

HOWELL COUNTY RECORDER  
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2006R2625  
RECORDED ON  
04/24/2006 11:53:01AM  
RECORDING FEE: \$93.00  
RESTRICTIVE COVENANTS  
PAGES: 24

**Wiles Abstract Co.**

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*Title of Document:*

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE  
TIMBERS, PHASE I**

*Date of Document:* April 21, 2006

*Grantor(s):* Ramseur Developers, LLC

*Grantee's Mailing Address:* P.O. Box 526, West Plains, MO 65775

*Legal Description:* Exhibit A

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*Declaration Of Covenants, Conditions And Restrictions  
Of The Timbers, Phase I*

WITNESSETH:

WHEREAS, on the 21 day of April, 2006, Developer was the owner of record of the following described real property, consisting of 52 acres, more or less, hereinafter called "The Timbers, Phase I" or the "Property":

See Attached Legal Description

WHEREAS, the Developer owns and/or may purchase additional real property which adjoins the above described real property which will be added to the "Property" at a future date as an additional Phase; and

WHEREAS, the above described real property was approved by the City of West Plains as the "The Timbers, Phase I," and the Property is in the process of being developed; and

WHEREAS, Developer desires to provide for the development of The Timbers, Phase I as a controlled development with open areas, single family homes, and two-family homes and to provide for the maintenance, improvement and administration of the The Timbers, Phase I community and the preservation of the values and amenities of The Timbers, Phase I; and

WHEREAS, the final plat of The Timbers, Phase I has been approved by the City of West Plains and has been recorded with the Howell County Recorder of Deeds; and

WHEREAS, The Timbers Homeowners Association, Inc. is being duly incorporated under the laws of the State of Missouri as a nonprofit corporation for the general purposes of managing the The Timbers, Phase I Community properties and facilities; administering and enforcing the covenants and restrictions; and collection and disbursing the assessments as provided for in this "Declaration of Covenants, Conditions, and Restrictions of The Timbers, Phase I,"

NOW THEREFORE, this Declaration of Covenants, Conditions and Restrictions, for The Timbers, Phase I is made, on the date hereinafter set forth, by Ramseur Developers, LLC, a Missouri limited liability company.

**ARTICLE I**

**DEFINITIONS**

Section 1: As used in this Declaration of Covenants, Conditions and Restrictions:

A. "Association" shall mean and refer to The Timbers Homeowners' Association, Inc., its successors and assigns.

B. "Board" shall mean the Board of Directors of the Association.

C. "Builder" shall mean any builder, contractor, investor or other person or entity who purchases a Lot in The Timbers, Phase I for the purpose of resale thereof to a public purchaser; or for the purpose of construction improvements thereon for resale to a public purchaser.

D. "Common Area" shall mean all real property now or hereafter owned by the Association, which is designated as "green spaces" on the plat of The Timbers, Phase I.

E. "Common Expenses" shall mean all expenses and financial liabilities of the Association. The Common Expenses shall include, but shall not be limited to, the improvement, construction, repair, maintenance, care, landscape, upkeep, management and security of the Common Areas and the improvements and facilities thereon; taxes and insurance; the general and administrative expenses of the Association; together with all other costs and expenses of the Association; together with all other costs and expenses related to the ownership management and maintenance of the Common Areas, together with any allocations for reserves.

F. "Corner Lot" shall mean any lot which abuts, other than at its rear line, upon more than one street.

G. "Developer" shall mean Ramseur Properties, LLC, its successors and assigns and any entity designated by Ramseur Properties, LLC as a Developer or successor.

H. "Declaration" or "Covenants, Conditions and Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions of The Timbers, Phase I and all other provisions set forth in this entire Document, as the same from time to time be amended or modified.

I. "The Timbers, Phase I" shall mean the Property as set forth above.

J. "Limited Common Area" shall mean any portion of the Property designated by the Developer for the exclusive use of some Owners, but not all Owners.

K. "Limited Common Area Expenses" shall mean all expenses and financial liabilities of the Association for the "Limited Common Areas." The Limited Common Area Expenses shall include, but not be limited to, the improvement, construction, repair, maintenance, care, upkeep, security, and snow removal, together with any allocations for reserves, of the Limited Common Areas.

L. "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within The Timbers, Phase I or any additions thereto, with the exception of the Common Area.

M. "Member" shall mean a Member of the Association.

N. "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot. The foregoing does not include any persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

O. "Property" or "Properties" shall mean and refer to the 52 acres set forth on the attached legal description, and referred to as The Timbers, Phase I consisting of Blocks 1, 2, 3, and 4 only, and any additional real estate acquired or owned by Developer and developed in conjunction with The Timbers, Phase I upon filing an amendment with the Howell County Recorder of Deeds which states the legal description of the additional real estate to be included in the Property.

P. "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof: under the authority granted by this Declaration, or the Articles of Incorporation or By-Laws of the Association.

Q. "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family; a residential group home shall not be considered to be a Single Family Residence for this Declaration.

R. "Subdivision Plat" shall mean a recorded plat covering any or all of the Property referred to in this Declaration.

S. "Visible From Neighboring Property" shall mean with respect to any given object, that such object is or would be visible to a person of six feet standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## ARTICLE II

### PROPERTY SUBJECT TO THE TIMBERS, PHASE I RESTRICTIONS

Section 1: *General Declaration Creating The Timbers, Phase I.* Developer will develop The Timbers, Phase I, by subdivision into various Lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within The Timbers, Phase I, is and shall be held, conveyed, encumbered, leased, occupied built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified is in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing the value, desirability, and attractiveness of the Property. All rights, benefits and privileges and all impositions and

obligations of this Declaration shall be covenants which run with the land within The Timbers, Phase I for all purposes and shall be binding upon and inure to the benefit of Developer, Association, and Owners, and their successors and assigns.

Section 2: Acceptance of Declaration. Each Owner, by acceptance of a deed or by acquiring any ownership interest in the Property, for himself, his successors and assigns, accepts the same subject to, and binds himself, his successors and assigns, to the Covenants, Conditions and Restrictions and the rules and regulations now or hereafter imposed by this Declaration which sets forth a general scheme for the improvement and development of the real property covered thereby.

### ARTICLE III

#### THE TIMBERS PROPERTY OWNERS ASSOCIATION, INC.

Section 1: Organization.

A. The Association. The Association is a nonprofit corporation organized and existing under the Missouri Nonprofit Corporation Act of the State of Missouri charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall for any reason be inconsistent with this Declaration.

B. Board of Directors and Officers. The officers of the Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as are set forth in the Articles and By-Laws.

Section 3: Rules. The Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any Common Area, by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed, shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No Member of the Board of Directors, Architectural Committee or any other Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence unless caused by his or her willful misconduct or gross negligence.

Section 5: Responsibility for Common Areas. The Association shall have the responsibility for maintaining the Common Areas (including Limited Common Areas) and

shall be responsible for the payment of any taxes and insurance on the Common Areas. The association will not be dissolved without the consent of the City of West Plains.

Section 6: Liability of Association for Vehicles. Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas or Limited Common Areas. Any person operating or parking any vehicles within the boundaries of the Common Areas or Limited Common Areas shall do so entirely at such person's risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any such vehicle within the boundaries of the Common Areas or Limited Common Areas.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be an assessment by the Association.

Section 2: Voting Rights. There shall be two classes of Members.

A. Class A members shall be all of those owners of lots, with the exception of the Developer, in The Timbers, Phase I Subdivision. Each Class A member shall be entitled to one vote for each lot the member owns. If more than one person holds such an interest in any lot, all such persons shall be members; however, the vote for such lot shall be exercised as such members among themselves agree, and if they do not agree, as determined by the Association; but in no event shall more than one vote be cast with respect to any such lot.

B. The Class B member shall be the Developer, Ramscur Properties, LLC, and its successors and assigns. The Class B member shall be entitled to the total number of votes which, when added to the total number of Class A votes shall equal 60% of the total votes entitled to be cast by the Class A and Class B members together. As an example, if there were 28 Class A votes entitled to be cast, the Class B votes would equal 42.

Section 3: Management Rights. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles of Incorporation and By-Laws.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. Each Lot shall be subject to assessments and each Class A Member by acceptance of a deed therefor,

whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments; (ii) special assessments; (iii) initial assessment; and (iv) Limited Common Element Assessments; such assessments to be established and collected by the Board as hereinafter provided. The annual, special, initial, limited common element and trash service assessments, together with interest, costs and reasonable attorney fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property on the effective date of the assessment. No Owner may exempt himself from liability for an assessment by waiver of the use or enjoyment of the Common Area or a service to be provided by or through the Association. The personal obligation for delinquent assessments shall not pass to his successors in title, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as provided herein.

Section 2: Developer Assessments. The Developer is a Class B Member and is not obligated to pay any assessments, except that the Developer shall pay any deficit in the operation of the Association prior to the sale of eighty percent (80%) of the lots on the plat of The Timbers, Phase I, and shall pay special assessments and limited common area assessments.

Section 3: Annual Assessments. The annual assessments shall be used for the purpose of paying the Common Expenses. The Class A Members shall be obligated to pay the annual assessment imposed by the Board to meet the Common Expenses.

A. The initial annual assessment shall be for 2007 and shall be Two Hundred Fifty Dollars (\$250.00) per Class A Member.

B. After 2007, the annual assessment may be increased each year, without a vote of the Members, not more than fifteen (15%) percent above the assessment established for the previous year. After 2007, in the event that the annual assessment is not sufficient to pay for the Common Expenses, an additional Assessment will be made solely for the purpose of paying the Common Expense.

C. Annual assessments will be prorated from the date of membership for the initial year.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments in Section 3 above, the Association may levy in any calendar year a special assessment. The purpose of the special assessment shall be for providing in whole or part, for the cost of any reconstruction, repair or replacement of capital improvements in the Common Area, including fixtures and personal property related thereto. The maximum special assessment shall be Two Hundred Fifty Dollars (\$250.00) per year, per lot for Class A and Class B Members. Any special assessment shall require an affirmative vote of the majority of the Members.

Section 5: Initial Assessment. The purpose of the initial assessment is to reimburse the Developer for the Developer's subsidy of the Association's operating deficit and to repay a portion of Developer's cost of the Common Area. All Class A Members shall pay an initial

assessment of \$250.00 per lot. Each Member shall pay this assessment to the Association when the residence is first occupied. Upon the resale of the Member's home, no further initial assessment shall be due if the initial assessment has been paid. Upon collection of the initial assessment, the Association shall pay the assessment to the Developer. This \$250.00 assessment is \$250.00 per lot, not per Member. If a Member purchases more than one lot and is the first occupant of each lot, the initial assessment shall be paid upon occupancy of each residence.

Section 6: *Payment of Assessment.* Payment of any assessment shall be made by the owner within thirty days of notice of the amount of the assessment, unless another payment date is specified in the notice, and unless expressly otherwise determined, shall be due in advance of the time when the expenses are payable. Written notice of the assessment shall be sent to every Owner; however, failure to give notice shall not be deemed to relieve the Owner of the obligation to pay the assessment.

Section 7: *Excess Assessments.* Any assessment which exceeds the expense for which it was received shall be retained by the Association to pay future expenses, or as the Association may otherwise determine.

Section 8: *City of West Plains Assessment.* Notwithstanding any limitations or provisions of this Article to the contrary, if Common Area or common improvements fall into a state of disrepair, or become a nuisance within the meaning of any provision of the West Plains City Code, Officials of the City of West Plains may abate the disrepair or nuisance, after notice to the Association or its last registered agent in that same manner and according to the same procedures that apply to abatement of nuisances. The cost of such maintenance or abatement may be assessed by the City in the same manner as assessments levied by the Association, and the same shall be a levy and a personal liability, to the same extent as other assessments under this Article.

Section 9: *Date of Commencement of Annual Assessments.* The annual assessments for each Lot provided for herein shall commence on January 1, 2007 and thereafter shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each lot shall be prorated based on the date it is sold by the Developer.

Section 10: *Effect of Nonpayment of Assessments: Remedies of the Association.* Each Member shall be deemed to covenant and agree to pay the Association the assessments provided for herein and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay all expenses, including costs of collection and reasonable attorney fees incurred, together with such late charges as provided by the Rules, in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eight (8%) percent per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided

by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

A. Enforcement by Suit.

(1) The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eight percent (8%) per annum from the date of delinquency, court costs, costs of collection, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

(2) The Board hereby appoints the Developer as its attorney in fact to collect any initial assessment whether by suit or otherwise on behalf of the Association and in the same manner and with all the rights and powers granted to the Association herein, and to retain the initial assessment, together with interest, costs of collection, and reasonable attorney fees as provided herein.

B. Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within The Timbers, Phase I to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Covenants, Conditions, and Restrictions, together with interest thereon at the rate of eight (8%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association or any authorized representative shall mail a written demand for payment to the defaulting Owner on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information: (i) the name of the delinquent Owner; (ii) the legal description or street address of the Lot against which claim of lien is made; (iii) the total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney fees; (iv) that the claim of lien is made by the Association pursuant to The Timbers, Phase I, and (v) that a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim or lien, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust with a power of sale as set forth by the laws of the State of Missouri as the same may be changed or amended. The lien

provided for herein shall be in favor of the Association and shall be for the benefit of the Members. The Association may acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorney fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the Association to the extent permitted by law. Each Owner, by becoming an Owner in The Timbers, Phase I, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

C. Lien Preparation and Filing Fee. In addition to the other fees and expenses owed by the defaulting Owner as provided herein, the defaulting Owner shall pay a lien preparation fee in the amount of \$100.00, and if the lien is subsequently released, an additional lien release preparation fee of \$50.00, together with all costs incurred by the Association with regard to said lien.

Section 11. Subordination of the Lien to Mortgages. The lien for the assessment provided for herein shall be subordinate to the lien of any prior mortgage. Sale or transfer of any Lot shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such foreclosure.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 1: Improvements. No residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, retaining wall or other wall, dog pen, dog house, lot drainage works, awning, exterior area lighting, or other structure or improvement shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure or improvement shall be undertaken, unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, and the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee. The exterior surface of a structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties. The Architectural Committee shall develop guidelines and policies for the development of a residential community which is harmonious and aesthetically pleasing. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Properties conform and harmonize with the existing surroundings and structures.

Section 3: Procedures.

A. The Architectural Committee shall approve or disapprove all plans and requests within forty-five (45) days after receipt by the Committee of all necessary

information. In the event the Architectural Committee fails to take any action within forty-five (45) days after a request and all necessary information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with as to that request.

B. The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans, specifications, records and minutes of Committee actions shall be kept by the Committee for at least one (1) year.

C. A majority vote of the Architectural Committee or the approval of the Chairman of the Architectural Committee shall be necessary for approval of any request.

D. The Architectural Committee shall have the right to contact any Owner who has not submitted the necessary information required for approval. In the event the Owner does not submit any such information, the Architectural Committee shall inform the Owner that he or she has violated the Covenants, Conditions and Restrictions.

E. The Architectural Committee shall have the powers created in these Covenants, Conditions and Restrictions to enforce any violation, and may either proceed to enforce the Covenants, Conditions and Restrictions directly on behalf of the Association or may report the violation to the Board for the Board to take such action as is deemed appropriate.

Section 4: Members of Committee. The Architectural Committee shall consist of three (3) Members appointed by the Developer. Members of the Committee are not required to be Owners.

Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

## ARTICLE VII

### USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all Owners and the Developer.

Section 2: Single-Family Residential Use. All Lots, except those lots in Block 2, shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Residential Group Homes shall not be permitted, even though they may be considered one family or single family homes for certain other requirements. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Two-Family Residential Use. All Lots in Block 2 shall be used, improved, and devoted exclusively as a two-family dwelling, and no gainful occupation, profession, trade, or other non-residential use shall be conducted on any such Lots. Residential group homes shall not be permitted, even though they may be considered two-family homes for certain other requirements. Nothing herein shall be deemed to prevent leasing of any such unit of a two-family dwelling from time to time, by the Owner thereof, subject to all the provisions of the Declaration.

Section 4: Animals. No animals, fowl or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within The Timbers, Phase I, and then only if they are kept solely as domestic pets and not for commercial purposes; provided, however, there shall be no pit bulls or rottweilers, full breed or any such breed of any percentage. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of the Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet or is a whole or part-breed pit bull or rottweiler, or is a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Property and walking of pets shall be on a leash and allowed only on such portions of the Property as the Board may prescribe by its Rules.

Section 5: Antennas. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be inconspicuous as possible and no such antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. Upon the submission by any property owner of the location and specifications of a small (approximately 21 inch diameter or less) direct satellite dish, the Architectural Committee may approve small direct satellite dishes that conform to the requirements of this section.

Section 6: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within The Timbers, Phase I. Temporary buildings or structures used during the construction of a dwelling on any such property shall be subject to the rules of the Board and shall be removed immediately after the completion of construction.

Section 7: Motor Vehicles and Trailers.

A. No mobile or motor home, recreational vehicle, all-terrain vehicle (ATV), three- or four-wheeler, trailer of any kind, truck larger than three-fourths ton, camper, boat, canoe, or permanent tent or similar structure shall be parked, kept, maintained or repaired upon any property or street (public or private) within The Timbers, Phase I, between the hours of 12:00 midnight and 5:00 a.m., in such a manner as will be Visible From Neighboring Property, however it may be parked in the garage; nor shall any motor

vehicle or recreational vehicle of any kind be constructed, reconstructed or repaired on public or private property within The Timbers, Phase I, provided however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvement.

B. Any motor vehicle which is, in the sole discretion of the Board, unsightly or not in keeping with motor vehicles owned by The Timbers, Phase I residents, or is a service vehicle or pickup truck with a camper top or similar top, shall be parked in the garage overnight, and shall not be parked in The Timbers, Phase I between the hours of 12:00 midnight and 5:00 a.m. in such a manner as will be Visible From Neighboring Property.

Section 8: Motor Vehicles; Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within The Timbers, Phase I, such determination shall be conclusive and final that the operation, upon notice by the Board to the Owner, shall be prohibited within The Timbers, Phase I.

Section 9: Landscaping and Lawns.

A. Completion. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions.

B. By Owner. Each Owner of a Lot within The Timbers, Phase I shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event that any Owner fails to maintain his lawn, landscaping or plantings as provided herein, the Association, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Association for 125% of its costs, upon demand. The Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article V, Section 12, above.

C. By the Association. The Association, and its agents, shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass, and plantings on the Common Area, and on any easements of record over an Owner's Lot. The Association or its authorized agents shall not be liable for trespass, for doing so.

D. Lawn Ornaments. Lawn ornaments such as decorative lawn statues of animals, birds and other wildlife, or any other lawn structures of any nature or kind shall not be erected, placed, or maintained on any Lot within The Timbers, Phase I without the prior approval of the Architectural Committee.

Section 10: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within The Timbers, Phase I, and no odors shall be permitted to arise therefrom so as to render and such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices except security devices used

exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this declaration such determination shall be conclusive.

Section 11: Repair of Buildings. No building, structure, improvement, or fence upon any Lot within The Timbers, Phase I shall be permitted to fall into disrepair, and each such building, structure, improvement, or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Board in its sole discretion shall have the right to determine any such disrepair and whether or not all such buildings, structures, improvements, or fences are kept in good condition, repair, and adequately painted or otherwise finished.

Section 12: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within The Timbers, Phase I except in covered containers of a standard type approved by the Association or the City of West Plains, as the case may be. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within The Timbers, Phase I unless they are erected, placed or maintained exclusively within an area not Visible From Neighboring Property.

Section 14: Encroachments. No tree, shrub, or planting of any kind on any Lot within The Timbers, Phase I shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 15: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within The Timbers, Phase I except as follows:

A. An Owner, guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof may use such machinery or equipment as is usual and customary in connection with the use and maintenance of a Lot, or the improvements thereon.

B. A builder or contractor constructing improvements for an owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on a Lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the Architectural Committee and that no trucks of any kind or nature shall be kept, parked or placed upon any Lot or street (public or private) within The Timbers, Phase I between the hours of 12:00 midnight and 5:00 a.m., unless permission to the contrary is temporarily granted by the Architectural Committee.

C. The Developer or the Association may park, place, operate or maintain such machinery and equipment as may be required for the operation and maintenance of the Common Area.

Section 16: Restriction on Further Subdivision. No Lot within The Timbers, Phase I shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without the prior written approval of the Developer from subdividing any property owned by Developer. Such newly created parcel thereafter shall be considered as one Lot, but may be considered as more than one Lot for assessment purposes as determined by the Association.

Section 17: Signs. No sign of any kind shall be displayed to the public view of any Lot except (i) one sign, not to exceed one square foot in size, which may contain the name or names of the Owner or Owners of the dwelling unit number, and (ii) such other signs of such shapes, size and location as the Architectural Committee may approve.

Section 18: Minimum Dwelling Specifications. The Architectural Committee shall exercise its best judgment to see that the size of all structures conforms to and harmonizes with the design guidelines and the existing surroundings and structures; provided, however, that all dwellings shall meet or exceed the following minimum specifications:

A. The minimum square feet of building Living Space for residential use, on at least one floor, shall contain the following square feet:

The Living Space for a single-family dwelling shall not be less than one thousand two hundred square feet (1,200 sq. ft.) The living space for a two-family residence shall be not less than one thousand square feet (1,000 sq. ft.) per unit of the two-family dwelling. "Living space" is defined as that portion of the dwelling which has heating and air conditioning and excludes porches, garages, poolhouses, or any other outbuildings of every kind or description.

B. Each new dwelling shall have as a minimum an attached two-car garage. No carport of any kind or description shall be allowed.

C. The yard must be sodded or seeded immediately after completion of the construction of the dwelling.

D. *Setbacks.* Setbacks for all buildings constructed in this development, both one-family and two-family, shall be as follows:

Description	Distance
Front yard (residential street or sidewalk, whichever is nearer)	25 feet
Front yard (collector street or sidewalk, whichever is nearer)	30 feet
Rear yard	20 feet
Side yard	8 feet
Side yard abutting a street or sidewalk	15 feet

E. There shall be no portable outbuildings of any kind.

F. Architectural recommendations are available from the Architectural Committee.

Section 19: Building Location.

A. No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of The Timbers, Phase I.

B. The building location (horizontal and vertical) must be approved by the Architectural Committee.

Section 20: Fences.

A. Fences are not encouraged, but the Architectural Committee upon submission of plans and specifications may approve properly constructed and installed fences for construction.

B. Wire constructed fences of any kind are not permitted. For this purpose, wire construction includes chain link and livestock panels.

C. Privacy fences may not exceed seventy-two (72) inches in height.

D. No fences in The Timbers, Phase I shall extend nearer to the front wall of a house than fifty percent (50%) of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots the fence may extend from the house toward the street a maximum of five (5) feet.

E. No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.

Section 21: Sales and Construction Office. Notwithstanding anything herein Developer and its agents may establish temporary sales and/or construction offices and model homes in The Timbers, Phase I, and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the subdivision. Developer and its agents shall have the right to use the Common Area in conjunction with the sales and promotion of lots and houses in The Timbers, Phase I.

Section 22: Easements. Easements are reserved as shown upon the recorded plats of The Timbers, Phase I, as determined by Developer.

Section 23: Soil Removal. Soil shall not be removed from the subdivision without the consent of the Developer.

Section 24: Garage Doors; Carports. All garages shall have doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The

doors of all garages shall be installed with electric or battery powered opening and closing devices. No carports are permitted.

Section 25: Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed on the outside or inside of any windows of a structure without the prior written approval of the Architectural Committee. Any enclosures, drapes, bars, blinds, shades, screens or other items affecting the exterior appearance of a structure which in the judgment of the Architectural Committee detracts from the harmonious appearance and aesthetics of The Timbers, Phase I will be a violation of this Declaration.

Section 26: Basketball Goals and Other Playground Equipment. Portable basketball goals may be used in driveways. Otherwise, no playground equipment may be used temporarily or installed in the front of the dwelling.

Section 27: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting, which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28: Mailboxes. Each Owner shall construct a mailbox, which shall be completed prior to the occupying the residence. The mailbox shall be of the design, materials and specifications approved by the Architectural Committee. The mailbox is considered an integral part of the design guidelines, even though the mailbox may be placed on public right of way.

Section 29: Roofs. All roofs shall have an exterior surface, which shall be approved by the Architectural Committee, in its sole and absolute discretion; provided, however, that no metal roofs shall be allowed.

Section 30: Aboveground Fuel Tanks. There shall be no aboveground fuel tanks of any kind or description.

Section 31. Wood Furnaces. Wood furnaces are not permitted inside or outside of the dwellings.

Section 32: Completion. A structure shall be completed within a reasonable time after commencement of construction. In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt, or completely removed within a reasonable time.

Section 33: Common Area. Although Builders are also Owners, the recreation facilities in the Common Area are not for Builders' use or their family's use, unless they pay the required dues.

Section 34: Developer Exemption. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Developer, its employees, agents and subcontractors or parties designated by them in connection with any construction, completion, sale or leasing of any portion of The Timbers, Phase I.

Section 35: Remedies.

A. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall mail to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the reasonable time from the mailing date of said Notice.

B. If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Association shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or termination said violation, the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article V, Section 12.

C. The Association is expressly authorized to tow away, at an offending Owner's expense, any motor vehicle, recreational vehicle, or trailer referred to in this Article, which is in violation hereof, or which is placed on the Property in violation of the Rules governing parking as may be adopted by the Board of Directors.

D. In addition to the other remedies set forth in this Declaration, the Association shall be empowered to levy fines against the Owner of such Lot in an amount of up to One Hundred Dollars (\$100.00) per day for each such violation. The Association shall give notice to the Owner as provided in Subparagraph A above which shall state the date the fine shall begin if the violation is not terminated. All fines imposed pursuant to this paragraph shall be secured by a lien encumbering such Lot in the same manner as the lien provided for in Article V, Section 12.

E. For purposes of administering this Section, the determination of whether a violation had been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Association after taking into consideration the facts and circumstances surrounding the particular volatile situation, condition or occurrence.

## ARTICLE VII

### CARE OF COMMON AREA AND LIMITED COMMON AREAS

Section 1: Maintenance by Association. The Board may, at any time, as to any Common Area or Limited Common Areas owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required:

A. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area.

B. Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.

C. Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, annuals and perennials, and ground cover to the extent that the Board deems necessary or desirable for the conservation of water and soil and for aesthetic purposes.

D. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

E. Do all such other and further acts, which the Board deems necessary to preserve and protect the property, and the beauty thereof: in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area and Limited Common Areas.

Section 2: Damage or Destruction of Common Area or Limited Common Areas by Owners. In the event any Common Area or Limited Common Areas is willfully or maliciously damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association, at its option, shall so repair said damaged area. The cost for such repairs, multiplied by 125%, shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect as set forth in Article V, Section 12.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this

Declaration as modified and amended. Failure by the Association or by 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.

Section 2: Severability. Invalidation of all or any part of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3: Amendment.

A. These Covenants, Conditions and Restrictions shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

B. This Declaration may be amended in whole or in part at any time within ten (10) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.

C. This Declaration may be amended at the end of the above mentioned ten year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the Board of Directors.

D. No amendment shall be effective until it is recorded in the Recorder of Deeds Office in Howell County, Missouri.

E. No amendment shall be made to dissolve the Association, to relieve the Association of the obligation to maintain the Common Area, or terminate authority of the City to make Assessments without the consent of the City of West Plains.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the Relief sought is for negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within The Timbers, Phase I. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, the Architecture Committee, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within The Timbers, Phase I is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in these Restrictions.

Section 6: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail.

If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

A. If to the Association or the Architectural Committee, to the Association's registered agent at his registered office with the Missouri Secretary of State.

B. If to an Owner or Builder, to the address of any Lot within The Timbers, Phase I, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

C. If to Developer, to its registered agent at its registered office with the Missouri Secretary of State.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8: Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in the Declaration shall be constructed as creating an obligation on the part of the City of West Plains or Howell County or any other governmental authority having jurisdiction over the Property and the Common Areas or Limited Common Elements to maintain, repair or replace any portion of the Property, the Common Areas or the appurtenances thereto.

IN WITNESS WHEREOF, the undersigned, Ramseur Developers, LLC has caused this instrument to be executed on this 24 day of April, 2006.

Ramseur Developers, LLC

By:



Its Duly Authorized Agent



**Exhibit A**

The Timbers, Phase 1, a subdivision of a part of Lot 1 of NW1/4, the SW1/4 of the NE1/4 and the N1/2 of Lot 1 of SW1/4 in Section 30, Township 24 North, Range 8 West, as shown by plat recorded in Plat Record H at Page 185 & 186 of the records of Howell County, Missouri.