

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
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INSTRUMENT NUMBER/BOOK & PAGE:

2010E0125903

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

Date: December 2, 2010

Name of Document: Third Amendment To The Declaration Of Condominium One Park Place Tower Condominium

Grantors:
(For purposes of this cover sheet only) One Park Place Tower Condominium Association, Park Place KC, LLC, PPKC One, LLC, PPKC Two, LLC; Jon Klestinec and Maria Klestinec R. Dale Hensley, Heather Oberrieder, Richard P. Jost, Barbara A. Braznell, Nanette Zeysing, Robert Zeysing, F. Robert Bramlage and Canpartners Realty Holding Company IV LLC.

Grantors' Address: c/o One Park Place Tower Condominium Association
700 West 31st Street, Kansas City, Missouri 64108

Grantees:
(For purposes of this cover sheet only) One Park Place Tower Condominium Association, Park Place KC, LLC, PPKC One, LLC, PPKC Two, LLC; Jon Klestinec, Maria Klestinec, R. Dale Hensley, Heather Oberrieder, Richard P. Jost, Barbara A. Braznell, Nanette Zeysing, Robert Zeysing, F. Robert Bramlage, Bernard Hurley, Earl & Joan Adam, Douglas Harper and Suelyn Hall, Dan & Stacey Hoffman, Jonathan & Gretchen McGraw, Michael G. Cillessen Trust, Kristopher S. Flint & Mira E. Kuehnle, Anna Lou Micek Trust, Penthouse One, LLC, Donald L. & Kathryn E. Edwards, Steve & Linette Schulz, John A. Ruhl, Larry & Cynthia Eisenhauer, David R. Smith, Fr. James Ludwikoski, Greg Julian, Rose Jane Chu, Huston and Megan Wyeth, and all other persons owning part of Lot 1, One Park Place Tower Condominium, A Condominium Subdivision in Kansas City, Jackson County, Missouri.

Grantees' Address: c/o One Park Place Tower Condominium Association
700 West 31st Street, Kansas City, Missouri 64108

Legal Description: Lot 1, One Park Place Tower Condominium, A Condominium Subdivision In Kansas City, Jackson County, Missouri; See page 1.

Cross Reference: Instrument Nos. 2007E0015155, 2007E0138804, 2008E0030044.

Please return recorded document to:
Deborah Polk
Armstrong Teasdale LLP
2345 Grand Blvd., Suite 2000
Kansas City, MO 64108

**THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM
ONE PARK PLACE TOWER CONDOMINIUM**

THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR ONE PARK PLACE TOWER CONDOMINIUM is made as of this 2nd day of December, 2010, 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 the One Park Place Tower Condominium Association (the "*Association*").

WHEREAS, the Declaration of Condominium for One Park Place Tower Condominium dated January 18, 2007 was recorded February 2, 2007 as Instrument Number 2007E0015155 in the Official Records of Jackson County, State of Missouri ("**Original Declaration**"), and was amended by that certain First Amendment to the Declaration of Condominium for One Park Place Tower Condominium dated October 24, 2007 and recorded on October 26, 2007 as Instrument Number 2007E0138804 Official Records of Jackson County, State of Missouri ("**First Amendment**"), and was further amended by that certain Second Amendment to the Declaration of Condominium for One Park Place Tower Condominium dated March 11, 2008 and recorded on March 19, 2008 as Instrument Number 2008E0030044 Official Records of Jackson County, State of Missouri ("**Second Amendment**") (the Original Declaration as amended by the First Amendment and the Second Amendment, the "**Declaration**") in connection with the property legally described as LOT 1, ONE PARK PLACE TOWER CONDOMINIUM, A CONDOMINIUM SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI; and

WHEREAS, this Third Amendment is being made pursuant to Section 17.01 of the Declaration and Section 448.2-117 of the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120 of the Revised Statutes of Missouri, as amended (the "*Act*"); and

NOW, THEREFORE, THIS THIRD AMENDMENT HAS BEEN APPROVED BY PREREQUISITE MEMBERS AND MORTGAGEES WHO HEREBY declare that the Declaration 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.

1 Section 1.15(c) of the Declaration is amended by deleting "Three (3) years" and substituting in lieu thereof "Two (2) years".

2 Section 1.28 of the Declaration is amended by deleting “;provided, however, that in the case of a land trust, “Person” refers to the beneficiary of the trust rather than to the trust itself or to the trustee” so that Section 1.28 after amendment shall read as follows:

Section 1.28. “Person” shall mean any natural person, trust, partnership, corporation, limited liability company, estate, business trust, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

3 The first phrase of the third sentence of Section 3.05 of the Declaration is amended by adding “of the Members of the Association” at its end. After amendment such first phrase of the third sentence shall read as follows: “Not less than ten (10) days nor more than sixty (60) days in advance of any meeting of the Members of Association, . . .”.

4 Section 3.06 of the Declaration is amended as follows:

a. The second sentence of Sections 3.06 of the Declaration is amended to read in its entirety as follows: “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; provided further that such use is in accordance with the Rules and Regulations established by the Board for the use thereof.”

b. The following sentence is inserted into Section 3.06 directly after the end of second sentence: “The Rules and Regulations may include but are not limited to reasonable limitations on the use of the recreational facilities.”

5 The first sentence of Section 4.01(a) is deleted and substituted in lieu thereof is the following: “Each Unit not owned by the Declarant (or its affiliates) shall be occupied only by the Owners, tenants, and their immediate family members and/or domestic partners.”

6 Article IV of the Declaration is amended to add the following new Section 4.05

Section 4.05. **Annex Garage**. If the Association enters into an easement agreement with Declarant for the use of a portion of the annex garage, drives and related improvements on Lot 2, One Park Place, a subdivision in Kansas City, Jackson County, Missouri, all such uses shall be in strict accordance with the terms and conditions of such agreement.

7 Section 5.04 of the Declaration is amended by deleting subsection (c) and substituting in lieu thereof the following:

(c) To hire and terminate managing agents, and other employees, agents, and independent contractors, including

property managers or property management companies as manager of the Condominium and Common Elements; and to delegate such of its powers to such persons as may be required for proper maintenance and operation of the Condominium and Common Elements.

8 Section 5.05(a) of the Declaration is deleted in its entity and substituted in lieu thereof is the following:

- (a) The Association shall obtain and maintain at all times, to the extent reasonably available, property insurance on the Common Elements and the Association Insured Unit Property, insuring against all risks of direct physical loss commonly insured against in the Kansas City metropolitan area, including fire and extended coverage perils and earthquake perils, and in such reasonable amounts as any Mortgagee has notified the Association, in writing, that it requires, or in such amounts as hereafter customarily covered with respect to such property similar in construction, design, location, and use to that of the Condominium provided that in no event shall the policy be in an amount less than ninety percent (90%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, foundations, excavations and other items normally excluded from property coverage. For purposes of this Section 5.05, the "Association Insured Unit Property" shall mean with respect to the horizontal boundaries of a Unit, the interior surface of the lath, furring, wallboard, plasterboard, concrete or other similar surface of the perimeter walls of such Unit, as applicable, with respect to the vertical boundaries of a Unit, the concrete slab of the ceiling and the concrete slab of the floor, and all exterior doors and windows of such Unit but excluding all Unit Owner Insured Property (defined below).

9 Section 5.05(b) of the Declaration is deleted in its entity and substituted in lieu thereof is the following:

- (b) Not later than the time of the first conveyance of a Unit to a Person other than the Declarant, the Association shall obtain and maintain at all times, to the extent reasonably available, a comprehensive policy or policies of public liability insurance, including medical payments insurance, covering the Common Elements as well as all death, bodily injury and property damage arising out of or in connection with the Common Elements and their ownership, use and maintenance. Such policy or policies shall be in a base amount deemed sufficient by the Association or in such

amounts as reasonably required by any Mortgage provided such Mortgagee has notified the Association, in writing, of such requirement; provided further that in no event shall the amount of liability insurance required under this subsection together with the amount of all umbrella coverages be less than \$25 million.

10 Section 5.05(d) of the Declaration is deleted in its entity and substituted in lieu thereof is the following::

(d) *Unit Owner Insurance.*

- i. The Association shall not be responsible for the liability of any Owner not caused by or connected with the Association's operation or maintenance of the Common Elements. Each Owner shall obtain additional insurance at such Owner's own expense for the Owner's own benefit.
- ii. Each Unit Owner shall obtain and maintain at all times property insurance on the Unit Owner Insured Property, insuring against all risks of direct physical loss commonly insured against in the Kansas City metropolitan area, including fire and extended coverage perils, and in such amounts as customarily covered with respect to such property similar in construction, design, location, and use to that of the applicable Unit. Such property insurance shall insure Unit Owner Insured Property. For the purposes of this Section 5.05, "Unit Owner Insured Property" means all of the Unit, other than the Association Insured Unit Property, which Unit Owner Insured Property shall include but not be limited to all paneling, tiles, wallpaper, wall coverings, paint, window coverings, furnished flooring, floor coverings, and any other materials constituting any part of the finished surfaces thereof and all interior doors, all fixtures, all personal property, all other improvements in the Unit and all Limited Common Elements of such Unit except for exterior doors, exterior windows and parking. The Unit Owner Insured Property may be further detailed in the Rules and Regulations.
- iii. All Owners must carry casualty and public liability insurance coverage covering the Unit Owner Insured Property as well as full replacement value for damage to Common Elements or other Units.

iv. Owners' insurance must include a water and sewer backup or similar rider.

v. Each Owner must furnish a copy of such Owner's insurance policies to the Association on an annual basis within ten (10) days of issuance or renewal, as the case may be.

vi. Each Owner shall ensure that the Association is named as an additional insured on all policies required hereunder.

vii. All such coverages are specifically made the responsibility of each Owner.

viii. Notwithstanding the foregoing, all insurance policies maintained by the Association shall provide that the failure of an Owner to obtain insurance shall not result in a denial of or decrease in recovery under the Association's policies.

11 Section 5.05 of the Declaration is amended by adding the new sections (f), (g), (h), (i) and (j) below:

- (f) The Association may also obtain and maintain, from time to time, other insurance coverages covering such other risks as may be Approved by the Board as the Board in its discretion shall deem appropriate and consistent with responsible business practice to the extent available at commercially reasonable rates.
- (g) All policies of such insurance whether obtained by the Association or a Unit Owner shall be issued by responsible insurance companies authorized to do business in the State.
- (h) The insurance obtained by the Association may be in blanket policy form and shall be issued in the name of the Association for the benefit of the Owners and all Mortgagees, as their interests may appear. The loss payable clause shall be in favor of the Association as trustee for each Owner and his Mortgagee and Mortgagees, if any.
- (i) All policies obtained by the Association must provide that they may not be canceled or not renewed by the insurer,

without at least thirty (30) days prior written notice (or the maximum number of days of notice less than thirty (30) which is reasonably possible for the Association to obtain in the policy) to the Association and all Mortgagees to whom a certificate of insurance has been issued at their respective last known address.

- (j) The Board, upon request of any Owner or Mortgagee, shall request the insurer to furnish then current certificates of insurance to such Owner or Mortgagee.

12 Section 5.09 of the Declaration is amended by adding the following as subsection (c):

- (c) Notwithstanding the above, the Association may, prior to the creation of the Master Association, enter into an agreement directly with Declarant for the use of a portion of the annex garage. The Association shall ensure that all uses of such annex garage and the payment of all costs and expenses relating thereto shall be in accordance with such agreement.

13 Section 7.01 of the Declaration is amended by adding at the end of the fifth sentence the following: "unless such interest is waived by the Board, in its reasonable discretion."

14 The first sentence of Section 13.05(a) of the Declaration is amended by deleting "seventy-five percent (75%)" and substituting in lieu thereof "eighty percent (80%)" and by deleting "fifty-one percent (51%)" and substituting in lieu thereof "eighty percent (80%)".

15 The first phrase of the first sentence of Section 14.05 of the Declaration is amended by deleting such phrase and substituting in lieu thereof:

In addition to the requirements of Section 17.01 of this Declaration, in the event there is a Mortgage on any Unit at the time of any proposed amendment to the Declaration that changes the boundaries of such Unit or the Common Element Interests percentage of such Unit set forth on Exhibit B,

With the remainder of Section 14.05 unchanged.

16 The title to Section 14.10 and Section 14.10(a) of the Declaration is amended as follows:

1. Deletion of "to Fremont" in the second phrase of the first sentence of Section 14.10(a).

2. Deletion of each reference to "Fremont Investment & Loan, a California industrial bank" and substitution in lieu thereof "Canpartners Realty Holding Company IV LLC."

3. Deletion of each reference to "Fremont" and substitution in lieu thereof "Declarant Lender."

4. Deletion of each reference to "Fremont Loan" and substitution in lieu thereof "Declarant Lender Loan."

17 Section 14.10(b) of the Declaration is amended by deleting Section 14.10(b) in its entirety and substituting in lieu thereof the following:

(b) Declarant Lender is deemed a "Mortgagee" as of the date of the Declaration and all notices to Declarant Lender shall be provided to:

If to Lender Canpartners Realty Holding Company IV LLC
 c/o Canyon Capital Realty Advisors LLC
 2000 Avenue of the Stars, 11th Floor
 Los Angeles, California 90067
 Attn.: Mr. K. Robert Turner
 Mr. Jonathan P. Roth
 Facsimile: (310) 272-1501

With a copy to: Canpartners Realty Holding Company IV LLC
 c/o Canyon Capital Realty Advisors LLC
 2000 Avenue of the Stars, 11th Floor
 Los Angeles, California 90067
 Attn.: Head of Asset Management
 Facsimile: (310) 272-1501

With a copy to: Sidley Austin LLP
 555 West Fifth Street, 40th Floor
 Los Angeles, California 90013
 Attn.: Bruce W. Fraser, Esq.
 Facsimile: (213) 896-6600

18 Section 14.12 of the Declaration is amended by deleting each reference to "Fremont" and substituting in lieu thereof "Declarant Lender."

19 Exhibit "B" to the Declaration, Common Element Interest and Comment Element Liability, as revised by the First Amendment, is further amended to modify the unit interest of Unit 2001 from 03.53309 to 03.53330.

20 The Declaration as amended hereby shall continue in full force and effect.

This Third Amendment was approved by the Owners of 85.2656867574% of all Units in the Association at a Unit Owners meeting held on November 3, 2010, after proper notice, and is executed by the Owners of 84.700341113% of all Units in the Association. The Board of Directors of the Association approved this Third Amendment at its meeting held on November 8, 2010, after proper notice, and the President of the Association is duly authorized to execute this Third Amendment.

[The remainder of this page is left intentionally left blank.]

THIS THIRD AMENDMENT is approved by the prerequisite Members and Mortgagees as of the date first set forth above and is hereby executed by the President of the One Park Place Tower Condominium Association pursuant to the Declarations and the Bylaws.

**ONE PARK PLACE TOWER CONDOMINIUM
ASSOCIATION**

By: 
Christine Kemper, President

STATE OF MISSOURI

SS

COUNTY OF JACKSON

On this 9 day of November, 2010, before me, Carrie Bartlow
a Notary Public in and for the State of Missouri, personally appeared Christine Kemper,
President of the One Park Place Tower Association, personally known to me (or proved on the
basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same in her authorized capacity, and
that by her signature on the instrument the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the
foregoing paragraph is true and correct. WITNESS my hand and official seal

Carrie Lynn Bartlow Clay County MO.
Notary for Said County and State

My commission expires

6/23/2014



CARRIE LYNN BARTLOW
My Commission Expires
June 23, 2014
Clay County
Commission #10988592

THIS THIRD AMENDMENT is approved by the following Unit Owner of the Units set forth below as of November 3, 2010.

UNIT NOS.

UNIT OWNER

201, 203, 301, 304, 305, 306,
307, 308, 405, 501, 502, 505,
506, 507, 508, 601, 602, 603,
604, 605, 606, 607, 608, 700,
801, 802, 804, 805, 806, 901,
902, 903, 904, 905, 906, 1001,
1005, 1006, 1101, 1104, 1105,
1106, 1201, 1202, 1203, 1204,
1205, 1206, 1401, 1404, 1405,
1406, 1501, 1502, 1503, 1504,
1505, 1506, 1601, 1602, 1603,
1604, 1701, 1702, 1703, 1704,
1803, 1804, 1901 and 2001

PARK PLACE KC, LLC

By: *M. Palma*
Authorized Person

Print Name: MARIA TERESA S. PALMA

STATE OF California

SS

COUNTY OF San Mateo

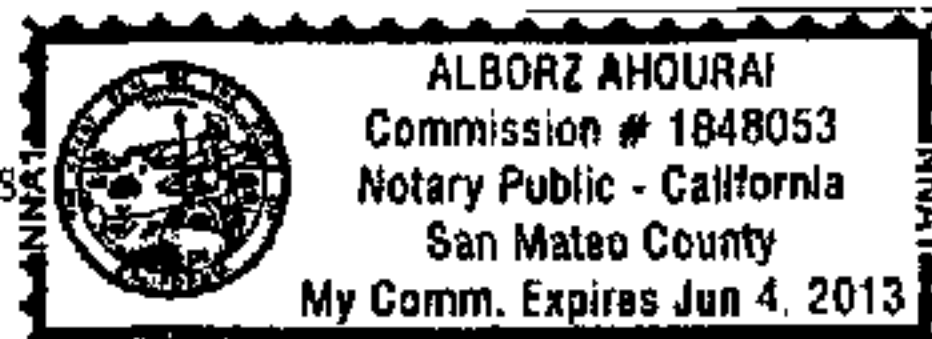
On this 8th day of November, 2010, before me, a Notary Public in and for said State, personally appeared MARIA TERESA S. PALMA, an authorized person of Park Place KC, LLC, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed above and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal

Alborz Ahourai

Notary Public

My Commission Expires



Notary / Witnessing Service Provided By

The UPS Store
#4153

1098 Foster City Blvd., Suite #106
Foster City, CA 94404
Phone: (650) 341-4000 Fax: (650) 341-5005
www.theupsstorelocal.com/4153

THIS THIRD AMENDMENT is approved by the following Unit Owners for the Unit set forth below as of November 3, 2010.

UNIT NO.

204

UNIT OWNER

[Signature]
Signature

[Signature]
Signature

Print Name: Jon Kestinec

Print Name: MARIA KESTINEC

STATE OF MISSOURI

SS

COUNTY OF JACKSON

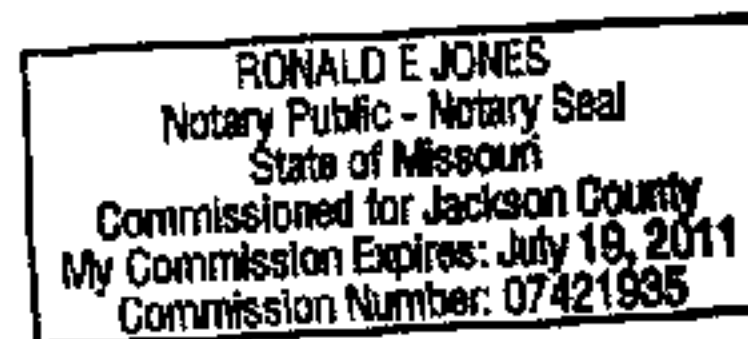
On this 3rd day of November, 2010, before me personally appeared Jon KESTINEC and MARIA KESTINEC, husband and wife, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

[Signature]
Notary Public

My Commission Expires:

7-19-2011



THIS THIRD AMENDMENT is approved by the following Unit Owner of the Unit set forth below as of November 3, 2010.

UNIT NO.

205

UNIT OWNER

Signature

Print Name:

R. DALE HEUSLEY

STATE OF MISSOURI

SS

COUNTY OF JACKSON

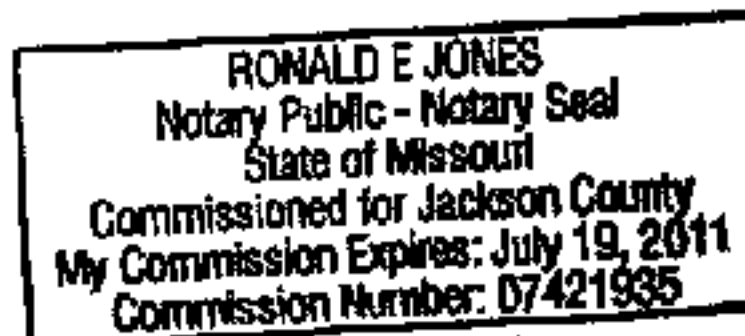
On this 3rd day of November, 2010, before me personally appeared R. DALE HEUSLEY to me known to be the person who executed the foregoing instrument, and acknowledged that s/he executed the same as her/his free act and deed.

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.

Ronald E. Jones
Notary Public

My Commission Expires:

7-19-2011

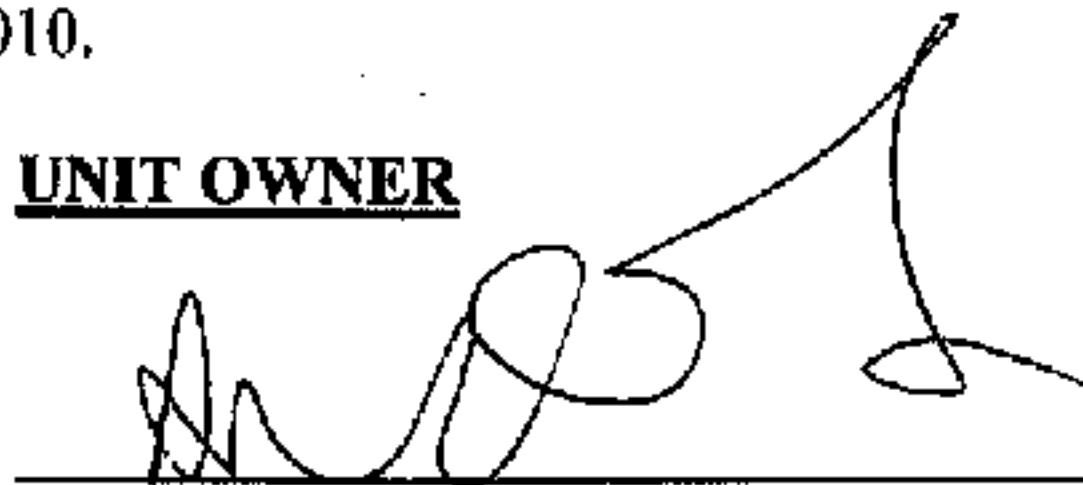


THIS THIRD AMENDMENT is approved by the following Unit Owner of the Unit set forth below as of November 3, 2010.

UNIT NO.

402

UNIT OWNER



Signature

Print Name:

Heather Oberrieder

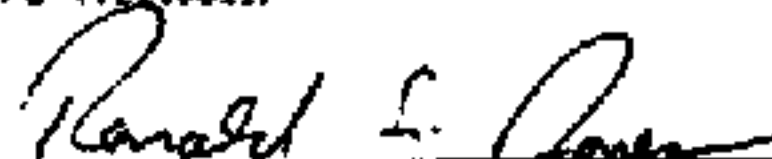
STATE OF MISSOURI

SS

COUNTY OF JACKSON

On this 3rd day of November, 2010, before me personally appeared HEATHER OBERRIEDER to me known to be the person who executed the foregoing instrument, and acknowledged that s/he executed the same as her/his free act and deed.

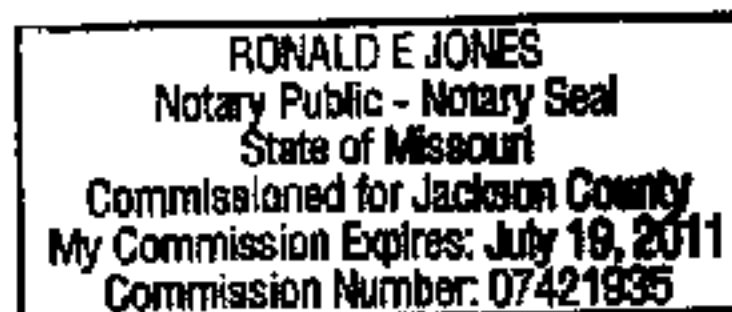
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

7-19-2011



THIS THIRD AMENDMENT is approved by the following Unit Owner of the Unit set forth below as of November 3, 2010.

UNIT NO.

504

UNIT OWNER

Signature

Print Name:

RICHARD P. JOST

STATE OF MISSOURI

SS

COUNTY OF JACKSON

On this 3rd day of November, 2010, before me personally appeared Richard P. Jost to me known to be the person who executed the foregoing instrument, and acknowledged that s/he executed the same as her/his free act and deed.

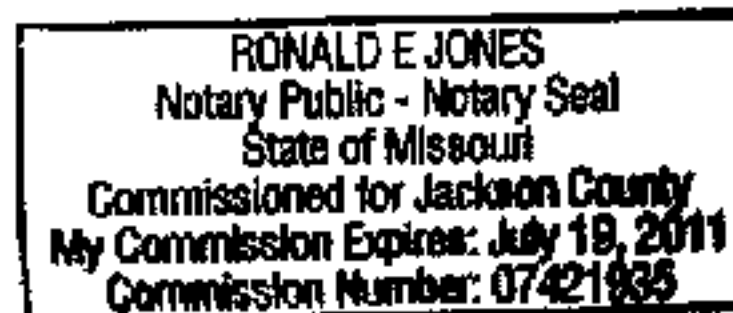
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ronald E. Jones

Notary Public

My Commission Expires:

7-19-2011



THIS THIRD AMENDMENT is approved by the following Unit Owner of the Unit set forth below as of November 3, 2010.

UNIT NO.

803

UNIT OWNER

Barbara A. Braznell
Signature

Print Name:

Barbara A. Braznell

STATE OF MISSOURI

SS

COUNTY OF JACKSON

On this 3rd day of November, 2010, before me personally appeared Barbara A. Braznell to me known to be the person who executed the foregoing instrument, and acknowledged that s/he executed the same as her/his free act and deed.

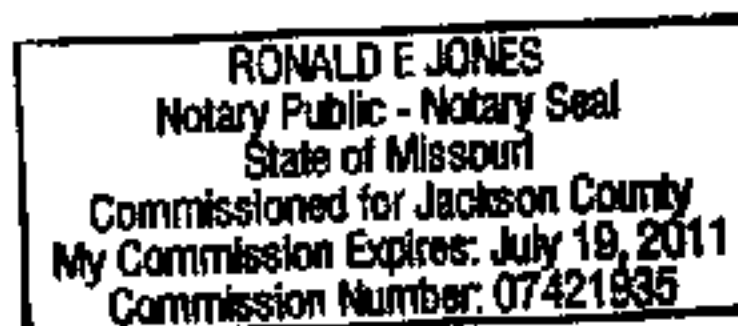
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ronald E. Jones

Notary Public

My Commission Expires:

7-19-2011



THIS THIRD AMENDMENT is approved by the following Unit Owner of the Unit set forth below as of November 3, 2010.

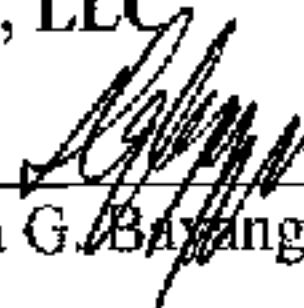
UNIT NO.

1105

UNIT OWNER

PPKC ONE, LLC

By: _____


Dinna G. Bayangos - Authorized Person

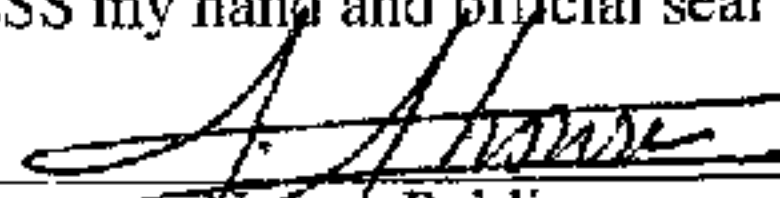
STATE OF California

COUNTY OF San Mateo

SS

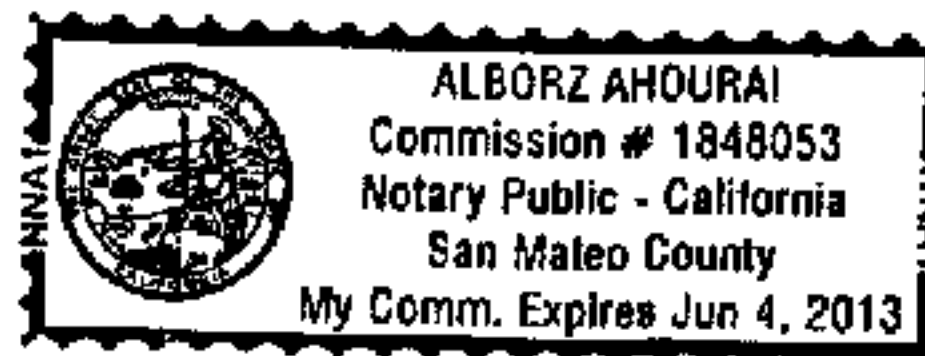
On this 8th day of November, 2010, before me, a Notary Public in and for said State, personally appeared Dinna G. Bayangos, an authorized person of PPKC One, LLC, ~~personally known to me~~ (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed above and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal



Notary Public

My Commission Expires:



Notary / Witnessing Service Provided By

The UPS Store
#4153
1098 Foster City Blvd., Suite #106
Foster City, CA 94404
Phone: (650) 341-4000 Fax: (650) 341-5005
www.theupsstorelocal.com/4153

THIS THIRD AMENDMENT is approved by the following Unit Owner for the Unit set forth below as of November 3, 2010.

UNIT NO.

1106

UNIT OWNER

PPKC TWO, LLC

By:

M. S. Palma

Maria Teresa S. Palma - Authorized Person

STATE OF California

SS

COUNTY OF San Mateo

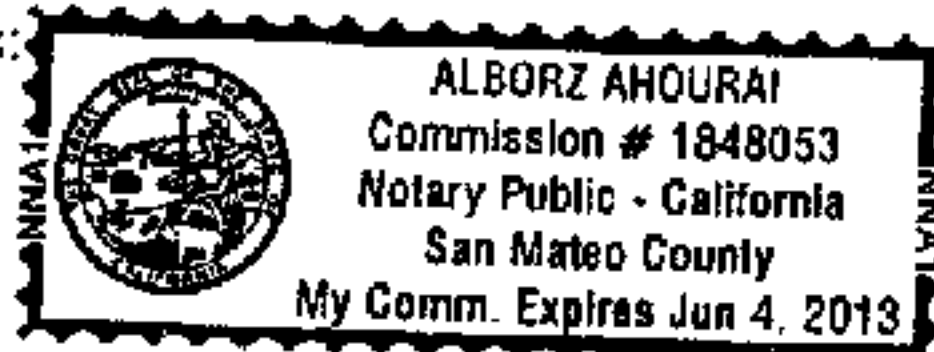
On this 8th day of November, 2010, before me, a Notary Public in and for said State, personally appeared Maria Teresa S. Palma, an authorized person of PPKC Two, LLC, ~~personally known to me~~ (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed above and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal

[Signature]

Notary Public

My Commission Expires:



Notary / Witnessing Service Provided By

The UPS Store
#4153

1098 Foster City Blvd., Suite #106
Foster City, CA 94404
Phone: (650) 341-4000 Fax: (650) 341-5005
www.theupsstorelocal.com/4153

THIS THIRD AMENDMENT is approved by the following Unit Owners for the Unit set forth below as of November 3, 2010.

UNIT NO.

UNIT OWNER

1402

1801

1802

Nanette Zeysing
Signature

Robert M. Zeysing
Signature

Print Name: NANETTE ZEYSING

Print Name: Robert Zeysing

STATE OF MISSOURI

SS

COUNTY OF JACKSON

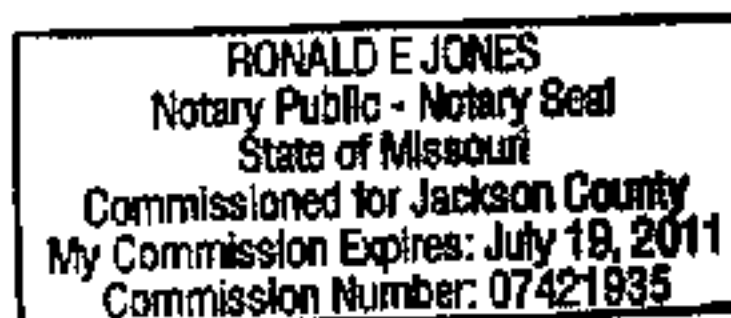
On this 3rd day of November, 2010, before me personally appeared NANETTE ZEYSING and ROBERT ZEYSING, husband and wife, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Ronald E. Jones
Notary Public

My Commission Expires:

7-19-2011



THIS THIRD AMENDMENT is approved by the following Unit Owner of the Unit set forth below as of November 3, 2010.

UNIT NO.

1403

UNIT OWNER

F. Robert Bramlage
Signature

Print Name: F. ROBERT BRAMLAGE

STATE OF MISSOURI

SS

COUNTY OF JACKSON

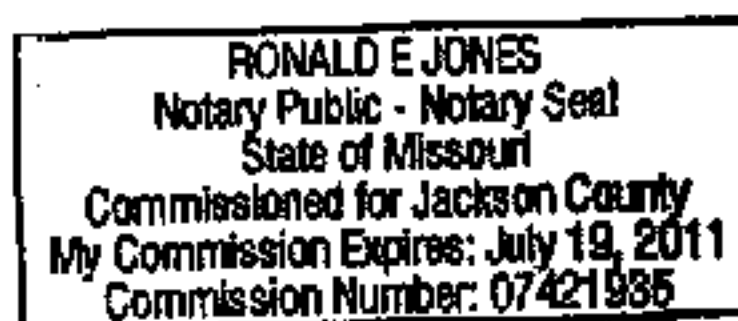
On this 3rd day of November, 2010, before me personally appeared F. Robert Bramlage to me known to be the person who executed the foregoing instrument, and acknowledged that s/he executed the same as her/his free act and deed.

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.

Ronald E. Jones
Notary Public

My Commission Expires:

7-19-2011



THIS THIRD AMENDMENT is has been approved by the prerequisite Members and Mortgagees as of the date first set forth above and is hereby executed by the President of the One Park Place Tower Condominium Association pursuant to the Declarations and the Bylaws.

ELIGIBLE MORTGAGEE REPRESENTING AT LEAST FIFTY-ONE PERCENT (51%) OF THE VOTES OF UNITS SUBJECT TO MORTGAGES "

CANPARTNERS REALTY HOLDING COMPANY IV LLC,
a Delaware limited liability company

By: Canyon Capital Realty Advisors LLC,
a Delaware limited liability company
member

By: [Signature]
Name: Robert Turner
Title: Managing Partner

STATE OF California)
COUNTY OF Los Angeles) ss.

On December 2, 2010, before me,
Bethlene Marie Pangoast, a Notary Public, personally appeared
Robert Turner, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within
instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Bethlene Marie Pangoast
Notary for Said County and State

My commission expires



**ACKNOWLEDGMENT AND AGREEMENT
RELATING TO
THIRD AMENDMENT TO DECLARATION**

PARK PLACE KC, LLC, a Delaware limited liability company, the successor Declarant to the original Declarant, One Park Place Investors, LLC, a Delaware limited liability company, under the One Park Place Tower Condominium dated January 18, 2007, recorded February 2, 2007 as Instrument Number 2007E0015155 in the Official Records of Jackson County, State of Missouri ("Original Declaration"), as amended by that certain First Amendment to the Declaration of Condominium for One Park Place Tower Condominium dated October 24, 2007, recorded on October 26, 2007 as Instrument Number 2007E0138804 in the Official Records of Jackson County, State of Missouri and further amended by that certain Second Amendment to the Declaration of Condominium for One Park Place Tower Condominium dated March 11, 2008, recorded on March 19, 2008 as Instrument Number 2008E0030044 in the Official Records of Jackson County, State of Missouri, and as further amended by the forgoing THIRD AMENDMENT TO DECLARATION, hereby acknowledges and agrees that CANPARTNERS REALTY HOLDING COMPANY IV LLC, a Delaware limited liability company, is the successor holder as referenced in Section 12.04 of the Original Declaration, of the Deed of Trust and Fixture Filing originally for the benefit of Fremont Investment & Loan, a California Industrial Bank, dated as of March 18, 2005, recorded as Instrument No. 2005K0020519 in the office of the Department of Records for Jackson County, Missouri, as amended and restated by that certain Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing by Park Place KC, LLC, to HBS Trustee, Inc., for the benefit of Canpartners Realty Holding Company IV LLC, recorded March 11, 2010 as Document 2010E0023327.

DECLARANT:

PARK PLACE KC, LLC, a Delaware limited liability company

By: *M. S. Palma*

Maria Teresa S. Palma - Authorized Person

STATE OF CALIFORNIA

COUNTY OF San Mateo

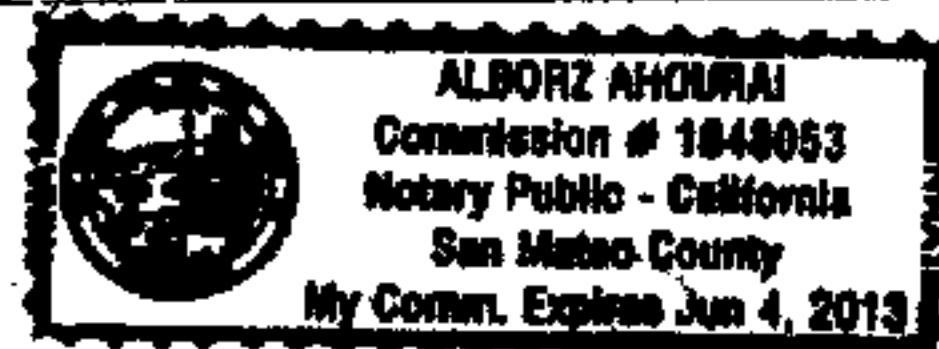
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On this 6th day of December, 2010, before me, a Notary Public in and for said State, personally appeared Maria Teresa S. Palma, an authorized person of Park Place KC, LLC, personally ~~known to me~~ (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed above and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal

Alborz Ahourai
Notary

My Commission Expires:



Signature page