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Book: 2006 Page:016845-06 4 pages

GREENE COUNTY, MISSOURI RECORDERS CERTIFICATION

REAL ESTATE DOCUMENT

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RECORDER OF DEEDS

Title of Document:

FIRST AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS:

Date of Document:

FEBRUARY 28, 2006

Grantor(s)

KEITH KELTNER CORPORATION

Grantee(s)

ST. ANDREWS CLUB AT MILLWOOD PROPERTY OWNERS

Mailing Address(s):

3700 E MILLWOOD DRIVE, SPRINGFIELD, MO

Legal Description:

ATTACHED'

Reference Book and Page(s):

ST. ANDREWS CLUB AT MILLWOOD FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is made this 28th day of February, 2006 by Keith Keltner Corporation, a Missouri corporation, with an office at 3700 E. Millwood Drive, Springfield, Missouri, hereinafter referred to as "Developer".

WHEREAS, Developer has previously made its St. Andrews Club at Millwood Declaration of Covenants, Conditions and Restrictions ("Declaration") dated November 19, 1997, and filed for record in Book 2546, Page 537-552, in the office of the Recorder, Greene County, Missouri.

WHEREAS, this subdivision is also subject to that prior declaration of covenants, conditions, and restrictions recorded in Book 2359, beginning at Page 1047, in the Office of the Recorder of Deeds for Greene County, Missouri, entitled "Millwood Declaration of Covenants, Conditions, and Restrictions," hereinafter referred to as the "Master Declaration."

WHEREAS, pursuant to Article IX, section 1 of the Master Declaration, the Declaration is hereby amended by this First Amendment to the Declaration.

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold, and conveyed subject to the following amended easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Property. These easements, covenants, restrictions and conditions shall run with said Property and shall be binding upon all parties having or acquiring any right, title or interest in any of the above-described Property or any part thereof and they shall inure to the benefit of each owner thereof. Unless specifically amended herein, the original and prior declarations remain in full force and effect.

St. Andrews Club at Millwood Declaration of Covenants, Conditions and Restrictions Paragraph 3, Section C.(10)

- 1. St. Andrews Club at Millwood Declaration of Covenants, Conditions and Restrictions Paragraph 3, Section C.(10) is hereby deleted in its entirety and the following Paragraph 3, Section C.(10) is substituted in lieu thereof:
 - (10) Each individual Townhome Lot owner has the right to maintain the lawn area and in the lawn areas, the lawns, grasses, shrubs, trees, ornamental growths, flower beds, and other landscaping and landscape features and to replace, remove, trim or add thereto effective March 1, 2006. However, if the St. Andrews Club Board determines, in its sole discretion, that any individual Townhome Lot owner is not maintaining his or her lawn in a manner consistent with the standard of uniformity established by the Design Review Committee, then the Townhome Association may undertake to maintain the lawn area of any said individual Townhome Lot owner and in the lawn areas, the lawns, grasses, shrubs, trees, ornamental growths, flower beds, and other landscaping and landscape

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features and to replace, remove, trim or add thereto and bill said individual Townhome Lot owner directly, file a lien, or levy a special assessment for said lawn maintenance costs after any said individual Townhome lot owner has been given twenty (20) days written notice by the Design Review Committee of his or her failure to maintain his or her lawn in a manner consistent with the standard of uniformity established by the Design Review Committee and has failed to fully remedy the inadequacy.

2. All other provisions contained in the Declaration dated November 19, 1997 shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written....

KEITH KELTNER CORPORATION

By:

KEITH KELTNER

Its: President

SEAL

STATE OF MISSOURI)

COUNTY OF GREENE)

ON THIS 28TH day of February, 2006, before me appeared KEITH KELTNER to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of KEITH KELTNER CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said KEITH KELTNER acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in SPRINGFIELD, MESSOURI on the day and year last above written.

Notary public

ANGIE GILL Greene Co., Comm.# 05520549 My Commission Expires April 5, 2009

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Exhibit A

A parcel of land located in the southwest quarter of Section 27, Township 28 north, Range 21 West in Springfield, Greene County, Missouri, being more particularly bounded and described as follows:

Commencing at a 5/8" Iron pin found LS 2334 being a point on the southerly right of way line of Millwood Drive and the Northwest corner of Millwood Phase IV, a Subdivision in Springfield, Greene County, Missouri per the recorded final plat thereof; thence South 83°33'48" East a distance of 752.79 feet for the point of beginning:

THENCE South 66°49'33" East a distance of 63 57 feet to the point of curvature of a non-tangent curve to the right having a radius of 285.00 feet, a central angle of 01°30'27" and a chord bearing of South 21°53'32" West; THENCE along sald curve an arc distance of 8.24 feet; THENCE South 89°31'35" East a distance of 146 84 feet; THENCE South 89°31'35" East a distance of 267 04 feet, THENCE South 01°14'28" West a distance of 234.46 feet, THENCE South 00°00'00' West a distance of 194.89 feet, THENCE South 28°07'40" West a distance of 198.89 feet; THENCE South 44°57'40" West a distance of 59 02 feet, THENCE South 78°58'41" West a distance of 74 31 feet. THENCE North 89°54'36" West a distance of 74 31 feet. THENCE North 78°58'41" West a distance of 155.81 feet. THENCE North 09°07'37" West a distance of 125.81 feet. THENCE North 09°07'37" West a distance of 243 42 feet; THENCE North 00°00'00" Eost a distance of 243 42 feet; THENCE North 00°00'00" Eost a distance of 243 9 feet, THENCE North 00°359'40" West a distance of 83 76 feet, THENCE North 00°350'West a distance of 88 22 feet. THENCE North 00°36'07" East a distance of 68 79 feet to the POINT OF BEGINNING, and containing 7 30 acres of land, more or less

Meaning and intending to describe the property shown on a plat entitled "A Final Plat for St. Andrews Club at Millwood Townhomes" dated November _______. 1997 and recorded in the office of the Recorder of Deeds for Groene County, Missouri