

AMENDMENT NO. 1 TO DECLARATION OF TRUST AND RESTRICTIONS OF HERITAGE PATIO HOMES

THIS FIRST AMENDMENT TO DECLARATION OF TRUST AND RESTRICTIONS OF HERITAGE PATIO HOMES is made this 29th day of January 1979, by Heritage Investment Company, a general partnership of the State of Missouri, County of St. Charles, the "Developer" as that term is defined in the Declaration of Trust and Restrictions of Heritage Patio Homes (hereinafter the "Declaration") recorded in Book 717 Page 1762 of the St. Charles County Records.

WITNESSETH:

WHEREAS, the Developer has heretofore caused certain land situated in St. Charles County, Missouri to be platted of record, said land being described in Plat Book 19, Page 89 of the St. Charles County records, and said land being further described and defined in the Declaration as the "Development";

WHEREAS, the Developer has heretofore caused the "Development" to be subjected to and encumbered by the aforementioned Declaration;

WHEREAS, Section 15.1 of said Declaration provides that the Declaration and any part thereof may be amended by the Developer during the first six (6) years from the date of recording of said Declaration;

NOW, THEREFORE, the Developer does hereby declare said Declaration amended as follows, the provisions of said Declaration notwithstanding:

1. The present language of Section 6.10 of the Declaration is deleted and the following language is substituted in lieu thereof:

"6.10 Vehicles. No trailer, camper, motorcycle, truck or other motor vehicle, except an automobile, shall be stored or parked overnight in any parking lot, street, driveway or car port or in any other place or location within the development, except an enclosed garage; provided, however, that vans and pick-up trucks may

be parked overnight in driveways as long as such parking does not prevent or interfere with the flow of traffic within the development and with the ingress and egress of other vehicles to and from garages, but only if such vans and pick-ups are not used in connection with a business and do not display the name of a business anywhere on the vehicles. The foregoing restrictions shall not apply to the Developer, its agents or contractors during the construction period. No work, labor, repair or maintenance shall be done or performed in, on, about or upon any motor vehicle, boat, machinery, except within an enclosed garage or a unit; provided, however, that this restriction shall not impair the right of the Developer to construct improvements and shall further not impair the right of the Developer and managers to repair and maintain the various units and other improvements situated within the Development. All abandoned, and all vehicles not bearing a current Missouri registration plate and inoperative vehicles shall be removed from the land within ten (10) days following their abandonment or becoming inoperative or failing to bear a current Missouri registration plate."

2. The present language of Section 6.12 of the Declaration is deleted and the following language is substituted in lieu thereof:

"All restrictions set forth in the master indenture of Heritage are made applicable to the Development, except those restrictions of the master indenture which conflict with the provisions of Section 6.10 hereof."

The Declaration, subject to the foregoing amendments shall remain in full force and effect as herein amended.

The foregoing amendments shall bind the respective successors and assigns of the lot owners of the Development.

IN WITNESS WHEREOF, Heritage Investment Company, has executed this Amendment this 29th day of January, 1979.

HERITAGE INVESTMENT COMPANY

By [Signature]
E. Jerry Hardesty, Partner

By [Signature]
Joseph L. Johnson, Partner

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 31 day of January, 1979, before me person-

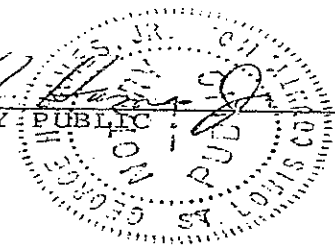
ally appeared E. JERRY HARDESTY and JOSEPH L. JOHNSON, being the sole partners of Heritage Investment Company, a Missouri general partnership, to me personally known, who, being by me duly sworn did say that they are the sole partners of said partnership and said E. JERRY HARDESTY and JOSEPH L. JOHNSON acknowledged said instrument to be the free act and deed of said partnership and their free act and deed.

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

My Commission Expires:

April 5, 1980

George H. James, Jr.
NOTARY PUBLIC
GEORGE
H.
JAMES, JR.



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STATE OF MISSOURI
FILED FOR RECORD
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[Signature]

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STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

FEB 20 1979

By *Arthur A. [Signature]*
Time _____

BOOK 800 PAGE 638

Stephen [Signature]