

and with the existing character of the neighborhood,  
and with the character of the neighborhood planned by  
the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, structure or improvement (or in the exterior finish materials of any dwelling, building or improvement) located within a lot shall be made, commenced or maintained within a lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwellings, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, structure or improvement or addition to, or change to, or alteration upon (or change in exterior materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and

that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on lots subject to these Covenants, and that same would be of at least the same quality as the average of the quality of the existing structures then located on lots subject to these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the lots subject to these Covenants and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

37. The initial Architectural Control Committee shall be composed of Philip A. Imhoff and Lori A. Imhoff. The Architectural Control Committee may designate in writing a representative to act for it. In the event of the death or resignation of any said member of the Committee, the other above named Committee member shall serve as the sole member of said Committee. The undersigned, Philip Imhoff Construction, Inc., a Missouri corporation, shall have the right to remove any member of the Committee, to designate the new members of the Committee and to change the number of members of the Committee, until the time that the Architectural Control Committee is to be the Board of Directors of the Association as referred to in the next paragraph below. In the event of the death, resignation or removal of any member of the Committee, Philip Imhoff Construction, Inc., a

Missouri corporation, shall designate the successor member of the Committee until the time that the Architectural Control Committee is to be the Board of Directors of the Association as referred to in the next paragraph below.

At the end of ten (10) years after the date of this document or after the undersigned has sold and conveyed title to eighty percent (80%) or more of the lots subject to the provisions of this Declaration (being the above described lots and any other lots hereafter subjected to the provisions of this Declaration), whichever is later, the Architectural Control Committee shall be the Board of Directors of the Association referred to below herein.

No member of the Architectural Control Committee shall receive any compensation for services performed.

The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.

38. The initial members of the Architectural Control Committee shall have the right to assign their rights to serve as members of said Committee to any other person or persons and the undersigned as Developer of the above described lots and any other lots made subject to the provisions of this Declaration shall have the right to assign its rights as Developer hereunder to any other person, but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of one or more of the above described lots or any lot hereafter subjected to the provisions of this Declaration as set out below herein.

39. Any personal interests, or alleged personal interests, of a member of the Architectural Control Committee with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural

Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety.

40. That notwithstanding any other provisions contained herein, the Architectural Control Committee and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstance whatsoever. In no event shall any member of the Architectural Control Committee be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control Committee or a member of the Committee shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

#### SUBDIVISION ROADS

41. The Association shall have the right, power and authority to control, operate, install, repair, maintain and regulate the roadway areas in the subdivision subject to the rights, now existing or hereafter acquired, of Cooper County, Missouri and to assess the owners of each lot to pay the costs incurred in performing said activities. The undersigned agrees at the undersigned's expense to install asphalt or concrete on all of the roads shown on Timberlake Estates Plat 1 after the

undersigned has sold and conveyed title to ten (10) of the thirty-eight (38) lots shown on said plat.

LAKE AREAS

42. The undersigned agrees that not later than the 31st day of December, 2001 the undersigned will convey to Timber Homeowners Association, a Missouri not for profit corporation, marketable title in fact to the following described real estate situated in Cooper County, Missouri free and clear of all liens and encumbrances, to-wit:

Tract A shown on the plat of Timberlake Estates - Plat 1 as shown by plat recorded in Plat Book 7, Page 425, Deed Records of Cooper County, Missouri.

together with such lake easements, drainage easements and other easements as reasonably required in connection with the control, operation, maintenance, repair and use of the lake area and the body of water which shall constitute the lake, and all of the aforesaid areas including the aforesaid easement areas are hereafter collectively referred to as the "Lake Area".

The Association shall thereupon control, operate, maintain, repair and retain title to the lake area for the use and benefit of the owners of all of the lots made subject to and in accordance with the provisions of this Declaration as a recreational area except the Lake Area shall be used only by the owners of lots made subject to this Declaration, the occupants of lots made subject to this Declaration and the guests of said lot owners and lot occupants only if said guests are accompanied by the owner or occupant of said lot and the Association shall not have the power to grant lake rights or privileges to any other person or entity. The Association shall have the exclusive right and power to adopt, prescribe and enforce reasonable rules, regulations and restrictions with respect to the use of the lake area by the lot owners and shall have exclusive jurisdiction and control of the lake area subject to the restrictions contained in the preceding sentence. The Association is authorized to contract for and to obtain such policies of insurance as it deems necessary or appropriate concerning the use, operation and maintenance of the lake area. The Association may not convey title

to the lake area to any other entity or person without the prior written consent of the owners of not less than three-fourths (3/4) of the lots then subject to the provisions of this Declaration.

SEWAGE DISPOSAL AREA

43. The undersigned agrees that not later than the 31st day of December, 2001 the undersigned will convey to Timber Homeowners Association, a Missouri not for profit corporation, marketable title in fact to the following described real estate situated in Cooper County, Missouri free and clear of all liens and encumbrances, to-wit:

Tract B shown on the plat of Timberlake Estates - Plat 1 as shown by plat recorded in Plat Book 7, Page 425, Deed Records of Cooper County, Missouri.

together with such sewer line easements and other easements as reasonably required in connection with the operation, maintenance, use and control of the sewage disposal system serving a lot subject to this Declaration, and the aforesaid Tract B and all of the aforesaid easement areas are herein collectively referred to as the "Sewage Disposal Area".

The Association shall thereupon control, operate, maintain and retain title to the Sewage Disposal Area for the use and benefit of the owners of all of the lots made subject to the provisions of this Declaration for sewage disposal purposes. The Association shall have the exclusive right and power to adopt, prescribe and enforce reasonable rules, regulations and restrictions with respect to the use of the Sewage Disposal Area by the lot owners and shall have exclusive jurisdiction and control of the Sewage Disposal Area. The Association is authorized to contract for and to obtain such policies of insurance as it deems necessary or appropriate concerning the use, operation and maintenance of the Sewage Disposal Area. The Association shall not convey title to the Sewage Disposal Area to any other entity or person without the prior written consent of the owners of not less than three-fourths (3/4) of the lots then subject to the provisions of this Declaration.

The Association shall also have the right and power to permit owners of land not subject to this Declaration to use the sewage disposal area on such terms and under such contractual arrangements as the Association deems appropriate.

SEWER LINE EASEMENTS

44. The Association shall have and is hereby granted a perpetual, nonexclusive sewer line easement over and across the following described easements areas, to-wit:

- a) All of the utility easement areas shown on the plat of Timberlake Estates - Plat 1, Plat Book 7, Page 425, Deed Records of Cooper County, Missouri.
- b) All of the roadway areas shown on the plat of Timberlake Estates - Plat 1, Plat Book 7, Page 425, Deed Records of Cooper County, Missouri.

which shall have the right to install, construct, operate, repair, replace and maintain sewer lines, sewer mains and sewer pipes and sewer facilities incidental thereto in said easement areas and which shall have the right to remove any tree, brush, structure or other obstruction of any kind or character which may endanger the safety of or interfere with the operation or maintenance of said sewer facilities.

ASSOCIATION

45. The undersigned shall not later than December 31, 2001 cause to be incorporated a not-for-profit corporation under the laws of the State of Missouri to be known as Timber Homeowners Association, a Missouri not-for-profit corporation (or such other name selected by the undersigned in the event said name is not available), referred to herein as "Association", and the Association shall have the right, power and authority to own, control, operate, install, repair and maintain the Subdivision Roads as referred to in paragraph 41 above, to control, operate, maintain and repair the Lake Area referred to in paragraph 42 above, to operate, maintain, use and control the Sewage Disposal Area referred to in paragraph 43 above, to install, construct, operate, repair, replace and maintain the sewer facilities referred to in paragraph 44 above, and to perform the purposes set out in this Declaration. Each owner of a lot subject to this

Declaration shall be a member of the Association. The membership appurtenant to any lot shall not be separated from ownership of the lot. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

a) The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the undersigned either until such time that the undersigned has sold and conveyed title to eighty percent (80%) or more of the lots subject to this document (being the above described lots and any other lots hereafter subjected to the provisions of this Declaration) or until the end of ten (10) years after the date of this document, whichever is later. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each lot owned for the election of the Board of Directors. When more than one person holds an interest in any lot, all such persons shall be members and shall have one vote for such lot which shall be exercisable as the owners of the lot may determine but in no event shall more than one vote be cast with respect to any lot. The initial Board shall have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be elected so as to maintain a total membership on the Board of three (3). The election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By-laws established by the Directors of the Association, insofar as such By-laws do not conflict with the provisions of this document and in case of conflict the provisions of this document shall control. After the undersigned no longer has the right to appoint the members of the Board of Directors of the Association,