

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CHARLESTON PLACE SUBDIVISION COMPANY
AND CONSENT TO TRANSFER TITLE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions is executed this 18 day of December, 1998, by CHARLESTON PLACE DEVELOPMENT COMPANY, a Missouri partnership ("Developer"), and consented to by David Singleton, Robert E. and Marialyce Smith, William P. and Pat Abernathy, Daniel P. and Carlene K. Bax, Gregory M. and Lynda M. Weaver, James H. and Barbara Lale, Don and Deborah Bowen, Linda L. Roark and Timothy C. McGlade, James and Murel Wollenberg, Francis and Delphine Schanzmeyer, Jeri Timmerman, Catherine Gunter, Charles and Shirley Whitehead, Luther M. and Betty Puckett, Evelyn Fairchild, Judith Ann Evans, Trustee of the Judith Ann Evans Revocable Living Trust U/A/D June 14, 1995, Omer L. and Jamie Scott, and Burks Construction, Inc., all owners of real estate located in Sections One and Two of CHARLESTON PLACE SUBDIVISION, Owners.

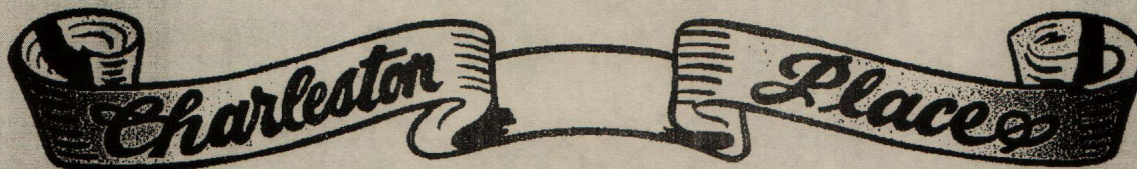
WITNESSETH:

WHEREAS, Developer and Owners, pursuant to the Declaration of Covenants, Conditions and Restrictions for Charleston Place Subdivision, recorded in Book 364, at Page 390, and as amended in Book 377, at Page 932, Book 378, at Page 304, Book 381, at Page 916, in the Cole County Recorder of Deeds Office, have certain rights to amend the Declaration of Covenants, Conditions and Restrictions for Charleston Place ("Declaration");

WHEREAS, Developer and Owners have deemed it desirable, necessary and advisable to amend the Declaration; and

WHEREAS, David Singleton, Robert E. and Marialyce Smith, William P. and Pat Abernathy, Daniel P. and Carlene K. Bax, Gregory M. and Lynda M. Weaver, James H. and Barbara Lale, Don and Deborah Bowen, Linda L. Roark and Timothy C. McGlade, James and Murel Wollenberg, Francis and Delphine Schanzmeyer, Jeri Timmerman, Catherine Gunter, Charles and Shirley Whitehead, Luther M. and Betty Puckett, Evelyn Fairchild, Judith Ann Evans, Trustee of the Judith Ann Evans Revocable Living Trust U/A/D June 14, 1995, Omer L. and Jamie Scott, and Burks Construction, Inc., are the owners of all property in Sections One and Two, per plat of record in Plat Book 11, page 718, and corrected in Plat Book 11, Page 891, Cole County Recorder's Office.

NOW, THEREFORE, Developer, with the consent of the above-referenced owners, hereby amends the Declaration; 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 1

Article I shall be amended to add the following definitions:

(N) "Townhouse Association" means Charleston Place Townhouse Association, a Missouri Not-For-Profit Corporation, its successors and assigns.

(O) "Townhouse Member" means all of those persons or entities who are members of the Charleston Place Townhouse Association, as hereinafter provided.

(P) "Townhouse Owner" means any person, firm, corporation, partnership, association or other legal entity or any combination thereof owning real estate upon which a townhouse is located or upon which it may be located.

AMENDMENT 2

Article IX shall be amended as follows:

Section 1. Occupancy Restrictions. The owner of a lot shall occupy and use his lot as a private residential dwelling for himself and the members of his family, his social guests, licensees and invitees.

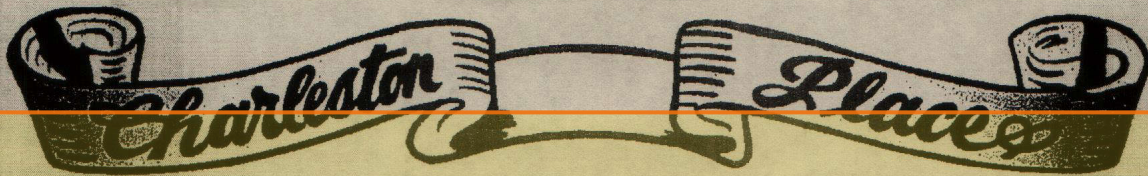
AMENDMENT 3

~~Article IX, Section 2, as amended on November 4, 1996, by amendment placed of record in Book 381 at page 916, in the Office of the Recorder of Deeds of Cole County, Missouri, it is further amended as follows:~~

Section 2. Restricted Lots. Lots 1 through 13 as shown in Plat Book 11, page 718, and corrected in Plat Book 11, page 891, and Tract D, as shown in a replat of part of Lot 13 and all Lots 14-20, recorded in Plat Book 12, page 96, Cole County Reorder's Office, shall be restricted for either single family townhouse or single family dwelling use. Certain additional restrictions, covenants and conditions shall apply to any lot devoted to townhouse use as set out in Article XV of the Amended Covenants, Conditions and Restrictions.

AMENDMENT 4

Article IX, Section 5, pertaining to construction of sidewalks shall be amended so as to delete the present provision and the following shall be inserted in lieu thereof:



Section 5. Construction of Sidewalks. Concrete sidewalks 36" in width shall be constructed by each owner at the owner's cost and shall be located within the street rights-of-way. Location of the sidewalk and materials used to construct the sidewalk shall be approved by the Architectural Control Committee.

AMENDMENT 5

Article IX, Section 7, as contained in Amendment to Declaration of Covenants, Conditions and Restrictions filed of record on November 4, 1996, in Book 381, at page 916, in the Office of the Recorder of Deeds of Cole County, Missouri, is amended as follows:

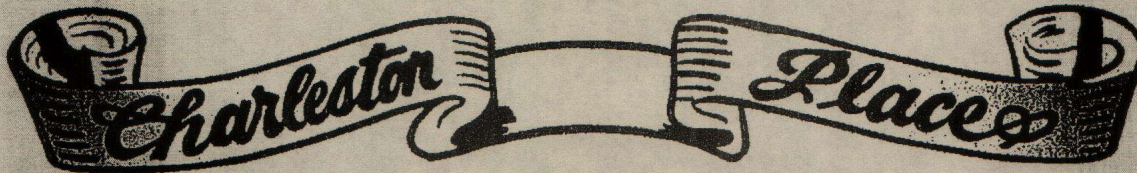
Section 7. Townhouse. Townhouses may as shown in Plat Book 11, page 718 and corrected in Plat Book 11, page 891, either have front or side entry garages.

All buildings constructed on Lots 1-13 as shown in Plat Book 11, page 718 and corrected in Plat Book 11, page 891, and Tract D, as shown in a replat of part of Lot 13 and all of Lots 14-20 recorded in Plat Book 12, page 96, Cole County Recorder's Office, shall be located at a minimum of 25 feet from the lots front property line. This Amendment to Declaration amends the 30 foot building setback as provided for on Lots 14-20, as shown in the plat of record at Plat Book 11, page 718, and corrected in Plat Book 11, page 891, Cole County Recorder's Office (those lots now being replatted into Tract D, as shown in plat of record at Plat Book 12, page 96, Cole County Recorder's Office such that the building line shown on the former plat is now changed from 30 feet to 25 feet.

AMENDMENT 6

Article XV, as contained in an Amendment to Declarations, Covenants and Restrictions filed of record on November 4, 1996, in Plat Book 381, page 916, in the Office of the Recorder of Deeds of Cole County, Missouri, is amended as follows: The introductory paragraph to said Article XV is deleted in its entirety and Section 1 (A) Premises, is likewise deleted in its entirety and in lieu thereof, the following are inserted:

The following easements, covenants, restrictions and conditions shall run with any Lot numbered 1-13 as shown in Plat Book 11, page 718, corrected in Plat Book 11, page 891, and Tract D, as shown in a replat of parts of Lot 13 and all of Lots 14-20, recorded in Plat Book 12, page 96, Cole County Recorder's Office, upon which a townhouse is constructed and shall be binding upon all parties having or acquiring any right, title or interest in such Lot or part thereof.



Section 1. Definitions.

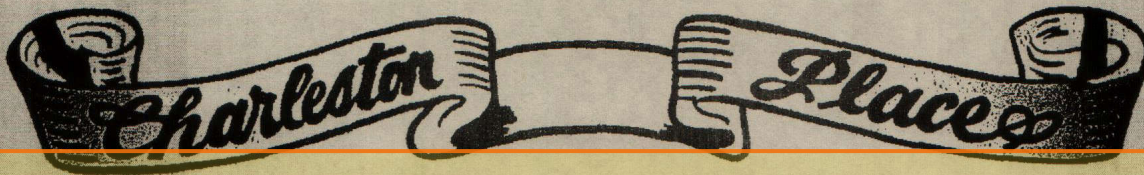
(A) Premises. Premises shall mean and refer to any Lot numbered 1-13 as shown in Plat Book 11, page 718, corrected in Plat Book 11, page 891, and Tract D, as shown in a replat of parts of Lot 13 and all of Lots 14-20, recorded in Plat Book 12, page 96, Cole County Recorder's Office, upon which a townhouse is constructed and shall be binding upon all parties having or acquiring any right, title or interest in such Lot or part thereof.

AMENDMENT 7

The following additional paragraph is added to ARTICLE XV, Section 5 of the Declaration, as amended:

Section 5. Maintenance and Repair.

(C) Townhouse Association. The operating entity of the Townhouse Association shall be Charleston Place Townhouse Association, a Missouri not-for-profit corporation. The Townhouse Association shall have the same powers, rights and duties as granted to the Charleston Place Property Owner's Association in the Declaration of Covenants, Conditions and Restrictions for Charleston Place of record and as amended in the Office of the Recorder of Deeds of Cole County, Missouri, except those powers shall only extend and pertain to real estate upon which a townhouse is built or may be built. The Charleston Place Townhouse Association shall be governed by a separate board of directors composed only of townhouse owners and voting for board membership shall be limited to only townhouse owners. The duties, rights and obligations of the Townhouse Association and the manner in which business is conducted and the rights and obligations of the membership and voting rights shall be the same as contained in the Declaration of Covenants, Conditions and Restrictions for Charleston Place on record and as amended in the office of the Recorder of Deeds of Cole County, Missouri. Those provisions are incorporated herein by reference except any reference to Association, Project, Lot or member shall, as it applies to the Charleston Place Townhouse Association mean the Charleston Place Townhouse Association and all real property upon which a townhouse is built or may be built. Likewise, the effect of an assessment against a townhouse owner or his real estate shall be governed by the provision for such contained in Article VI of the Declaration of Covenants, Conditions and Restrictions for Charleston Place, and except for the references referred to herein above, those provisions are incorporated herein by reference.



CONSENT TO ASSOCIATION'S TRANSFER OF REAL ESTATE

The undersigned as members of the CHARLESTON PLACE PROPERTY OWNER'S ASSOCIATION do hereby consent to the transfer of title from CHARLESTON PLACE PROPERTY OWNER'S ASSOCIATION to CHARLESTON PLACE DEVELOPMENT COMPANY of the following described real estate:

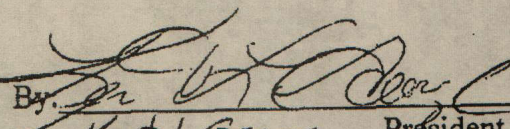
Part of Lot No. 13 of Charleston Place Subdivision, Section One, as per plat of record in Plat Book 11, Page 718 and corrected in Plat Book 11, page 891, Cole County Recorder's Office, more particularly described as follows:

Beginning at the most easterly corner of said Lot No. 13; thence North $65^{\circ}05'41''$ W, 153.95 feet to a point on the easterly right-of-way line of Terra Bella Drive; thence $N26^{\circ}20'49''$ E, along the easterly line of said right-of-way, 54.37 feet to the most northerly corner of said Lot No. 13; thence $S45^{\circ}29'13''$ E, along the northeasterly line of said Lot No. 13, 161.97 feet to the point of beginning.
Containing 4,184 square feet.

The undersigned Owners hereby consent to the above-referenced transfer of title as members of the Charleston Place Property Owner's Association and for the purpose of extinguishing a general utility and sewer easement and common area set out and described in the Declaration of Covenants, Conditions and Restrictions and on the plat and amended plats to CHARLESTON PLACE SUBDIVISION, since these easements are not in present use and use in the future is not contemplated.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized corporate officers and its seal affixed as of this 6 day of Jan., 1998, and the undersigned owners have executed this document on the dates indicated in the acknowledgments attached hereto.

CHARLESTON PLACE DEVELOPMENT
COMPANY, a Missouri partnership

By: 
KENT L. GEORGE, President