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Dottie D. Crenshaw  
Recorder of Deeds

TIMBER RIDGE HOMEOWNERS ASSN

## Amendment to Declarations and Restrictions of The Timbers Subdivision

This AMENDMENT is made this 17<sup>th</sup> day of April, 2018, MPH Lincoln Properties, LLC, a Missouri limited liability company, (hereinafter referred to as "Developer").

**WHEREAS**, the property identified herein is subject to restrictions recorded at Book 1174, Page 138, of the Lincoln County records.

**WHEREAS**, said restrictions provide that Developer retains the exclusive right to amend the restrictions so long as Developer continues to own any Lots in the subdivision;

**WHEREAS**, Developer continues to own Lots in the subdivision and desires to amend the restrictions;

**WHEREAS**, said restrictions provide that they may be changed by agreement of two-thirds of the then owners of the improved lots in the subdivision;

**WHEREAS**, by written agreement, two-thirds of the current lot owners of the improved lots in the subdivision have consented to this amendment;

**WHEREAS**, it is the intent of the Developer that this Amendment shall benefit and burden the land described in Exhibit "A" attached hereto and more particularly described at Plat Book 13, Page 15 of the Lincoln County records.

**NOW THEREFORE**, this Amendment modifies the Declaration and Restrictions for The Timbers of Lincoln County, Missouri, as follows:

Paragraph 15 is hereby replaced and shall read as follows:

- 15) No lot shall be used for any unlawful purposes or for any purpose that will injure the peaceful enjoyment of others, and no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. No alterations of lots, such as cutting of timber or clearing lots, except for individual trees needed to be removed for the placement of the residence. Any further alteration of lots must receive written approval of the Board of Trustees.

EXHIBIT B LAKE AND DAM MAINTENANCE AGREEMENT said legal is hereby modified to read as follows:

A CERTAIN TRACT OF REAL PROPERTY KNOW AS THE TIMBERS SUBDIVISION LYING IN SECTION 24, TOWNSHIP 49 NORTH, RANGE 3 EAST, IN THE COUNTY OF LINCOLN, STATE OF MISSOURI.

The undersigned hereby declares that a written vote of the current lot owners of The Timbers was taken and two-thirds of the current lot owners consented and agreed to this amendment. Further, Developer hereby consents to this amendment.

MPH Lincoln Properties LLC  
Developer

Martin Meyer  
Martin Meyer, Managing Member

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF LINCOLN    )

On this 17<sup>th</sup> day of April, 2018, before me appeared Martin Meyer, to me personally known, being duly sworn he did state that he is the Managing Member of MPH Lincoln Properties LLC, a limited liability company of the State of Missouri, and that this instrument was signed and sealed on behalf of said company by authority of its members and that he acknowledges said instrument to be the free act and deed of said company.

In testimony whereof, I have hereunto set my hand and affixed my official seal in my office in Troy, Missouri the day and year first above written.

Tamara Dobbs  
Notary Public



TAMARA DOBBS  
My Commission Expires  
August 29, 2021  
Lincoln County  
Commission #13521419

EXHIBIT A

The Timbers Subdivision located in the County of Lincoln, State of Missouri being more particularly described as follows to wit:

A CERTAIN TRACT OF REAL PROPERTY KNOWN AS THE TIMBERS SUBDIVISION LYING IN THE COUNTY OF LINCOLN, STATE OF MISSOURI IN SECTION 24, TOWNSHIP 48N, RANGE 3W AND MORE PARTICULARLY DESCRIBED IN PLAT BOOK 13, PAGE 15 AND AMENDED IN PLAT BOOK 13, PAGE 110.

**DECLARATIONS AND RESTRICTIONS FOR  
THE TIMBERS  
A SUBDIVISION WITHIN LINCOLN COUNTY, STATE OF MISSOURI**

THIS DECLARATION is made this 30<sup>th</sup> day of June, 1999,

**WITNESSETH:**

**WHEREAS, Developer, MPH Lincoln Properties L.L.C., is the fee simple owner of a certain parcel of real property located in the County of Lincoln, State of Missouri and more specifically described in Exhibit "A" which is attached hereto and incorporated herein by reference; and**

**WHEREAS, Developer is desirous of establishing for his benefit and for the mutual benefit of all future owners or occupants of the real property, or any part thereof, certain easements, interests, and rights in, over and upon said premises and certain mutually beneficial restrictions, options and obligations with respect to the proper use, conduct and maintenance thereof; and**

**WHEREAS, Developer desires and intends that several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said real property, shall at all times enjoy the benefit of, and shall hold their interests subject to the provisions, rights, options, privileges, and restrictions in this Declaration; and**

**WHEREAS, it is deemed in the best interest of all persons who may become and are owners of any portion of this property to have certain restrictions, limitations, and conditions created, imposed and placed of record, relating to this property.**

**NOW THEREFORE, the Developer as maker of this Covenant, records these restrictions in Book 1174 Page 138 of the Recorder's Office of Lincoln County, Missouri, for the purpose of protecting property values and for quiet and peaceful enjoyment of properties does hereby subject all Lots in said subdivision to the following covenants, conditions and restrictions which shall operate as covenants running with the land into whomever hands it or any part of it shall come and does hereby declare that all Lots in said subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, and the rights and easements herein contained are hereby made and declared to be rights and easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said Lots, and said Lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements and shall be enforceable at the suit of any and every Owner of any Lot in said subdivision by injunction or other proceeding, whether in law or equity.**

1. All streets and easements shall remain for the private roadway use of all the Owners of Lots in this subdivision; provided, however, that the Trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easement

rights therein or any portion or portions thereof. The Owners reserve the right to use the streets and easements as shown upon the recorded Plat to service any additional development, said additional development shall be subject to the same restrictions and assessments as contained herein. This shall not be construed to mean Owners shall make additional developments.

2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities and drainage facilities and any other purpose shown thereon or any other purpose declared by the Trustees.

3. All lot owners shall provide and maintain at their own expense private road entrances to their respective tracts; such private entrances to their respective tracts; such private entrances shall be constructed so as not to obstruct the side or cross drainage of the roadway. There shall be placed in all driveways to the proper grade and depth a pipe culvert of not less than twelve (12) inches in diameter, made of corrugated galvanized metal or standard strength concrete pipe. Such driveways shall be surfaced and of easy grade, coinciding with connecting roadway.

4. All dwelling structures erected on any lot shall have the minimum square footage listed, exclusive of any garage area, and must have enclosed solid foundations, to wit:

(a) A dwelling of the design commonly referred to or known as a one-story dwelling shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than one thousand six hundred fifty (1650) square feet.

(b) A dwelling of the design commonly referred to or as known as a split-foyer, shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than one thousand six hundred fifty (1650) square feet.

(c) A dwelling of the design or more than one story (except dwellings of the design commonly referred to or known as split-foyer, or split level), shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than one thousand two hundred (1200) square feet.

(d) For the purposes of the above covenants contained in this paragraph, eaves, steps, and open porches shall not be considered a part of the dwelling and attached garage.

5. There shall not be erected or maintained either temporarily or permanently, any tent, housetrailer, mobile home, or manufactured home on said premises for any purpose whatsoever, nor shall there be occupied on a temporary or permanent basis for residential purposes any garage or basement on said premises.

6. Any building erected, altered, placed or permitted to remain on any Lot shall be a one (1) single-family dwelling, which must include at least a two-car attached garage.

7. The outside exterior walls of all structures shall be constructed of either brick, rock, stone, drivit, or maintenance free vinyl siding and of good workmanship. The use of any other material for outside exterior walls shall not be permitted without first having obtained the written consent of the Board of Trustees.

8. Before any building shall be erected, placed, or altered on any residential Lot, the location of the structure to be constructed must be approved by the Trustees. The Trustees shall inquire as to and advise of:

- (a) the quality of workmanship, and
- (b) the materials to be used, and
- (c) harmony of external design with existing structure, and
- (d) the location of the proposed improvement with respect to topography and finish grade elevation.
- (e) The Lot owner shall be responsible for all erosion during construction and during the improvement of the property.
- (f) The exterior of the house shall be completed within six (6) months of the start up date.
- (g) Landscaping, seeding, and grading shall be completed within nine (9) months of the start date.

9. Plans submitted for approval of the Trustees shall be rejected or accepted within thirty (30) days. If the Trustees fail to reject or accept said plan during the thirty (30) day period, acceptance shall be conclusively presumed.

10. No Lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for exclusive use of any individual family unit as a residence.

11. The construction of residences or outbuildings shall conform to the following restrictions:

- (a) All residences constructed hereon shall be constructed no nearer than one hundred (100) feet from any street line and any other outbuilding shall be constructed no nearer than one hundred fifty (150) feet from any street line.
- (b) All outbuildings must be constructed behind main residence.
- (c) No buildings will be allowed in front yard.



(d) No residence or other outbuilding shall be constructed nearer than fifty (50) feet to any side property line.

(e) On any lot which adjoins or abuts the lake, no dwelling or outbuilding shall be constructed:

(i) nearer than twenty five (25) feet to the waters edge, and or,

(ii) within six (6) feet of the high water level as shown per Corps of Engineer survey and/or map or per survey conducted and drawn by a surveyor licensed and certified by the State of Missouri. No residence or outbuilding shall be erected within any flood plain as determined by survey.

(f) An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings.

(g) All fire chimneys constructed shall be of the type and construction approved by the fire insurance underwriters.

(h) All fences, shall be constructed of PVC fencing material or PVC with vinyl coated high tensil wire only, and shall be at least twenty (20) feet from the center of front street, no set-back requirements on side fences. Fencing constructed of a material other than that listed above shall require the approval of the Association prior to the commencement of construction.

(i) Outside latrines or toilets may be permitted temporarily during construction of a dwelling unit, but not to exceed a period of ninety (90) days.

(j) Liquid Propane tanks must be kept behind the home and out of sight, or behind a privacy fence.

12. The construction, maintenance, and use of outside toilets or latrines is prohibited, and no open sewage or drain system shall be permitted for the disposal of the sewage or water from internal household purposes. Any septic tank and system shall meet all health and safety codes of the County of Lincoln and State of Missouri, if any.

13. There shall be no commercial use of any Lot in the subdivision except by the owners (developers) so long as they own any lots in the subdivision, and except by professions or homebased businesses which do not use any commercial signs.

14. All motor vehicles, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, a trailer, boat trailer, boat, camping trailer, or similar vehicle shall be parked or permitted to remain on any Lot in said subdivision unless such recreational vehicles are parked behind the residence or kept garaged. No vehicle licensed over thirty thousand (30,000) lbs. may be parked or permitted to remain in the subdivision.



15. No lot shall be used for any unlawful purposes or for any purpose that will injure the peaceful enjoyment of others, and no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

16. No tract herein being purchased shall be subdivided.

17. The lot owners of Lots 25 and 63, their heirs and assigns, shall take title to their property subject to an easement for storm water overflow purposes.

18. All swimming pools must be of in-ground construction, and construction of all earth contact homes is prohibited.

19. No docks are allowed.

20. The operation of boats, jet skis, pontoon boats, and any other watercraft of any size, shape, or construction, on the lake, is prohibited.

21. Fishing in the lake is permitted for lot owners and their immediate families, who have property which abuts, is adjacent to, and or lies under said lake.

22. Horses will be allowed only on lot(s) numbered 3, 4, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, and 32. One horse per fenced acre will be maximum number of horses allowed. All buildings constructed to house these animals must be of horse barn design and covered with metal with baked on paint of color similar to house coloring or same material used to cover house. All building plans will be approved by the Board and maximum construction time will be no greater than one hundred twenty (120) days.

23. No firearms, pellets or BB guns shall be discharged in the subdivision at any time.

24. No cattle, horses, swine, sheep, goats, chickens or other poultry shall be permitted in the subdivision at any time. (Except as noted in Paragraph 22) Domestic dogs and cats will be allowed but not to exceed 2 dogs and 2 cats. All domestic animals must be confined on owners lot at all times except when leashed.

25. All grasses and weeds which may grow up on any lot shall be cut and trimmed by owner thereof so as not to permit a height greater than 10 (ten) inches. If this is not done, the Board shall have the right to enter said lot and cut the grasses and weeds and an assessment may be made and an applicable fine will be charged against the owner. No lot shall be planted in field crops, except pasture on lots numbered 3, 4, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, and 32.

26. All motor vehicle, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, a motorcycle, or machinery of any kind may be dismantled, assembled, repaired, or worked

on in any manner, upon any Lot or street in the subdivision, unless such repairs are conducted inside a private garage, screened from public view.

27. All motor vehicles, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, not in proper operating condition, which shall remain on any Lot or street longer than fifteen (15) days, shall be hauled away at the Owner's expense.

28. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by builders or developers to advertise the property during construction and sales.

29. No lot shall be used or maintained as a dumping ground for rubble or trash of any kind. Trash, garbage, or other waste shall not be kept on any premises except in sanitary containers for disposal not less than weekly.

30. Grantors have formed a not-for-profit corporation under the laws of the State of Missouri known as "The Timbers Lot Owners Association, Inc.", which corporation shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

- (a) this Declaration, and
- (b) the Articles of Incorporation, and
- (c) it's Bylaws, to wit;

(i) The Association is vested with the right in it's own behalf and on behalf of each Lot Owner to enforce all the restrictions, easements, liens, and covenants contained in this Declaration.

(ii) Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Bylaws, shall be vested with the Board, unless otherwise specified.

31. The Association, it's Board and members, shall be governed in the following manner:

- (a) The members of the Association shall be the Lot Owners.
- (b) Each lot shall represent one vote in any matter voted upon.
- (c) The members shall elect a Board of Trustees, hereinafter the "Board" or "Trustees", interchangeably, of three persons to manage the day to day affairs of the corporation.

(i) Initially, the Board shall be MARTIN MEYER, WILLIAM D. PRALLE and TERRY HACKMANN, who shall serve until replaced in the manner hereinafter provided.

(ii) Replacement of a vacancy within the Board shall be made by the remaining members. After the sale of eighty percent (80%) or more of the lots, a meeting shall be called of the then existing lot owners, at which meeting a new Board shall be elected. The Board shall organize itself with selection of a President, Secretary and Treasurer.

(iii) The Board, so elected, shall be three (3) in number, one (1) of whom shall be Developer, his heirs or assigns, and two (2) of them shall be from among the purchasers of lots until such time as the original Developer shall own less than ten percent (10%) of the lots. Thereafter, all three (3) of the Board shall continue to serve three (3) year terms.

(iv) In the event any of the Board shall die or decline to act or become incompetent to act for any reason, then the remaining Board shall appoint a successor or successors to complete the term of that Directors. Minutes shall be kept of all Board meetings.

(v) When two (2) members of the Board are purchasers of lots, one (1) shall serve for an initial one year term (1) and the other for an initial two (2) year term. Each shall serve three (3) terms thereafter. When three (3) of the Board are purchasers of lots, they shall serve three (3) year terms, with one (1) to be replaced each year.

(vi) Thereafter, all three (3) members of the Board from among the purchasers of lots shall continue to serve until his/her successor is chosen at a meeting called by the Board of their own motion or upon petition of ten percent (10%) of the lot owners.

(d) A meeting of existing lot owners shall be held every year for the purpose of transacting any necessary business, said meeting shall be in a convenient place as designated by the existing Board, after first giving:

(i) ten (10) days written notice to lot owners at their last known addresses or by posting in the subdivision; provided, however, failure of anyone to receive notice shall not affect the meeting.

(ii) A meeting is required at least once per year for the purpose of electing a member to the Board.

(iii) A majority vote of the Board is required to make any rulings or changes.

(e) Special meetings, as necessary, may be called by the Board upon their

own motion or upon petition of a majority of the lot owners.

(f) In all voting, whether for the election of the Board, or of any other Purpose whatsoever, each lot shall represent one (1) vote.

(g) Lot owners who have not paid their annual or general assessments in full as of the date of any scheduled vote, general, special, or otherwise, shall not be entitled to vote however, their presence at a meeting, annual or special, shall count in establishing a quorum.

32. The Association, it's Board and members, in addition to the above, shall have the following powers:

(a) The Board shall have the power and authority to prevent, in their own names as the Board, any violation of any express trust or any infringement, and to compel the performance of any restriction.

(i) This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Board is intended to be discretionary and not mandatory.

(b) Any lot owner found to be violating these restrictions shall pay all costs and expenses of the Board, or other lot owner, incurred to bring said lot owner into compliance.

(i) This shall include attorney's fees, court costs, recording fees, and other directly related costs.

33. These restrictions may be changed, modified, or amended at any time in the future by:

(a) written covenant signed by the Owners of two-thirds (2/3) of the Lots in said subdivision.

(i) The said amendment or modification is to be and become effective only upon recording of same in the office of the Recorder of Deeds of Lincoln County, Missouri.

(ii) Such amendment or modification will not require the signatures of any holder of a mortgage, Deed of Trust, or other lien against the respective Lots or the improvements thereon.

34. A cancellation of any of these covenants by judgments or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.

35. The Owners and Developer, MPH Lincoln Properties, it's heirs and assigns,

reserve the exclusive right to amend restrictions or grant variances necessary as stated herein so long as any Lots are still owned by them or a successor Developer.

36. All Lots and tracts shall be subject to the foregoing protective covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years at and after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of two-thirds (2/3) of the then owners of the improved lots agree to change said covenants in whole or in part. Such changes are to be recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, and shall become effective on said date.

37. A cancellation of any one or more of these covenants by judgement, city ordinance, county regulations, or other shall in no way affect any of the other provisions, which shall remain in full force and effect.

38. By June 1 of any given year, the Developer and successor Board may annually assess each lot in the amount and manner now set forth:

(a) to make uniform assessments not to exceed One Hundred Fifty Dollars (\$150.00) on each improved Lot in any one (1) year, upon and against the several Lots in said subdivision for the maintenance and upkeep of the streets, roads, sign, lake, dam, insurance, and any other expenses agreed upon by the lot owners for the benefit of all lot owners.

(b) all lots which are directly adjacent to and border upon the lake shall be subject to an annual assessment of two hundred (\$200.00) for the maintenance and upkeep of the streets, roads, sign, lake, dam, insurance, and any other expenses agreed upon by the lot owners for the benefit of all lot owners.

(c) if at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessment above provided, they shall:

(i) submit, in writing, for the approval of the Lot Owners, an outline of the plan of the project contemplated, an estimate of the amount required for completion of same, and the total assessment required.

(d) If such project and the special assessment so stated shall be approved by written consent of the owners of three-quarters (3/4) or more of the Lot owners in said subdivision, the Trustees shall:

(i) notice all Owners of Lots in said subdivision of the additional assessments.

(e) The limit, One Hundred Fifty Dollars (\$150.00) per year for non lake lots and Two Hundred Dollars (\$200.00) per year for lake lots for general assessment

purposes, shall not apply to any assessment made under the provisions contained within paragraph 38(c).

39. Subject to the above required consent of the Lot Owners, no assessment shall be made except upon resolution adopted by a majority of the Trustees, at a meeting of the Trustees, which said resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.

40. Notice of all assessments may be given by:

- (a) mail, addressed to the last known or usual post office address of the holder of legal title to said Lot, or
- (b) may be given by posting a brief notice of the assessment upon the Lot itself,
- (c) Service in any one of the said methods shall be sufficient.

41. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided.

42. Delinquent Assessments shall be handled in the following manner:

- (a) From and effective the date when said assessments are due, it shall bear interest at the rate of fifteen percent per annum or the maximum rate of interest allowed by law per annum, whichever be the greater, until paid;
- (b) such assessment and interest shall constitute a lien upon said Lot and said lien shall continue in full force and effect until said amount is fully paid, provided, however, that such lien shall never be prior to and subordinate to any Deed of Trust of record whether recorded before or after the recording of said lien.
- (c) At any time after the passage of resolution levying an assessment, and its entry in its minutes, the Trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more Lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri;
- (d) the Trustees shall, upon payment, cancel or release any one or more Lots from the liability for assessment, as shown by recording, at the expense of the Owner of the property affected, a release of such assessment with respect to any Lot or Lots affected, and the Trustees shall cause to be noted from time to time in the minutes of its proceedings the payments made on account of assessments.
- (e) Assessment(s) shall constitute a lien whether recorded or not.

43. All statutory laws and rights for enforcing and collecting general taxes in the



State of Missouri, now existing or which may hereinafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessments.

44. The Trustees may receive, hold, convey, dispose or administer in trust for any purpose mentioned in this indenture, any gifts, grant, conveyance, or donation of money, real or personal property.

45. The Trustees, in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, from time to time, may enter into contracts, employ agents, servants, as they deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, in their capacity as Trustees.

46. Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against Lot Owners as herein provided.

47. The act or acts of any two (2) of the Trustees shall, for the purpose of this indenture, have the same force and effect as if all the Trustees performed such act or acts.

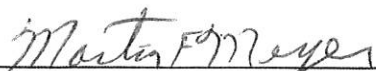
48. The Trustees shall not be personally liable for any debt, liability, or obligation of the subdivision. All persons, associations, or other entities extending credit to, contract with, or having claim against the subdivision, may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or any money that may otherwise become due or payable to them from the subdivision Trustees.

49. The maintenance for the dam and lake shall further be governed by the terms and conditions as set forth with the attached Lake and Dam Maintenance Agreement, attached and labeled as Exhibit B.

50. No assessment shall be due from MPH Lincoln Properties, LLC or their heirs.

IN WITNESS WHEREOF, the Developer has caused these covenants and restrictions to be signed the day and year first above written.

BY: MPH Lincoln Properties, LLC

  
 MARTIN MEYER-MPH Lincoln Properties, LLC,-Member



William D Pralle

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WILLIAM D. PRALLE- MPH Lincoln Properties, LLC,-Member

Terry Hackmann

TERRY HACKMANN- MPH Lincoln Properties, LLC,-Member

NOTARY

State of Missouri     )  
                                  ) ss.  
County of Lincoln     )

ON THIS 29th day of June, 1999, before me personally appeared Martin Meyer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MPH Lincoln Properties, LLC, and the Board of Trustees of The Timbers Lot Owners Association, Inc.

Subscribed and sworn to before me, the undersigned Notary Public, on this day 29th of June, 1999.

Alma M. Pratt  
Notary Public

My commission expires: 8-22-99

ALMA M. PRATT  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES: AUG. 22, 1999

NOTARY

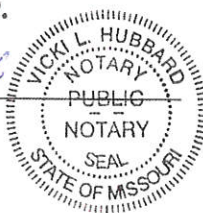
State of Missouri     )  
                                  ) ss.  
County of Lincoln     )

ON THIS 30th day of June, 1999, before me personally appeared William Pralle, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MPH Lincoln Properties, LLC, and the Board of Trustees of The Timbers Lot Owners Association, Inc.

Subscribed and sworn to before me, the undersigned Notary Public, on this day 30th of June, 1999.

Vicki L. Hubbard  
Notary Public

My commission expires: 4-10-2003



VICKI L. HUBBARD  
NOTARY PUBLIC - STATE OF MISSOURI  
LINCOLN COUNTY  
MY COMMISSION EXPIRES APRIL 10, 2003

NOTARY

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State of Missouri )  
 ) ss.  
County of Lincoln )

ON THIS 29th day of June, 1999, before me personally appeared Terry Hackmann, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MPH Lincoln Properties, LLC, and the Board of Trustees of The Timbers Lot Owners Association, Inc.

Subscribed and sworn to before me, the undersigned Notary Public, on this day 29th of June, 1999.

Alma M. Pratt  
Notary Public

My commission expires: 8-22-99

ALMA M. PRATT  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES: AUG. 22, 1999

STATE OF MISSOURI  
County of Lincoln  
FILED FOR RECORD

JUL 01 1999

At 2 o'clock 10 Minutes P.M.  
MELBA HOUSTON, Recorder

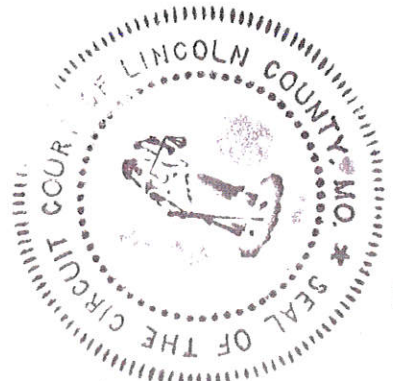
STATE OF MISSOURI

County of Lincoln

I hereby certify that this instrument was  
FILED FOR RECORD on 7-1 1999  
at 2 o'clock 10 min P.M. and is  
recorded in Book 1174 Page 138.

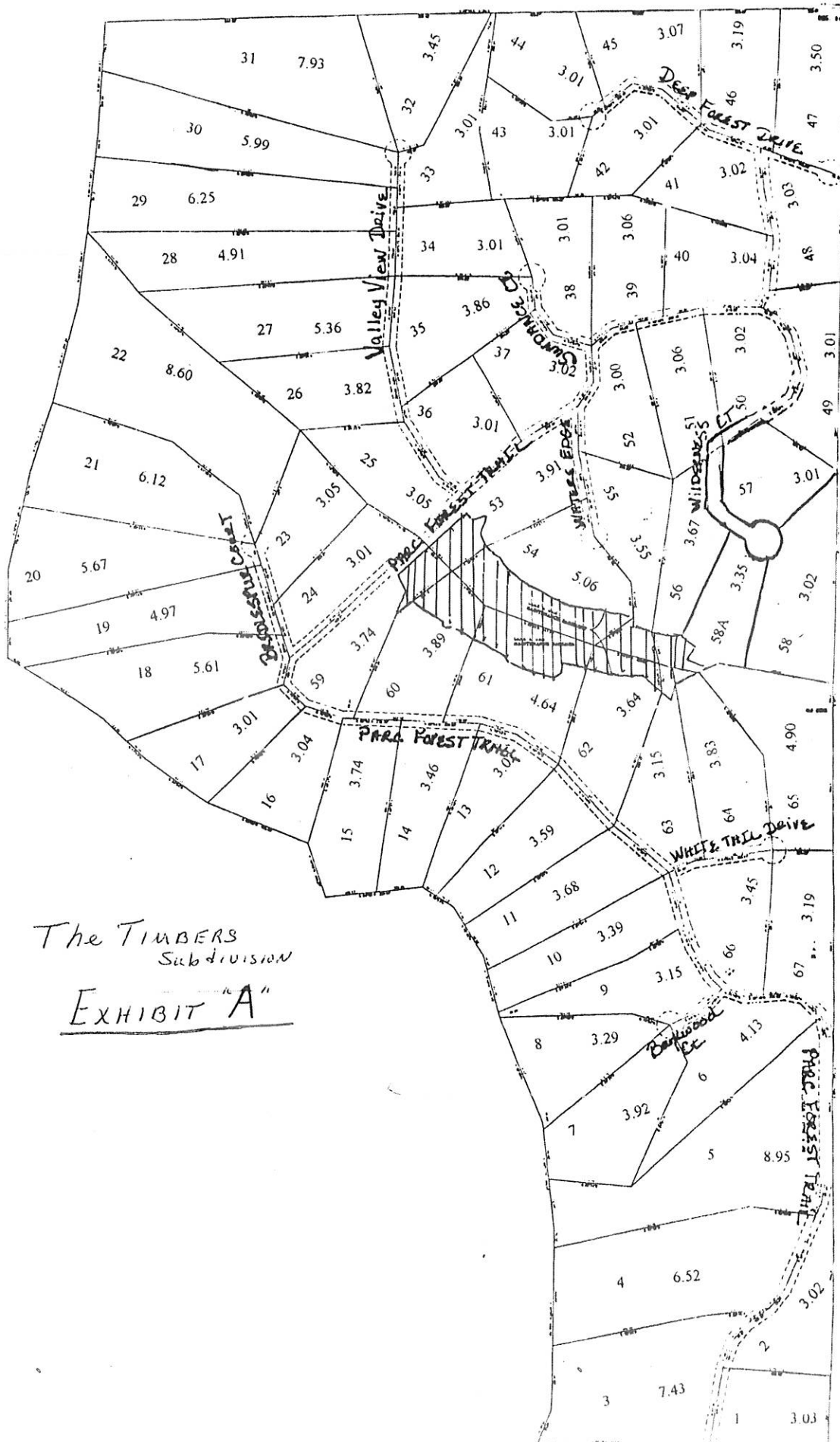
MELBA HOUSTON  
Recorder of Deeds

By Melba Houston Deputy



# The Timbers

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The TIMBERS  
Subdivision  
EXHIBIT A

LAKE AND DAM MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 30<sup>th</sup> day of June, 1999, by and between MPH Lincoln Properties L.L.C., hereinafter Developer, and the Board of Trustees of The Timbers Lot Owners Association, Inc., hereinafter "Association"

WHEREAS, the Developer is the owner of certain real property, hereinafter referred to as the "Property", located in Lincoln County, State of Missouri, and being more particularly described as follows, to wit:

A CERTAIN TRACT OF REAL PROPERTY KNOWN AS LAKEVIEW RIDGE LYING IN SECTION 24, TOWNSHIP 49 NORTH, RANGE 3 EAST, IN THE COUNTY OF LINCOL, STATE OF MISSOURI, AND BEING FURTHER SHOWN PER THE ATTACHED SURVEY DRAWING LABELED AS EHIBIT A-1 AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, there presently exists an earthen dam and lake located on said Property, and

WHEREAS, said earthen dam, in part, impounds the waters of a certain lake located primarily within said Property, and

WHEREAS, the Association, as per The Timbers Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated June 30, 1978 and recorded within Book 1174 Page 138 of the Lincoln Land Records, is charged with a duty to maintain the common ground of The Timbers, areas which include the lake and the earthen dam impounding same, and

WHEREAS, in an effort to protect the interests of the Lot Owners of The Timbers, it is the desire of the Association to have access to the Property to perform maintenance and repair upon said earthen dam located upon same, and

NOW THEREFORE, by this agreement and for and in consideration of the mutual promises and assurances set out herein, the Developer and the Association hereto agree to the following terms and conditions:

1. All costs associated with the maintenance and or repair of the earthen dam located upon the Property shall borne by the Association.
2. The Association, it's agents or assigns, shall have the right to come onto the Property, inclusive of each lot within said Property, for the sole purpose of repairing or maintaining said earthen dam for repairs or maintenance deemed reasonably necessary by the Association.



instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MPH Lincoln Properties, LLC, and the Board of Trustees of The Timbers Lot Owners Association, Inc., all in the County of St. Charles, State of Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

Alma M. Pratt  
Notary Public

My Notary expires: 8-22-99

ALMA M. PRATT  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. CHARLES COUNTY

MY COMMISSION EXPIRES: AUG. 22, 1999

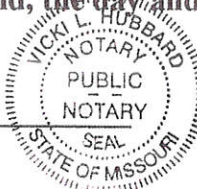
**NOTARY**

ON THIS 30th day of June, 1999, before me personally appeared William Pralle, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MPH Lincoln Properties, LLC, and the Board of Trustees of The Timbers Lot Owners Association, Inc., all in the County of St. Charles, State of Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

Vicki L. Hubbard

Notary Public



My Notary expires: 4-10-2003

VICKI L. HUBBARD  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
LINCOLN COUNTY

ON THIS 29th day of June, 1999, before me personally appeared Terry Hackmann, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MPH Lincoln Properties, LLC, and the Board of Trustees of The Timbers Lot Owners Association, Inc., all in the County of St. Charles, State of Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

Alma M. Pratt  
Notary Public

My Notary expires: 8-22-99

ALMA M. PRATT  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES: AUG. 22, 1999

3. Upon completion of any repairs or maintenance performed, the Association, its agents or assigns, shall cause the condition of the Property to be that which is as reasonably close to the condition of the Property as was prior to the repairs or maintenance being performed.

4. Unless otherwise stated herein, this agreement shall be binding upon and inure to the benefit of the heirs, devisees, transferees and successors in interest of all parties to this agreement.

5. This Agreement shall be considered to be a part of and is hereby incorporated into The Timbers Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated June 30, 1999.

6. In the event any party to this Agreement fails to act or perform under the terms herein set forth, said party shall be liable for the costs of enforcement of said agreement, including but not limited to, court costs, filing fees, and reasonable attorney's fees incurred by the other parties to this agreement.

WHEREFORE, the parties to this Agreement have affixed their signatures the day and year first above written.

BY:

Martin F. Meyer  
MARTIN MEYER-MPH Lincoln Properties, LLC,-Member  
The Timbers Lot Owners Association, Inc.-Board of Trustees

William D. Pralle  
WILLIAM D. PRALLE- MPH Lincoln Properties, LLC,-Member  
The Timbers Lot Owners Association, Inc.-Board of Trustees

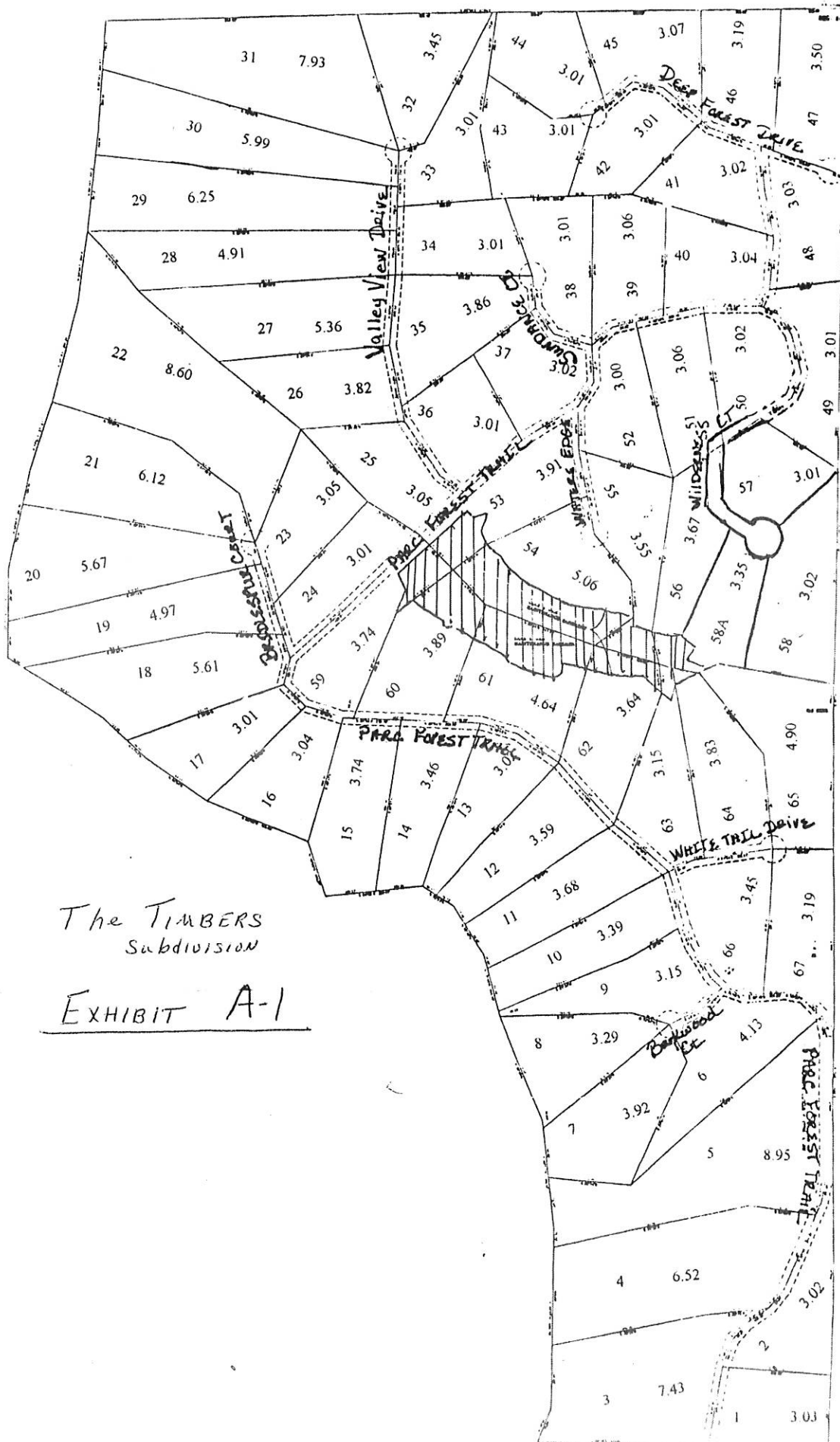
Terry Hackmann  
TERRY HACKMANN- MPH Lincoln Properties, LLC,-Member  
The Timbers Lot Owners Association, Inc.-Board of Trustees

#### NOTARY

ON THIS 29th day of June, 1999, before me personally appeared Martin Meyer, to me known to be the person named in and who executed the foregoing

# The Timbers

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The TIMBERS  
Subdivision

EXHIBIT A-1