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INSTRUMENT NUMBER:
2008E0030044

**SECOND AMENDMENT TO THE DECLARATION OF
CONDOMINIUM**

ONE PARK PLACE TOWER CONDOMINIUM

Grantor: One Park Place Investors

Grantee: N/A

Legal Description: All that property described on **Exhibit "A"** attached hereto and incorporated herein.

Date: MARCH 11, 2008

Reference: Document No. 2007E0015155
Document No. 2007E0138804

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM ONE PARK PLACE TOWER CONDOMINIUM

THIS SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR ONE PARK PLACE TOWER CONDOMINIUM is made as of this 11 day of MARCH, ~~2007~~ 2008, pursuant to Sections 448.1-101 to 448.4-120, inclusive, Revised Statutes of Missouri and amendments thereto (the "Act"), commonly known as the Uniform Condominium Act of the State of Missouri by One Park Place Investors LLC, (the "Declarant").

WHEREAS, Declarant has filed its Declaration of Condominium on February 2, 2007, recorded as Document No. 2007E0015155 (the "Declaration"); and

WHEREAS, Declarant filed the First Amendment to the Declaration of Condominium on October 26, 2007, as Document No. 2007E0138804 (the "First Amendment"); and

WHEREAS, Declarant is authorized under Section 17.02 of the Declaration to amend the Declaration and that such right to amend has not expired since, as of the date of execution hereof, Declarant has not sold 75 percent of the Units, has not ceased offering units for sale, the period to exercise development rights has not expired, and Declarant has not delivered written notice of surrender of the Declarant Control Period to any party pursuant to Section 1.15 of the Declaration; and

WHEREAS, Declarant desires to exercise its rights to amend the Declaration for the purpose of clarifying the rights of Unit Owners related to Limited Common Elements appurtenant to each Unit; and

NOW, THEREFORE, DECLARANT HEREBY declares that the Declaration of Condominium shall be amended as follows and shall be held, conveyed, mortgaged, encumbered, leased, used, occupied and improved, subject to the following described limitations, covenants, obligations, restrictions, conditions, reservations, subdivisions, easements, liens, charges, and assessments, all of which are established in order to carry out a general plan for the development, improvement and sale of residential units, pursuant to the Act and each of which shall constitute covenants running with the land and shall bind and inure to the benefit of the Declarant, each Owner of a Unit, and all parties who now have or may hereafter acquire any right, title or interest in the Condominium or any part of the Condominium, whether as sole owners, joint owners, tenants by the entireties, tenants-in-common, or otherwise, as well as their respective heirs, successors, executors, administrators and assigns.

A. Declarant hereby amends Section 1.38 (c) to read as follows:

Section 1.38. "Unit" or "Units" shall mean those portions of the Condominium not owned in common with other Owners, as more specifically described in the notes to the Plat and all amendments to the Plat, together with the other rights, titles, interests and estates described in this Declaration. Each individual Unit shall include:

(c) exclusive easements in, over, under, across and through those areas within those Common Elements designated as Limited Common Elements on the Plat or designated as Limited Common Elements in this Declaration or as shown on the drawing of the underground parking area attached hereto as Attachment 1.

B. Declarant further amends Section 3.06 to read as follows:

Section 3.06. **Exclusiveness of Ownership.** Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements and Limited Common Elements in accordance with the purposes for which they are intended, but only without hindering or encroaching upon the lawful rights of the other Owners. An Owner may transfer any interest in any Limited Common Element, specifically any parking space, upon sale of the Unit.

Except as specifically set forth herein, all other terms and provisions of the Declaration of condominium and the First Amendment shall remain in full force and effect.

The remainder of the page has been intentionally left blank.

IN WITNESS WHEREOF, the undersigned have set forth his hand this 11 day of March, 2008, for and on behalf of the Declarant as its duly authorized officer.

ONE PARK PLACE INVESTORS, LLC,
a Delaware limited liability company

By: ONE PARK PLACE DEVELOPMENT,
a Delaware limited liability company
its Managing Member

By: WDF KANSAS CITY, LLC.,
a Delaware limited liability company
its Managing Member

By: William D. Foote
Name: William D. Foote
Title: Managing Member

STATE OF California)
COUNTY OF Orange) ss.

On this 11th day of MARCH, 2008, before me personally appeared William D. Foote, to me personally known, who being by me duly sworn did say that he is the managing member of One Park Place Investors, LLC, a limited liability company, that said instrument was signed and delivered in behalf of said One Park Place Investors, LLC; and HE acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Virginia H. Cook
NOTARY PUBLIC

My Commission Expires:
8/21/10

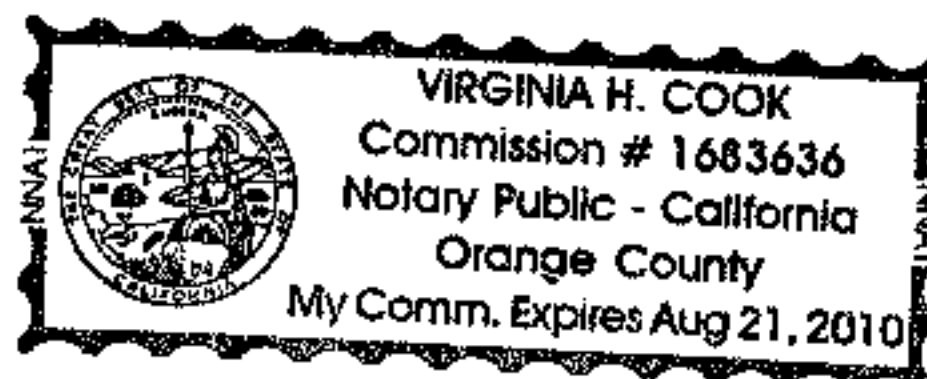


EXHIBIT “A” TO DECLARATION

Property Legal Description

One Park Place Tower Condominium, a condominium subdivision in Kansas City, Jackson County, Missouri.

ATTACHMENT 1

PARKING PLAN

