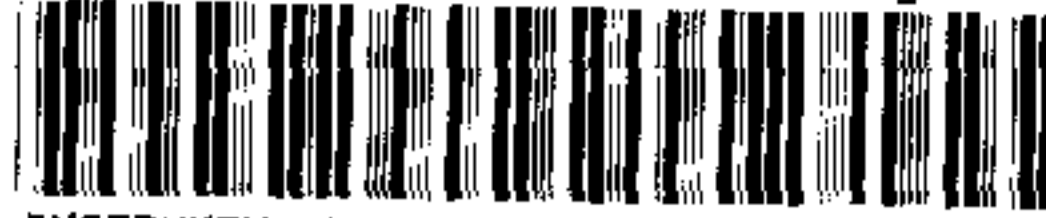


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ROBERT T. KELLY, DIRECTOR OF RECORDS

Type of Document: Declaration and Covenants

Date of Document: September 19, 2003

Grantor(s): Rolling Hills Investment Corporation

Grantee(s): City of Kansas City Missouri

Grantee(s) Mailing Address: c/o Office of the City Clerk, 25th Floor, City Hall, 414 East
12th Street, Kansas City, Missouri, 64106

Legal Description:

See Page 3 of the Document

Reference Book and Page(s):

TIMBER HILL ESTATES

HOMES ASSOCIATION

DECLARATION AND COVENANTS

DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIMBER HILL ESTATES

This Declaration, made this day April 29, 2003 by Rolling Hills Investment Corporation, hereinafter called Developer.

Recitals

Developer is the owner of the Real Property described in Article II of the Declaration and desires to create there on a residential community of high quality, and to this kind, desired to subject the Real Property Described in Article II to the Covenants, Restrictions and Easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall apply to and bind the successors in interest and owner thereof;

Now, therefore, the Developer declares that the Real Property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as covenants and restrictions) hereinafter set forth.

Article I Definitions

The following words when used in the Declaration (unless the context prohibits) shall have the following meanings:

- A. "Developer" shall mean and refer to Rolling Hills Investment Corporation, its successors or assigns.
- B. "The Properties" shall mean and refer to all such existing as are subject to this declaration.
- C. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the properties.
- D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but, notwithstanding and applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- E. "Homes Association" shall mean and refer to Timber Hill Estates Homes Association as described in Article VII.
- F. "Common Area" shall mean and refer to storm water detention areas and any real properties or easements if any, which are owned by the Homes Association for the common benefit of the owners. Also includes 1 (one) acre designated as Mount Pleasant Cemetery.

ARTICLE II
Property Subject to This Declaration

The Real Property which is, and shall be, held shall be conveyed, transferred and sold subject to the condition, restrictions, covenants, reservations and easements with respect to the various portions thereof set forth in the various clauses and subdivisions of this declaration is located in Jackson County, Missouri, and is more particularly described as follows, to wit:

LEGAL DESCRIPTION

This is a survey and subdivision of a part of the East Half of the Northwest Quarter of Section 17, Township 47, Range 33 in the City of Kansas City, Jackson County, Missouri, described as follows: Commencing at the Southeast corner of the East Half of the Northwest Quarter of said Section 17; thence North 3 degrees 16 minutes 13 seconds East, along the East line of the Northwest Quarter of said Section 17, a distance of 868.71 feet, to the point of beginning, said point being the Northeast corner of Huntington Place, a subdivision of land now in the City of Kansas City, Jackson County, Missouri; thence North 85 degrees 20 minutes 33 seconds West, along the North line of said Huntington Place, a distance of 1267.59 feet, to a point on the Easterly right-of-way line of Wornall Road as now established; thence North 3 degrees 17 minutes 42 seconds East, along said right-of-way line a distance of 338.71 feet; thence South 85 degrees 20 minutes 59 seconds East, along the South line of Rothstein Addition, a subdivision of land now in the City of Kansas City, Jackson County, Missouri, a distance of 159.88 feet, to the Southeast corner of said Rothstein Addition; thence South 85 degrees 10 minutes 47 seconds East, along the South line of Nomda Center, a subdivision of land now in the City of Kansas City, Jackson County, Missouri, a distance of 1107.44 feet, to a point on the East line of the Northwest Quarter of said section 17; thence South 3 degrees 16 minutes 13 seconds West, along the East line of the Northwest Quarter of said Section 17, a distance up 812.47 feet, to the point of beginning, EXCEPT the following described tract: Commencing at the above described point of beginning; thence North 3 degrees 16 minutes 13 seconds East, a distance out of 455.44 feet; thence North 86 degrees 43 minutes 47 seconds West, a distance up 394.60 feet, to the point of beginning of said exception tract; thence continuing North 86 degrees 43 minutes 47 seconds West, a distance up 208.73 feet; thence North 3 degrees 16 minutes 13 seconds East, a distance out of 208.73 feet; thence South 86 degrees 43 minutes 47 seconds East a distance of 208.73 feet; thence South 3 degrees 16 minutes 13 seconds West, a distance of 208.73 feet, to the point of beginning of said exception tract, containing 20.93 acres or less .

ARTICLE III
General Purposes

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared: to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of buildings sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said

property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes hereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement and thereby to enhance the values of the investments made by purchasers of building sites therein.

ARTICLE IV General Land Use

The Properties shall be used for single family residences only and shall be subject to all of the covenants and conditions herein contained.

ARTICLE V Use Restrictions

All of the Existing Property and all additional lands which shall be subjected to this Declaration under Article II above shall be subject to the following restrictions:

Section 1: Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes (except model homes used by the Developer or Builders) and not flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any said Lots shall be designed and used for occupancy by a single family.

Section 2: Height Limitation: Any residence erected on any of said Lots shall not be more than two (2) levels in height above ground as viewed at front elevation.

Section 3: Minimum size requirements: Minimum square footage on all homes, with the exception of a ranch (see letter C), is to be 2500 square feet:

- A. Story and 1/2 must have a minimum of 1500 square feet on main floor.
- B. Two stories must have a minimum of 1300 square feet on main level.
- C. Ranches must have minimum of 1800 square feet.
- D. Split levels to be determined on case by case basis by Developer or their assigns as defined in Article V Section 30.

Section 4: Building Lines: No part of any residence shall be located on any Lot nearer to the front street of the side street that is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of the Developer.

Section 5: Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than seven (7) months after commencement of construction.

Section 6: Garages: Each residence shall have an attached or basement private garage for not less than two (2), nor more than five (5) cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

Section 7: Lot Area and Width: No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat.

Section 8: Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right 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 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 public authority or utility company is responsible.

Section 9: Nuisances: No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel, unless authorized by the Developer.

Section 10: Temporary Structures: No temporary structure or any other out building shall be erected on any Lot without the approval of the Architectural Control Committee and in no event may such building, a trailer or basement be used as a temporary residence.

Section 11: Commence of Construction: The Owner of any Lot within The Properties shall be required within 12 months of accepting a conveyance of such lot to complete the construction of a residence as authorized by existing zoning laws and declarations of covenants and restrictions filed of record.

Section 12: Exterior Painting: All wood exteriors, except roofs, shall be covered with paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than seven (7) months after commencement of construction. Any area of exposed foundation shall be covered with the exterior wall material or painted the same color as the exterior walls and adjoining said foundation.

Section 13: Storage Tanks: No fuel storage tanks shall be erected above the ground.

Section 14: Signs: no signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 120 square inches or a sign of not more than eight (8) feet square to advertise the property for sale. Developer reserves the right to maintain not more than two "billboard" type signs on or adjacent to Wornall Road during the construction period. Additionally subdivision monument signs may be constructed on tract C , or tract D, or both.

Section 15: Livestock: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

Section 16: Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition and housed and screened as specified by the Developer.

Section 17: Parking of motor vehicles, boats, and trailers: No school buses, auto, camping, recreational vehicles, trucks, tractor or trailer shall be parked on the curb, or any unpaved area for longer than 24 hours at a time.

Section 18: Antennas and Towers: No antenna or tower shall be erected upon any lot or exterior of any residence for the purpose of radio operation or television operation. The Architectural Control Committee shall have the option to waive this restriction for disk antennas on an individual lot basis if the owner has obtained the written consent from all adjoining property owners and the disk is not readily visible from the street.

Section 19: Water, gas lights, telephone and other utilities shall be located underground on each residential Lot.

Section 20: 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 21: No Commercial Activities: No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

Section 22: Clothesline: The use of any clothesline on the exterior of any residence or on a Lot is prohibited.

Section 23: Sodding and Landscaping: Any unimproved portion of a Lot within 150 feet of the front line of said lot shall be fully sodded. The unimproved portion of the lot beyond 150 feet shall be either sodded or seeded after the completion of a house. Landscaping shall also be completed at this time.

Section 24: Fencing: All fencing proposed shall have the approval of the Developers or their assigns. All fences used shall be wood (cedar or CCA treated), wrought iron.

Section 25: Building Exteriors: All frontal elevations, as viewed from the street from which main entry door faces, must be stone, stucco, masonry, or the combination thereof. All other elevations are to be wood siding, smart siding, or equivalent any variation from above materials to be approved in writing by the architectural committee.

Section 26: Roofing: Roofing materials shall be at least a 30-year laminated type with a "Timberline" appearance and weathered wood color.

Section 27: Plan Approval: No building shall be erected or altered on any building plat in this subdivision until the building plans and city approved plot plan with elevations have been approved in writing as to size and external design by the Architectural Control Committee which is initially composed of the following two (2) members:

William F. Hillix
Gary D. Rowland

Upon any request for approval the party requesting such approval shall submit a floor plan including square footage and the four exterior elevations.

In the event of the death or resignation of any member of said committee the remaining member shall have full authority to approve or disapprove the plans submitted, and to designate a successor.

In the event said committee fails to approve or disapprove a request within thirty (30) days after said plans have been submitted to it, such approval will not be required and covenant will be deemed to have been met.

The members of the Architectural Control Committee shall serve without pay and shall have no legal or financial liability for any of their acts, omissions or errors in judgement.

Section 28: Priority: The Building Code, The Zoning Ordinance, The Property and Maintenance Code, and other applicable municipal and state laws are not preempted by the recording of the Declaration, but that in the event of conflict the most restrictive provisions shall apply.

ARTICLE VI General Provisions

Section 1: Enforcement: Enforcement of these covenants and restrictions shall be by any preceding law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any action may be initiated by the Developer or the Homes Association or any owner. Failure by the Developer or the

Homes Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Duration Amendment: The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer or the Homes Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners.

Section 4: Transferability: The Developer reserves the right to create and establish a Homes Association and to transfer and assign to it all of the functions of the Developer according to the provisions of this Declaration, in which event the owners of the Properties shall then be bound to the Association as they are to the Developers.

ARTICLE VII

Timber Hills Estates Homes Association

Section 1: Every owner of a Lot of tract which is owned by the Declarant or which is subject to assessment shall automatically be a member of, and have voting rights in the Homes Association. Membership shall be appurtenant to and may not be separated from ownership of any lot of that which is subject to assessment.

Section 2: Each member shall be entitled to one (1) vote for each Lot whether improved or unimproved owned by that member or members, but in no event shall more than one vote be cast within respect to any Lot.

Section 3: Duties of Developer & Transfer to Homes Association. Developer shall retain all control of subdivision and will be responsible for prorated costs of maintenance of common areas based on number of Lots retained by Developer. At such time as 14 (fourteen) lots are sold and said ownership transferred, all responsibilities for the subdivision will shift to the governing board of the Homes Association. Only the duty of Architectural Committee shall remain with the Developer. Developer retains voting rights as outlined in Section II, this Article.

ARTICLE VIII

Property Rights

Section 1: Owners' Easements of enjoyment. Every Owner shall have a right and easement to enjoy the benefit of the Common Area (specifically including the Stormwater Detention Area) which shall be appurtenant to and shall pass with the title to every Lot or Tract, subject to the following provisions:

- A. The Association shall maintain the Stormwater Detention Area and all improvements thereon, specifically including but not limited to the detention pond, the dam, and pipes associated with Detention Basin. The Association is specifically authorized to take such actions with respect to maintenance and construction of the Stormwater Detention Area and the improvements thereon as shall be reasonably required by the City of Kansas City, Missouri or another governing entity having appropriate jurisdiction, in accordance with the covenant to maintain stormwater detention facility recorded at the time of recording the plat.
- B. The Association shall maintain the storm draining pipes which feeds the Stormwater Detention Area over all portions of the Total Properties on which said pipe is located.
- C. The Association shall have a perpetual easement over that area of the Covered Properties which is within two (2) feet of the outer perimeter of the Properties for purposes of construction and maintenance of a fence around all or a part of the perimeter of the Covered Properties as the Association deems advisable, and for the purpose of any signs or other markings thereon as the Association deems advisable.
- D. The Association, at its expense and in its sole discretion, may maintain and landscape such areas which are not on the Total Properties but are within twenty (20) feet of the outer perimeter thereof (if permitted to do so by the owner thereof) if the Association determines that such maintenance and landscaping would be in the best interest of its members.
- E. The Association may, with proper city approval, 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, and the Common Area may not be conveyed, mortgaged or otherwise encumbered for any reason, unless an instrument agreeing to such dedication, transfer, conveyance or encumbrance signed by the holders of 2/3rds of the votes of each class of members has been recorded.

ARTICLE IX Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and Tract owned within the Covered Properties, hereby

covenants, and each Owner of any Lot or Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with all other amounts owed to the Association hereunder and interest, costs, 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 as soon as they are due and payable. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Covered Properties and for the improvement and maintenance of the Common Area, the Stormwater Detention Area and improvements within that Area and other portions of the Covered Properties and of the homes and other improvements situated upon the Covered Properties, (specifically any subdivision monument signs) and for all other authorized purposes of the Association.

Section 3: Basis and Maximum of Annual Assessments and Services Provided.

- A. The amount of assessment for each Lot or Tract shall be determined from time to time by the Board of Directors of the Association without a vote of the membership. The services to be provided shall be as follows, and until January 1, 2005, the maximum annual assessment shall be as follows:
 1. Improved or Unimproved Lots
 - a. The maximum annual assessment shall be \$360.00 per year, payable as determined by the Board either in advance or at the rate of \$30.00 per month during the year.
 - b. The services to be provided to the Owner shall include the care of, spraying, trimming and protecting and replanting of trees, shrubs and other landscaping on all streets and in other public places but not including the Owner's Lot or Tract. In addition, the Association reserves the right, but not the obligation, to provide for the snow plowing of the public roads within all or any portion of the Total Properties as a supplement to those services which may be provided by governmental entities. The services to be provided to the Owner shall also include the maintenance of the Stormwater Detention Areas and Mount Pleasant Cemetery and all improvements thereon and the

drainage pipe as provided elsewhere herein and of other Common Area, if any.

- c. From and after January 1, 2005, the maximum annual assessment for each Improved Lot or Tract or Unimproved Lot or Tract may be increased by a vote of the members, for the next succeeding one (1) year and for such years thereafter as shall be specified in the resolution so adopted, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. 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 Article of Incorporation.
- d. The Board of Directors of the Association at any time may fix the annual assessment for each Improved Lot or Tract or Unimproved Lot or Tract at an amount not in excess of the maximum.

Section 4: Special Assessments. 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 Stormwater Detention Area or other Common Area, if any, which is not otherwise authorized hereunder, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Noticed 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 5 days nor more than 40 days in advance of the meeting. The notice shall state the purpose or purposes of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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 two-thirds (2/3) 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. Except as specifically provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots and Tracts and may be collected on an annual or a monthly basis, as shall be decided by the Board of Directors and if so provided herein.

Section 7: Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Improved Lots and Tracts on

the first day of the month following the conveyance of the first Lot or Tract by the Declarant to any purchaser, or on the date of recording of this Declaration, whichever is later. The annual assessments provided for herein shall commence as to the Unimproved Lots and Tracts on the first day of the sixth month following the conveyance of the first Lot of Tract by the Declarant to any purchaser, or on the date of recording of this Declaration, whichever is later. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. For any year during which an Unimproved Lot of Tract is Improved, the amount of the annual assessment for that year shall be determined based on the percentage of the year that the Lot of Tract was Unimproved, and the percentage of the year that the Lot of Tract was Improved; if the annual assessment was assessed prior to the determination of the proper assessment for such year, the additional amount shall be assessed when it is so determined. The Board of Directors shall fix the amount of the annual assessment against each Lot and Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established 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 of Tract have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot of Tract is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum from the assessment date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot or Tract.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust, whichever is appropriate. Sale or transfer of any Lot or Tract shall not affect the assessment lien. However, the sale or transfer of any Lot or Tract pursuant to first mortgage or first deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer of any kind shall relieve such Lot or Tract from liability for any assessments thereafter becoming due or from the lien thereof. No mortgagee, and no trustee or beneficiary of a deed of trust, shall be required to collect assessments. Furthermore, nothing herein shall cause any failure to pay any assessment to constitute a default under any mortgage or deed of trust.

Section 10: Exempt Property. Notwithstanding anything else contained herein, the following property shall be exempted from the assessment charge and lien created herein:

- A. All properties dedicated and accepted by the local public authority and devoted to public use;

- B. All properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent to such legal exemption; and
- C. All Common Areas (specifically including the Stormwater Detention Areas) and Mount Pleasant Cemetary.

Additionally, notwithstanding anything else contained herein, any Covered Property owned by the Declarant shall not be subject to any assessment whatsoever, although the Declarant shall nevertheless be entitled to all of its rights herein with respect thereto, specifically including but not limited to voting rights and the rights of the Declarant and its Covered Property to receive the maintenance and all other benefits provided herein.

Section 11: A written or printed notice deposited in the United States mail with postage prepaid thereon, addressed to the Owner at the last address listed with the Association, shall be deemed to be sufficient notice for all purposes whenever notices are required under this document.

Subscribed, sworn to and acknowledged before me by:


 WILLIAM F. HILLIX
 PRESIDENT
 Rolling Hills Investment Corporation


 GARY D. ROWLAND
 VICE PRESIDENT
 Rolling Hills Investment Corporation

This 19th day of Sept, 2003

Martha Welch, NOTARY

MARTHA WELCH

MARTHA WELCH
 Notary Public -- Notary Seal
 STATE OF MISSOURI
 Jackson County
 My Commission Expires 10/22/06