

Boone County, Missouri
Unofficial Document



Recorded In Boone County, Missouri

Date and Time 05/10/2010 at 04:58:09 PM

Instrument # 2010008506 Book 3637 Page 42

Grantor WOODLAND HILLS PROPERTIES LLC

Grantee WOODLAND HILLS PROPERTIES LLC

Instrument Type AMEN

Recording Fee \$67 00 S

No of Pages 12


Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds certification)

Title of Document: First Amendment to Declaration of Restrictions for Copperstone Subdivision and Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of Plat 3 and plat 4 of Copperstone Subdivision

Date of Document: May 10, 2010

Grantor(s): Woodland Hills Properties LLC

Grantee(s): Woodland Hills Properties LLC

Statutory Mailing Address(s): 1005 E. Cherry Street, Suite 221, Columbia, Missouri 65201

Legal Description: Lots 101 through 152, and C101 through C104, inclusive, in Copperstone Plat 1, recorded at Plat Book 40, Page 115 of the Records of Boone County, Missouri; Lots 201 through 260, and Lots C201 through C203, inclusive, in Copperstone Plat 2, recorded at Plat Book 40, Page 116 of the Records of Boone County, Missouri; and Lots 301 through 326, inclusive, and C301 in Copperstone Plat 3, recorded at Plat Book 41, Page 51 of the Records of Boone County, Missouri; and Lots 401 through 427, inclusive, and Lots C402 through C404, inclusive, in Copperstone Plat 4, recorded at Plat Book 42, Page 11 of the Records of Boone County, Missouri

Reference Book and Page(s): Book 3095, Page 85

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
COPPERSTONE SUBDIVISION AND DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS
OF PLAT 3 AND PLAT 4 OF COPPERSTONE SUBDIVISION**

Whereas, Woodland Hills Properties LLC, a Missouri limited liability company (“Developer”), did on February 16, 2007, record at Book 3095, Page 85, Records of Boone County, Missouri, that certain Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of Copperstone Subdivision (“Declaration”); and

Whereas, the Declaration imposes certain restrictions on Lots 101 through 152, and C101 through C104, inclusive, in Copperstone Plat 1, recorded at Plat Book 40, Page 115 of the Records of Boone County, Missouri; Lots 201 through 260, and Lots C201 through C203, inclusive, in Copperstone Plat 2, recorded at Plat Book 40, Page 116 of the Records of Boone County, Missouri (the “Plats 1 and 2 Lots”), in order to preserve and enhance the value, desirability, and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, such restrictions being for the use and benefit of the Developer and its future grantees, successors, and assigns; and

Whereas, the Declaration provides in Article V, that Developer may annex additional property to be governed by the Declaration and be part of the Development; and

Whereas, Developer has platted additional property located adjacent to and in the general vicinity of the Plats 1 and 2 Lots, being Lots 301 through 326, inclusive, and C301 in Copperstone Plat 3, recorded at Plat Book 41, Page 51 of the Records of Boone County, Missouri; and Lots 401 through 427, inclusive, and Lots C402 through C404, inclusive, in Copperstone Plat 4, recorded at Plat Book 42, Page 11 of the Records of Boone County, Missouri (the “Plats 3 and 4 Lots”); and

Whereas, Developer wishes to annex the Plats 3 and 4 Lots such that they will be governed by the Declaration (as herein amended) and the Association, and hereinafter the Plats 1 and 2 Lots and the Plats 3 and 4 Lots are referred to collectively as the “Development”; and

Whereas, the Declaration provides at Article VII, Section 3, that the provisions of the Declaration may be amended, modified, or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) seventy-five percent (75%) of the Class A Members within the Development as then constituted and (b) seventy-five percent (75%) of the Class B Members with voting rights; and

Whereas, Developer is currently the only Class B Member, and together with seventy-five percent (75%) of the Class A Members, now desires to amend the Declaration change and revise the restrictions and obligations upon certain lots within the

Development, all of which shall be for the use and benefit of the Developer, the owners of lots within the Development, and their future grantees, successors, and assigns.

Now Therefore, in consideration of the premises contained herein, the undersigned, for themselves and for their successors and assigns, and for their future grantees, and being all of the Class B Members and seventy-five percent (75%) of the Class A Members, hereby agrees and declares that the Declaration is amended as follows:

1. **Annexation.** Developer hereby annexes into the Development the Plats 3 and 4 Lots.

2. **Annual Assessment.** The annual assessment for each of the lots in the Development for 2010 shall be \$1,000.

3. **Use Restrictions.** The Use Restrictions set forth in Article II, Section 22 of the Declaration, are hereby revised: the rear yard (beginning at the back corner of the building located on the Lot), if it is not sodded, must be planted with seed and straw or hydromulch. Any planting of grass seed must be reasonably calculated to produce (and must thereafter in fact produce) a reasonably attractive stand of grass. All seeding or sodding must be successful in producing a reasonable, attractive, and substantial stand of grass. If seeding is not successful (in that the grass does not survive, germinate, or grow), then the seeding must be redone as soon as reasonable weather conditions therefor exist, and must be redone until a reasonable, attractive and substantial stand of grass is attained. Steps shall be taken, as reasonably required, to prevent erosion.

4. **Architectural Control.** The amended restrictions set forth in this Section 3, shall apply to, and only to, the following lots in the Development: Lots 201 through 211, inclusive; Lots 255 through 263, inclusive; Lots 301 through 321, inclusive; Lots 401 through 408, inclusive; and Lots 428 through 432, inclusive (the "Affected Lots"). As to the Affected Lots, the following requirements shall be substituted for the requirements set forth in Article IV, Section 6.G of the Declaration:

All buildings must meet minimum interior space size standards:

- All homes must have a minimum 2-car garage, providing that if the garage is facing the street there must be decorative doors.
- For one-story ranch style on a slab, 2,100 square feet of living space;
- For one-story ranch style on a walk-out basement, 1,900 square feet of living space on main level;
- For multilevel homes on a walk-out basement, no less than 1,650 square feet on main floor and a total aggregate of no less than 2,500 square feet above grade;
- For multilevel homes on a slab, 1,700 square feet on main floor, and a total of 2,600 square feet.

The undersigned further agree that as to Lots 201 through 210, inclusive; Lots 261 through 263, inclusive; Lots 301 through 310, inclusive; Lots 401 through 408, inclusive; and Lots 428 through 432, inclusive (the "Further Affected Lots"), the Architectural

Control requirements set forth in Article IV, Section 6.B shall be amended as follows:
All buildings constructed on the Further Affected Lots shall be either brick, stone, decorative woods, or stucco, or other material approved by the Architectural Control Committee on the front and both side elevations. On the side facing the rear of the Further Affected Lots, the building may have HardiPlank or other similar fiber cement-type siding (not vinyl or metal) as approved by the Architectural Control Committee.

5. **Governing Provisions.** Except as set out above, all other terms and provisions of the Declaration shall remain in full force and effect, and any inconsistency between the Declaration and this Amendment shall be governed by this Amendment. This Amendment shall be and is binding upon Developer, the Development, and all present and future owners of Lots in the Development.

IN WITNESS WHEREOF, Woodland Hills Properties, being the Developer as set forth in the Declaration, together with the other parties signing below, together being no less than seventy-five percent (75%) of the Class A and Class B Members, have caused this Amendment and Declaration to be executed effective the 10th day of May, 2010.

Woodland Hills Properties LLC

By 
David A. Dunafon, Member

By 
Kevin Kearns, Member

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 10 2010

Woodland Hills Properties LLC

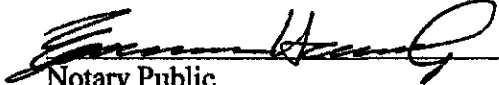
By 
David A. Dunafon, Member

By 
Kevin Kearns, Member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of MAY, 2010, before me appeared David A. Dunafon and acknowledged that the foregoing instrument was signed in behalf of Woodland Hills Properties LLC by authority of all of its members, and acknowledged said instrument to be the free act and deed of Woodland Hills Properties LLC.

In witness whereof, I have hereunto set my hand and official seal.


Notary Public
Print Name SPENCER HASKAMP

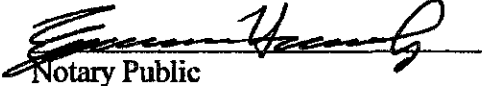
My term expires:

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of MAY, 2010, before me appeared Kevin Kearns and acknowledged that the foregoing instrument was signed in behalf of Woodland Hills Properties LLC by authority of all of its members, and acknowledged said instrument to be the free act and deed of Woodland Hills Properties LLC.

In witness whereof, I have hereunto set my hand and official seal.


Notary Public
Print Name SPENCER HASKAMP

My term expires: JULY 11, 2011

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 10 2010

Copperpot LLC, Owner of Lot 121

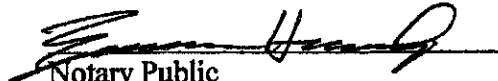
By 
David A. Dunafon, Member

By 
Kevin Kearns, Member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of MAY, 2010, before me appeared David A. Dunafon and acknowledged that the foregoing instrument was signed in behalf of Copperpot LLC by authority of all of its members, and acknowledged said instrument to be the free act and deed of Copperpot LLC.

In witness whereof, I have hereunto set my hand and official seal.


Notary Public
Print Name SPENCER HASKAMP

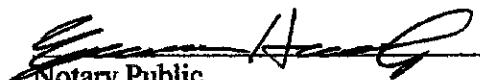
My term expires: JULY 11, 2011

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of MAY, 2010, before me appeared Kevin Kearns and acknowledged that the foregoing instrument was signed in behalf of Copperpot LLC by authority of all of its members, and acknowledged said instrument to be the free act and deed of Copperpot LLC.

In witness whereof, I have hereunto set my hand and official seal.


Notary Public
Print Name SPENCER HASKAMP

My term expires: JULY 11, 2011

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 10 2010

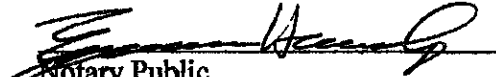
KDG LLC, Owner of Lot 146

By 
Kevin Kearns, Member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 1st day of MAY, 2010, before me appeared Kevin Kearns and acknowledged that the foregoing instrument was signed in behalf of KDG LLC by authority of its sole and only member, and acknowledged said instrument to be the free act and deed of KDG LLC.

In witness whereof, I have hereunto set my hand and official seal.

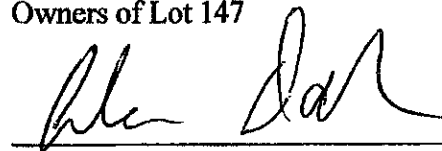

Notary Public
Print Name SPENCER HASKAMP

My term expires: JULY 11, 2011

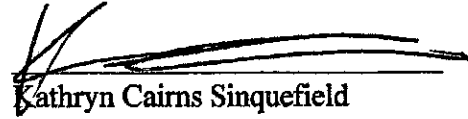
SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

Boone County, Missouri
Unofficial Document **BOONE COUNTY MO MAY 10 2010**

Owners of Lot 147



Allen M. Dodds

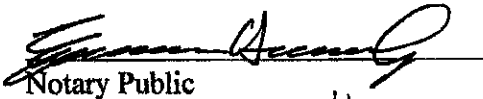


Kathryn Cairns Sinquefield

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of MAX in the year 2010, before me, SPENCER HASKAMP, a Notary Public in and for said state, personally appeared Allen M. Dodds, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

In witness whereof, I have hereunto set my hand and official seal.



Notary Public

Spencer Haskamp

My term expires: JULY 11, 2011


Printed Name: SPENCER HASKAMP

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116874

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of MAX in the year 2010, before me, SPENCER HASKAMP, a Notary Public in and for said state, personally appeared Kathryn Cairns Sinquefield, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

In witness whereof, I have hereunto set my hand and official seal.


NOTARY PUBLIC, SPENCER HASKAMP

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 10 2010

SC & MW Realty, L.L.C., Owner of
Lot 148

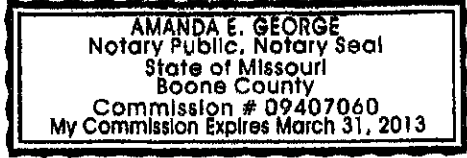
By *Matthew White*
Matthew White, Member

By *Sylvie Carpentier*
Sylvie Carpentier, Member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 6 day of May, 2010, before me appeared Matthew White and acknowledged that the foregoing instrument was signed in behalf of SC & MW Realty, L.L.C., by authority of all of its members, and acknowledged said instrument to be the free act and deed of SC & MW Realty, L.L.C.

In witness whereof, I have hereunto set my hand and official seal.



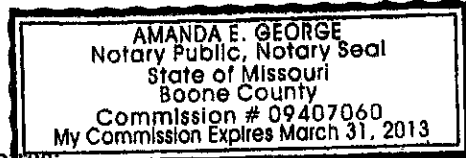
Amanda E. George
Notary Public
Print Name Amanda E. George

My term expires: 3/31/13

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 6 day of May, 2010, before me appeared Sylvie Carpentier and acknowledged that the foregoing instrument was signed in behalf of SC & MW Realty, L.L.C., by authority of all of its members, and acknowledged said instrument to be the free act and deed of SC & MW Realty, L.L.C.

In witness whereof, I have hereunto set my hand and official seal.

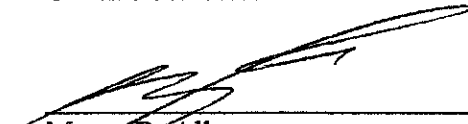



Amanda E. George
Notary Public
Print Name Amanda E. George

My term expires: 3/31/13

Boone County, Missouri
Unofficial Document **BOONE COUNTY MO MAY 10 2010**

Owners of Lot 244



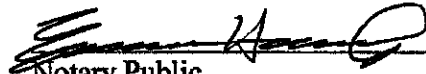
Maury D. Allen


Melissa K. Allen

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 20th day of APRIL in the year 2010, before me, SPENCER HASKAMP, a Notary Public in and for said state, personally appeared Maury D. Allen, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

In witness whereof, I have hereunto set my hand and official seal.



Notary Public
Printed Name: SPENCER HASKAMP

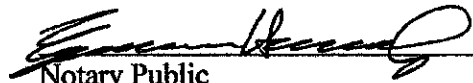
My term expires: JULY 11, 2011

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 20th day of APRIL in the year 2010, before me, SPENCER HASKAMP, a Notary Public in and for said state, personally appeared Melissa K. Allen, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

In witness whereof, I have hereunto set my hand and official seal.



Notary Public
Printed Name: SPENCER HASKAMP

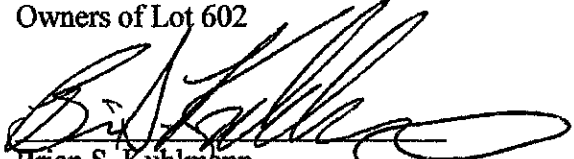
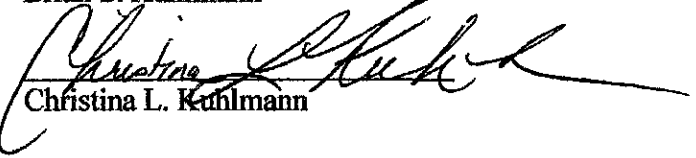
My term expires: JULY 11, 2011

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
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Boone County, Missouri
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BOONE COUNTY MO MAY 10 2010

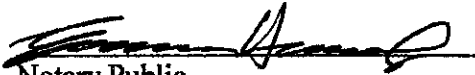
Owners of Lot 602


Brian S. Kuhlmann

Christina L. Kuhlmann

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 7th day of MAY in the year 2010, before me, SPENCER HASKAMP, a Notary Public in and for said state, personally appeared Brian S. Kuhlmann, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

In witness whereof, I have hereunto set my hand and official seal.


Notary Public
Printed Name: SPENCER HASKAMP

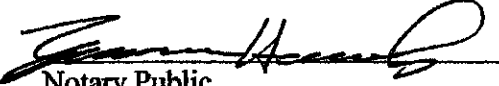
My term expires: JULY 11, 2011

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 1st day of MAY in the year 2010, before me, SPENCER HASKAMP, a Notary Public in and for said state, personally appeared Christina L. Kuhlmann, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

In witness whereof, I have hereunto set my hand and official seal.


Notary Public
Printed Name: SPENCER HASKAMP

My term expires: JULY 11, 2011

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2011
Commission # 07116674

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 10 2010

SUBORDINATION AGREEMENT

Boone County National Bank, whose mailing address is 720 East Broadway, P.O. Box 678, Columbia, MO 65205, hereby subordinates the deeds of trust recorded in Book 3187 at Page 59, and in Book 3342 at Page 8, in the Records of Boone County to the foregoing First Amendment to Declaration of Restrictions for Copperstone Subdivision and Declaration of Covenants, Conditions, Conditions, Reservations, Easements and Restrictions of Plat 3 and Plat 4 of Copperstone Subdivision.

Dated this 10th day of May, 2010

Boone County National Bank

by *[Signature]*
Printed Name: *Rick Poe*
Title: *Senior Vice President*

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this *10th* day of May, 2010, before me appeared *Rick Poe* to me personally known, who, being by me duly sworn did say that he is the *Senior Vice President* of Boone County National Bank, and that said Subordination Agreement was signed on behalf of said corporation, by authority of its Board of Directors; and said *Senior Vice President* acknowledged said instrument to be the free act and deed of the bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My commission expires:
9-21-2012

