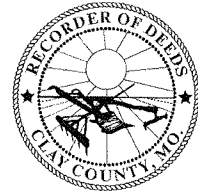


Instrument Type: MISC
Page Count: 9
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Electronically Recorded

Robert T. Sevier, Recorder

RECORDING COVER SHEET

Title of Document: *Accom.* *Integrity Title*
Amendment No. 3 to Amended and Restated Staley Farms Homeowners' Association Declaration

Date of Document: September *24*, 2008

Grantors: Staley Land Company, LLC
Kevin Green Development, LLC
Staley Farms Homeowners' Association

Grantees: Staley Land Company, LLC
Kevin Green Development, LLC
Staley Farms Homeowners' Association

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: See Exhibit A of Document

Reference Book and Page(s) Book 4441 at Page 914; Book 5030 at Page 35; Book 5176 at Page 5.

After recording return to:

Polsinelli Shalton Flanigan Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

Clay County, Missouri
Unofficial Document

**AMENDMENT NO. 3 TO
AMENDED AND RESTATED
STALEY FARMS HOMEOWNERS' ASSOCIATION
DECLARATION**

THIS AMENDMENT NO.3 ("Amendment") is made and entered into as of September 24, 2008 by Staley Land Company, LLC, a Missouri limited liability company (the "Developer"), Kevin Green Development, LLC, a Missouri limited liability company (the "Townhome Developer"), and Staley Farms Homeowners' Association, a Missouri non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Developer is the current developer of the residential area in the City of Kansas City, Clay County, Missouri, commonly known as "Staley Farms"; and

WHEREAS, Intell Staley Farms LLC has previously executed a certain document entitled Amended and Restated Staley Farms Homeowners' Association Declaration recorded in the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office") in Book 4441 at Page 914 and such document has previously been amended by an Amendment No. 1 recorded with the Recording Office in Book 5030 at Page 35 and by an Amendment No. 2 recorded in the Recording Office in Book 5176 at Page 5 (as so amended, the "Declaration"); and

WHEREAS, the Declaration places certain covenants and assessments upon the real property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer is the assignee of the rights and interests of Intell Staley Farms LLC under the Declaration; and

WHEREAS, the Townhome Developer is the developer of the townhome area within the Property; and

WHEREAS, the Association is the owners association for all of the "Property;" and

WHEREAS, the Developer, the Townhome Developer and the Association desire to amend the Declaration as provided herein.

NOW, THEREFORE, the parties hereto declare and agree as follows:

A. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings set forth in the Declaration.

B. Article II-A of the Declaration is hereby amended and restated in its entirety to read as follows:

Clay County, Missouri
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**ARTICLE II-A. RESIDENT'S CLUB FACILITIES
OPERATION BY GOLF CLUB**

2.01A Notwithstanding any other provision of this Declaration to the contrary, the Developer is authorized and empowered to lease the Resident's Club Facilities to the Golf Club Owner under a 99 year lease, at rental of \$1.00 per year, requiring the Golf Club Owner, at its expense, to insure, maintain and operate the Resident's Club Facilities for the benefit of the members of the golf club facility (the "Golf Club") and the Owners of all Lots and Townhome Units in the Subdivision, which lease shall be in such form and content as may be approved by the Developer (the "Resident's Club Facilities Lease"). The remaining provisions of this Article II-A shall apply only so long as the Resident's Club Facilities Lease is in effect. The Golf Club is not being developed by and will not be owned or operated by the Developer.

2.02A Each Owner of a Lot or Townhome Unit (beginning with the initial occupancy thereof) shall be required to pay quarterly dues to the Association, with respect to the Resident's Club Facilities, in an amount that is set by the Board of Directors of the Association. Such quarterly dues shall be due and payable, in advance, on the first day of each calendar quarter. Beginning October 1, 2008, the amount of such quarterly dues shall be \$165.00 per quarter. Such quarterly amount may be increased or decreased by the Board of Directors of the Association, from time to time, to be comparable with social member dues at other clubs in the greater Kansas City area with comparable amenities and benefits, but after adjustment to give effect to the fact that the Golf Club only pays \$1.00 per year rent for the Resident's Club Facilities Lease). Such quarterly dues shall be prorated for the initial calendar quarter of occupancy of each Lot or Townhome Unit. The quarterly dues shall be remitted by each Owner to the Association, who shall be responsible for paying the same to the Golf Club after receipt from the Owner. There shall be no initiation or similar one-time fee, any special assessments, or any food/beverage minimums levied by the Golf Club against any Owner with respect to the Resident's Club Facilities. In the event that an Owner is also a "golf member" of the Golf Club, such Owner shall be subject to all other initiation fees or similar one time fees, special assessments and food/beverage minimums levied by the Golf Club against golf members. An Owner will be allowed to utilize the Golf Club's facilities (excluding the Resident's Club Facilities) only as permitted by the Golf Club Owner.

2.03A The quarterly dues with respect to the Resident's Club Facilities shall be a charge against the Owner and shall become automatically a lien in favor of the Association on the Owner's Lot or Townhome Unit as soon as the quarterly dues become due. Should any Owner fail to pay the quarterly dues within 30 days after the due date thereof, then thereafter such quarterly dues shall be delinquent and bear interest at the rate of 8% per annum from the delinquency date until paid, which interest shall become part of the delinquent quarterly dues and the lien on the Lot or Townhome Unit.

Clay County, Missouri Unofficial Document

2.04A All liens on any Lot or Townhome Unit for quarterly dues provided for herein shall be inferior and subordinate to the lien of any valid purchase money first deed of trust now existing or which may hereafter be placed upon such Lot or Townhome Unit, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such quarterly dues to the extent applicable to periods prior to the foreclosure sale or the execution of a deed in lieu thereof but shall not release such Lot or Townhome Unit from liability for any quarterly dues applicable to periods thereafter. If the Owner subsequently redeems the Lot or Townhome Unit from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

2.05A Payment of delinquent quarterly dues may be enforced by the Association by judicial proceedings against the Owner personally and/or against the Lot or Townhome Unit, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Association may file certificates of nonpayment of quarterly dues in the Recording Office, and/or the office of the Clerk of the Circuit Court for Clay County, Missouri, whenever any quarterly dues are delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Association shall be entitled to collect from the Owner of the Lot or Townhome Unit described therein a fee of \$150.00, which fee shall be added to the amount of the delinquent quarterly dues and the lien on the Lot or Townhome Unit.

2.06A Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the quarterly dues, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

2.07A No Owner may waive or otherwise avoid liability for quarterly dues by not using the Resident's Club Facilities.

2.08A Since the Association will not be responsible for the expenses of maintaining and operating the Resident's Club Facilities during the term of the Resident's Club Facilities Lease, the general assessments otherwise payable to the Association by the Lots and Townhome Units shall be reduced accordingly during such lease term.

2.09A No rules and regulations relating to the use of the Resident's Club Facility shall be adopted and enforced by the Golf Club unless and until the same have been approved by the Board of Directors of the Association.

C. Pursuant to Section 9.02 of Article IX of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots and Townhome Units, beginning as of October 1, 2008, upon (a) the execution hereof by the Developer, and (b) the recordation hereof in the Recording Office. The Townhome Developer and the Association are executing this Amendment to evidence their approvals of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE DEVELOPER:

STALEY LAND COMPANY, LLC

By: 
Mark R. Simpson, Member


THE TOWNHOME DEVELOPER:

KEVIN GREEN DEVELOPMENT, LLC

By: 
Kevin Green, Managing Member

THE ASSOCIATION:

STALEY FARMS HOMEOWNERS'
ASSOCIATION

By: 
Mark R. Simpson, President



STATE OF Kansas)
) ss. Clay County, Missouri
COUNTY OF Jackson) Unofficial Document

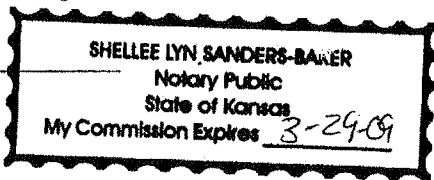
Be it remembered that on this 24 day of September, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires: 3-29-09

Shellee Lyn Sanders-Baker
Notary Public in and for said County and State

[SEAL]



Print Name: Shellee Lyn Sanders-Baker

STATE OF Missouri)
) ss. Clay)
COUNTY OF Clay)

Be it remembered that on this 24th day of September, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Green, to me personally known, who being by me duly sworn did say that he is the Managing Member of KEVIN GREEN DEVELOPMENT, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Kevin Green acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

January 26, 2010

Lisa M. Stiffler
Notary Public in and for said County and State

[SEAL]



Print Name: Lisa M. Stiffler

STATE OF Missouri)
) ss. Clay)
COUNTY OF Clay)

Be it remembered that on this 24 day of September, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being

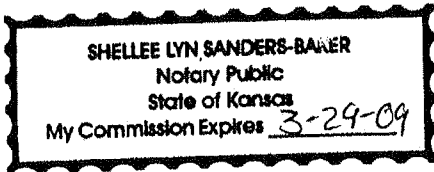
KMB

by me duly sworn did say that he is the President of STALEY FARMS HOMEOWNERS ASSOCIATION, a Missouri non-profit corporation, and that said instrument was signed and delivered in behalf of said corporation with approval of its board of directors and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

3-29-09
[SEAL]



Shellee Lyn Sanders-Baker
Notary Public in and for said County and State

Print Name: Shellee Lyn Sanders-Baker

KWB

LEGAL DESCRIPTION

Tracts B and C, STALEY FARMS - CLUBHOUSE, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 42, and Tracts A, B and C, STALEY FARMS - FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 25, STALEY FARMS - SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 26, and Tracts A, B, C and D, STALEY FARMS - THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 18, and Tracts A and B, STALEY FARMS - FOURTH PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 56, and Tracts A, B, C, D, E, F, G and H, STALEY FARMS - FIFTH PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 32, and Tracts A, B, C, D, E and F, STALEY FARMS - SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri.

✓ Lots A and B, and Tracts A, B, C, D, E and F, STALEY FARMS TOWNHOMES, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 48 and Tracts A, B, C and D, STALEY FARMS -SEVENTH PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 32 and Tracts A, B, C, D and E, STALEY FARMS - EIGHTH PLAT, THE ENCLAVE, a subdivision in Kansas City, Clay County, Missouri.

Lots 27 through 56 and Tracts A, B, C and D, STALEY FARMS – NINTH PLAT, THE ELAN, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 13 and Tracts A, B, C, D and E, STALEY FARMS – TENTH PLAT, THE RETREAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 43 and Tracts A, B and C, STALEY FARMS – ELEVENTH PLAT, SHADOW WOODS, a subdivision in Kansas City, Clay County, Missouri.

Lots 44 through 76 and Tracts A, B and C, STALEY FARMS – TWELFTH PLAT, SHADOW WOODS, a subdivision in Kansas City, Clay County, Missouri.

Kub

See also legal descriptions attached hereto.

Kub

**STALEY FARMS TOWNEHOMES
LEGAL DESCRIPTION**

ALL THE FOLLOWING IS TO BE INCLUDED IN THE STALEY FARMS
HOMEOWNERS ASSOCIATION, INC.

NE ¼ AND SE ¼ OF SEC. 25, Twp. 52 North , Rge. 33 West,
Kansas City, Clay County , Missouri

Lots A and B and Tracts A, B, C, D, E, and F, STALEY FARMS
TOWNEHOMES, a subdivision in Kansas City, Clay County,
Missouri

Lots 1-25 STALEY FARMS TOWNHOMES, a subdivision in
Kansas City, Clay County, Missouri

KJS 9/24/08

KJS