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REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Cheryl L. Dawson*  
Cheryl L. Dawson  
Recorder of Deeds

cfrednckson

RECORDING CERTIFICATE  
(For Recording Purposes Only)  
Greene County, Missouri

Title of Document: Amendment to Declaration of Covenants,  
Conditions and Restrictions of Bristol Park

Date of Document: November 13, 2013

Grantor: Bristol Park, LLC

Grantee: Adam Cowherd, Elizabeth Cowherd and Bristol Park, LLC

Grantee Mailing Address: 3032A S FREMONT AVE  
Springfield, MO 65804

Legal Description is located on last page - *Exhibit A*

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF BRISTOL PARK**

**THIS AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF BRISTOL PARK** (the "Amendment") is made and effective as of the 13 day of November, 2013 (the "Effective Date") by Bristol Park, LLC, a Missouri limited liability company ("Developer" and for recording purposes "Grantor") and the undersigned Owners (for recording purposes "Grantees").

**WITNESSETH:**

**WHEREAS**, Scarlett Investments, LLC, a Missouri limited liability company, as the "Original Developer" and named as the "Developer" in the Declaration Of Covenants, Conditions And Restrictions For Bristol Park dated August 25, 2008, recorded in Book 2008 at Page 038529-08 in the Office of the Recorder of Deeds for Greene County, Missouri (the "Declaration"), adopted, executed and placed of record the Declaration subjecting the real estate more fully described on Exhibit "A" attached hereto, consisting of Lots 1 through 41 and the Common Areas of Bristol Park Subdivision as shown and designated on the Final Plat of Bristol Park Subdivision recorded on September 10, 2008 in Plat Book AAA at Page 56 in the Office of the Recorder of Deeds for Greene County, Missouri (the "Plat"), a subdivision located in Greene County, Missouri (the "Lots") to the terms and provisions of the Declaration; and

**WHEREAS**, Developer has acquired all of the declarant rights of the Original Developer under the terms of the Declaration and is the owner of record of the Common Areas, Lots 1 through 8, Lots 10 through 18, Lots 20 through 26, 28 and Lots 31 through 41 of Bristol Park Subdivision as shown and designated on the Plat; and

**WHEREAS**, the Developer and all of the undersigned Owners desire to amend, modify, change and alter certain terms and provisions of the Declaration in the respects set forth below.

**NOW, THEREFORE**, the Developer and all of the undersigned additional Owners of the Lots hereby amend the Declaration in the respects set forth below, with any capitalized terms set forth in this Amendment which are not otherwise defined herein having the meaning set forth for such terms in the Declaration:

1. Section (c) of Article I of the Declaration is hereby deleted in its entirety and the following Section (c) of Article I is hereby substituted therefor:

“(c) ‘Developer’ means Bristol Park, LLC, and any successor or assign thereof to whom they shall convey or otherwise transfer the rights, title and interest in the property then owned by it, and to whom it shall expressly transfer and assign all of its rights, title and interest under this Declaration, or any amendment or modification of this Declaration.”

2. Section 5 of Article VIII is hereby deleted in its entirety and the following Section 5 of Article VIII is hereby substituted therefor:

“At the option of the Developer, and at the option of the Association after the Class B membership of the Association has been converted to Class A membership pursuant to the provisions of Article III, Section 2 hereof, access to the private portion Brookdale Terrace and Lots 20 through 41 as shown and depicted on the Plat may be strictly controlled for the use of the Owners only. Access to the private portion Brookdale Terrace and Lots 20 through 41 may be by coded keypads placed at a security gate located at the commencement of the private portion of Brookdale Terrace as shown and depicted on the Plat. Each Owner shall be responsible for restricting control, access and use of the security codes for such security gate so that access through the security gate is gained only by the Owners, and their respective guests and invitees.”

3. Section 1 of Article IX is hereby deleted in its entirety and the following Section 1 of Article IX is hereby substituted therefor:

“The minimum ground floor level of any multi-level residence located on any of Lots 20 through 41 shall not be less than 2200 square feet heated by means of a central air heating system, and not less than eighty percent (80%) of the floor area of any basement within a multi-level residence shall be “finished”, meaning that such floor area shall be heated by means of the central heating system serving such residence. The minimum ground floor level of any single level residence located on any of Lots 20 through 41 shall not be less than 2500 square feet heated by means of a central heating system serving such residence. The minimum ground floor level of any residence located on any of Lots 1 through 18 shall not be less than 1600 square feet heated by means of a central air heating system.”

4. Section 2 of Article IX is hereby deleted in its entirety and the following Section 2 of Article IX is hereby substituted therefor:

"No residence, fence, wall, driveway location, driveway cut, additions or other structure of any kind shall be erected, placed or altered (including alterations in exterior color or design) on any Lot until the construction plans and specification showing the nature, kind, shape, materials and color of the improvement, and a plat showing the location of the improvements on the Lot, shall have been approved by the "Approving Party". As used in this Section 2, the term "Approving Party shall mean the Developer during such period of time that the Developer is the Class B member of the Association, and the Board of the Association after the Class B membership of the Association no longer exists. Approvals by the Approving Party shall be in accordance with the following conditions, guidelines and restrictions:

Application and Design Review Process:

Submittals:

- (a) One complete set of the plans and specifications containing the information set forth above, together with a specific schedule for the completion of the improvements, shall be submitted to the Approving Party for approval;
- (b) The sum of \$1,000 (the "Approval Deposit") shall be deposited with the plans and specifications to the Approving Party. Upon completion of the improvements for which approval has been requested in accordance with the approved plans and specifications, one-half of the Approval Deposit shall be returned to the party who paid the Approval Deposit, and one-half the Approval Deposit shall be retained by the Approving Party as compensation for their time and expense in reviewing and approving such request, plans and specifications (provided, however, that during such time as the Developer is the Approving Party, the Developer may, in its discretion, transfer the one-half of the Approval Deposit held by Developer to the Association to assist in the funding of the Association).

Process:

- (c) The Approving Party shall respond in writing within fifteen (15) days from the date on which all of the items set forth under "Submittals" above have been received by the Approving Party. The written response may set forth a denial of the request, approval of the request, or approval of the request with conditions.

(d) In reviewing the request and the Submittals, the Approving Party shall consider: (a) the location of the improvements; (b) the quality and design of the improvements, including the nature and durability of materials and workmanship; (c) choice of colors; (d) changes in topography, grade elevations and/or drainage; (e) factors of public health and safety; (f) the effect of the proposed structure, addition or alteration on the use, enjoyment and value of other Lots or improvement constructed thereon and/or the view from or to other Lots or adjoining properties; (g) the suitability of the proposed improvements, additions or alterations taking into account the general aesthetic values of the Property and other improvements located within the Property; (h) the conformity and harmony of the proposed improvements with other existing improvements and structures within the Property; and (i) the consistency of the proposed improvements with the design, theme, and placement within the Lot in relation to improvements located within other Lots including, but not limited to, driveway placement and the placement of any other structures.

(e) In granting or denying such request, the following restrictions, requirements, guidelines and conditions shall apply:

- (1) Only stone, brick, and/or real stucco shall be used for the exterior finished wall surface of any residence, provided, however, the Approving Party may approve limited use of other materials for decorative accents to such exterior finished wall surfaces;
- (2) There shall be windows on all street facing elevations of any residence adequate to cause visual breaks in the exterior materials of the residence;
- (3) The use of vinyl siding, metal siding and/or EIFS as an exterior surface material of any structure is strictly prohibited on any Lot;
- (4) Roofing material for any structure shall be architectural asphalt shingles, shakes or tile as the Approving Party may deem appropriate under the guidelines set forth herein;
- (5) The front, side and rear yard setback requirements for all residences and any permitted outbuilding shall be in accordance with the setback lines set forth in the Plat. In the event there is any conflict between any setback requirements set forth in this Declaration and the setback

requirements set forth in the Plat, the setback requirements set forth in this Declaration shall control;

- (6) No fence shall be constructed within any Lot except for such fences as may be approved by the Approving Party. The location and materials to be used in the construction of any fence within any Lot shall be approved by the Approving Party in its discretion, provided, however, that in no event shall there be permitted any chain link or wood fence within any Lot. No fencing shall be located forward of the rear corner of any residence constructed within a Lot, unless the Approving Party determines in its discretion that extenuating circumstances warrant a variance from this restriction. Notwithstanding the foregoing, the Developer, or the Association, may, at their option, construct and maintain a perimeter fence along the exterior boundary of the Subdivision as shown on the Plat, and such fence may be a wood fence not to exceed 6 feet in height with a "shadowbox" design;
- (7) Courtyard walls of a masonry nature matching the residence will be considered and approved at the discretion of the Approving Party in a manner consistent with this Section 2;
- (8) New yards shall be irrigated and established with sod at all front and side yards. Rear yards may be hydroseeded, however, seed and straw shall be prohibited as a method of establishing a lawn; and
- (9) Trash removal service for all residences within the Subdivision shall be contracted by the Association and shall be provided solely by the vendor from whom the Association contracts for such service. Fees for such service shall be paid from the Association's annual budget as a common expense of all members of the Association. In the event any Owner shall be delinquent in payment of any assessments due to the Association, the Association may, in addition to any and all other applicable remedies, cause the trash removal service to such Owner's Lot(s) to be suspended until such delinquent assessments are paid.

Commencement of any improvements on any Lot prior to the written approval of the Approving Party is strictly prohibited and may be removed by the Approving Party at the cost of the Owner of the Lot, and enjoined as a violation of this Declaration pursuant to the provisions for the enforcement of this Declaration set

forth herein. No verbal approvals or statements from an Approving Party shall be binding or effective on the Approving Party.”

5. Section 4 of Article X is hereby deleted in its entirety and the following Section 4 of Article X is substituted therefor:

“Anything set forth in Section 3 of this Article to the contrary notwithstanding, the Developer shall have the absolute unilateral right, power and authority to modify, revised, amend, alter, revoke, terminate, or change any of the terms or provisions of this Declaration any time prior to the date on which the Class B membership of the Association no longer exists as provided for in this Declaration, including, but not limited to any modification, revision, amendment, alteration or change which would have the effect of changing, increasing or decreasing any, benefits, obligations, restrictions, burdens or encumbrances on any Lot created by this Declaration. Any such amendment shall be effective only if made in writing and recorded in the Office of the Recorder of Deeds for Greene County, Missouri. Notwithstanding the Developer or the Association’s right to amend this Declaration as provided for in this Article X, any amendment that would change any obligation of the Developer or the Association to maintain any common area, detention basin, drainage area, or any landscaping with the right-of-way of any public street depicted on the Plat shall require the written approval of Greene County, Missouri, before it shall become effective. No amendment shall be effective until it is recorded in the Office of the Recorder of Deeds for Greene County, Missouri.”

IN WITNESS WHEREOF, the undersigned have set their hands effective as of the Effective Date.

DEVELOPER:

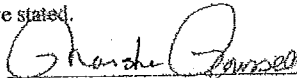
BRISTOL PARK, LLC, a  
Missouri limited liability company

By: Dale Gillespie, Managing Member  
Dale Gillespie, Managing Member

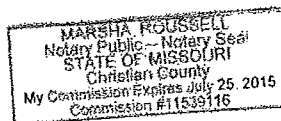
STATE OF MISSOURI )  
 ) ss  
COUNTY OF GREENE )

On this 13 day of November, 2013, before me, the undersigned Notary Public, personally appeared Dale Gillespie, to me known to be the person who signed the foregoing instrument, and, having been first duly sworn by me, did state that he is the Managing Member of Bristol Park, LLC, a Missouri limited liability company, and acknowledged that he signed the foregoing instrument on behalf of said Company as its free act and deed for the purposes stated therein.

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

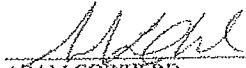
  
Notary Public

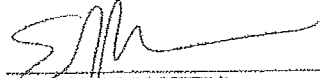
My Commission Expires: 7-25-15





OWNER LOT 27

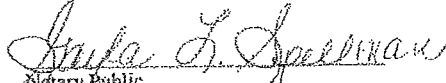
  
ADAM COWHERD

  
ELIZABETH COWHERD

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF GREENE    )

On this 8<sup>th</sup> day of November, 2013, before me, the undersigned Notary Public, personally appeared Adam Cowherd and Elizabeth Cowherd, to me known to be the persons who signed the foregoing instrument, and, having been first duly sworn by me, acknowledged that they signed the foregoing instrument as their free act and deed for the purposes stated therein and that they are married.

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

  
Notary Public

My Commission Expires: 6/30/2014

GAYLA L. SPELLMAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County - Comm#10433437  
My Commission Expires June 30, 2014

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**All of Lots 1 through 41 of Bristol Park Subdivision, including all Common Areas, a subdivision in Greene County, Missouri, according to the plat thereof recorded in Plat Book AAA, at Page 56, in the Office of the Recorder of Deeds for Greene County, Missouri.**