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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

recsmb

DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS OF CLOVERHILL ESTATES, PHASE ONE, A SUBDIVISION IN THE CITY OF BATTLEFIELD, GREENE COUNTY, MISSOURI

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS OF CLOVERHILL ESTATES, PHASE I (the "Declaration") is made effective as of the 30 day of July 2004, by Timbercreek LLC, a Missouri limited liability company (the "Declarant").

WHEREAS, the Declarant is the lawful owner of all portions of a certain parcel of real property located in the City of Battlefield, Greene County, Missouri and more specifically described in Exhibit "A" which is attached hereto and made a part hereof, together with such other additional parcels of real estate as may be added thereto in accordance with the provisions set forth below (the "Property");

WHEREAS, the Property has been divided into 51 separate Lots by the Declarant pursuant to a plat prepared by Land Development Strategies, Inc. and formally approved and accepted by the City of Battlefield, Missouri on June 22, 2004 and recorded at Book _____, Page _____ in the Greene County Recorder's Office, Springfield, Greene County, Missouri (the "Plat");

WHEREAS, Declarant desires to provide a planned development of the Property to be known as CLOVERHILL ESTATES, PHASE ONE with detached, single family homes as a coordinated community unit, and to provide for the maintenance, improvement, and administration of the community and the preservation of values and amenities of CLOVERHILL ESTATES, PHASE ONE.

NOW, THEREFORE, the Declarant hereby declares that the CLOVERHILL ESTATES, PHASE ONE shall be subject to the covenants, restrictions, and conditions, easements, and charges hereinafter set forth, which shall run with the land and be binding on all present and future Owners, firms or corporations, who may from time to time own, hold, lease, rent or purchase said lands, or any part thereof, and their respective heirs, assigns, and successors, and shall inure to the benefit of Declarant and each Owner of all or any portion of the Property.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Cloverhill Homeowner's Association, Inc., a Missouri nonprofit corporation created, or to be created with the same name or similar name by the Declarant, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association elected in accordance with the Bylaws.

Section 3. "Bylaws" shall mean the Bylaws of the Association as the same may be amended from time to time.

Section 4. "Certificate of Substantial Completion" shall mean and refer to a certificate executed, acknowledged and recorded by the Declarant stating that all, or at the Declarant's discretion, substantially all of the Lots have been sold by Declarant and the residences to be constructed thereon are substantially complete, provided, however, that Declarant may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its discretion at any time and for any limited purpose hereunder.

Section 5. "Common Area" shall mean all real property, easements or rights therein owned by the Association for the common use and enjoyment of the Owners. The Common Area includes those easements and/or tracts designated as such on the Plat, and includes, but is not limited to, those areas designated as detention areas, "Drainage Easement" and "Signage Easement", and all of Lot 4 which is reserved to be conveyed to and owned by the Association.

Section 6. "Declarant" shall mean Timbercreek, LLC and Declarant's heirs, successors, and assigns provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development and provided further that the rights of Declarant set forth herein are expressly assigned in writing by Declarant to such successor or assign.

Section 7. "Lot" shall mean any plot of land shown on the Plat and indicated thereon by number with the exception of the Common Area.

Section 8. "Maintenance" shall mean with respect to the Common Area the exercise of reasonable care to keep the swimming pool and recreation area (if any), signage (if any), landscaping, lighting and other related improvements and fixtures within the Common Areas in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practiced necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 9. "Member" shall mean every person or entity that holds membership in the Association.

Section 10. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 11. "Mortgagee" shall mean a holder of a Mortgage or a beneficiary under or holder of a deed of trust.

Section 12. "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall include contract sellers, but shall not include those holding an interest or any title merely as security for performance of an obligation.

Section 13. "Subdivision" shall mean the Property and such additions to such property as may be brought within the jurisdiction of the Association or subjected to this Declaration as provided in this Declaration.

Section 14. "Property" or "Properties" shall mean and refer to the property described on the Plat and Exhibit "A" hereto and referred to as Cloverhill Estates, Phase One and, subject to any restrictions contained within the Articles of Incorporation of the Association, any additional real estate acquired by Declarant and developed in conjunction with Cloverhill Estates, Phase One upon recording an amendment to this Declaration in writing in the Greene County Recorder's Office which states or describes the legal description of such additional real estate to be annexed or included in the subdivision.

Section 15. "Rules and Regulations" shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board of Directors on behalf thereof, under the authority by this Declaration, or the Articles of Incorporation or By-Laws of the Association.

ARTICLE TWO **CLOVERHILL HOMEOWNERS' ASSOCIATION, INC.**

Section 1. The Association shall be a nonprofit corporation formed by the Declarant, its successors or assigns and organized under the **General Not-For-Profit 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, Bylaws and this Declaration. Neither the Articles of Incorporation nor the By-Laws shall, for any reason, be amended or otherwise interpreted so as to be inconsistent with this Declaration.

Section 2. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and the By-Laws. However, the Class B Member, as hereinafter defined, shall have the absolute right to veto any actions taken by the Directors or Officers of the Association as long as the Class B Member owns any Lots.

Section 3. The Association shall have such rights, powers and duties as set forth in the Articles of Incorporation, By-Laws and this Declaration.

Section 4. By a 2/3 majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal Rules and Regulations governing the use of any Common Area by any Owner, by the family of any 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 of Incorporation or the By-Laws. A copy of the Rule and Regulations 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, the Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration.

Section 5. No member of the Board of Directors or any Committee of the Association, or any Officers of the Association shall be personally liable to any Owner, or to any third party, or to the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such member or Officer, the Association, or the Architectural Committee, or any other Committee, or any Officer of the Association.

Section 6. The Association shall have the responsibility for maintaining the Common Areas and shall be responsible for the payment of any taxes on the Common Areas. The Association may, if it so elects, purchase insurance in such amounts and coverages as the Board may determine or elect, pertaining to the Common Areas or any improvements thereon.

ARTICLE THREE **MEMBERSHIP IN ASSOCIATION – VOTING RIGHTS**

Section 1. Every Owner of a Lot, shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two classes of voting Members as follows:

Class A All Class A Members shall be Owners and, with the exception of Declarant, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and to vote for such Lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Class B The Class B Member shall be Declarant, who shall be entitled to exercise one vote for each Lot owned by it, plus one vote for each Lot owned by a Class A Member. (By way of example: if there are ten Lots owned by Class A and one Lot owned by Class B, then Class A would have ten votes and Class B would have eleven votes.) The Class B membership shall cease to exist whenever Declarant executes and records a Certificate of

Substantial Completion in the Office of the Recorder of Deeds of Greene County, Missouri, or is obligated to execute and record the same under the terms hereof.

Section 3. The voting rights, privileges and obligations of the Members shall be as further defined, described and limited in the Bylaws.

ARTICLE FOUR **ASSESSMENTS**

Section 1. Lien and personal obligation of assessments. Declarant covenants for each Lot within the Subdivision, and each Owner of a Lot is deemed to covenant by acceptance of such Owner's deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association: (1) annual assessments and (2) special assessments for capital improvements of Common Areas. Such assessments will be established and collected as provided below. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment came due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed but shall be stated above as a lien on the Lot.

Section 2. Purpose of annual assessments. The annual assessments, levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the Subdivision, and for the improvement and maintenance of the Common Areas. Annual assessments shall include but not be limited to, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following expenses along with any other expenses incurred to promote the health, safety and recreation of the residents in the Subdivision:

- (a) Maintenance and repair of the Common Areas.
- (b) Weekly garbage pickup and removal.
- (c) Water detention to be maintained by the Association.
- (d) Liability insurance to insure the Association against any and all liability to the public, to any Owner or Owners, or to the invitee or tenants of any Owner or Owners arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Board, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- (e) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board.
- (f) A standard fidelity bond covering all members of the Board and all other employees of the Association in an amount to be determined by the Board.
- (g) Any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Association is

required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of for the operation of the Common Areas, for the benefit of Owners, or for the enforcement of these restrictions.

- (h) In addition to maintenance of the Common Areas, the Association may provide exterior maintenance to any Lot or Lots in the event the need for maintenance or repair is attributable to the willful or negligent act of the Owner or Owners of a particular Lot or Lots, or their family, guests or invitee. The cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot or Lots are subject.

Section 3. Maximum annual assessment

- (a) Until January 1st of the year immediately following the conveyance of the first Lot by Declarant to an Owner or Owners, the maximum annual assessment shall be ONE HUNDRED DOLLARS AND NO CENTS (\$100).
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot by Declarant to an Owner or Owners, the maximum annual assessment may be increased by the Board each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members.
- (c) From and after January 1st of the year immediately following the conveyance of the first Lot by Declarant to an Owner or Owners, the maximum annual assessment may be increased above ten percent (10%) by a majority vote of the Members.
- (d) The Board may fix the annual assessment at an amount not in excess of the maximum assessment.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related to the Common Areas. Any such assessment must be approved by a majority vote of the Members.

Section 5. Notice and quorum for action under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 above shall be sent to all Members not less than twenty (20) days and not more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of votes cast at such meeting, but less than the requisite majority of the Members, then Members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of the meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for each and every Lot irrespective of the value of the structure that is built on said Lot.

Section 7. Commencement and collection of annual assessments. The annual assessments provided for in this Declaration shall commence as to each Lots on the first day of the month following the conveyance of such Lot by Declarant to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the applicable calendar year. The Board shall fix the amount of the annual assessment against each Lot at least ninety (90) days in advance of the due date for such assessment and shall fix the dates such amounts become due. Assessments may be made payable monthly, quarterly, or annually as decided by the Board. Notice of the annual assessment shall be sent via United States Postal Service to the Owner of each and every Lot. The Association, on demand and for a reasonable charge, shall furnish a certificate signed by an Officer of the Association setting forth whether the assessment against a specific Lot has been paid, and, on or before February 15th of each year, shall cause to be recorded in the office of the County Clerk of Christian County a list of delinquent assessments as of that date.

Section 8. Effect of nonpayment of assessments: remedies of the Association. All assessments not paid within thirty (30) days after the due date shall be deemed to be in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay such assessments, or it may foreclose the lien against the Lot arising from such assessment. No Owner or Owners may waive or otherwise escape liability for the assessments provided in this Declaration by nonuse of the Common Area or abandonment of any interest in a Lot. Each Member shall be deemed to covenant and agree to pay to 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 against who any such action is brought agrees to pay reasonable attorneys' fees and costs thereby incurred 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 eighteen percent (18%) 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 without any limitations by the foregoing or by either or both of the following procedures:

- (a) The Board may cause a suit at law to be commenced and maintained in the name of the Association to enforce 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 eighteen percent (18%) per annum from the date of delinquency, court costs and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

- (b) 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 Subdivision to secure payment of any assessment, including interest from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' 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, may, but shall not be required to make 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 lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such written demand being made, the Association may elect to file such 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:
- a. The name of the delinquent Owner;
 - b. The legal description or street address of the Lot which claim of lien is made;
 - c. The total amount claimed to be due and owing for the amount of delinquency, including interest, collection costs and reasonable attorneys' fees;
 - d. That the claim of lien is made by the Association pursuant to this Declaration; and
 - e. That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original of such claim of lien, the lien claimed therein shall attach immediately and become effective in favor of the Association as a lien upon the Lot referenced therein. Such lien shall have priority over all liens or claims created prior to or subsequent to the recordation of the claim of lien, excepting liens for real property taxes on any Lot or assessments on any Lot in favor of any municipal or governmental taxing authority. Any such lien for assessments by the association may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust with power of sale, as set forth by the laws of the State of Missouri as the same may be changed from time to time. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Declarant and all Owners as Members of the association. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any such Lot that is foreclosed upon as provided for herein. In the event of such foreclosure, reasonable attorney fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Declarant and each Owner hereby expressly waives any objection to the enforcement and foreclosure of any such lien in this manner.

ARTICLE FIVE
EASEMENTS

Section 1 Right to Transfer. The Association retains the right to assign or transfer all or any part of the Common Area to any municipality, public agency, authority or utility for such purposes and conditions as may be agreed upon by the Members. No such assignment, dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of Members ratifies such mortgage, dedication or transfer.

Section 2 Delegation of Use. Subject to such limitations as may be imposed by the By-Laws and the Rules and Regulations, each Owner may delegate such Owner's right of enjoyment in and to the Common Areas to family members, guests, tenants and invitees.

Section 3 Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent Lots, and between each Lot, and any adjacent portion of the Common Areas, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

Section 4 Other Easements.

- (a) Easements for the installation, construction of, maintenance and / or improvement of utility, water, roads and drainage facilities are reserved to the Declarant and the Association over, across, along, through and under each Lot in the subdivision, a distance of ten feet (10') from the front and rear boundaries and five (5) feet from the side boundaries of each and every Lot, extended the full length and width of the Lot (or as designated on the Plat, with the designations of easements on the Plat to control in the event of any conflict between the designations contained herein and the Plat) for the purpose of erecting, maintaining and operating electric power lines, telephone lines, cable television lines, water lines, gas lines, storm water lines and sewage lines. Developer and/or the Association shall further be permitted entry upon any Lot for the purpose of cutting or trimming any tree growth or any other vegetation which may interfere with or endanger the construction or operation of any utility service to

each and every Lot or located on any portion of any Lot, as well as maintenance of any of the foregoing which the Association may elect to make. Within these easements, no structure, planting or fence shall be erected by the Owner of the Lot, which may interfere with, damage or change the direction of drainage flow in the Subdivision.

- (b) No dwelling, unit or open structure of any kind shall be built, erected, or maintained by an Owner on any such easement, reservation, or right of way, and such easements, reservations and right of ways shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall be open and accessible to Declarant, and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and right of ways are reserved. Notwithstanding the foregoing, an Owner may construct a privacy fence along the side boundary of the rear yard of a Lot which is approved in all respects by the Architectural Control Committee prior to the construction thereof.

Section 5 **Right to Entry.** The Association, through its authorized employees and contractors, shall have the right, after reasonable notice to the Owner or Owners, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized in this Declaration.

Section 6 **No Partition.** There shall be no judicial partition of the Common Areas, nor shall Declarant, or any other person acquiring any interest in the Subdivision or any part of the Subdivision, seek judicial partition thereof. However, nothing contained in this Declaration shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

ARTICLE SIX **USE RESTRICTIONS**

The Subdivision shall be occupied and used only as follows:

Section 1. No Lot shall be used except for residential purposes. Not more than one (1) dwelling house of a minimum of 1,300 square feet shall be constructed on any one Lot and each and every house shall be designed for and used as a residence for only one (1) family, provided that the necessary garages and other appurtenances may be constructed to be used in connection with such dwelling house, and provided further, that no garage shall be constructed unless it is attached and of sufficient size to accommodate two (2) standard size automobiles. All dwellings shall be a minimum 1300 square feet of living space under a single continuous roof (meaning 1300 contiguous square feet served by a common heating and air conditioning system) and the plans, exterior materials and exterior appearance for

which have been approved by the Architectural Control Committee prior to the commencement of construction. All dwelling houses must connect to the public water and sewage distribution lines serving the Subdivision. No private wells or on-site sewer systems are permitted.

Section 2 All roof pitches must be 8/12 or greater with a minimum of twenty-five (25) year architectural roofing shingles.

Section 3 All driveways are to be a minimum of 4" thick reinforced poured concrete. All houses shall have a minimum of ninety percent (90%) surface area of brick and / or stone facades on the front of the dwelling. Garage doors shall remain closed at all times when not in use and all trash containers shall be promptly removed from the street and yard immediately after trash removal.

Section 4 No building, fence or wall shall be erected, placed or altered on any Lot until the construction plans, elevation drawings, specifications and a plot plan showing the location of the structures on the Lot have been approved by either the Architectural Control Committee.

Section 5 All dwelling houses shall be constructed under the residential building codes as established by the City of Battlefield.

Section 6 No dwelling or other structure or improvement, including porches or paved terraces, or any other building, shall be erected closer than thirty feet (30') from the front property line, ten feet (10') from the side yard boundaries and twenty-five feet (25') from the rear property line, and with respect to corner Lots, twenty feet (20') from the side yard boundary which fronts on a street as shown on the Plat.

Section 7 No existing or pre-manufactured dwelling, house, mobile home or structure shall be moved into the Subdivision, located on a Lot or reconstructed upon a Lot.

Section 8 No structure of a temporary or permanent character, trailer, basement, tent, shack, garage, barn or other temporary or permanent building shall be constructed, brought onto, located upon or used for any purpose on any Lot at any time. However, one (1) outbuilding per Lot shall be permitted; provided that the structure shall not be larger than three hundred thirty (330) square feet and shall substantially conform, in composition and exterior parts to the dwelling wherein the outbuilding is placed, and provided that the location and exterior appearance of the same is first approved by the Architectural Control Committee. Said outbuilding is to be well maintained at all times and shall not be placed within twenty-five feet (25') of the rear property line.

Section 9 No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereby which may become a nuisance to the neighborhood, with the exception of the business of Declarant and the transferee of Declarant in developing all the Lots as provided in Section 26 of this Article.

Section 10 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

Section 11 No animals shall be at anytime kept or maintained on any Lot for any purpose, other than ordinary, usual and common household pets; and then, no more than four (4) in number at any time. No uncommon, exotic or dangerous animals shall be maintained or kept on any Lot or within any residence upon any Lot and no poultry, cattle, horses, mules, swine, sheep, goats or other domesticated farm animal shall be allowed to be maintained or kept upon any Lot. No animals shall be bred or maintained for any commercial purposes.

Section 12 No signage of any kind shall be displayed to public view on any Lot or the Common Area without the prior written consent of the Declarant and / or the Architectural Control Committee, except for customary name and address signs, lawn signs of not more than five square feet in size advertising a property for sale or rent and political signs of not more than five square feet in size advocating the election of a particular candidate or candidates. Declarant and / or Association may require the removal of any sign, of any size, deemed at any time in the Declarant's and / or the Board's sole discretion to be objectionable or offensive due to aesthetic or other reasons.

Section 13 No clotheslines are permitted to be erected upon the front or side yard of any Lot or on the Common Areas without the approval of the Architectural Control Committee. No permanent basketball goals are permitted to be erected upon the front or side yard of any Lot.

Section 14 No elevated tanks of any kind shall be erected or permitted on any Lot.

Section 15 No disabled motor vehicle shall be parked or kept on any Lot, the Common Areas or the public street for more than forty-eight (48) hours. No commercial vehicles, boats or recreational vehicles shall be parked or kept on any Lot, the Common Areas or the public street for more than twenty-four (24) hours.

Section 16 No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required, nor shall any residence when completed, be in any manner occupied until it is made to comply with the approved architectural plans, the

requirements herein and all other covenants, conditions and restrictions set forth in this Declaration.

Section 17 No soil may be removed from any Lot or the Common Areas or added to any Lot or the Common Areas in such manner or volume as will affect or change the drainage of surface water on such Lot or within the Subdivision without the prior written consent of the Architectural Control Committee.

Section 18 No fence shall be permitted in the front yard of any Lot. Fences on the side yard must be less than six feet in height and no hedge or vegetation in excess of six foot in height (other than trees) shall be allowed along the perimeter of any Lot. Any privacy fence erected on any Lot shall have the posts and other supporting structure facing towards the inside of the Lot. All fencing materials shall be approved in advance by the Architectural Control Committee.

Section 19 Upon the conveyance by Declarant of any Lots in the Subdivision, the purchaser(s) shall within six (6) months from the date of transfer commence construction of improvements and completion of said improvements shall be within one (1) year after commencement; and in the event of any purchaser's failure to comply with said requirements, the Declarant shall have the option, but not the obligation, to repurchase said Lot for a sum equal to the original purchase price at time of sale by Declarant.

Section 20 Mailbox design, composition and structure shall be brick or stone in substantial conformance with the front of the house.

Section 21 Shelter, commonly referred to as "dog houses" are permitted, but shall substantially conform, in composition and exterior parts to the dwelling house and said structures are to be maintained at all times. The placement of such shelters shall conform with Section 6 of this Article.

Section 22 No businesses of any kind shall be conducted outside of any residence without the permission of the Board with the exception of the business of Declarant in developing all the Lots as provided in Section 26 of this Article.

Section 23 Nothing shall be kept or maintained on any Lot or Common Areas that would increase the rate of insurance to the Association without the prior written consent of the Board, and no Owner(s) of any Lot shall permit anything to be done or kept on a Lot or Common Areas that would result in the cancellation of insurance on any residence or Common Areas, or that would be in violation of any law.

Section 24 No improvement or structure shall be altered, constructed on, or removed from the Common Areas without the written consent of the Board.

Section 25 Each Owner shall be required to irrigate and sod the front yard of their Lot during the initial construction phase of the home. Each Owner shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of the Lot and the street that said Lot 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 shall have the option, but not the obligation, to maintain the Lot and invoice the Owner of said Lot for the actual cost of said maintenance. The Board may enforce collection of said maintenance as if such costs were an assessment.

Section 26 Declarant shall undertake the work of developing all Lots and Common Areas within the Subdivision. The completion of that work, and the sale, rental or other disposal of Lots and the residential units constructed on said Lots is essential to the establishment and welfare of the Subdivision. As such, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant's transferee, employees, contractors or subcontractors from doing any work on any part of the Subdivision as may be reasonably necessary or advisable in connection with the development of the Subdivision;
- (b) Prevent Declarant, Declarant's transferee, employees, contractors or subcontractors from constructing or maintaining any part or parts of the Subdivision as may be reasonably necessary for the establishment of the Subdivision as a residential community and the disposition of Lots by sale, lease or otherwise; including model homes or sales offices;
- (c) Prevent Declarant, Declarant's transferee, employees, contractors or subcontractors from conducting on any part or parts of the Subdivision property owned or controlled by Declarant or Declarant's transferee such sign or signs on any Lots owned or controlled by them as may be necessary in connection with the sale, lease or otherwise of said Lots. As used in this Section, the words "Declarant", "Declarant's transferee", "employees", "contractors" and "subcontractors" specifically exclude purchasers of Lots that were improved with completed residences.

Section 27

- (a) In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereto, shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to such Owner, a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be

voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice of Violation.

- (b) If after a reasonable time has elapsed from the date of said Notice of Violation, the violation has not been 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 Lot of said Owner for the purpose of removing and / or terminating the cause of the said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with removing and/ or terminating said violation, the Association may enforce collection of same in the same manner as if such costs were an assessment, including the collection of attorneys' fees. Further, the Association shall be entitled to pursue any and all remedies at law or in equity for the abatement of such violation or the collection of any costs, expenses, losses or damages arising therefrom, including but not limited to an action for injunctive relief.
- (c) For the purpose of administering this Section, the determination of whether a violation has 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 Board after taking into consideration the facts and circumstances surrounding the violation, condition or occurrence.

ARTICLE SEVEN **OWNER'S OBLIGATION TO REPAIR**

Each Owner, at such Owner's sole cost and expense, shall maintain such Owner's residence and Lot in a good state of repair, keeping the same in a condition comparable to the condition of such residence at the time of its initial completion of construction, excepting only normal wear and tear.

ARTICLE EIGHT **OWNER'S OBLIGATION TO REBUILD**

If all or a portion of any residence is damaged, destroyed by fire other casualty, it shall be the obligation of the Owner, with all due diligence, to rebuild, repair or reconstruct such residence in a manner that will substantially restore the dwelling to its appearance and condition immediately prior to the casualty. Reconstruction must begin within three (3) months after the damage occurs and shall be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the Owner.

ARTICLE NINE
ARCHITECTURAL CONTROL

Section 1 No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, Lot drainage improvement, awning, exterior lighting or any other exterior improvement shall be undertaken unless complete plans and specifications thereof showing the exterior design, height, building material and color scheme thereof, location of driveways and fencing shall have been submitted to and approved in writing by the Architectural Control Committee. The exterior surface of any structure shall not be painted or changed in any manner without the prior written approval of the Architectural Control Committee. A copy of such plans and specifications as finally approved by the Architectural Control Committee shall be retained by the Architectural Control Committee.

Section 2 The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the property conform and harmonize with the existing structures and surroundings.

Section 3

- (a) The Architectural Control Committee shall approve or disapprove all plans and requests within ten (10) days after receipt by the Architectural Control Committee of all necessary information. In the event that the Architectural Control Committee fails to take any action within ten (10) days after a request and all necessary information has been delivered, approval shall be presumed and this Article shall be deemed to have been fully complied with.
- (b) A majority vote of the Architectural Control Committee shall be necessary for approval of any requests.

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

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

ARTICLE TEN
ANNEXATION OF ADDITIONAL PROPERTY

Declarant shall have the right to annex or add additional property to the Subdivision at any time by an amendment to this Declaration in writing, recorded in the Greene County Recorder's Office, subjecting said property to the provisions of this Declaration, after which such additional property shall be deemed subject to the provisions set forth herein as fully as if such property were described on Exhibit "A" attached hereto, each Lot Owner within such property shall be deemed a Class A Member of the Association, bound by the terms and provisions set forth herein.

ARTICLE ELEVEN **GENERAL PROVISIONS**

Section 1 Enforcement. Declarant, the Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date. Declarant or the Association shall have the right to recover reasonable attorneys' fees incurred in any enforcement action.

Section 2 Severability. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 Amendments. Until a Certificate of Substantial Completion is recorded by Declarant, this Declaration may be amended in whole or in part only by Declarant duly recording an instrument executed and acknowledged by Declarant. After a Certificate of Substantial Completion is recorded by Declarant, this Declaration may be amended in whole or in part by duly recording an instrument executed and acknowledged by not less than a 2/3 majority of Lot Owners. Notwithstanding the foregoing, this Declaration may not be amended without approval of the Class B membership as long as there is a Class B Member.

Section 4 Subordination. A breach of any conditions contained in this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith and the provisions of this Declaration shall be binding on any Owner whose title is acquired via foreclosure, trustee's sale or otherwise.

Section 5. Duration. The covenants and restrictions contained within this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Member thereof for a period of twenty-five (25) years from the date of this Declaration, and thereafter shall continue

automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by a minimum of seventy-five (75%) of the then current Lot Owners.

Section 6 Governing Law This Declaration shall be governed by, constructed and enforced in accordance with the laws of the State of Missouri.

Section 7 Delivery of Notice and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail to the following addresses:

(a) If to the Association or the Architectural Control Committee:

Timbercreek, LLC
Attn: Vaughn C. Zimmerman
1730 East Republic Road, Suite F
Springfield, MO 65804

(b) If to a Class A Owner, to the physical street address of any Lot owned by such Owner and located within Cloverhill Estates or to other addresses provided to the Association by such Owner(s)

(c) If to Declarant:

Timbercreek, LLC
Attn: Vaughn C. Zimmerman
1730 East Republic Road, Suite F
Springfield, MO 65804

Provided, however, that Declarant, Association and Architectural Control Committee shall have the ability to change addresses upon providing written notice of such change to all Lot Owners. Each Lot Owner shall file the correct mailing address with the Association and shall promptly notify Association with any changes of addresses.

IN WITNESS WHEREOF, the parties have executed this instrument the 30 day of July, 2004.

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF LOTS ONE (1) THROUGH FIFTY-ONE (51), INCLUSIVE, OF CLOVERHILL ESTATES PHASE ONE, A SUBDIVISION IN THE CITY OF BATTLEFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, MISSOURI.



025835-06 17 MAY 2006 02:37:53pm



Book: 2006
Page: 025835-06
6 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Richard L. Montgomery
RECORDER OF DEEDS

recipr

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, AND CONDITIONS OF CLOVERHILL ESTATES,
A SUBDIVISION IN THE CITY OF BATTLEFIELD,
GREENE COUNTY, MISSOURI**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, AND COVENANTS OF CLOVERHILL ESTATES (this
"Amendment") is made and effective as of the 11th day of May, 2006.

WITNESSETH:

WHEREAS, Timbercreek, LLC, a Missouri limited liability company
("Declarant") caused to be recorded in Book 2004 at Page 042331-04 in the office of the
Recorder of Deeds for Greene County, Missouri, the Declaration of Covenants,
Restrictions, and Conditions Of Cloverhill Estates, Phase One (the "Declaration"); and

WHEREAS, Article Ten of the Declaration provides that the Declarant shall have
the right to annex or add additional property to the Subdivision at any time by an
amendment to the Declaration in writing, recorded in the Greene County Recorder's
Office, subjecting the additional property to the provisions of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to subject the property
more fully described on Exhibit "A" (hereinafter referred to as the "Phase Two Lots") to
the terms of the Declaration, as the same are amended and modified by the terms set forth
below; and

WHEREAS, a majority of the Members of the Cloverhill Homeowner's
Association, Inc., a Missouri nonprofit corporation (the "Association"), including the
Declarant, desire to further amend the Declaration in the respects set forth below; and

WHEREAS, at a meeting of the Members of the Association duly called, a
majority of the Members of the Association, either in person or by signed consent
delivered at or prior to such meeting, including the Declarant, have duly approved the
amendment of the Declaration in the respect set forth more fully below.

NOW, THEREFORE, pursuant to the foregoing recitals and the provisions of the Declaration pertaining to the amendment thereof, the Declaration is hereby amended in the following respects:

1. Deletion of Irrigation and Sod Requirements. Section 25 of Article Six of the Declaration is hereby amended to delete therefrom any requirement for each Owner to irrigate and sod the front yard of their respective Lot and to allow for the seeding of their respective Lot. Section 25 of Article Six is therefore restated as amended as follows:

"Section 25 Each Owner shall be required to seed their Lot during the initial construction phase of the home constructed thereon prior to any occupancy of such home. Each Owner shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of the Lot and the street that said Lot 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 shall have the option, but not the obligation, to maintain the Lot and invoice the Owner of said Lot for the actual cost of said maintenance. The Board may enforce collection of said maintenance as if such costs were an assessment."

3. Definition of "Common Area". Section 5 of Article I is hereby deleted in its entirety and the following Section 5 is substituted therefor:

"Section 5. "Common Area" shall mean all real property, easements or rights therein owned by the Association for the common use and enjoyment of the Owners. The Common Area includes those easements and/or tracts designated as Common Area on the Plat which are not otherwise dedicated to the Public, and includes, but is not limited to, those areas designated as detention areas, "Drainage Easement" and "Signage Easement", all of Lot Four (4) in Phase I, and all improvements constructed thereon, which is hereby reserved to be conveyed to and owned by the Association. Any improvements which may be constructed within Lot Four (4), including, but not limited to, a clubhouse and swimming pool, shall be for the use and enjoyment of all Owners within Phases I and II and any additional property subjected to this Declaration by Declarant, subject to the Rules and Regulations adopted by the Association from time to time and the terms and provisions of this Declaration, as the same may be amended from time to time.

4. Definition of "Plat". Article I is hereby amended to add thereto the following Section 16:

"Section 16. "Plat" shall mean, notwithstanding any terms or provisions of this Declaration to the contrary, the Final Plat of Cloverhill Estates Phase One describing 51 separate Lots approved and accepted by the City of Battlefield,

Missouri on June 22, 2004 and recorded in Book 2004 at Page 042311-04 in the office of the Recorder of Deeds for Greene County, Missouri, and the Final Plat of Cloverhill Estates Phase Two describing 85 separate Lots approved and accepted by the City of Battlefield, Missouri on February 7, 2006 and recorded in Book 2006 at Page 00910-06 in the office of the Recorder of Deeds for Greene County, Missouri. Any reference in this Declaration to "the Plat" shall include all Plats identified in this Section 16. Any reference to a particular Plat only shall be by the Phase number applicable to that particular Plat."

5. Definition of "Phase Two Lots". Article I is hereby amended to add thereto the following Section 17:

"**Section 17.** "Phase Two Lots" shall mean Lots 1 through 85, inclusive, shown and described on the Final Plat of Cloverhill Estates Phase Two recorded in Book 2006 at Page 00910-06 in the office of the Recorder of Deeds for Greene County, Missouri."

6. Other Easements. Section 4 of Article Five of the Declaration is hereby deleted and the following Section 4 is substituted therefor:

"**Section 4. Other Easements.** Easements for the installation, construction or, maintenance and/or improvement of utility, water, roads, drainage, detention and drainage facilities have been created and reserved by the Declarant and dedicated as shown and described on the Plat. Developer and/or the Association shall have the right of entry upon any Lot for the purpose of cutting, removing or trimming any vegetation or tree growth which may interfere with or endanger the construction or operation of any utility service within any easement shown or identified on the Plat. No structure, planting, fence or other obstruction shall be erected or maintained by an Owner within any easement, including, but not limited to, any area designated as a "Drainage Easement" on the Plat, and all such easements, reservations and rights of way shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall be open and accessible to Declarant and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of ways are reserved. Notwithstanding the foregoing, an Owner may construct a privacy fence along the side boundary of the rear yard of a Lot and across the rear of a Lot provided that such privacy fence is first approved in all respects by the Architectural Control Committee prior to the construction thereof and provided further that under no circumstance shall any privacy fence encroach upon any area designated on the Plat as a Drainage Easement. All areas designated as Drainage Easements shall be maintained, including the mowing thereof, by the Association as part of the Common Areas."

7. Provisions Applicable to Phase Two Lots. In addition to the Use Restrictions set forth in Article Six of the Declaration, the following provisions shall apply only to the Phase Two Lots. In the event of any discrepancy between the provisions set forth below and those set forth in Article Six, the provisions set forth below shall govern with respect to all Phase Two Lots:


- a. No Lot shall be used except for residential purposes. Not more than one (1) dwelling house shall be constructed on any one Lot and each and every dwelling house shall be designed for and used as a residence for only one (1) family, provided further that each dwelling house shall be constructed with an attached garage of sufficient size to accommodate two (2) standard size automobiles. All dwelling houses having a single story or level above ground shall have a minimum of 1,800 square feet of living space under a single continuous roof (with at least 1,800 contiguous square feet served by a common heating and air conditioning system), excluding any garage area. All dwelling houses having more than a single story or level above ground shall have a minimum of 1,350 square feet of living space on the ground level and an aggregate minimum of 1,800 contiguous square feet of living space under a single continuous roof (with at least 1,800 served by a common heating and air conditioning system), excluding any garage area. All plans, exterior materials and exterior appearance for every dwelling house shall be approved by the Architectural Control Committee prior to the commencement of construction. All dwelling houses must connect to the public water and sewage distribution lines serving the Property. No private wells or on-site sewer systems are permitted.
- b. The exterior wall surface of each house shall be constructed of brick, stone, cedar siding, cedar bat and board or stucco finishes, or any combination thereof, and no exterior wall surface shall be constructed of vinyl siding.

8. Entire Amendment. The foregoing provisions constitute the complete and entire amendment and modification of the Declaration and except as otherwise modified, changed or amended by the foregoing provisions, all other terms and provisions of the Declaration are hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by and through its undersigned duly authorized representative as of the date first above stated.

DECLARANT:

TIMBERCREEK, LLC, a Missouri limited liability company

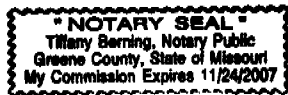
By: 
Vaughn C. Zimmerman, authorized Member

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 11th day May, 2006, before me, the undersigned notary public, personally appeared Vaughn C. Zimmerman who, being by me duly sworn, did say that he is an authorized Member of Timbercreek, LLC (the "Company"), that said instrument was signed on behalf of the Company by unanimous authority of its Members and the authority of the Members of the Association for the purposes stated therein, and acknowledged said instrument to be the free act and deed of said Company and the Association.


Notary Public

My Commission Expires: 11/24/2007



Zimmerman Properties
1730 E. Republic Rd.
Suite F
Springfield, MO 65804

EXHIBIT "A"

PHASE TWO LEGAL DESCRIPTION

ALL OF LOTS ONE (1) THROUGH EIGHTY-FIVE (85), INCLUSIVE, OF CLOVERHILL ESTATES PHASE TWO, A SUBDIVISION IN THE CITY OF BATTLEFIELD, GREENE COUNTY, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, MISSOURI, AND INCLUDING ALL DRAINAGE/DETENTION EASEMENTS AND COMMON AREAS AS DESIGNATED ON SAID PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 28 NORTH, RANGE 22 WEST, AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE S02°27'07"W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 1388.79 FEET TO THE SOUTHWEST CORNER OF CLOVERHILL ESTATES PHASE ONE, A RECORDED SUBDIVISION IN THE CITY OF BATTLEFIELD, GREENE COUNTY, MISSOURI; THENCE S87°32'53"E, 25.00 FEET; THENCE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°09'10", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.34 FEET, AND A CHORD BEARING OF N47°01'41"E, THENCE S88°23'44"E, 286.67 FEET; THENCE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°50'50", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.78 FEET, AND A CHORD BEARING OF S42°58'19"E; THENCE S88°54'13"E, 50.01 FEET; THENCE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°09'10", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.34 FEET, AND A CHORD BEARING OF N47°01'41"E; THENCE S88°23'44"E, 153.78 FEET FOR A POINT OF BEGINNING. THENCE CONTINUING S88°23'44"E, 88.45 FEET; THENCE N01°37'24"E, 50.04 FEET; THENCE S88°22'36"E, 674.66 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE S01°50'13"W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1326.72 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SAID SECTION 20; THENCE S02°19'52"W, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE N88°27'40"W, 812.28 FEET; THENCE N02°27'07"E, 400.18 FEET; THENCE S88°28'45"E, 34.26 FEET; THENCE N02°27'05"E, 1541.13 FEET TO THE POINT OF BEGINNING. CONTAINING 35.50 ACRES. EXCEPT THAT PART TAKEN, DEEDED, DEDICATED OR USED FOR ROAD OR HIGHWAY PURPOSES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.