



**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CHARLESTON PLACE SUBDIVISION**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions is executed this 19 day of June, 1996, by CHARLESTON PLACE SUBDIVISION, a Missouri partnership ("Developer").

WITNESSETH:

WHEREAS, Developer, pursuant to the Declaration of Covenants, Conditions and Restrictions for Charleston Place Subdivision, recorded in Book 364, at Page 390, in the Cole County Recorder of Deeds Office, has certain rights to amend the original Declaration of Covenants, Conditions and Restrictions for Charleston Place ("Declaration"); and

WHEREAS, Developer has deemed it desirable, necessary and advisable to amend the original Declaration;

NOW, THEREFORE, Developer hereby amends the Declaration, and the real property described in Article II of the Declaration is hereby made subject to the provisions of this amendment; and the property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereafter set forth in addition to the covenants, conditions and restrictions set forth in the Declaration, which shall run with the land. The covenants, conditions and restrictions set forth in this Amendment shall run with the land and be binding on all present and future owners of the property. It is expressly declared that the rights of existing holders of deeds of trust are not affected by the adoption of this Amendment.

AMENDMENT I

Article III of the Declaration shall be amended by the addition of the following:

Section 4. **Pool and Clubhouse.** After the formation of the Association, the Association may, in its discretion, decide to construct a clubhouse and swimming pool for the use of the properties subject to the Declaration of Covenants, Conditions, and Restrictions of Charleston Place Subdivision and any amendments thereto. The pool and clubhouse may be built on property within the Charleston Place Subdivision at a place to be determined in the sole discretion of the Association. Charleston Place Development Company is under no obligation to construct a clubhouse or pool.

AMENDMENT II

Article VI, Section 2, of the Declaration is hereby amended to provide as follows:

Section 2. Purpose of Assessments. The Assessments levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Project, and in particular for the improvement and maintenance of storm water detention facilities and other properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated thereon; include, but not limited to, the payment of taxes and insurance thereon, maintenance, repair, replacement and additions thereto, snow removal, and for the cost of labor, equipment, materials, management and supervision thereof.

AMENDMENT III

Article VI, Section 3, of the Declaration is hereby amended to provide as follows:

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the date of this instrument, the maximum Annual Assessment shall be \$150 per lot. From and after January 1st of the year immediately following the date of this instrument, the maximum Annual Assessments aforesaid may be increased each year by not more than \$10 above the maximum Annual Assessment for the previous year by vote of the Board of Directors of the Association and without a vote of the Membership. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year. From and after January 1st of the year immediately following the date of this instrument, the maximum Annual Assessment may be increased above 10% in any year by a majority vote of Members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may ~~at any time within its discretion fix the Annual Assessment at an amount less~~ than the amounts aforesaid.

AMENDMENT IV

Article VI, Section 4, of the Declaration is hereby amended to provide as follows:

Section 4. Assessments for Capital Improvements. The Board may establish an Initial Capital Assessment in the amount of \$150 per lot, payable on the sale of a lot to the first individual owner, which shall be held and used

solely for capital improvements (which may include, in the Developer's discretion, a swimming pool and clubhouse) for the project.

In addition to the Annual Assessments, 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 or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Properties; provided that, the assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized corporate officers and its seal affixed this 19th day of June, 1996.

**CHARLESTON PLACE DEVELOPMENT
COMPANY, a Missouri partnership**

By: Kent George
Kent George, President of the Managing
Partner -- Estate Land Development, Inc.
(a Missouri corporation)

Jusan D. George
Secretary, Estate Land Development, Inc.

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

On this 19th day of June, 1996, before me appeared KENT GEORGE, to me personally known, who, being by me duly sworn, did state that he is the President of Estate Land Development, Inc, a Missouri corporation, the Managing Partner of Charleston Place Development Company, a Missouri partnership; that the seal affixed to the foregoing instrument is the corporate seal of Estate Land Development, Inc.; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; that said corporation is now in good standing; and further acknowledged said instrument to be the free act and deed of said corporate Managing Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My Commission expires:

12-20-97

Valda L. Smith
Notary Public