

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF TIMBERLAKE ESTATES - PLAT 2**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the Owner and Developer of the following described real estate situated in Cooper County, Missouri, to-wit:

Lots Thirty-nine (39) through Eighty-two (82), both inclusive, of Timberlake Estates - Plat 2 as shown by plat recorded in Plat Book 8, Page 12, Deed Records of Cooper County, Missouri.

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein upon all of the above-described lots for its own benefit and for the benefit of all future owners of said lots in said subdivision, and to create the easement contained herein; and

WHEREAS, the undersigned desires that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said lots shall be bound by and shall have the right to invoke and enforce the same;

NOW, THEREFORE, the undersigned does hereby impose the covenants and restrictions hereinafter set out on all of the above-described lots, being Lots Thirty-nine (39) through Eighty-two (82), both inclusive, of Timberlake Estates - Plat 2 as shown by plat recorded in Plat Book 8, Page 12, Deed Records of Cooper County, Missouri, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and its successors in title to the above described lots and upon its successors and assigns forever, and the undersigned does hereby create the easements set out below herein, to-wit:

1. No dwelling with attached garage, or other structure permitted by the Architectural Control Committee, shall be located closer to the boundary line of any lot than (a) the building lines shown on the plat of the subdivision where the lot is located, (b) fifteen (15) feet from any side lot line which does not connect to the radius of a cul-de-sac, (c) six (6) feet from any side lot line which connects to the radius of a cul-de-sac, and (d) twenty-five (25) feet from the rear lot line; except no structure shall be located in the "stem" of a stem lot and except the requirements of this paragraph shall not be applicable to fences. In the event of a dispute as to the location of the side boundary line of a lot, the rear boundary line of a lot or the location of the stem on a stem lot the location of the same shall be determined by the Architectural Control Committee.

2. That the above described lots and each said lot shall be subject to all of the provisions of paragraphs 1 through 7 and 9 through 50 of the Declaration of Covenants, Easements and Restrictions of Timberlake Estates - Plat 1 recorded in Book 335, Page 476, Deed Records of Cooper County, Missouri (herein referred to as the "Declaration").

3. That the above described lots and each said lot and all of the land described in the aforesaid plat of Timberlake Estates - Plat 2, Plat Book 8, Page 12, Deed Records of Cooper County, Missouri are hereby annexed into and made a part of the Declaration with

the provisions of paragraph 1 above as to the lots in said Plat 2 to be applicable in lieu of the provisions of paragraph 8 of the Declaration.

4. That the above described lots and each said lot and all of the land described in the aforesaid plat of Timberlake Estates - Plat 2, Plat Book 8, Page 12, Deed Records of Cooper County, Missouri are hereby made subject to the Architectural Control provisions contained in the Declaration.

5. 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.

6. That the above described lots and each said lot and all of the land described in the aforesaid plat of Timberlake Estates - Plat 2, Plat Book 8, Page 12, Deed Records of Cooper County, Missouri are hereby made subject to the jurisdiction of the Association described in the aforesaid Declaration and are made subject to the assessments by the Association described in said Declaration and the owner of each said lot shall be a member of the Association with all of the rights and subject to all of the obligations as a member of the Association as specified in the Declaration, including the same right of all other owners of lots subject to the Declaration to use the Lake Area described in the Declaration, to use the Sewage Disposal Area described in the Declaration and to use the common areas referred to in the Declaration.

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

- a) All of the utility easement areas shown on the plat of Timberlake Estates - Plat 2, Plat Book 8, Page 12, Deed Records of Cooper County, Missouri.
- b) All of the roadway areas shown on the plat of Timberlake Estates - Plat 2, Plat Book 8, Page 12, 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.

8. This Declaration shall be binding upon the undersigned and its successors and assigns forever.

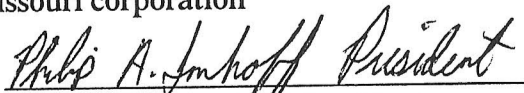
IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 24th day of August, 2001.

ATTEST:


LORI A. IMHOFF, Secretary

OWNER & DEVELOPER:

PHILIP IMHOFF CONSTRUCTION, INC.,
a Missouri corporation

BY: 
PHILIP A. IMHOFF, President

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 24th day of August, 2001, 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 DEVELOPERS, 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 Columbia, Missouri, the day and year first above written.

Donna M. Roof
Notary Public

My commission expires:

Donna M. Roof, Notary Public
Cooper County, State of Missouri
My Commission expires Dec. 16, 2001

SEAL

MORTGAGEE'S SUBORDINATION AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the holder of the Note secured by a Deed of Trust on the above described real estate recorded in Book 331, Page 333, Deed of Trust Records of Cooper County, Missouri, does hereby subordinate said Deed of Trust to the provisions of the foregoing Declaration of Covenants, Easements and Restrictions of Timberlake Estates - Plat 2.

Dated this 24th day of August, 2001.

Boone County National Bank,
a corporation
BY: [Signature]
Sr. Vice-President
Gary L. Meyerpeter

ATTEST:

[Signature]
Secretary Jill A. Cox

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 24th day of August, 2001, before me appeared Gary L. Meyerpeter, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice-President of Boone County National Bank, 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 Vice-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 Columbia, Missouri, the day and year first above written.

Tanya Carr

Tanya Carr Notary Public

My commission expires:

May 9, 2004

SEAL