



A Place to live.

Lakewood

LAKWOOD PROPERTY OWNERS
ASSOCIATION, INC.
281 N.E. Bayview Drive
Lee's Summit, Missouri 64064-1499
(816) 373-4326

September 8, 2008

John Hulston
Bill Wiley
Timber Creek Development Co.
P.O. Box 10226
Kansas City, MO 64171

RE: Request to change name of parcel from Clubhouse Cottages to The Villas at Lakewood

Dear Mr. Hulston & Mr. Wiley:

At their regular meeting on 8/14/08 the LPOA Board of Directors reviewed your, and builder Bill Wiley, request to change the name of your development (located at Lake Drive & Woods Chapel Road) from the current name of Clubhouse Cottages to a new name of The Villas at Lakewood. The Board approved your request with the following motion:

Director Hand moved to approve developers Wiley & Hulston request to change a parcel name from Clubhouse Cottages at Lakewood to The Villas at Lakewood. Director Lloyd second. Carried 8-0.

If you have any questions, please do not hesitate to contact me via email at kathy@lpoa.com or by phone at 373-4326.

Best regards,

Kathy Howe
General Manager

/kh

cc: Mabelle Seiler – LPOA Accounting Supervisor
Sean Bachtel – ARB/ARC Coordinator
Ed Norwood – Community Services Supervisor

Date: March 23, 2005
To: Kathy Howe
Fax No.: 816-373-6154
From: John L. Hulston
816-931-9963
816-531-0352 (Fax)
Pages: 2, including this cover sheet



The copy of the Declarations for the Clubhouse Cottages you received are the ones filed with Jackson County, but the following cover page was omitted. It shows the Recorder's Certification stamp.

*XC: Machelle Seiler
Joe Millerth*

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
08/06/2004 03:45:35 PM

INSTRUMENT TYPE: REST FEE: \$78.00 20 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

200410075788



ROBERT T. KELLY, DIRECTOR OF RECORDS

Title of Document: Supplementary Declaration of Restriction -
The Clubhouse Cottages at Lakewood

Date of Document:
8/2/04

Grantor(s):
Timbercreek Development Co, Inc.

Grantee(s):
Same

Grantee's mailing address:
P.O. Box 10226
Kansas City, MO 64171

Legal Description:
All of Lots 1 through 46, The Clubhouse
Cottages at Lakewood

Reference book and page or instrument number (if applicable):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

This page is intended to be a sample of what is required on the first page of a document under the Missouri Formatting Requirements and is not intended for use as an addition to documents to be recorded. If this page is added to a document after the document has been notarized, this alters the original document and may affect the legal transfer of property. Additionally, the County Assessor may fail to update the ownership change on the County tax rolls.

**SUPPLEMENTARY DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
OF LOTS 1 THROUGH 46, THE CLUBHOUSE COTTAGES OF LAKEWOOD,
A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI**

THIS DECLARATION, made this 2nd day of August, 2004 by Timbercreek Development Co., Inc. a Missouri corporation, hereinafter "Developer;"

WITNESSETH:

WHEREAS, Developer is now the Owner of all the property consisting of Lots 1 through Lots 46, THE CLUBHOUSE COTTAGES OF LAKEWOOD, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on all of said property, for the use and benefit of the present Owner, and for its future grantees, heirs, successors and assigns;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said facilities; and, to this end, desires to subject the real property described herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefits of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering ~~and enforcing the covenants and restrictions and collecting and disbursing the assessments and~~ charges, if any, hereinafter created; and

WHEREAS, Developer intends for the above referenced property to be a "parcel" within the larger area known as "Lakewood" and governed by the Lakewood Property Owners Association, Inc.; and

NOW THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the "parcel" shall be, and it hereby is, restricted as to its use and subject to the restrictions, reservations, covenants, assessments and charges in the manner hereinafter set forth.

ARTICLE I

Property Subject To This Declaration;

Additions Thereto

Section 1. The Clubhouse Cottages. The real property which is subject, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as follows:

All of Lots 1 through 46, The Clubhouse Cottages of Lakewood, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof, all of which real property shall hereinafter be referred to as "The Clubhouse Cottages."

Section 2. Annexation As Parcel. The Clubhouse Cottages shall be, and it hereby is, declared to be a "parcel" subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions creating the rights and duties of the Association filed of record in the Recording Office as Document No. I-162473 on August 29, 1973 (the "Basic Declaration"). Notwithstanding the foregoing, to the extent the provisions of the Basic Declaration conflict with or are contrary to the provisions of this Declaration, the provisions of this Declaration shall control.

ARTICLE II

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "The Clubhouse Cottages" shall mean and refer to the above-referenced "parcel" which includes all existing properties that are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.

(b) "Association" shall mean and refer to Lakewood Property Owners Association, a Missouri Not-for-Profit Corporation.

(c) "Basic Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions and all amendments thereto creating the rights and duties of the Association filed in the recording office as Document No. I-162473 on August 29, 1973, at Page 271 (the "Basic Declaration").

(d) "Lot" shall mean and refer to a plot of land as shown upon the plat of The Clubhouse Cottages comprised of all or portion of one or more of the numbered tracts upon the recorded subdivision map of the properties but excepting the common properties and streets as herein defined.

(e) "Dwelling" shall mean and refer to any portion of a building situated in The Clubhouse Cottages designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the merchantable fee simple title to any Lot in The Clubhouse Cottages, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners of the property who have been annexed into the Association.

(h) "ARB/ARC" shall mean Architectural Review Board/Alterations Review Committee maintained by the Association for the entire Lakewood area.

(i) "Developer" shall mean Timbercreek Development Co., Inc. a Missouri Corporation, its successors and assigns, and the Owner or Owners of additions, if any, to the initial existing property, their respective heirs, successors or assigns.

(j) "Primary Builder" shall refer to Wiley Enterprises, LLC, unless otherwise designated by Developer.

(k) "Street" shall mean the public roads and the rights-of-way therefor as shown on the recorded plat or plats, subject to easements for utilities and constructed and dedicated by the Developer for the use of Members and Owners, their families and guests and the public.

(l) "Front Property Line" shall mean the property line of any Lot abutting the right-of-way line of any Street or Streets.

(m) "Common Properties" shall mean and refer to any properties which may be deeded to Lakewood Property Owners Association for the uses of the Members of said Association.

(n) "Parcel Common Elements" shall include entrance monuments, wrought iron fencing, stone columns, islands, lighting, sprinkler systems and landscaping installed by the Developer or Association for The Clubhouse Cottages "parcel."

(o) "Parcel Committee" shall mean: (1) prior to turnover to Association, the Developer or its designees from time to time; and (2) on and after turnover, a committee comprised of at least five Members of the Association (all of whom reside in the "parcel") who shall be appointed by and serve at the pleasure of the Board.

(p) "Developer's Architectural Review Board" - See Article VII.

ARTICLE III

Use of Lot Properties

Section 1. Lots. No Lot shall be used for any purpose other than as the site for the construction of one private single family residence dwelling. The Developer reserves the right to temporarily use, or grant authorization to be used, any dwelling for a model home and/or office.

No business buildings shall be erected nor shall any business activity or commercial enterprise which involves on-site activity with the public be permitted, maintained or conducted on any of the properties.

The Clubhouse Cottages is a planned development. Six designated house plans have been approved by the Developer and the City of Lee's Summit. Any modification of these plans requires the written approval of the Developer's Architectural Review Board. Any plans other than the above-referenced designated plans require written approval of the Developer's Architectural Review Board and must meet the following standards:

The floor living area of any dwelling, exclusive of any attached garage, porches or breezeways, shall be not less than 1,600 square feet.

Any one-and-one-half story dwelling or reverse one-and-one-half story dwelling shall be not less than 1,400 square feet of floor living area on the main level.

No two story or split-level plans shall be permitted.

Any alternate plans are also subject to the approval of the City of Lee's Summit.

Section 2. Temporary Dwellings. No trailer, basement, tent, shack, garage or any outbuildings as set forth above shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 3. Exteriors. Exterior walls on all dwellings shall be stucco (no stucco board or stuccato), plate glass, glass blocks, wood trim or a combination thereof on all four sides. In addition, the fronts only of all dwellings shall be of stone or cast stone used in combination with the other materials and approved in color, style and placement by the Developer's Architectural Review Board.

Colors shall be earth tone and limited to the following: KWAL G24 through 38 and H24 through 39. The bottom two (2) sections of these color charts shall be used only for accent; e.g., shutters and doors. All combinations shall be subject to the written approval of the Developer's Architectural Review Board. Substitutions of the above colors shall also require written approval of the Developer's Architectural Review Board. The Lakewood Property Owners Association shall be provided a copy of the designated color charts.

Section 4. Roofs. Only concrete tile roofing materials shall be used. The color and style of the concrete tile shall be specifically designated by the Developer's Architectural Review Board. The color and style shall be the same for all lots in the "parcel."

Section 5. Completion Time. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the

event of fire, windstorm or other damage, no building shall be permitted to remain in such damaged condition longer than three (3) months.

Section 6. Fencing. No fencing shall be permitted on any Lot unless the same is of a type commonly known as wrought iron or aluminum fence. All fencing shall be black in color and consistent in style and require approval of the Developer's Architectural Review Board. No fencing shall exceed four (4) feet in height. No fencing shall extend nearer to the front street than the rear foundation line of the dwelling for which the fencing is constructed. On corner Lots, no fencing shall extend nearer the side street than the end of the foundation line of the building for which the fencing is constructed.

Section 7. Dwelling Frontage. Every dwelling erected on any Lot shall front on or present the more substantial frontage to the Street on which said Lot fronts. Dwellings on corner Lots shall so far as is practicable, present a frontage to all abutting Streets. The Developer's Architectural Review Board shall be empowered to determine whether a dwelling is situated in accordance with this Section.

Section 8. Setback Lines. No part of any dwelling shall be nearer to the front or rear Lot lines or nearer to the side yard Lot lines of the Lot upon which said dwelling is erected, except in conformity with the plat which is filed herewith showing minimum setback lines and side yard lines.

Section 9. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as reflected in the records of the Recorder of Deeds of Jackson County, Missouri. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage

channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or tract and all improvements in it shall be maintained continuously by the Owner of the Lot or tract, except for those improvements for which a public authority or utility company is responsible.

Section 10. Sewers. All residences shall be connected to public sanitary sewer lines.

Section 11. Trucks, Boats, Trailers and Recreational Vehicles. No truck or motor vehicle type truck exceeding a three-quarter (3/4) ton truck, boats, trailers, recreational vehicles and/or other machinery shall remain parked outside of a residence garage overnight.

Section 12. Trash and Nuisances. No trash, ashes, garbage, junk, junk cars, or other refuse or debris shall be thrown, dumped or placed on any Lot, on the Streets, or the Common Properties, nor be permitted to accumulate or remain on any Lot. There shall be no outside trash barrels of any description and no burning of trash outside. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 13. Clutter. No Member shall permit lawn equipment, furniture, bicycles, toys or any miscellaneous items to be left in yards while not in use.

Section 14. Clotheslines. Outdoor clotheslines shall not be permitted.

Section 15. Outdoor Television Antennas. No satellite antenna or other outdoor television antennas larger than 39.6 inches (1 meter) shall be permitted without approval of the Developer's Architectural Review Board. No antenna towers shall be permitted.

Section 16. Basketball Goals. Temporary basketball goals shall not be permitted. Permanent basketball goals shall be subject to approval of the Developer's Architectural Review Board and ARB/ARC.

Section 17. Playground Equipment. All playground equipment shall be subject to approval of the Developer's Architectural Review Board and ARB/ARC.

Section 18. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except a reasonable number of dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose. Pets shall not be allowed loose or unsupervised in any part of the subdivision. Structures to contain animals shall not be permitted on lots. Any pet deemed to be dangerous or a continual nuisance shall be permanently removed from the development.

Section 19. Signs. No signs, with the exception of conventional real estate signs, shall be permitted without the approval of the Developer's Architectural Review Board.

Section 20. Window Coverings. No signs shall be permitted on the interior or exterior of windows. All interior window coverings or any items visible through windows shall be inoffensive, with interior window coverings to be drapes, curtains or louvered blinds. Exterior awnings are not permitted unless approved by the Developer's Architectural Review Board.

Section 21. Sod. The entire yards of all houses shall be covered with conventional sod. The maintenance of all sod shall be to the standards required by the Developer's Architectural Review Board.

Section 22. Sprinkler Systems. All lots shall have sprinkler systems approved by the Developer's Architectural Review Board with valves on the front side of the dwelling.

Section 23. Shrubbery. Owners agree to plant the minimal amount of shrubbery required by and approved by the Developer's Architectural Review Board. This may include specific types of trees in designated areas of lots.

Section 24. Parcel Common Elements. This shall include entrance monuments, wrought iron fencing, stone columns, lighting and sprinkler systems, if any, and landscaping installed by the Developer or Association. A Parcel Assessment shall be paid to the Association for maintenance of the common elements of The Clubhouse Cottages "parcel." The Developer covenants and agrees to convey, by warranty deed, all of its rights, title and interest in the Parcel Common Elements to the Association, without any cost to the Association, at such time as the Developer may determine, but in all events not later than one month after Developer has recorded the Certificate of Substantial Completion. Notwithstanding the actual date of recording of the warranty deed, the Association, using solely assessments paid by Owners of the Lots, shall be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring (as applicable) all Parcel Common Elements.

Section 25. Maintenance Program. The Developer or Primary Builder may establish a maintenance program for The Clubhouse Cottages "parcel" which shall include lawn mowing, lawn maintenance, and snow removal. This option shall be made available to all Members in the "parcel." Those Members will be required to pay a special monthly assessment to the Association to participate in the program. This shall be in addition to the regular monthly assessment and the above-referenced assessment for Parcel Common Elements due to the Association. Members who elect to participate in the program shall be required annually to sign up for a minimum of one (1) year at a time designated by the Developer's Architectural Review Board. In the event this assessment is not paid by a participating Member, then there will be a charge against the Lot which shall become a lien on the property.

The Developer or Primary Builder may appoint a committee to administer the program. Upon substantial completion of the development, the Members of the "parcel" may elect the committee.

ARTICLE IV

Association Membership and Voting Rights

The Developer shall not have any voting rights for any property in the Clubhouse Cottages nor shall it be considered a Member of the Association solely by reason of its ownership of Lots or undeveloped acreage in the Clubhouse Cottages. The Developer will maintain complete control and management of all unsold Lots and undeveloped acreage in the Clubhouse Cottages and, notwithstanding anything in this Declaration to the contrary, it shall not be subject to assessment dues thereon. At the time of closing of a sale by Developer on a developed Lot in the Clubhouse Cottages, and not before, said Lot shall automatically be deemed annexed into and will come within the jurisdiction of the Association, and each Owner thereof shall be subject to the assessments as provided in Article VI of this Declaration. Upon being annexed into the jurisdiction of the Association, every Owner or a lot or a Single Family Residential Unit in the properties which is subject to assessment shall become a Member of the Association (as the rights and obligations of such a Member are set out in the Articles of Incorporation and Bylaws of the Association) and shall be subject to the Association's Articles of Incorporation and Bylaws, as now in existence or hereafter amended. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they, among themselves, determine. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Builders shall be required to pay a fee to the Association in the amount of Ten Dollars (\$10.00) per month from the time of their ownership of the lot until the lot has been annexed into the Association.

ARTICLE V

Property Rights-Common Area

Section 1. Members' Easement of Enjoyment. All Members of the Association shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any recreation facilities situated upon the Common Area.
2. The right of the Association to suspend voting rights and right to use recreational facilities by a Member for any period during which any assessments against the Lot remain unpaid for a period of sixty (60) days or more.
3. The right of the Association to dedicate and transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members and further subject to the rights of mortgagees as contained in the Bylaws.
4. The right of the Association to collect and disburse those funds as set forth in Article VI below.

Section 2. Delegation of Use. Any Member may delegate in accordance with the Basic Declaration his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property and, subject to the policy and rules which may hereafter be adopted by the Association.

Section 3. Title to the Common Area. The Developer hereby covenants for itself, its successors and assigns, that it will convey the fee simple title to the Common Area located within the Clubhouse Cottages to the Association, free and clear of any encumbrance and liens, but subject to easements and rights created by this or similar instruments, upon demand by the Board of the Association, or at such time as the Developer may wish to make such a conveyance. The foregoing notwithstanding, the Developer must convey title to said Common Area to the Association twenty (20) years from the date of this Declaration.

Section 4. Damage or Destruction of Common Area by Member. In the event any Common Area is damaged or destroyed by a Member or any of his guests, tenants, licensees, agents or members of his family, such Member does hereby authorize the Association to repair such damaged area; the Association shall repair such damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Member, shall be a lien upon the Lot of said Member and be enforceable as other assessments under Article VI below.

ARTICLE VI

Covenant for Maintenance Assessment

Section 1. Maintenance Assessments. Each Lot or Single Family Residential Unit which has been annexed into the Association shall be subject to, and each Owner of any Lot or Single Family Residential Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, shall then become a Member and is deemed to covenant and agree to pay to the Association the following: (1) annual assessments or charges to be established and collected as

hereinafter provided, (2) special assessments for capital improvements, (3) special assessments for damage to the Common Area, and (4) assessments for future maintenance of the Common Area. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Area. The proceeds of regular annual or special assessments shall not be used to reimburse Developer, its successors or assigns, for any capital expenditures incurred in construction or other improvements of a common facility, nor for the operations or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

Section 3. Annual Association Assessment. Except for Lots owned by a Builder, the annual assessment per Lot shall be a sum set by the Association for Owners of Single Family Residential Lots in accordance with the Basic Declaration, Articles of Incorporation and bylaws of the Association.

Section 4. Parcel Assessment. In addition to the same basic Association assessments as is paid by all other single family residences governed by the Association, all Lots in the "parcel" shall be subject to a uniform monthly assessment (Parcel Assessment) to be paid to the Association by the respective Owners thereof to cover the costs solely related to the Lots, the "parcel" and the

Parcel Common Elements. The amount of the monthly Parcel Assessment shall be fixed annually by the Association Board of Directors, after consultation with the Parcel Committee. The initial rate of the Parcel Assessment shall be set by the Developer.

Section 5. Special Assessments for Capital Improvement. In addition to the annual assessment and special assessments against an Owner for damages to the Common Area authorized above, the Association may levy, on any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members who are entitled to and are voting in person or by proxy at a meeting duly called for this purpose. A Lot owned by a Builder shall not be subject to special assessments for capital improvements.

Section 6. Rate of Assessment. Each Lot shall commence to bear its applicable assessment at the time such Lot is initially conveyed by Developer and simultaneously therewith annexed in the Association. Lots shall be subject to annual assessment payable when and in such amounts as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence on the date the Lot is annexed into the Association as provided in Article IV. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Member subject thereto. The due dates shall be established by the Board of Directors of the Association. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law for collection of delinquent assessments, together with interest, cost and reasonable attorneys fees against the Member personally obligated to pay the same or foreclose the lien against the property. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment or lien. However, the sale of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or for the lien thereof.

Section 10. 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) The Common Area;
- (c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri; and
- (d) Any unsold Lot and undeveloped acreage owned by the Developer and which has not been annexed into the jurisdiction of the Association.

ARTICLE VII

Developer's Architectural Review Board

Section 1. The Developer's Architectural Review Board. A Developer's Architectural Review Board consisting of three (3) or more persons shall be appointed by Developer. At such time as initial development of The Clubhouse Cottages "parcel" is complete, in the sole opinion of Developer, the "parcel" shall then become under the authority of the Association.

Section 2. Purpose. The Developer's Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the properties and of improvements thereon in such a manner so as to preserve and enhance values, and to maintain a harmonious relationship among structures and a natural vegetation and topography.

Section 3. Improvements and Alterations. No improvements, alternations, repairs, change of paint colors, excavations, changes in grade, or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state shall be made or done without the prior approval of the Developer's Architectural Review Board.

Section 4. Exceptions to the Restrictions. The Developer's Architectural Review Board shall have the power to make variations, alterations, and changes in the restrictions set forth in Article III of this Declaration and similar articles and supplementary declarations, as to any one or more of the Lots.

Section 5. Amendments to the Restrictions. The Developer's Architectural Review Board shall reserve the right at its sole discretion to amend and add to the restrictions set forth in Article III of this Declaration if it believes it to be in the best interest in preserving the value and integrity of The Clubhouse Cottages. This right will transfer to the Parcel Committee when development of The Clubhouse Cottages is complete.

ARTICLE VIII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty percent (50%) of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by the Association, Developer's Architectural Review Board, or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants. Failure by the Association, Developer's Architectural Review Board, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs of enforcement, including attorneys' fees shall be the responsibility of the owner whose property is in violation.

Section 4. No Liability for Approval or Dismissal. Neither the Developer, nor the Developer's Architectural Review Board, nor the Association shall be personally liable to any

person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. ARB/ARC Guidelines and Association Rules and Regulations. All Members are required to comply with all ARB/ARC guidelines and Association Rules and Regulations. Copies of these documents are available to all Members at the Association office.

IN WITNESS WHEREOF, the said Timbercreek Development Co., Inc. has set its hand hereunto this 2nd day of August, 2004.

TIMBERCREEK DEVELOPMENT CO., INC.

By: John L. Hulston
John L. Hulston
President

Attested by:

John K. Fuller Hull

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 2nd day of August, 2004 before me appeared John L. Hulston, to me personally known and, being duly sworn, stated under oath that he is the President of Timbercreek Development Co., Inc., a Missouri Corporation, the Owner and Developer of the tract land first hereinabove described, and that he has read the foregoing Supplementary Declaration of Restrictions and Protective Covenants of Lots 1 Through 46, The Clubhouse Cottages of Lakewood and has executed the same on behalf of the corporation as his own free act and deed, for the purposes set forth therein.

Subscribed and sworn to before me this 2nd day of August, 2004.



