

AMENDMENT
TO
INDENTURE OF RESTRICTIONS
OF
COUNTRYLANE WOODS II

This amendment [the "Amendment"] to Indenture of Restrictions of Countrylane Woods II [the "Indenture"] recorded in Book 6738 at Page 972 of the St. Louis County, Missouri Records, made pursuant to Section 7 of Article VI of said Indenture,

WITNESSETH:

1] The Indenture is amended by changing the words and figures "One Hundred Forty-four Dollars (\$144.00)" in line 2 of subsection 2(a), and lines 8 and 9 of Subsection 2(b) of Article IV, to "Two Hundred Fifty Dollars (\$250.00)."

2] "Agreement" of even date herewith executed by RGB Construction Company, North County Realty and Development Company, all of the present trustees under the Indenture, Fred Kemp, and by all of the present trustees under Indenture of Restrictions recorded in Book 7283 at Page 2090 (the Apartment Indenture") applicable to Waterford West Apartments, is hereby confirmed, ratified and approved by signatories hereto.

3] This Amendment shall become effective and bind all the successors, heirs and assigns of the undersigned, when, as, and if, not less than one-third (1/3) of the lot owners [in the aggregate and not necessarily of each subdivision] in Countrylane Woods II, plats 1, 2-A, 2-B, 3, 4, 5 and 6 thereof have approved same, and when the Amendment shall have been approved by North County Realty and Development Company and by the Director of Planning of St. Louis County. The aforesaid lot owners of Countrylane Woods II may execute their respective approvals by separate duly executed counterpart approvals.

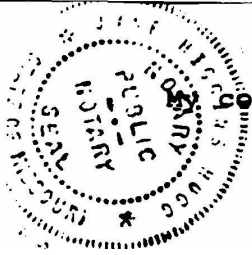
4] The Indenture is amended by adding the following sentence to the end of Article VI, section 7:

"Notwithstanding anything to the contrary in this section 7 of Article VI, consent of NORTH COUNTY REALTY AND DEVELOPMENT COMPANY shall not be required to modify, amend or discontinue, in whole or in part. Article III, Trustees' Duties and Powers; and Article V, Restrictions, of this Indenture of Trust and Restrictions In addition, the foregoing North County Realty and Development Company agrees not to unreasonably withhold its consent to modifications, amendments, or discontinuances, in whole or in part, to and of the provisions of Article IV, Assessments, Provided that nothing herein shall be deemed to authorize any increase in the limitation on assessments, without the prior written consent of North County Realty and Development Company in its sole discretion, in respect of Platted Apartments and Unplatted Apartments provided for in a certain Agreement of even date herewith between the Trustees under these Countrylane Restrictions and the Trustees under Indenture of Restrictions recorded October 10, 1980, in Book 7283 at Page 2090.

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duly sworn, did say that he is the President of North County Realty and Development Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and 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 in the County and State aforesaid, the day and year first above written.



Jane Higgins Hogg
Notary Public JANE HIGGINS HOGG

commission expires: JUNE 27, 1989

STATE OF MISSOURI }
County of St. Louis }

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument or writing was filed for record in my office on the 12 day of February AD. 1986 at 10:45 o'clock AM and is truly recorded in Book 286 Page 2158

Witness my hand and official seal on the day and year aforesaid.


Recorder of Deeds

Recorder

COUNTY OF ST. LOUIS
STATE OF MISSOURI
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RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.