

the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association and shall have the right by majority vote to make any and all decisions of the Association.

b) Each owner of a lot by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment was imposed.

c) The Association shall have the following rights, powers and duties in regard to the sewer system in the above described Timberlake Estates - Plat 1 and on any tract of land hereafter annexed to and made subject to the provisions of this Declaration, to-wit:

1. The Association shall maintain, operate, repair, improve, and regulate the use of said sewer system. In connection with such maintenance, operation, repair, improvement and regulation of the sewer system, the Association shall comply with all requirements and duties imposed by the Missouri Clean Water law, Chapter 644 RSMo., and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder, and all other provisions of law, federal, state and local, as such may exist from time to time.

2. The Association shall provide to the owners of all lots or tracts made subject to the provisions of this Declaration the right of connection with such sewer system for the collection, treatment and disposal of sewage and wastewater and the owners of each lot or tract made subject to the provisions of this Declaration

must connect to said sewer system, subject, however, to the conditions hereinafter provided, and subject to such reasonable rules and regulations as may be prescribed by the Association, such rules and regulations to be uniform in application to all owners of lots of the same classification.

3. The Association is empowered to contract with any other person, firm, or governmental or other entity for the performance of all or any part of the sewage treatment services, or construction, repair and improvement of the sewer system, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operating and maintaining the sewer system.

4. The Association shall adopt, prescribe and enforce reasonable rules and regulations with respect to the use of the sewer system. Said rules and regulations shall not conflict with the Missouri Clean Water Law and regulations promulgated pursuant thereto.

5. The Association shall be authorized from time to time to employ such agents, servants and employees as it may determine necessary, and may employ counsel to prosecute or defend suits or actions for or against it concerning the sewer system and the operation thereof.

6. The Association shall be authorized to contract for and obtain such policies of insurance and surety bonds as it may deem necessary or appropriate concerning construction, maintenance, operation, repair and improvement of the sewer system.

7. The Association shall have the easement and right to use all of the sewer line easement areas and utility easement areas shown on the plat of the subdivision to install, repair and maintain sewer lines and utility lines in said easement areas. The Association shall also have the right to use the sewer line easement areas described in paragraph 44 above.

8. The Association shall have a perpetual easement in gross for ingress and egress upon, over and across all lots or tracts made subject to the provisions of this Declaration to perform its obligations and duties as required by these covenants. Should it be necessary to enter a lot or tract to repair a sewer line or other sewer facility, agents and workmen shall be entitled to entrance by exhibiting to the lot owner or tract owner an order from the Board of Directors of the Association.

9. The Association shall have the power to own and maintain the Sewage Disposal Area described above herein and any other real estate which it deems appropriate in carrying out its purposes.

10. The Association is empowered to transfer and convey to any public authority, municipal corporation, sewer district, or private corporation certificated by the Public Service Commission of Missouri, said sewer system and all real property and personal property owned by the Association,

either with or without money consideration therefor with the written consent of the owners of not less than three-fourths of the lots then subject to the provisions of this Declaration.

d) All dwellings and other structures located on any lot or tract made subject to the provisions of this Declaration requiring sewage or wastewater disposal facilities must be connected to the sewer system described herein. The said dwelling or structure before being connected to the sewer system shall have installed on the lot or tract where said dwelling or structure is located a Model GP 2010E/One Sewer System or a comparable sewer system approved in writing by the Association which is manufactured and sized in accordance with the Rules and Regulations of the Missouri Department of Health and the rules and regulations of the Association. The connection of the lateral sewer line on a lot or tract to the sewer main of the Association shall be subject to the control of the Association and shall be accomplished by a qualified plumber using materials which meet industry standards. No private sewage disposal system shall be permitted on any lot or tract except as specified herein and unless the same complies with all rules, regulations, ordinances and laws applicable to the same; provided however, the Association shall have the right to authorize in writing a different system.

e) If the sewer system of the Association shall at any time require maintenance, repair, improvement or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same and to determine the terms of the contract. The Association shall pay for the costs thereof from the annual and special assessments made hereunder. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment for such costs.

f) Each owner of a lot by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided for use in carrying out the purposes of the Association. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment was imposed.

g) The annual and special assessments shall be used for the purposes of the Association specified herein and including but not limited to the following:

1. To control, operate, install, repair, maintain and regulate the roads made subject to the provisions of this Declaration.

2. To control, operate, maintain, repair and improve the Lake Area referred to above herein.

3. To operate, maintain, use and control the Sewage Disposal Area referred to above herein.

4. To install, construct, operate, repair, replace and maintain sewer facilities in the sewer line easement areas made subject to this Declaration.

5. To acquire title to any of the real estate within the boundaries of any of the real estate made subject to the provisions of this Dec-

laration and use the same as common area for the benefit of all lot owners.

6. To acquire title to any of the real estate within the general vicinity of the real estate subject to the provisions of this Declaration and use the same as common area for the benefit of all lot owners.

7. To maintain such insurance on the subdivision roads, lake area, sewage disposal area, sewer line easement areas and other property owned and/or controlled by the Association as the Association deems appropriate.

8. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.

9. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.

10. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.

11. The term "common areas" as used above herein shall include the subdivision roads, the lake area, the sewage disposal area, the sewer line easement areas and all other real estate owned and/or controlled by the Association and designated as "common areas" by the Association.

h) The assessments of the Association shall be assessed equally against each lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each lot an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assess-

ments shall be made and collected by the Association as required for the purpose set forth in this document.

i) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the lot which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Cooper County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the lot.

j) If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or nonuser of the benefits for which the assessment is imposed.

k) The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a lot subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or

transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due during the time he or she owned the property.

ANNEXATION REAL ESTATE

46. The undersigned, or any assignee of the rights of the undersigned as Developer hereunder or the Association, may at any time hereafter by written Declaration recorded in the Office of the Recorder of Deeds of Cooper County, Missouri make all or any part of the following described real estate situated in Cooper County, Missouri, to-wit:

The land described in the deeds recorded in Book 322, Page 431; Book 199, Page 825; Book 198, Page 394; Book 209, Page 309; Book 190, Page 679; Book 223, Page 443; Book 343, Page 991; Book 223, Page 445; Book 183, Page 698; Book 193, Page 661; Book 269, Page 474; Book 191, Page 37; Book 191, Page 45; Book 258, Page 218; Book 257, Page 152; Book 283, Page 524; Book 212, Page 796; Book 286, Page 27; Book 328, Page 249; Book 263, Page 321; Book 276, Page 76; Book 276, Page 78; Book 193, Page 665; Book 300, Page 669; Book 300, Page 487; Book 233, Page 522; Book 196, Page 385; Book 238, Page 629; and Book 268, Page 645, Deed Records of Cooper County, Missouri being located in Section 8, Township 48 North, Range 17 West, Cooper County, Missouri.

with the written consent of the owner of said real estate, subject to the provisions of this Declaration, and in such event each lot, tract or parcel shall be subject to and be deemed a part of this Declaration and the owners of each said lot, tract or parcel and each said lot, tract or parcel shall be subject to, be bound by and be deemed a part of this Declaration, including the Architectural Control provisions contained herein, and the owners of each said lot, tract or parcel shall be a member of the Association and shall be entitled to all of the benefits contained herein, including the same right of all other lot, tract or parcel owners to use the common areas referred to above herein, and each said lot, tract or parcel and the owners thereof shall be subject to assessment by the Association and shall be bound by all of the provisions contained herein regarding the

Association with all of the benefits and all of the obligations as a member of the Association.

MODIFICATION

47. These covenants and restrictions and the provisions contained herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned or the assignee of the rights of the undersigned as Developer hereunder, and (b) the owners of two-thirds (2/3) of the lots or tracts subject to this Declaration; provided however, after either the undersigned or the assignee of the rights of the undersigned as Developer ceases to own eighty percent (80%) or more of the lots or tracts subject to the provisions of this Declaration or the end of ten (10) years after the date of this document, whichever is later, any of the foregoing provisions may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the lots or tracts subject to this Declaration.

ENFORCEMENT

48. The undersigned, the Association and/or the owner of any lot or tract subject to this Declaration may enforce this Declaration and the provisions herein and shall have the right to proceed in law or in equity or both, against any person or persons violating or attempting to violate any of the provisions of this Declaration, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and the Association shall have the right to enforce its lien rights as set out above herein, and in any said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

DEVELOPER RIGHTS

49. Philip Imhoff Construction, Inc., a Missouri corporation, shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint members of the Architectural Control Committee, the right to appoint the members of the Board of Directors of the Associa-

tion and the right to annex additional lots, tracts or parcels to this Declaration as provided above herein, to any other person or persons but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a lot or tract subject to the provisions of this document.

50. Invalidation of any one of the provisions of this Declaration by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 25 day of FEBRUARY, 2000.

OWNER & DEVELOPER:

PHILIP IMHOFF CONSTRUCTION, INC.,
a Missouri corporation

BY: Philip A. Imhoff, President
PHILIP A. IMHOFF, President

ATTEST:

Lori A. Imhoff Sec
LORI A. IMHOFF, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF Cooper)

On this 25th day of Feb, 2000, before me appeared PHILIP A. IMHOFF, to me personally known, who, being by me duly sworn, did say that he is the President of PHILIP IMHOFF CONSTRUCTION, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boonville, Missouri, the day and year first above written.

M. Joann Ernst
Notary Public

My commission expires:

M. Joann Ernst

3-18-2003

SEA!