

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRIARWOOD OAKS ESTATES

THIS DECLARATION is made this 1st day of August, 2005, by TIMBER OAKS DEVELOPMENT COMPANY, a Missouri corporation, and the undersigned property owners (hereinafter together referred to as "Declarant").

WITNESSETH: Declarant is the owner of certain property in the City of Blue Springs, Missouri, which is more particularly described as

Lots 1-96, BRIARWOOD OAKS ESTATES, a subdivision in Blue Springs, Jackson County, Missouri,

also legally described as follows:

Commencing at the Southeast corner of the South half of the Southwest Quarter of Section 35, Township 49, Range 31, in Jackson County, Missouri, said point being on the centerline of U.S. Highway No. 40 (Westbound lane); thence along the centerline of said Highway due West, 975.02 feet (Deed - 975 feet); thence North 0 degrees 07 minutes 59 seconds East, 30 feet to the true point of beginning of this tract, said point being on the North right-of-way line of said highway; thence along the North right-of-way line of said highway (30 feet from the centerline thereof) due West, 191.79 feet; thence leaving said highway right-of-way line parallel to the West line of the Southeast Quarter of said Quarter section, North 0 degrees 00 minutes 48 seconds East, 265 feet; thence parallel to the North right-of-way line of said highway due west, 195 feet; thence parallel to the East line of the Southwest Quarter of said Quarter Section South 0 degrees 00 minutes 48 seconds West, 265 feet to a point on the North right-of-way line of said highway (30 feet from the centerline thereof); thence along the North right-of-way line of said highway (Westbound lane) (30 feet from the centerline thereof) due West, 292.12 feet to a deflection point; thence continuing along the North right-of-way line of said highway (30 feet from the centerline thereof) South 89 degrees 30 minutes 30 seconds West, 409.07 feet; thence leaving said highway right-of-way line parallel to and 590.59 feet East of the West line of said Half of Quarter Section North 0 degrees 04 minutes 30 seconds West, 1297.38 feet to a point on the North line of said Half of Quarter Section, said point being 590.59 feet East of the Northwest corner of

said Half of Quarter Section; thence along the North line of said Half of Quarter Section South 89 degrees 57 minutes 20 seconds East, 1092.66 feet to the Northwest corner of Lot 44, PINEBROOK, a subdivision of land in Blue Springs, Jackson County, Missouri; thence along the West line of said subdivision and its prolongation South 0 degrees 07 minutes 59 seconds West (Plat = South 1 degree 56 minutes 59 seconds West) 1293.02 feet to the true point of beginning. Containing 31.21 acres.

Declarant will convey said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereafter set forth.

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated under the laws of the State of Missouri the Briarwood Oaks Estates Homes Association, Inc., a not-for-profit corporation for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Briarwood Oaks Estates Homes Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and all portions of the Properties other than the Lots.

Section 4. "Lot" shall mean and refer to any plot of land designated as such and shown upon any recorded subdivision map of the Properties.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Developer" shall mean and refer to Timber Oaks Development Company, its successors and assigns.

ARTICLE II ASSOCIATION MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record and to assessments by the Association, including contract sellers, 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. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III VOTING RIGHTS

The members of the Association shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every

Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

a. The right of the Association to limit the number of guests of members;

b. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

c. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

d. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

e. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication or transfer.

f. The right of the Association to create, grant and convey easements upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, electricity, and cable television systems;

g. The right of the Association to publish rules and regulations to regulate and control the Member use and enjoyment of the Common Area.

Section 2. Damage or destruction of Common Area. In the event any Common Area is damaged or destroyed by an Owner or members of his family, his tenants, guests or contract purchasers, such Owner does hereby authorize the Declarant to repair the said damaged area; the Declarant shall repair said damaged area, in conformance with the original plans and specifications of the area involved. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

Section 3. Delegation of Use. Any Member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall 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 such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Area, and of the Lots situated upon the Properties, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacements of and additions to the Common Area, and for the cost of labor, equipment, materials, management and supervision of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment shall be \$240.00 per Lot.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two immediately-preceding calendar years. Such increased amount as calculated and established from time

to time shall be deemed to be the new maximum annual assessment amount for the purpose of increasing the maximum annual assessment from time to time for subsequent years.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of which can be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and

special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. For each Lot not owned by the Developer at the time of the recoding of this document, the annual assessments provided herein shall commence 30 days after said recording. The annual assessments for all other Lots shall commence as to an individual Lot on the first day of the sixth month following the original conveyance of each such Lot by Developer or upon the first day of the month following the issuance of an occupancy permit by appropriate authorities approving the occupancy of a dwelling on such Lot, whichever shall first occur. The first annual assessment for an individual Lot shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period which shall be based upon a calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1st of each year unless established otherwise by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of assessment provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property

from liability for any assessments or installments thereof thereafter becoming due nor for the lien of any such subsequent assessments or installments.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Conditions. No construction, improvements, alterations, repairs, excavations, repainting of an improvement a different color, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee to an Owner shall be made or done without the prior approval of Declarant. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of Declarant. Prior to the commencement of any such process the Owner or his representative shall submit detailed plans and specifications to Declarant concerning the work to be done or changes to be made including the location on the Lot where such changes are to be made, and any other pertinent details.

Section 2. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall fulfill the functions of Declarant as set forth in this Article VI. Such Board shall be appointed by the Board of Directors of the Association.

Section 3. Purpose. The Architectural Review Board as applicable, shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within 30 days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board

of Directors, which may reverse or modify such decision by a two-thirds vote of the directors.

ARTICLE VII
USE RESTRICTIONS

Section 1. Use of Land. None of the Lots may be improved, used, or occupied for other than private single-family residential purposes (except for model homes used by Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporary or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Notwithstanding any other provision of this Article, it shall be expressly permissible for Developer and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2. Height Limitation. Any residence erected on any said Lots shall not be more than two levels in height, above ground, provided that a residence more than two stories in height may be erected on any of said Lots with the written consent of the Architectural Review Board, after its appointment.

Section 3. Minimum Size Requirements. Minimum size requirements as used herein shall mean in all cases the areas on the first and second floor of the dwelling enclosed and finished for all year occupancy computed on the outside measurements of the residence and shall not mean or include any area of garages, porches, breezeways or attics. Any one-story residence with attached garage requires a minimum ground floor area of 1,600 square feet. No residence of one and one-half story with attached garage shall be erected having a ground floor area of less than 1,000 square feet, but in no event, less than 1,650 square feet total. No split-level residence shall be erected having a living area of less than 1,500 square feet on two main levels. No residence of two stories shall be erected having less than 900 square feet on the ground level, but in no event, less than 1,750 square feet total. No residence having the appearance from the front of a two-story residence, including the foundation, with principal living area or the second floor, shall have less than 1,500 square feet on the second floor or principal living area. Any residence with basement garages must have at least 1,700 square feet on the main living area.

The pitch of any roof line on a straight ranch, or a raised ranch having only one story above ground level shall be no less than eight unless specifically and otherwise approved per Article VI. Ground level as used in this section shall be considered to be the elevation of the ground across the front of a proposed residence at the front of such proposed residence.

The exterior shall not be vinyl siding.

The exterior color shall be neutral tones.

Section 4. Above-Ground Pools Prohibited. No above-ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map. Declarant reserves the right to permit the construction of a dwelling on said property on any Lot two feet nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two cars. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting the street.

Section 7. Roofing Material. All roofing shall be asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by Declarant or the Architectural Review Board as applicable. Any other material due to pitch of roof must be submitted to Declarant or the Architectural Review Board for approval.

Section 8. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot. This provision shall not be construed to prevent the use of any home for a home office or home business so long as such use shall not interfere with the quiet enjoyment or comfort of any other owner or occupant. Nothing herein shall prohibit the carrying on of promotional activities by Developer for the sale of new construction by Developer or other builders.

Section 9. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be

permitted to remain in a damaged condition longer than three months. No building shall be occupied until completed according to the plans and specifications approved by the Architectural Review Board.

Section 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 12. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land.

Section 13. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 14. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that doges, cats or other household pets not to exceed two in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owner, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family. The construction, dog run, or other device used to confine or house dogs, cats or other household pets is expressly made subject to the terms and conditions of Article VI.

Section 15. Advertising Prohibited. No advertising signs (except one of not more than nine square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures by Developer or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 16. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

Section 17. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot. The foregoing prohibition shall expressly extend to satellite dishes larger than 24 inches in diameter or other devices designated to receive or pick up radio or television transmission signals.

Section 18. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above the surface of the ground.

Section 19. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

Section 20. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.

Section 21. Fences. All fencing constructed on any Lot shall be of open-spacing, wood construction and no more than 53 inches in height. Notwithstanding said spacing, construction and height restrictions, any fence constructed to enclose an in-ground swimming pool shall be constructed in accordance with applicable state, county and/or city regulations.

Section 22. Trash - Debris. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property. Each owner shall keep all Lots owned by him/her and all improvements thereon in good order and repair and free of debris, including but not limited to seeding, watering and mowing of lawns; pruning and cutting trees and shrubbery and painting of all structures in a manner and frequency as constant with good property management.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an 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 any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. The covenants and restrictions of this Declaration may be amended during the first 20-year period by an instrument signed by the Owners of not less than 90% of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than 75% of the Lot Owners.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

TIMBER OAKS DEVELOPMENT COMPANY

By Carl Gimmarro
Carl Gimmarro, President

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 6th day of July, 2005, before me, personally appeared Carl Gimmarro, personally known, who being by me duly sworn, did say that he is the President of Timber Oaks Development Company, a Missouri corporation, and acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

Delores M. Champ
Notary Public



TIMBER OAKS DEVELOPMENT
COMPANY

By Carl Gimmarro
Carl Gimmarro, President

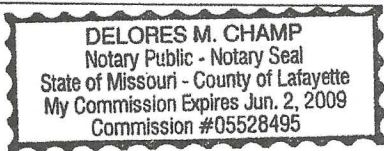
Owner, Lots 1, 7-17,
29, 30, 53, 56-96

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 8th day of July, 2005, before me, personally appeared Carl Gimmarro, personally known, who being by me duly sworn, did say that he is the President of Timber Oaks Development Company, a Missouri corporation, and acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires: DeLores M. Champ
Notary Public



IRREVOCABLE PROXY

The undersigned, Timber Oaks Development Company, owner of real property within BRIARWOOD OAKS ESTATES, a subdivision in Blue Springs, Jackson County, Missouri, hereby appoints Briarwood Oaks Estates Homes Association as agent and proxy of the undersigned, with full power of substitution, to vote all interest the undersigned would be entitled to vote if personally present at any meeting of members scheduled of the Briarwood Oaks Estates Homes Association, and any adjournment of such meeting, with all power which the undersigned would possess if personally present, upon all matters that may properly come before said meetings or any adjournment thereof.

Date: 7/8/05

TIMBER OAKS DEVELOPMENT COMPANY
By Carl Gimmarro
Carl Gimmarro, President