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STATE OF MISSOURI SS
COUNTY OF PLATTE
I HEREBY CERTIFY INSTRUMENT RECEIVED

SECOND AGREEMENT OF MODIFICATION
OF CONDITIONS AND RESTRICTIONS
OF
TIMBER RIDGE

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THIS SECOND AGREEMENT OF MODIFICATION OF CONDITIONS AND RESTRICTIONS OF TIMBER RIDGE (hereinafter referred to as "SECOND MODIFICATION") is entered into this 11 day of October, ²⁰⁰⁰~~1998~~, by and between the owners of record of seventy-five percent (75%) or more of the lots subject to the Declaration of Conditions and Restrictions of Timber Ridge, (hereinafter referred to as the "RESTRICTIONS") dated November 6, 1979, recorded in Book 576, at Page 1, in the Office of the Recorder of Deeds for Platte County, Missouri.

WHEREAS, Article III of the Restrictions provided that the same may be modified prior to January 1, 2009 at any time by an Agreement of Modification executed by the record owners of seventy-five percent (75%) of the lots subject thereto; and

WHEREAS, seventy-five percent (75%) or more of the lot owners executed an Agreement of Modification of Conditions and Restrictions of Timber Ridge (hereinafter referred to as the "FIRST MODIFICATION") recorded in the Office of the Recorder for deeds for Platte County, Missouri on the 28th day of December, 1983, in Book 656, at Page 634 under Document Number 003116; and

WHEREAS, the owners of seventy-five percent (75%) or more of the lots in the subdivision known as Timber Ridge are desirous of entering into this Second Amendment modifying the terms of the Restrictions as hereinafter set forth.

This document has been recorded in the Platte County Recorder's Office. Contact this office for certified copies: Recorder of Deeds - Ida Cox, 415 3rd St., Suite 70, Platte City, MO 64079, (816) 858-3326

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act, or performance or non-performance of duties imposed hereby, by the Declarant, the Board or their members or representatives, the Declarant, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorney's fees from the person or entity bringing such action against it or them, unless the Declarant, the Board or their members or representatives shall specifically be adjudicated liable to such claimant."

4. Article XI. VIOLATION OF RESTRICTIONS: is hereby supplemented by adding the following covenants: "In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the covenants and restrictions contained herein within ten (10) days after receipt of written notice from the Timber Ridge Homeowners Association (hereinafter referred to as "ASSOCIATION") designating the particular violation, the Declarant and/or the Association shall have the power and authority to impose upon that person a fine for such violation (the "VIOLATION FINE") not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Declarant and/or the Association shall have the power and authority, upon ten (10) days' written notice, to impose another

Violation Fine which shall also not exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys fees, shall be a continuing lien upon the lot against which such Violation Fine is made.

5. Article VII. Section 9. is hereby amended to read as follows: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.
6. The Amendments contained herein shall be deemed to be and shall be covenants running with the land and shall bind the heirs, successors, and assigns of all parties hereto and all owners of real property within the subdivision known as TIMBER RIDGE, a subdivision of land in Platte County, Missouri.

IN WITNESS WHEREOF, the undersigned owners have placed their signatures and seals as of the day and year above written.

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DECLARATION OF CONDITIONS AND RESTRICTIONS

OF

TIMBER RIDGE

THIS DECLARATION Made This 6th day of November, 1979, by H/L LAKEVIEW DEVELOPEMENT CORPORATION, a Missouri corporation hereinafter referred to as Declarants:

WITNESSETH:

WHEREAS, Declarants are the owners of real property hereinafter described in Article I hereof, and

WHEREAS, Declarants desire to subject said property to the following conditions, restrictions and charges for the benefit of said property and its present and subsequent owners,

NOW, THEREFORE, Declarants hereby declare that the property described in Article I hereof is and shall be held and conveyed upon and subject to conditions, covenants, restrictions, reservations and charges hereinafter set forth:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this Declaration is situated in the County of Platte, State of Missouri, and is described as follows:

All that part of the East half of the West half of the Northwest quarter and East half of the Northwest quarter of Section 20, Township 51 North, Range 34 West, bounded as follows: Beginning at the Southeast corner of the Northwest quarter of said Section 20; thence West along the South line of said quarter section 1980 feet to a point; thence North along the West line of the East half of the West half of the Northwest quarter of said section 2318.15 feet to a point on the center line of a State Highway designated Route 45; thence South 67 degrees 24' East along the center line of said highway 2145.1 feet to a point on the East line of the Northwest quarter of said Section 20; thence South along said quarter section line 1491.1 feet to the point of beginning, Except that part thereof within the right of way of Missouri State Highway No. 45.

Said tract of land having been platted as TIMBER RIDGE, a subdivision of land in Platte County, Missouri.

ARTICLE II

DEFINITION OF TERMS

Wherever used in this Declaration, the following terms shall have the following meanings:

"The Committee" means the Architectural Committee as described in ARTICLE V hereof.

"Declarant" or "Declarants" means W/L LUXEMEN DEVELOPMENT CORPORATION, its successors or assigns.

"Said Property" means all the real property subject hereto described in ARTICLE I.

"Restrictions" means the covenants and restrictions contained herein.

"Lot" means one of the parcels within the property designated in ARTICLE I.

"Structure" means any thing or device (other than trees or shrubbery not planted in a hedge) whose placement upon any lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered patio, swimming pool, fence, wall, or hedge more than three (3) feet in height, signboard, or any temporary or permanent living quarters, including any house trailer. "Structure" shall also mean any excavation or fill whose volume exceeds five cubic yards, or any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash, drainage channel or driveway upon or across any lot.

"Owner" means (as applied to the owner of any lot) any person having any estate therein.

"Person" means artificial persons, such as corporations, fictitious firm names and partnerships, but not necessarily limited thereto, as well as natural persons.

"Street" means any street, highway, or other thoroughfare located on the property designated in ARTICLE I, whether designated

thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

"Setback area" means that portion of a lot upon which no structure can be built.

ARTICLE III

DURATION AND MODIFICATION OF RESTRICTIONS

These restrictions shall remain in full force and effect until January 1, 2009, and thereafter shall be continued automatically and without further notice without limitation unless and until terminated or modified by the recording in the office of the County Recorder of Platte County of any agreement of termination or modification executed by the then record owners, (not including encumbrances) of 75% of the lots subject thereto.

These restrictions may be modified prior to January 1, 2009, at any time and in any particular by the recording in the office of the County Recorder of Platte County of an agreement of modification executed by Declarants, provided Declarants are the record owners of at least 10% of the lots subject thereto. If Declarants own less than 10% of the lots subject to these restrictions; these restrictions in that event may be modified by agreement of modification executed by record of owners of 75% of the lots subject hereto.

ARTICLE IV

USE OF PROPERTY

No lot shall be used for other than residential purposes; nor shall any lot be used for residential purposes by more than one family at any one time, provided, however, that the housing of guests or domestic servants upon a lot in conjunction with the use thereof by a single family shall not be deemed in violation of this provisions.

No stable, hutch, barn, coop, or dog run shall be placed or maintained upon any lot.

No lot shall be used for the purpose of boring, mining quarrying, exploring for, or removing water, oil, or other hydrocarbons, minerals, gravel or earth. No machinery shall be placed, operated or maintained upon any lot except such machinery as is usual and customary in connection with the maintenance of a private residence.

No lot shall be used for the conduct of any business or commercial activity of any kind or nature whatsoever. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any act be done or condition maintained thereon which may be or become any annoyance or nuisance to the neighborhood. Provided, however, that nothing in this Article or elsewhere in this Declaration shall be construed to prevent either the erection, placement or maintenance by Declarants, its successors or its duly authorized agents, of signs and other advertising devices or offices or buildings in connection with the conduct of any tract business of Declarants and/or the development and sale of any part of said tract.

No sign, billboard, or advertising structure of any kind shall be constructed or maintained upon any lot, nor shall same be displayed to the public view except that Declarants reserve the right to locate, construct, or move on to any lot in TIMBER RIDGE a temporary real estate office to be used as such by Declarants or its agents in the sale of the property in said subdivisions and to erect signs of any size for real estate purposes. No signs shall be erected or placed upon any lot for resale purposes.

No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except that lumber and other building materials may be kept thereon during the course of construction of any approved structure for immediate use in such work of construction.

No building, trailer, garage or other structure (other than a completed building or buildings whose design

and construction has been approved by the Declarants in the manner hereinafter provided) shall be used, temporarily or permanently as a residence on any lot.

No boat, trailer, truck or any other vehicle similar or related in use shall be stored or parked on any lot unless the same shall be kept in an enclosed area which is out of sight of any adjacent lot or street.

ARTICLE V

ARCHITECTURAL COMMITTEE

The Architectural Committee shall initially consist of two (2) members: JERRY D. NELSON, SR. and DENNIE A. LAKEY, SR., or by a representative designated by a majority of the members of the committee. The approval of this committee shall be sufficient to decide any questions. Should any of the members for any reason become unable to act due to death, resignation or incapacity, their successors shall be appointed by agreement of the remaining members. The powers and duties of such committee shall continue for the duration of these restrictions.

At any time hereinafter the Declarants may assign and transfer all of the rights and powers concerning architectural control for the committee to another architectural committee which may hereafter be organized, and which shall assume the duties of the committee hereunder pertaining to the particular rights and powers and reservations assigned: upon any such committee evidencing its consent in writing to accept such an assignment, it shall have the same rights and powers and be subject to the same obligations and duties as the committee hereunder.

ARTICLE VI

DESIGN AND CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

No structure may be erected or maintained on any lot except one single family dwelling house designed for occupancy by not more than one family, together with the customary accessory

garage appurtenant thereto and such other structures as may be appropriate for the improvements and landscaping of said lot for the purpose of its occupation as a residence by a single family. Carports shall not be allowed unless they are made a part of the house plan and then only by specific approval in writing by the committee. No house or out-building shall exceed thirty feet in heights from the finished grade of the lot, without the express approval of the committee given as provided in this Article. All roofs are to be of wood shingle construction. All lots shall be equipped with one electric yard light equipped with a photoelectric switch operating the light during the night. The lights shall be maintained in good operating condition by the landowner.

No dwelling house shall be erected or maintained upon any lot if such dwelling house has an interior living floor area (exclusive of accessory buildings, basements, garages, and covered and uncovered porches or patios) less than 2,000 square feet.

No structure shall be erected, placed, moved onto, or permitted to remain upon any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof unless complete plans therefor, including the exterior color scheme and exterior materials, a plot plan of the location thereof with reference to said lot and with reference to structures upon adjoining lots, and a grading plan and landscaping plan for said lot, shall have been submitted to and approved in writing by the architectural committee prior to the change in the exterior appearance in any structure already erected upon said property. Approval of said plans and specifications may be withheld because of failure to comply with any of these restrictions or because said plans fail to include such information as may be reasonably requested by the committee, or because of objection to the design and appearance of the proposed structure; or its failure to conform with existing structures upon other

lots or because the location, grading plan, landscape plan, color scheme, finish, design, proportions, style of architecture, heights, or appropriateness of the proposed structure is in-harmonious with the general plan of improvement of said property or with other structures located on lots in the vicinity of the lots on which said building or structure is proposed to be placed or maintained. The committee shall approve or disapprove said plans within thirty (30) days after their submission. Failure of the committee to disapprove plans after thirty (30) days shall constitute automatic approval. Upon approval by the committee of plans for construction or alteration of any structure, a copy of such plans as so approved shall be deposited for permanent record with the committee, and a copy of such plans bearing the written approval of the committee shall be returned to the owner of the lot upon which structure is or will be placed.

The Committee may promulgate rules governing the form and content of plans to be submitted for its approval, and may issue statements of its policy with respect to approval and disapproval of details or other matters, which may be presented to it for approval. Such rules and such statements of policy may be amended or revoked by the Committee at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the Committee as to its approval or disapproval of any feature or matter subject to its approval, or to waive the exercise of the Committee's discretion as to any such matter. Approval for use on any lot of any plans or specifications shall not be deemed a waiver of the Committee's right, in its discretion to disapprove such plans, features or elements, which are subsequently submitted for approval for use on any other lot or lots.

If any structure shall be altered, erected, placed or maintained upon any lot otherwise than in accordance with plans and specifications approved by the Committee pursuant to the provision

of this ARTICLE VI, such alteration, erection, and maintenance shall be deemed to have been undertaken in violation of this ARTICLE VI and without the approval required herein. Any approved work of construction or alteration shall be prosecuted diligently to completion in accordance with the plans so approved, and completed within twelve months after the date of such approval. Failure to so complete such work shall cause such approval to be automatically withdrawn, unless the Committee extends such approval for a period of not to exceed six (6) months. After such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied, or permitted to remain on a lot for a period longer than three (3) months.

Upon completion of the construction or alteration of any structure in accordance with plans approved by the Committee, the Committee shall upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the lot on which such structure is placed, and stating that the plans and location of such have been approved and that such structure complies therewith. Recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this section shall be prima facie evidence of the facts therein stated, as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the lot described therein comply with all the requirements of this Article, and with all other requirements of this Declaration as to which the Committee exercises any discretionary or interpretive powers.

Any member or agent of the Committee may, at any reasonable time or times, enter upon and inspect any lot for the purpose of ascertaining whether the maintenance of such lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither the Committee,

its agent or its members shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

All driveways, parking pads, or other areas intended for vehicular traffic shall be paved with a dust free material. Driveways paved with asphalt; concrete, or a process called chip and seal are acceptable paving materials under this paragraph.

No antennas, aerials, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon any lot in such a manner as to be visible from any adjacent lot or street, unless approved by committee.

No dog run, dog house, kennel, or other animal, domestic animal, or household pet, pen, enclosure, housing or sheltering facility shall be constructed or maintained upon any lot without specific approval in writing by the architectural committee. Approval of the committee shall be obtained in the manner provided heretofore in this Article for general structure of plans.

No above ground swimming pools shall be constructed, or maintained upon any lot.

All windows in residences, except stained glass windows or other leaded glass windows, shall be of wood frame construction.

No rubbish, weeds, leaves, or trash shall be burned on any lot.

All fences shall be approved by the architectural committee, in writing, as to specific materials, construction techniques, and locations.

ARTICLE VII

SETBACKS

No structure shall be located within any setback area of seventy-five (75) feet on the front and forty (40) feet on either side of the lot, nor shall any portion of structure be located on any setback area unless the owner has obtained the approval of the Committee, given as in ARTICLE VI above provided. Such approval

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shall, upon the written request of the owner of such lot, be evidenced by a certificate of compliances provided for in ARTICLE VI hereof.

ARTICLE VIII
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as reflected in the records of the Recorder of Deeds of Platte County, Missouri. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements. Easement area of each lot or tract and all improvements in it shall be maintained continuously by the owner of the lot or tract, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IX
WEED REMOVAL

Each lot or home owner, or contract purchaser thereof, shall keep his property free and clear of all weeds and rubbish and do all things necessary or desirable to keep the premises neat and in good order; excepting homes not yet sold by Declarants. Upon completion of a residence building the owner shall within ninety (90) days plant lawns or otherwise landscape the front yard including the maintenance and planting of at least two (2) shade trees in the front yard and in the case of corner lots the side street yard. It is hereby agreed that if any such owner or contract purchaser fails to conform to the provisions of this Article, Declarants may enter upon any lot that is vacant and unplanted for the purpose of cutting, plowing under, burning or otherwise removing

weeds and removing or disposing of rubbish or litter and for the plants and maintenance of the aforesaid shade trees. No such entry shall be deemed a trespass and Declarants shall not be subject to any liability therefor; and the expense thereof shall become due and payable from such person to Declarants within five (5) days after written demand thereof.

ARTICLE X

CONSTRUCTION OF THESE RESTRICTIONS

If any discrepancy, conflict or ambiguity is found to exist concerning the setback areas or the application of the provisions of ARTICLE VII to said setback areas, such ambiguity, conflict or discrepancy shall be resolved and determined by the Committee in its sole discretion. Such determination shall be made upon consideration of the appearance and placement of structures upon lots adjacent to the lot or lots with respect to which such determination is to be made, and such determination shall be made for the purpose of securing the uniform and harmonious appearance and placement of buildings and other improvements upon the lots.

In construing this Declaration, or any part thereof, stipulations which are or may be necessary to make this Declaration reasonable in any respect are to be implied.

The determination by any court that any provision of this Declaration is unlawful, void, or unenforceable in whole or in part shall not affect the validity of any other provision hereof; and no such determination that any provision hereof is inapplicable or unenforceable as to any particular lot or lots shall effect the applicability or enforceability of said provision or any other provision hereof to any other lot or lots.

ARTICLE XI

VIOLATION OF RESTRICTIONS: ENFORCEMENTS

Violation of any of these restrictions may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof. Declarants and such

persons as from time to time may be the owners of the lots contemplate the specific enforcement of these restrictions as part of a general plan for the improvement and use of said property, and do not contemplate recovery of damages in lieu of such enforcement for any breach or violation of any of these restrictions.

These restrictions shall not be construed as conditions subsequent, and no provisions hereof nor any provision in any deed referring hereto shall be deemed to vest in Declarants or any other person any reversionary right or right of entry with respect to any lot. Any such reversion or right of entry is hereby expressly waived by Declarants.

Proceedings to restrain violation of these restrictions may be brought at any time that such violation appears reasonably likely to occur in the future. In the event of proceedings brought by any party or parties to enforce or restrain violation of any of these restrictions, or to determine the rights or duties of any person hereunder, the prevailing attorney's fee shall be awarded in addition to court costs and any other relief the court deems meet and just in such proceedings.

The covenants and restrictions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarants and the owner or owners of any lot or parcel of said property, and the respective heirs, successors and assigns of each. The failure of Declarants, or any lot owner, or of any other person entitled to enforce any of these restrictions, to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce these restrictions to enforce the same thereafter. The TIMBER RIDGE HOMES OWNERS ASSOCIATION shall also have all rights and powers to enforce these restrictions.

Waiver or attempted waiver of any of these restrictions with respect to any lot shall not be deemed a waiver thereof as to any other lot, nor shall the violation of any of these restrictions upon any lot or lots affect the applicability or enforceability of

these restrictions with respect to any other lot.

ARTICLE XII

CONSOLIDATION OF LOTS

In the event two or more contiguous lots are held in common ownership, such lots may for the purpose of these restrictions be treated as one entire lot, provided the owner thereof shall file with the Architectural Committee a written statement declaring his intention to treat such contiguous lots as one lot; and any severance of the ownership of such contiguous lots thereafter shall be subject to the provisions of these restrictions.

In the event that the owner of two or more contiguous lots desires to sever the ownership of one or more of said contiguous lots from the remainder of the contiguous lots, such portion so severed, and the remaining portion of such lot or contiguous lots, shall each thereafter be treated for all purposes hereunder as lots, for the express purpose of imposing upon and subjecting each of such newly-formed lots to all of these restrictions applicable to original lots, including by way of illustration and not by way of limitation, the restrictions respecting setback areas, provided, however, that in no event can a lot be created by any severance having an area exclusive of the dedicated adjacent street of less than eighty thousand (80,000) square feet. No structure may be placed or altered on any such newly-formed lot unless and until the size and street frontage of such newly-formed lot (in addition to the plans for such structure) shall have been approved in writing by the Architectural Committee, and a certificate of compliance approving the severance of such newly-formed lots shall have been executed by the Committee in the manner provided in ARTICLE VI. The Committee may withhold such approval if, in its sole discretion, it determines that the area, shape or street frontage of any such newly-formed lot is not in keeping with the character of the improvements upon and the areas and frontage of, other lots in said property.

ARTICLE XIII

GOOD FAITH LENDERS CLAUSE

No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any portion of said property; provided, however, that any purchaser at any trustees', mortgagees' or foreclosure sale shall be bound by and subject to these restrictions as fully as any other owner of any portion of said property.

ARTICLE XIV

GRANTEES COVENANT

Each grantee accepting a deed or other conveyance which incorporates or refers to these restrictions covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate these restrictions by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

ARTICLE XV

TRANSFER OF DECLARANTS' RIGHTS AND POWERS HEREUNDER

Declarants' rights herein and their power of enforcement together with any other rights or powers of Declarants with respect to these restrictions may be exercised by Declarants, so long as Declarants own at least one lot or parcel of the land described herein. In the event that Declarants own no land described herein; or at Declarants' option, the rights and powers of Declarants herein may be transferred to TIMBER RIDGE HOME OWNERS ASSOCIATION or to the Architectural Committee.

These covenants run with the land and shall be binding on all persons and parties claiming under them.

ARTICLE XVI

MEMBERSHIP AND VOTING RIGHTS IN HOME OWNERS ASSOCIATION

Section 1. Every owner of a lot in TIMBER RIDGE shall be a member of the TIMBER RIDGE HOME OWNERS ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. The association shall have two classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarants and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. 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. The Class B members shall be the Declarants and shall be entitled to three votes for each lot owned by the Declarants. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Declarants no longer own any lots subject to these restrictions.

(b) On January 1, 1984.

ARTICLE XVII

COVENANT FOR MEMBERSHIP DUES AND MAINTENANCE ASSESSMENTS

Section 1. Definition: The term "Association", shall mean and refer to TIMBER RIDGE HOME OWNERS ASSOCIATION, a not for profit Missouri corporation, its successors, or assigns.

The term "Owner" shall mean and refer to the regular owner whether one or more persons rented these, of a fee simple pliable to any lot which is a part of TIMBER RIDGE, described in the legal description of the Declarations, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

The term "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

The term "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of owners. The common area to be owned by the Association is that property

hereinafter deeded to the Association by warranty deed, quit claim deed, or other conveyances; including but not limited to property dedicated to the Association in any plat or the document; and, for purposes of maintenance, shall mean property dedicated to public use for park land, highways, streets, boulevards, walkways or mall areas.

The term "Lot" shall mean and refer to any plat of land shown on any recorded subdivision or map of propertys with the exception of the common areas.

Declarants are described in ARTICLE I of these Declarations.

Section 2. Creation of the lien and personal obligation of assessments:

The Declarants, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed and such deed, is deemed to covenant and agreed to pay to the Association:

(1) Annual assessments or charges or dues, and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys 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 interest, costs and reasonable attorneys fees, shall also be a personal obligation of person who is the owner of such property at the time when the assessment fell due.

Section 3. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of streets and entrance ways; and at the option of the Association, for the improvements and maintenance of parks, parkways, and walkways dedicated to the public use.

Section 4. Until January 1, of the year immediately following the conveyance of the last Lot by Declarants to an Owner,

The maximum annual assessment shall be twenty-five dollars (\$25.00) per month.

(1) From and after January 1 of the year immediately following the conveyance of the last lot by Declarant to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership. The assessment may be increased above 6% by a vote of two-thirds of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 5. In addition to the annual assessments authorized above, the Board of Directors of 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 any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the majority of the votes of Class B members who are voting in person or by proxy at a meeting duly called for this purpose. In the event that there are no Class B members pursuant to ARTICLE XVI, Section 2, such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting by regular United States Mail. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the class of membership entitled to vote on such question

shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required 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 7. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. 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.

Section 9. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 10. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lots from liability for any assessments thereafter becoming due or from the lien thereof.

Original on
File - P.L. Co
Recorder

003116

03/11/83
156/634

AGREEMENT OF MODIFICATION OF
CONDITIONS AND RESTRICTIONS OF
TIMBER RIDGE

THIS Agreement of Modification of Conditions and Restrictions
of Timber Ridge, a subdivision of land in Platte County, Missouri,
made and entered into this _____ day of _____, 1983,
by FOREST DEVELOPMENT, INC., a Missouri corporation, NELSON/LAKEY
BUILDERS, INC., a Missouri corporation, J. D. NELSON BUILDING CO.,
INC., a Missouri corporation, ALBERT CARROLL AND PATRICE CARROLL,
a married couple,

owners of record of seventy-five percent (75%) or more of the lots
subject to the Declaration of Conditions and Restrictions of Timber
Ridge, dated November 6, 1979, recorded in Book 576 at page 1, Platte
County Recorder's Office, Platte City, Missouri:

WITNESSETH:

The second paragraph of Article VI of the Declaration of
Conditions and Restrictions of Timber Ridge, dated November 6, 1979,
is hereby modified as follows:

No dwelling house shall be erected or maintained upon any lot
if such dwelling house has an interior living floor area, including
first and second floors (exclusive of accessory buildings, basements,
garages, and covered and uncovered porches or patios) of less than
2,800 square feet. No dwelling house shall have a finished value,
equivalent to a selling price of less than \$135,000.00, said selling
price to be determined solely by the Architectural Committee. The
selling price herein referred to, shall automatically increase in
January of each year, without further modification of the Declaration
of Conditions and Restrictions of Timber Ridge or this Agreement, in
accordance with an amount equivalent to the Consumer Price Index,
using the 1983 Consumer Price Index as a base; However, the

Section 11. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non profit organization exempt from taxation by the laws of the State of Missouri shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Additional residential property and common area may be annexed or platted and made a part of the Properties with the consent of two-thirds (2/3) of Class B members, In the event there are no Class B members, additional property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 13. The Association shall have the right to enforce at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed or provided by the provisions of these Declarations. Failure of the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no wise be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, The undersigned set their hands and seals the day and year first above written.

DECLARANT:
LAKEVIEW
H/L DEVELOPMENT CORPORATION

By: Jerry D. Nelson, Sr.
President

ATTEST:
[Signature]
Secretary

STATE OF MISSOURI }
COUNTY OF PLATTE }

On this 6th day of November, 1979, before me,
appeared JERRY D. NELSON, SR.

to me personally known, who being by me duly sworn, did say that he is the President of N/L LAKEVIEW DEVELOPMENT CORPORATION a corporation, and that the seal affixed to the foregoing instrument in 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 said JERRY D. NELSON, SR. acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Fairley, Missouri the day and year last above written.

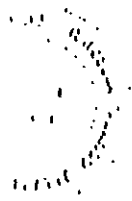


David H. Johnson
Notary Public within and for said
County and State
David H. Johnson

My commission expires: March 10, 1982

46316

STATE OF MISSOURI
County of PIRE
I, the said Recorder of Deeds of said County, do hereby certify that the within instrument of writing was on the 8th day of July, A.D. 1981, at 4 o'clock P.M. in said County and State and that the same was duly acknowledged in my office and is recorded in the books of this office in Book 57, Page 16.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at St. Louis, Missouri, A.D. 1981.
By John Cox
By William D. ...

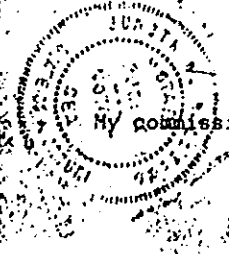


STATE OF MISSOURI)
COUNTY OF Clay) ss.

On this 12th day of December, 1983, before me, the undersigned, a notary public in and for said County and State, personally appeared Jerry D. Nelson and Beverly J. Nelson to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed, and the said J. D. Nelson and Beverly J. Nelson further declared to be Married (Unmarried).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

James D. Williams
Notary Public within and for said County and State.



My commission expires: 8/16/87

003116

COURTY OF PLATTE STATE OF MO.
FILED FOR RECORD ON THE 12th DAY OF December, 1983 AT 10 O'CLOCK AM MINUTES AND FILED IN BOOK 1252 PAGE 634
J. D. Nelson
Beverly J. Nelson

AGREEMENT / OF MODIFICATION
PAGE FIVE OF FIVE

Architectural Committee shall reserve the right, at their sole discretion, to maintain the previous years selling price or to lower the selling price at any time, but shall not lower the selling price to less than \$185,000.00.

All other provisions of Article VI, consisting of un-numbered paragraphs 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, as of the day and year first above written.

ATTEST:

P. A. Hart
Secretary

FOREST DEVELOPMENT, INC.
By: Douglas Campbell
President

ATTEST:

Barbara J. Nelson
Secretary

NELSON/LAKEY BUILDERS, INC.
By: James P. Nels
President

ATTEST:

Barbara J. Nelson
Secretary

J. D. NELSON BUILDING CO., INC.
By: J. P. Nels
President

LOT 7 Albert Carroll
Albert Carroll

Patrice M. Carroll
Patrice Carroll

LOT 4 Heaven Smith

Heaven K. Smith

LOT 27 Douglas Campbell

Douglas Campbell

LOT 32 James P. Nels

James P. Nels

LOT 17 James P. Nels

James P. Nels

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 12th day of December, 1983, before me, appeared Douglas Campbell, to me personally known, who being by me duly sworn, did say that he is the President of FOREST DEVELOPMENT, INC., a corporation, 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 said Douglas Campbell acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Douglas Campbell
Notary Public within and for
said County and State.

My Commission expires: 2/16/87

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 12th day of December, 1983, before me, appeared J. D. Nelson, to me personally known, who being by me duly sworn, did say that he is the President of NELSON/LAKEY BUILDERS, INC., a corporation, 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 said J. D. Nelson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, MO, Missouri, the day and year last above written.

Shirley D. Williams
Notary Public within and for
said County and State.

My commission expires: 8/16/87

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 12th day of December, 1983, before me, appeared J. D. Nelson, to me personally known, who being by me duly sworn, did say that he is the President of J. D. NELSON BUILDING CO., INC., a corporation, 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 said J. D. Nelson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, MO, Missouri, the day and year last above written.

Shirley D. Williams
Notary Public within and for
said County and State.

My commission expires: 8/16/87

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 12th day of December, 1983, before me, the undersigned, a notary public in and for said County and State, personally appeared Patrice H. Carrill and Albert Carrill to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed, and the said Patrice H. and Albert Carrill further declared themselves to be Married (Unmarried).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Shirley D. Williams
Notary Public within and for
said County and State.

My commission expires: 8/16/87

AGREEMENT OF MODIFICATION
PAGE THREE OF FIVE

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 12th day of December, 1983, before me, the undersigned, a notary public in and for said County and State, personally appeared Duane Smith and Sharon K. Smith to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed, and the said Duane and Sharon K. Smith further declared to be Married (Unmarried).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

James D. Williams
Notary Public within and for said County and State.

My commission expires: 8/16/87

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 12th day of December, 1983, before me, the undersigned, a notary public in and for said County and State, personally appeared William E. Campbell and Genevieve Campbell to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed, and the said William and Genevieve Campbell further declared to be Married (Unmarried).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

James D. Williams
Notary Public within and for said County and State.

My commission expires: 8/16/87

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 12th day of December, 1983, before me, the undersigned, a notary public in and for said County and State, personally appeared Owen Gahagan, Jr. and Judy M. Gahagan to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed, and the said Owen and Judy M. Gahagan further declared to be Married (Unmarried).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

James D. Williams
Notary Public within and for said County and State.

My commission expires: 8/16/87

Architectural Committee shall reserve the right, at their sole discretion, to maintain the previous years selling price or to lower the selling price at any time, but shall not lower the selling price to less than \$185,000.00.

All other provisions of Article VI, consisting of un-numbered paragraphs 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, as of the day and year first above written.

ATTEST:

P. H. Hart
Secretary

FOREST DEVELOPMENT, INC.

By: Douglas Campbell
President

ATTEST:

Joseph P. Nelson
Secretary

NELSON/LAKEY BUILDERS, INC.

By: Joseph P. Nelson
President

ATTEST:

Joseph P. Nelson
Secretary

J. D. NELSON BUILDING CO., INC.

By: J. D. Nelson
President

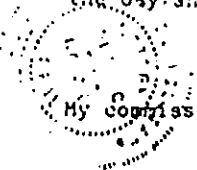
LOT 7 Albert Carroll
LOT 4 Patrice Carroll
LOT 5 Patrice Carroll
LOT 27 Patrice Carroll
LOT 32 Patrice Carroll
LOT 17 Patrice Carroll

Patrice Carroll
Patrice Carroll
Patrice Carroll
Patrice Carroll
Patrice Carroll

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 12th day of December, 1983, before me, appeared Douglas Campbell, to me personally known, who being by me duly sworn, did say that he is the President of FOREST DEVELOPMENT, INC., a corporation, 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 said Douglas Campbell acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, this 12th day and year last above written.



Douglas Campbell
Notary Public within and for
said County and State.