's lot except when on a lease or when in direct and constant control of the owner thereof or a member of his family. The construction, placement or erection on any lot of any structure, enclosure, cage, dog pen, dog run or other device used to confine or house dogs, cats, or other animals not prohibited in this Section 15 is expressly subject to the requirement of Article VII.

SECTION 16. Advertising Prohibited. No advertising signs (except on of not more than nine (9) square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any lot, not shall any lot be used in any way for any purpose which may endanger the health or unreasonable disturb the owner of any other lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any lot or on any portion of any lot, provided further, however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

SECTION 17. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate fencing so as to conceal them from view of neighboring owners of lots. All rubbish, trash, or garbage shall be regularly removed from each lot, and shall be kept in sanitary containers. No clothes lines shall be permitted on any lot.

SECTION 18. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed, or maintained on any portion of any lot. The foregoing shall include satellite dished or other exterior devices for the receipt of transmission of television or radio signals through the airwaves.

SECTION 19. Storage Tanks. No tank for the storage of fuel may be maintained on any lot above the surface of the ground.

SECTION 20. Automobile Maintenance. The building, rebuilding, or any other form of automotive manufacture, whether for hire or otherwise, shall not occur on any lot hereby restricted.

SECTION 21. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over ¾ ton, recreational vehicles, motor homes, boats, un-mounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or any other motor vehicles or trailers shall be regularly parked in the open on any lot or at the curb and in any event not more than twelve (12) hours at any one time.

SECTION 22. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped, or placed on any undeveloped portions of the property.

#### Article IX General Provisions

SECTION 1. Enforcement. Enforcement of these covenants and restrictions shall be /by any proceeding at law on in equity against any person or persons violating or attempting to violate any

covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Any such action may be initiated by Declarant, any owner, or the Homes Association created and referred to herein. Failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall be in no event be deemed a waiver of the right to do so thereafter.


SECTION 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five percent (75%) of the Class A and B votes combined, and thereafter by an instrument signed by members entitled to cast not less than two-thirds (2/3) of all votes, provided, however, that the terms and provisions contained within Article VII and Article VIII may not be amended or repealed so long as the Developer to any such amendment or revocation. Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed and filed for record in Jackson County, Missouri, in the Recorder of Deeds Office in Independence.

SECTION 3. Notices. Any notices required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed or postpaid to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

SECTION 4. Language Variation. The use of Pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to the actual facts.

In Witness Whereof, the said Declarant has caused this instrument to be executed on this 15 day of Aug, 2004

  
Gregory A. Andachter

  
James W. Pollard

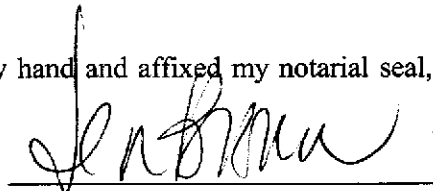
State of Missouri

County of Jackson

on this 15 day of Aug, 2004, before me appeared Gregory A. Andachter and James W. Pollard, to me personally known to be the persons who executed the foregoing instrument, and that they acknowledged the same as their free act and deed.

IN WITNESS WHEREOF,  
year first above written.

I have hereunto set my hand and affixed my notarial seal, the day and

  
Notary Public

My Commission expires  
\_\_\_\_\_

JEN BROWN  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Comm. Expires: OCT. 21, 2007

**EXHIBIT 'A'**

**LOTS 1-41, TIMBER CREEK RANCH, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY,  
MISSOURI.  
A.P.N.**

Initials: \_\_\_\_\_