

**DECLARATION OF  
RESTRICTIONS AND PROTECTIVE COVENANTS OF  
TRACTS 8 THRU 25, PRIVATE ROAD TRACT "B, C, D", AND 30'  
UTILITY EASEMENT TRACT on the PLAT OF SURVEY  
recorded on APRIL 13, 2020, as Document No. 2020E0030054,  
in Book 50, Page 29, in the Office of the Jackson County Recorder of Deeds,  
Jackson County, Missouri**

THIS DECLARATION. made this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between, DAVID G. BARKER and DONNA L. BARKER, Husband and Wife as to an  
undivided 1/2 interest and DANNY E. BARKER and STEPHANIE K. BARKER, Husband and  
Wife as to an undivided 1/2 interest, whose mailing address is: PO BOX 246, Lone Jack Missouri  
64070, hereinafter collectively referred to as ("Declarant"):

WITNESSETH:

WHEREAS, Declarant is now the Owner of all the following described real property, to  
wit:

LEGAL DESCRIPTIONS IS ATTACHED HERETO MARKED AS EXHIBIT A  
AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities

in said residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon, and to this end, desire to subject the real property described herein, together with any additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the environment and values in said property to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the private road and collecting and disbursing the costs of private road to be known as Hutt Road, Stringtown Road and Timber View Place.

WHEREAS, Declarant shall at some time in the future cause to be incorporated under the laws of the State of Missouri, a Not-For-Profit Corporation, being Timber View Farms II Homeowners Association, for the purpose of exercising the functions as aforesaid, as hereinafter set forth;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Exhibit A, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, (sometimes referred to as “covenants and restrictions”) hereinafter set forth.

## ARTICLE I

### DEFINITIONS

Section 1.0. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) “Association” shall mean and refer to the Timber View Farms II Homeowners Association, a Missouri Not-For-Profit Corporation, its successors and assigns.
- (b) “Board of Directors” or “Board” means the board of directors of the Association as comprised from time to time.
- (c) “Common Element” or “Common Elements” means all the real and personal property (including, but not limited to, the Private Roads to be known as Hutt Road, Stringtown Road and Timber View Place and other roads as shown upon the recorded survey as Tract B, C, D, easements, improvements and equipment) now owned or in the future owned by the Association for the common use and enjoyment of the Owners on a non-exclusive basis.
- (d) “Common Expenses” shall mean all expenses expressly declared to be Common Expenses by this Declaration or by the Association; to include expenses of administering, servicing, conserving, managing, maintaining, repairing, improving or replacing the Private Road, drainage channels, easements or other declared Common Elements; and insurance premiums and all other expenses lawfully determined to be Common Expenses by the

Association.

- (e) "Declarant" shall mean and refer to DANNY E. BARKER AND STEPHANIE K. BARKER, HUSBAND AND WIFE, AND DAVID G. BARKER AND DONNA L. BARKER, HUSBAND AND WIFE, their successors and assigns.
- (f) "Dwelling" or "Home" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- (g) "Improvement" or "Improvements" shall mean all buildings and structures, parking areas, fences, walls, hedges, plantings, driveways, ponds, lakes, reservoirs, recreational facilities, signs, changes in any exterior color or shape, excavation and all other site work, including without limitation, grading of roads, irrigation ditches, driveways, road constructions, utility improvements, removal of trees or plantings of same, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement" or "Improvements" does not include turf, shrubs, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" or "Improvements" does include both original improvements and all later changes and subsequent improvements.
- (h) "Maintenance" shall mean the exercise of reasonable care to create and maintain the roadway and adjoining drainage channels in a functional condition comparable to its original finished condition, normal wear and tear excepted.
- (i) "Manager" shall mean such person or entity retained by the Board to perform certain functions of the Board pursuant to this Declaration.
- (j) "Member" shall mean and refer to every person or entity who holds membership in the Association.
- (k) "Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Tract or interest therein as security for the payment of a debt or obligation. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.
- (l) "Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary of any mortgage or deed of trust under which the interest of any Owner in a Tract is encumbered, or any assignee or successor to the interest of such person under such mortgage.
- (m) "Owner" means the record Owner, whether one or more persons or entities, of fee simple title to any Tract, including the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of any obligation, including as mortgagee or beneficiary under a mortgage or deed of trust, unless and until such person has acquired fee simple title pursuant to foreclosure or other

proceedings.

- (n) "Plat of Survey" shall mean and refer to the PLAT OF SURVEY recorded on April 13, 2020, as Document No. 2020E0033054, in Book 50, Page 29, in the Office of the Jackson County Recorder of Deeds, Jackson County, Missouri, recorded and all supplements thereto and amendments thereof.
- (o) "Private Road" shall mean the roadway and all roadway improvements now or hereafter constructed upon and depicted on the Plat of Survey located on and within the Property which provides nonexclusive vehicular access to all the Tracts.
- (p) "Property" shall mean and refer to that certain real property legally described on **Exhibit A** attached hereto, and any other property that may hereafter be made subject to this Declaration by one or more supplements hereto.
- (q) "Road" or "Roadway" shall mean the Private Road Tract "B, C, D" (and any additional roads added thereto).
- (r) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household in a Dwelling.
- (s) "Subdivision" shall mean and refer to All of TRACTS 8 THRU 25, PRIVATE ROAD TRACT "B, C, D" on the PLAT OF SURVEY recorded on April 13, 2020, as Document No. 2020E0030054, in Book 50, Page 29, in the Office of the Jackson County Recorder of Deeds, according to the recorded survey thereof or to any future subdivision, splitting, surveying or platting of that certain real property herein before described, within jurisdiction of these restrictions.
- (t) "Subdivision Documents" shall mean the basic documents creating and governing Timber View Farms II Homeowners Association, including this Declaration, any amendments and supplements thereto, the Articles of Incorporation and Bylaws of the Association, any recorded Survey for Timber View Farms II, and the procedures, rules, regulations or policies adopted by the Association and any amendments and supplements of any of the above.
- (u) "Tract" shall mean and refer to a tract of land as shown upon the recorded survey of said real property and comprised of all or a portion of one or more of the numbered Tracts upon any recorded survey of the properties as herein defined.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITION THERETO

Section 2.0. The real property described in **Exhibit A** shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges set forth in the various clauses and subdivision of this Declaration is located in Jackson County, Missouri, and is more particularly described on **Exhibit A**, attached hereto (the "Property").

## ARTICLE III

### GENERAL PURPOSES

Section 3.0. The Property is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared for the following purposes: to insure the best use and the most appropriate development of each Tract; to protect the owners of Tracts against such improper use of surrounding Tracts as will depreciate the value of their Tract; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of the Property; to ensure the erection of homes thereon, with appropriate locations thereof on Tracts; to secure and maintain property setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high quality of improvements on the Property and to thereby enhance the value of Tracts therein.

## ARTICLE IV

### GENERAL LAND USE

Section 4.0. All Tracts making up the Property are designed to be of no less than ten (10) acres and to be used for single family residential purposes only. The Property shall be subject to all of the covenants, conditions and restrictions contained herein.

## ARTICLE V

### GENERAL RESTRICTIONS

Section 5.0. Restrictions. All Tracts shall be used only for Dwellings by Single Families. Only one (1) Single Family shall occupy one (1) Dwelling at any particular time. Each Owner shall comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations. The following restrictions shall apply to all Tracts and any Improvements constructed thereon:

A. Drainage. All plans and specifications for structures or driveways shall maintain the drainage easements and rights-of-way within the Subdivision free, clear and unobstructed.

Each Owner acknowledges, by acceptance of a deed to a Tract, that any and all such drainage easements, rights-of-way and improvements are for the benefit of the entire Property and all of the Owners. The topography of a Tract or Common Element shall not be altered in any manner which would cause unusual quantities of water from any source to flow from the Tract or Common Element onto any other Tract or onto any road, public right-of-way, drainage or utility easement. All surface areas disturbed by construction of buildings or other improvements shall be promptly restored to the natural conditions and shall be appropriately landscaped.

B. Drainage Channel Easements. All plans or specifications for structures, driveways or any other changes to the Property must maintain all drainage channels, easements and rights-of-ways free, clear and unobstructed.

C. Water and Sewer Facilities. Each structure designed for occupancy shall have adequate water and on-site waste water treatment, septic tank or sewer facilities. Any water, on-site waste water system, septic tank, or sewer facility constructed on or installed by an owner on a Tract shall comply with all building codes and Health Department regulations of Jackson County, Missouri, or Department of Natural Resources of the State of Missouri or other governmental entity as may have jurisdiction over the property. If the disposal system utilizes an evaporation pond, the pond must be located completely behind the residence.

D. Maintenance of Tracts and Improvements. Owners shall keep or cause to be kept all improvements located on their Tract(s) in good repair and condition. Rubbish, refuse, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed containers; shall not be allowed to accumulate on any Tract; and shall be disposed of in a sanitary manner. No Tract shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition and shall be stored inside a garage or other approved structure. No trash, litter, or junk shall be permitted to remain exposed upon any Tract and visible from the Roads or other Tracts. Burning of trash on any Tract shall be prohibited. No lumber or other building materials shall be stored or permitted to remain on any Tract unless screened from view from other Tracts and from the Roads except for reasonable storage during construction.

E. Nuisance. Nothing shall be done or permitted on any Tract which is or may become a nuisance to any Owner. The term "nuisance" as used herein shall be interpreted broadly and shall not be limited to any other provision of this Declaration which may define or establish a presumption that some described activity or omission constitutes a nuisance hereunder. No obnoxious or offensive activities nor commercial businesses or trades shall be conducted on any Tract, except home occupations as defined and permitted by the zoning resolution of Jackson County, Missouri, or other governmental entity having jurisdiction over the Property, and in accordance with the provisions of this Declaration and of the other Subdivision Documents. No exterior lighting shall be directed outside the boundaries of a Tract.

F. Land Use. No Tract shall be improved, used or occupied for other than private single-family residential purposes. No flat or apartment use, although intended for residential purposes, may be constructed thereon. Any residence erected or maintained on any Tract shall

be designed and used for occupancy by a single family. There shall be no manufactured housing, mobile homes or modular homes allowed on any Tract. There shall be no earth contact structures or metal sided barn style homes constructed on said Tracts. No Tract shall be further subdivided.

G. Minimum Size Requirements. Any residence consisting of a single level above ground level shall contain a minimum of 1,600 square feet of enclosed floor area above ground level; any residence consisting of two levels above ground level shall contain a minimum of 1,200 square feet of enclosed floor area on the first level above ground and an overall minimum of 2,000 square feet of enclosed floor area in the two levels above ground; any residence consisting of a level or part of a level below ground level shall have a minimum of 1,400 square feet on the main ground level with a minimum of 2,000 square feet finish in the below ground level. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for year-round occupancy, computed on outside measurements of the residence, and shall not include any patio area, basements, garages, carports, porches, or attics.

H. Uncompleted Structures. No residence shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

I. Garage. Each residence shall have an attached or basement private garage for not less than two cars. The driveway on each Tract shall contain a paved area of poured concrete sufficient for the off-street parking of at least two cars in front of said garage.

J. Outbuildings. Outbuildings shall be built with average quality and of similar construction materials as the residence and to have an overall neat appearance and be maintained in good condition. Metal outbuildings will be allowed as long as the exterior is of colored metal that is of similar color to the residence. Outbuildings must be located behind the front plane of the residence. No outbuilding shall be used as a residence.

K. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Tract at any time as a residence, either temporarily or permanently.

L. Pets and Livestock. No more than four (4) dogs and four (4) cats or other household pets may be kept on any Tract provided they are not kept, bred or maintained for commercial purposes. No hogs or swine or any animals with vicious propensities shall be maintained upon the premises at any time. Chickens, geese, turkeys, sheep, rabbits and ducks are allowed for personal use, and not commercial use, may be maintained so long as they do not become a nuisance. No more than one horse or one head of cattle per two acres shall be allowed, provided that adequate fencing is maintained. All pets and livestock shall be restrained on the Tract of the Owners and shall not be permitted to roam at large.

M. Care and Appearance of Premises. From the date of closing, all maintenance (mowing and debris) shall be the sole responsibility of each Tract Owner. The structures and grounds on each Tract shall be maintained in a neat and attractive manner, and no noxious weeds shall be permitted to grow on any Tract.

N. Parking of Motor Vehicles, Boats, and Trailers. All operable recreational vehicles, campers, trailers, boats, farm machinery, ATV's, UTV's or any other related operable vehicle, shall be parked behind the rear line of the residence on each Tract. No inoperable or unlicensed automobile, truck, recreational vehicle, motorhome, farm equipment, trailer, or any other type of inoperable vehicle, shall be parked anywhere on any Tract for more than thirty (30) days, unless it is located in an enclosed garage or outbuilding. No parking of any type of vehicle, boat, trailer, ATV or UTV shall be allowed on the private road tract.

O. New Construction. All residences and other buildings permitted hereby on said Tracts shall initially be of new construction. All exterior walls of all buildings or appurtenant structures shall be of brick, stone, wood shingle, wood siding, wood paneling, plate glass, stucco, or a combination thereof. All residences shall be faced on all sides with a quality finished outside product. All roofs shall be covered with asphalt composition shingles or colored metal roofing. No building shall be moved onto any Tract as used as a residential structure.

P. New Construction Damage or Destruction of Improvements. The Owner of each Tract shall maintain hazard insurance insuring all residences and other improvements on the Tract for the full replacement cost thereof, or such other coverage or limits as the Association may prescribe from time to time. The Association may from time to time require that the Owners provide to the Association proof of such insurance on a periodic basis as may be determined by the Association, but no more frequently than annually. In the event any building or other structure constructed on a Tract is damaged, either in whole or in part, by fire or other casualty, said building or other structure shall be promptly rebuilt or remodeled to its condition as it existed prior to the damage; or in the alternative, if the building or other structure is not to be rebuilt, all remaining portions of the damaged building or structure, including the foundation and all debris, shall be promptly removed from the Tract, and the Tract shall be restored to its natural condition existing prior to the construction of such building or other structure.

Q. Building Lines. No part of any residence or any other structure shall be located on any Tract nearer to the front line of said Tract than 50' and no nearer to any sidelines of the Tract than 30'.

R. Signs. No billboard, signboard or advertising sign shall be permitted other than "For Sale" signs. Such permitted signs shall be limited to a single sign for each Tract and shall not exceed twelve (12) square feet in area.

S. Ingress and Egress and Utility Easements Along and Across Hutt Road, Stringtown and Timber View Place. Ingress and Egress, and Utility Easements shall include the right of ingress and egress for Tract Owners, their guests and invitees for all purposes including construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which will damage or interfere with the installation and



maintenance of utilities or which will obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Tract and all improvements on it shall be maintained continuously by the Owner of the Tract, except for those improvements for which a public authority or utility company is responsible. Easements for installation and maintenance of utilities for the purpose of bringing public services to the subdivision, or any Tract therein, and road drainage facilities are reserved for Declarant to be located at such places as are designated on the recorded Plat of Survey as recorded by Declarant. Declarant shall have and reserve the right to create and impose such additional utility easements to be located within ten (10) feet on each side of Tract sidelines.

T. Additional Roads. No new roadway shall be constructed other than Roads and such additional internal roads and driveways as may be necessary to provide access from the Roads to and from each individual Tract and Improvements thereon.

U. Access to Tract 16. If Owner of Tract 16 creates driveway access via Stringtown Road in Breezy Meadows Subdivision, the driveway must be a concrete driveway over the 30' Public Road Right of Way.

V. Right to Assign. Declarant may assign or convey to any person or entity all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said Tracts. Upon such assignment or conveyance being made, its assigns or grantees may at their option, exercise, transfer or assign these rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

W. Addition of Other Land. Declarant shall have, and expressly reserves, the right from time to time to add such other land or roadways as it may now own or hereafter acquire, to the operation of the provisions of this Declaration of Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds in Jackson County, Missouri. When any other land or roadways are so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land or roadways so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof.

X. Duration. These restrictions, reservations, and covenants are to run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 2045, at which time the said covenants shall be automatically extended for successive periods of ten (10) years unless the then Owners of a majority of the Tracts shall before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged and recorded in the Office of the Jackson Recorder of Deeds, change or modify the same in whole or in part.

Y. Enforcement. The above restrictions, and each of them, may be enforced by Declarant, or its designated representative, the Association, or the Owner of any Tract. In the event an Owner breaches any of the restrictions contained herein or fails to pay any assessment for the expenses

of maintaining and repairing said private road or other expenses, within thirty (30) days after demand therefore, said assessment shall become a lien against the land and properties owned by such Owner in the Subdivision, and shall bear interest at the highest lawful rate. In the event an Owner breaches any of the Restrictions contained herein and an attorney is retained by Declarant, the Association, or their successors or assigns, to enforce said Restrictions, Assessments and Covenants for such breach, and the Declarant, the Association or their successors or assigns, prevail in said action to enforce said Restrictions, Assessments and Covenants, said Owner shall pay the reasonable attorneys fees and court costs incurred by Declarant or its designated representative or the Association, in connection therewith. Each of the restrictions and covenants as herein set forth shall run with the land and bind the present Owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold. agree and covenant with the Owner of said Tract, to conform to and observe said restrictions and covenants. Declarant or its designated representative, the Association, or the Owner of any Tract shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the compliance with the restrictions and covenants set forth herein, in addition to the ordinary legal action for damages. The failure of Declarant or its designated representative, the Association, or any Owner of said Tracts hereby restricted to enforce any of the restrictions and covenants herein set forth shall not be deemed a waiver of such right to do so at any time thereafter.

Z. Partial Invalidation. Invalidation of any one or more of the provisions, restrictions, reservations, and covenants herein contained, and any amendments hereto, by court order or judgment, shall in no way affect any of the other provisions, reservations, restrictions, and covenants herein.

## ARTICLE VI

### ASSOCIATION MEMBERSHIP

Section 6.0. All subsequent Owners of TRACTS 8 THRU 25 AND PRIVATE ROAD TRACT B, C, D on the PLAT OF SURVEY recorded on April 13, 2020, as Document No. 2020E0030054, in Book 50, Page 29, in Office of the Jackson County Recorder of Deeds, Jackson County, Missouri. according to the recorded survey thereof shall automatically become members of the Association and ownership of such Tract shall be the sole qualification for membership, subject to all rules, regulations and assessments, if any, of said Association, and the rules, regulations and assessments, if any, promulgated by vote of the members of the Association at the first meeting thereof, provided however, that the initial assessment shall be levied per Tract in the amount of Seven Hundred Fifty and no/100 Dollars (\$750.00) per annum to defray the expense of maintaining, repairing and operating said private road, landscaping, improvements, real estate taxes, electricity and other expenses and payable January 1, 2022, and on the 1st day of January each year thereafter, and in the event the actual expenses of the operation, maintenance and or repair of said private roads, landscaping, improvements, real estate taxes and electricity should exceed the initial assessment then each Owner shall pay the Association their pro-rata share of any such increase after receiving written verification of the actual increase in expense. Owners of more than one Tract in TRACTS 8 THRU 25 AND PRIVATE ROAD TRACT B, C, D on the PLAT

OF SURVEY recorded on April 13, 2020, as Document No. 2020E0030054, in Book 50, Page 29, in the Office of the Jackson County Recorder of Deeds, Jackson County, Missouri, according to the recorded survey thereof shall be assessed for each of those Tracts. The annual assessment can be changed by the Association as is from time to time deemed necessary as provided in the By-Laws of the Association. It shall be the duty of the Association to faithfully comply with each and every requirement that the Declarant has set forth in these restrictions. There shall be no assessment against Tracts that are owned by Declarant as undeveloped Tracts. Tracts owned by Declarant, their successors or assigns, shall become subject to assessment at such time as a Tract is sold by Declarant, their successors or assigns, to any person or entity for investment or development. Nothing contained herein shall prevent Declarant from further subdividing any of the aforementioned Tracts.

## ARTICLE VII

### POWERS AND DUTIES

Section 7.0 The Association shall have the following powers:

- A. To maintain and care for the private road and adjoining drainage channels, once the same is transferred to the Association along with any Common Elements.
- B. To maintain signs for the marking of the private road.
- C. To pay real estate taxes and assessment for the private road and other Common Elements.
- D. To make and collect assessments for the maintenance of the Common Elements as provided in the Articles of Incorporation and By-Laws of Timber View Farms II Homeowners Association and any rules and regulations promulgated thereby.
- E. Such other powers as are provided in the Articles of Incorporation and By-Laws and any Rules and Regulations of Timber View Farms II Homeowners Association.

## ARTICLE VIII

### VOTING RIGHTS

Section 8.0. There shall be one vote for each Tract. When more than one person holds an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Tract.

Section 8.1. Membership. Every Owner of a Tract shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Tract. Upon the sale or transfer of an Owner's interest in a Tract, the Owner's membership into the Association (to the extent of such Owner's interest being sold or transferred) shall terminate and shall be automatically transferred to the new Owner. Membership voting rights shall be exercised in the manner set forth in the Association's Bylaws.

Section 8.2. Compliance with this Declaration and the Association Articles, Bylaws; Etc. Each Owner, and each guest, tenant or other invitee or licensee of an Owner, shall comply strictly with, abide by and benefit from each provision, covenant, condition, and restriction contained in this Declaration; in the Articles of Incorporation and Bylaws of the Association and in the other Subdivision Documents, and by which each Owner, and each guest, tenant or other invitee or licensee agrees to be bound, or which is contained in any rule, regulation or restriction promulgated pursuant to this Declaration, said Articles of Incorporation, Bylaws or other Subdivision Documents. The obligations, burdens and benefits contained in this Declaration and membership in the Association touch and concern the Property and shall be covenants running with each Owner's Tract for the benefit of all other Tracts and their Owners. Failure to so comply shall be grounds for an action to recover from the non-complying party sums due for damages or for injunctive relief, or both, as well as costs and attorney's fees related thereto; and shall be maintainable by the Board of Directors in the names of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

## ARTICLE IX

### POWERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 9.0. Duties, Rights and Powers. The Board of Directors shall have the following duties, rights and Powers:

A. To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association; also to suspend a member's voting rights after notice for a period not to exceed ninety (90) days for infraction of the provisions of this Declaration or of the other Subdivision Documents, or of rules and regulations of the Association, unless such infraction is ongoing, in which case the rights may be suspended during the period for which the infraction is ongoing and for up to ninety (90) days thereafter;

B. To administer and manage the Roads and other Common Elements.

C. To collect annual, supplementary and special assessments from the Owners; to execute and record statements of lien for delinquent assessments; to collect delinquent assessments by suit or otherwise; and to collect such other assessments, fees or charges as are authorized herein.

D. To provide and pay for the care, operation, management, maintenance, repair, replacement, improvement, and insurance of the private Road and the Common Elements and other property of the Association. Without limiting the generality of the foregoing, and by way of illustration, the Association shall keep the Road in good order and repair; may arrange for the to be located on or within the; Road, water; sewer, electric, gas, telephone and other necessary utility fines or easements; may remove snow, ice and other materials from the Road; and shall keep the Road safe and well maintained, making necessary desirable alterations, additions, betterments or improvements to or on the Road. Nothing herein shall be construed as waiving any right of the Association to recover for any damage or expense incurred by the Association as the result of the willful or negligent action or lack of action by any person, including an Owner,

E. To enjoin or seek damages from any Owner for violation of, and otherwise to enforce, this Declaration, the Articles of Incorporation of the Association; the Bylaws of the Association, the other Subdivision Documents and the rules and regulations of the Association, and to seek its expenses, including attorney's fees, related thereto for which any such Owner shall be liable.

F. In its own name or on behalf of all owners, by suit or otherwise, to protect and defend the Roads and other Common Elements from loss or damage.

G. To file legal protest, formal or informal, with authorities against the granting by authorities of zoning ordinances, rezonings, approvals, or variances concerning property within a reasonable proximity of the Property which might affect the Roads or a significant portion of the Property.

H. To adopt rules and regulations for the Association in accordance with this Declaration, the Bylaws of the Association, and the other Subdivision Documents for the regulation and operation of the Tracts, Roads, and other Common Elements including, but not limited to rules and regulations governing the use of the Tracts, Roads, and other Common Elements, consistent with the provisions of this Declaration.

I. To pay all taxes and special assessments levied against the Roads and any other Common Elements and property owned by the Association, and to file legal protest contesting the legality of the amount of any such taxes or special assessments.

J. To have and exercise any right or privilege given to it or the Association expressly by this Declaration or by its Articles of Incorporation or other Subdivision Documents, or reasonably implied from the provisions thereof, which may be necessary or desirable to fulfill its or other Association's duties, obligations, rights, powers or privileges, except as the same may be expressly limited in this Declaration, or in the Articles of Incorporation or in the other Subdivision Documents.

K. To establish reasonable charges and fees, not to exceed a pro rata share, for the care, operation, management, maintenance, repair, replacement, improvement and insurance of the Road, Common Elements, and other property of the Association, to be paid by owners of the real property contiguous to or in proximity to the Property who are granted the right to use or benefit from such Roads, Common Elements or Property.

L. To retain the services of professional advisors as the Board of Directors may deem appropriate or necessary, including, but not limited to attorneys, accountants, engineers and geologists.

M. To incur and pay as proper Association expenses all fees, charges and other costs related to or connected with the reasonable exercise of the powers, duties, obligations, privileges, authority and rights of the Board of Directors or the Association provided for herein or in the other Subdivision Documents.

N. To take any and all other action reasonably determined by the Board of Directors

necessary or appropriate to carry out the powers, duties, obligations, privileges, authority and rights of the Board of Directors or the Association provide for herein or in the other Subdivision Documents.

O. To exercise for the Association and the Owners all powers, duties, obligations, privileges, authority and rights vested in or delegated to the Board of Directors of the Association and not reserved to the Owners or by other provisions of the Declaration, the Articles of Incorporation or the Bylaws of the Association, or the other Subdivision Documents.

## ARTICLE X

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 10.0. The maintenance costs of Private Road Tract B, C, D and any other Road Tracts and improvements and landscaping of the Common Elements be shared by Association members. Each Tract Owner shall share in such costs by paying its equal share of the costs as assessed by the Association.

A. General. Each Owner, by acceptance of a deed to his or her Tract(s), agrees to pay to the Association assessments or charges established from time to time as herein provided. Such Assessments, together with any late charges as may be determined from time to time by the Board, interest at the rate of 18% per annum (or such other rate as may be provided for by the Board), the cost-of collection, and attorney's fees shall be charged to the Tracts and shall be a continuing lien upon the property against which each assessment is made in the event of delinquency in payment. Such assessment, together with interest, late charge, court costs, and reasonable attorney's fees also shall be the personal obligation of the person who was the Owner, or the persons jointly and severally who were the Owners, at the time when the assessment was made.

The assessments levied by the Association against the Tracts shall be used exclusively for the construction, management, maintenance and care of the Roads, the Common Elements and other Property of the Association, and for the performance of all other duties and obligations incurred by the Association or the Board pursuant to this Declaration. The Association may establish and maintain a cash reserve and sinking fund for all of the foregoing purposes, including, but not limited to, an adequate reserve fund for the maintenance, replacement and repair of those portions of the Roads which must be replaced on a periodic basis, to be charged against the Owners as port of their regular assessments.

B. Annual Assessments. Annual assessments may be made for the purposes of providing funds for the normal operations of the Association. The total amount of money required to be raised by annual assessments for each fiscal year shall be the amount, as determined by the Board, necessary to satisfy the costs and expenses of fulfilling the functions and obligations of the Association in such fiscal year. including the payment of the deficits from prior years, providing reasonable reserves, and providing a reasonable carry- over reserve for the following fiscal year. To determine the amount required to be raised by annual

assessments for any fiscal year, the Board shall prepare an annual budget for such fiscal year. The Board shall furnish a copy of such budget to each Owner and, upon request, to any First Mortgagee. Based on such budget, the Board shall determine the amount of the annual assessments for each Tract for such fiscal period.

C. Supplementary Assessment. In the event that the Board shall determine, at any time or from time to time, that the amount of the annual assessment is not adequate to pay for the cost and expenses of fulfilling the Association's obligations hereunder, one or more supplementary assessments may be made for the purpose of providing the additional funds required. To determine the amount required to be raised by each supplementary assessment, the Board shall revise the annual budget for such fiscal year or prepare a new budget, a copy of which shall be furnished to each Owner and upon on request, to any First Mortgagee. Based on such revised or new budget, the Board may make a supplementary assessment against each Tract for such fiscal year.

D. Special Assessments. Special assessments may be made for the purposes of raising funds for capital improvements and for any other Association purpose for which annual and supplementary assessments may not or have not been made. Whether to make a special assessment and the amount thereof shall be determined by the Board, provided that no special assessment shall be valid unless approved by a majority vote of the Members present and voting, in person or by proxy, at any annual meeting of the Members of the Association or at any special meeting thereof called for the purpose of considering such special assessment.

E. Allocation of Assessments. All annual supplementary and special assessments shall be allocated equally among the Tracts (i.e., 1/10th per Tract).

F. Payment of Assessments. The annual assessment for each Tract shall be payable in one (1) installment due on the first day of each calendar year, unless the Board shall adopt some other payment schedule. Any unpaid assessment shall accrue interest at the rate of 18% per annum (or such other rate as may be provided for by the Board). Special and supplementary assessments shall be payable as provided in the resolutions authorizing the same. All installments of annual, supplementary and special assessments shall be paid without any setoff or diminution of any kind. If a supplementary or special assessment (or an installment thereof) is not paid when due, the Board shall have the right to accelerate the unpaid balance of the such assessment, and the entire unpaid balance shall bear interest at the rate set forth above.

The omission or failure of the Association or the Board to fix the assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Board shall have the right, but not the obligation, to make pro rata refunds of any assessments in excess of the actual expenses incurred prior to the end of the fiscal year.

Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Tract for such assessment, but the date when payment shall become due in such case shall be reasonably deferred by the Board to a date

after such notice shall have been given.

G. Beginning January 1, 2022, the annual assessment shall be Seven Hundred Fifty and no/100 Dollars (\$750.00) per Tract, payable as outlined in paragraph F.

- i) From and after January 1, 2022, the annual assessment may be increased each year by not more than 10% for the previous year by the Board of Directors without a vote of the membership.
- ii) From and after January 1, 2022, the maximum annual assessment may be increased above 10% by a vote of 2/3 of the members voting in person or by proxy at a meeting duly called for this purpose.

H. Written notice of any meeting called for the purpose of taking any action for increase of annual assessments shall be sent to all members, not less than 15 days nor more than 60 days in advance of said meeting. Said notice shall be given to the members by mailing a copy of such notice, postage prepaid, to each member entitled to vote thereon, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for purpose of such meeting.

I. Assessment Lien. All assessments chargeable to any Tract that are not paid when due shall constitute a lien on such Tract and Improvements thereon superior to all other liens and encumbrances, except (a) tax and special governmental assessment liens on such Tract and Improvements thereon and (b) an sums unpaid on the first mortgage of record, including all unpaid obligatory advances as may be provided by such encumbrance. To evidence the lien as herein provided, the Association may, but shall not be required to, prepare a written notice setting forth the address of the Association, the amount of such unpaid assessment and other resultant indebtedness, including the amount of any accrued penalty and interest thereon, the name of the Owner of the Tract and Improvements thereon, and a description of the Tract and Improvements thereon, and record the same in the office of the Circuit Clerk and Recorder of Deeds of Jackson County, Missouri. The recording of such notice of lien shall not be a condition precedent to nor delay the attachment of such lien, which shall attach from the due date of the assessment. The lien may be enforced by foreclosure of the defaulting Owner's Tract and Improvements thereon by the Association in the manner for foreclosing a mortgage on real property under the laws of the State of Missouri. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees in connection therewith. The Association shall have the power to bid on a Tract and Improvements thereon at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any Mortgagee or other encumbrance holding a lien on a Tract and Improvements thereon may pay any unpaid assessment payable with respect to such Tract and Improvements thereon, and any and all costs and expense with respect thereto, and upon such payment shall have a lien on such Tract and Improvements thereon for the amounts paid with the same priority as the lien of the mortgage or encumbrance. By accepting a deed to a Tract, each Owner shall thereby waive and release any and all rights



and claims said Owner may have in and to the Tract as a homestead exemption or any other exemption, said waiver and release to be applicable only with respect to assessment liens imposed pursuant to this Declaration.

Section 10.1. Personal Obligation. The amount of any assessment chargeable against any Tract and Improvements thereon shall be a personal, individual and joint and several debt of each Owner thereof. No Owner may exempt himself or herself from liability for the assessment by abandonment of a Tract or waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Common Expenses, any penalties and interest thereon, the cost and expenses of such proceeding, and all reasonable attorney's fees in connection therewith, shall be maintainable without foreclosing or waiving the assessment lien provided herein.

Section 10.2. Notice to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Tract of land shall not affect the assessment lien. However, the sale or transfer of any Tract or land which is subject to mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract or land from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10.3. Statement of Status of Assessment Payment. Upon payment to the Association of a reasonable fee not to exceed \$25.00 and upon the written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Tract, the Board of Directors of the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Tract. If the request is made by a prospective purchaser, both the lien for the unpaid assessment arising prior to the Association's receipt of such request, and the personal obligations of the purchaser therefor, shall be released automatically: (1) if the Association fails to issue such statement within thirty (30) days of the Association's receipt of such request; (2) if thereafter an additional written request is made by such purchaser and the Association again fails to issue such statement within ten (10) days after its receipt of such second request; and (3) if the purchaser subsequently acquires the Tract.

Section 10.4. Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 10.3, a purchaser of a Tract shall be jointly and severally liable with the seller for all unpaid assessments, and other indebtedness related thereto against the Tract up to the time of conveyance to the purchaser, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments and other indebtedness.

Section 10.5. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all Properties dedicated to and accepted by a local public authority; (b) any private road or roadway; (c) the Common Elements; and (d) all Properties owned by Declarants until the time of its transfer to a subsequent owner.

ARTICLE XI

ROAD MAINTENANCE

Section 11.0. Timber View Farms II Homes Association hereby warrants to perform normal maintenance, including but not limited to, periodic grading, addition of gravel on an “as needed” basis, to the Private Road and maintaining the drainage channels along said roadway. But if any Tract Owner incidental to an initial house construction or other Tract improvement cause damage to the private road and access easement due to heavy construction related vehicles, it shall be the responsibility of the Owner of said Tract to regrade and re-gravel that part of the private road damaged by such construction existing prior to the commencement of construction.

Section 11.1. Within one year of all Tracts being sold or by December 31, 2022, Declarant will, at their own expense, chip and seal surface the road.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David G. Barker

\_\_\_\_\_  
Donna L. Barker

\_\_\_\_\_  
Danny E. Barker

\_\_\_\_\_  
Stephanie K. Barker

STATE OF MISSOURI  
COUNTY OF JACKSON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public, appeared, David G. Barker and Donna L. Barker, husband and wife, known to me 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

\_\_\_\_\_  
Notary Public  
My term expires: \_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF JACKSON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public, appeared, Danny E. Barker and Stephanie K. Barker, husband and wife, known to me 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

\_\_\_\_\_  
Notary Public  
My term expires: \_\_\_\_\_