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Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:JJAMES

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**COVER PAGE** 

Title Partners Agency, LLC 457 Sovereign Ct. Ballwin, MO 63011

## FIRST AMENDMENT TO KEYSTONE RIDGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Date:

December

LDth. 2018

Grantor:

McBride Keystone Ridge, LLC, a Missouri limited liability company

Grantee:

Keystone Ridge Homeowners' Association,

a Missouri non-profit corporation

Grantee's Address:

16091 Swingley Ridge Road, Suite 300

Chesterfield, Missouri 63017

Legal Description:

See Exhibit A attached hereto

References:

Book 6839 Page 244

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Amendment. In the event of a conflict between the provisions of the attached Amendment and the provisions of this cover page, the attached First Amendment shall prevail and control.

## FIRST AMENDMENT TO KEYSTONE RIDGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This FIRST AMENDMENT TO KEYSTONE RIDGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made and entered into as of the 10<sup>TH</sup> day of 12 CENTRE, 2018, by McBRIDE KEYSTONE RIDGE, LLC, a Missouri limited liability company ("McBride"), for the benefit of the KEYSTONE RIDGE HOMEOWNERS' ASSOCIATION, a Missouri nonprofit corporation, whose address is 16091 Swingley Ridge Road, Suite 300, Chesterfield, MO 63017 ("Grantee").

WHEREAS, the Keystone Ridge Declaration of Covenants, Conditions and Restrictions recorded in Book 6839 Page 244 in the St. Charles County, Missouri Records, ("**Declaration**") governs a community located in St. Charles County, Missouri commonly known as "Keystone Ridge" and more particularly described in the Declaration and on <u>Exhibit A</u> attached hereto;

WHEREAS, Section 1(i) of the Declaration defines the "Declarant" as McBride;

WHEREAS, Section 12(c) of the Declaration provides that Declarant may unilaterally amend the Declaration so long as Declarant owns a Lot;

WHEREAS, McBride currently owns a Lot; and

WHEREAS, McBride, as Declarant, desires to amend the Declaration as set forth below.

**NOW, THEREFORE,** in consideration of the premises and of the mutual promises, covenants and agreements contained in the Declaration, and pursuant to the right, power and authority of Declarant thereunder, Declarant declares the following:

- 1. All capitalized terms used herein and in the Recitals above and not otherwise defined herein shall have the meaning ascribed to them in the Declaration.
- 2. The Recitals set forth above are true and accurate and are incorporated herein and made a material part of this Amendment.
- 3. The Declaration is amended such that <u>Section 10(a)(v)</u> shall be deleted in its entirety and replaced with the following:

"No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Property, except that no more than three dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited. All pets shall be contained on the Lot and shall be on leashes when in Common Properties. Owners must diligently remove and properly dispose of pet waste from their Lot and the Common Properties."

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4. The Declaration is amended such that <u>Section 10(a)(xxiv)</u> shall be deleted in its entirety and replaced with the following:

"With the consent of the Directors, bird baths and fountains are allowed to be placed upon an exterior portion of a Lot. No other kind of yard appurtenances such as sculptures, lawn ornaments or similar personal property items or fixtures shall be placed upon any portion of a Lot."

5. Except as specifically modified in this Amendment, the Declaration shall remain unchanged and is fully ratified and affirmed in all respects by the parties and remains in full force and effect. In the event of any inconsistency or conflict between this Amendment and the Declaration, this Amendment shall control. This Amendment shall be binding upon the Declarant, the Association and all Owners and their heirs, successors and assigns and shall be binding upon the Property and run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Amendment the day and year first above written.

DECLARANT:

McBRIDE KEYSTONE RIDGE, LLC

a Missouri limited liability company By: McBride & Son Acquisitions, LLC, Managing Member

By. / / / Jeannie M. Aumiller, Authorized Agent

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STATE OF MISSOURI	)	
	)	SS
COUNTY OF ST. LOUIS	)	

On this 10th day of 10th Mole , in the year 2018, before me personally appeared Jeannie M. Aumiller, Authorized Agent of McBride & Son Acquisitions, LLC, the Managing Member of McBride Keystone Ridge, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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 above written.

Notary Public

My commission expires: 16-30-2021

COBERN WYATT NYE
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 17597506
My Commission Expires 10-30-2021

## EXHIBIT A LEGAL DESCRIPTION

Lots 1 through 83 of Keystone Ridge, a subdivision in St. Charles County, Missouri, according to Plat Book 49 Page 332 of the St. Charles County Records.