

23. **AMENDMENTS OR CHANGES OF COVENANTS:** The conditions, restrictions, stipulations, and covenants contained herein, shall be in full force and effect and binding as aforesaid and shall not be waived, changed, abandoned, terminated or amended, except by an instrument duly acknowledged and recorded in the Register of Deeds Office of Meade County, South Dakota, and executed by fifty-one percent (51%) of the then owners of the lots within the above-described area and included within the boundaries of said subdivision.

Likewise, any amendment or change to the Covenants as allowed by this paragraph shall be executed by fifty-one percent (51%) of the then owners of the lots in Phase I, Phase II and any other phase(s) to which these Declaration of Covenants, Conditions and Restrictions have been annexed.

Any amendment or change to the Covenants as allowed by this paragraph, shall be executed by fifty-one percent (51%) of the then owners of the lots in Phase I, Phase II and any other phase(s) to which these Declaration of Covenants, Conditions and Restrictions have been annexed.

24. **ENFORCEMENT:** If any person shall violate or threaten to violate any of the provisions of these covenants, any person or persons owning real property within the Timberwood Park Estates and the Timberwood Park Estates Homeowners Association, Inc. may enforce these covenants and restrictions and may institute proceedings at law or in equity to enforce the provisions of this declaration to restrain the person violating or threatening to violate and recover damages, actual and punitive, for such violation. If the Developer, the Association or any owner shall be successful in such proceedings, the offending owner shall also be liable to the plaintiff(s) in such action for all attorneys and expert witness fees, costs and expenses of suit.

25. **SEVERABILITY:** Invalidation of any of the provisions of this declaration by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 8<sup>th</sup> day of November, 2007.

JKRK Properties, LLC.

BY: [Signature]  
RYAN J. KASKI

Dated this 8<sup>th</sup> day of November, 2007.

BY: [Signature]  
ROBERT POEPPPEL

BY: [Signature]  
JAMI POEPPPEL