

RECORDING COVER SHEET

Title of Document: Amendment No. 2 to Amended and Restated Staley Farms Homeowners' Association Declaration

Date of Document: August 31, 2005

Grantors: Staley Land Company, LLC

Grantees: Staley Land Company, LLC

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

After recording return to:

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

**AMENDMENT NO. 2 TO
AMENDED AND RESTATED
STALEY FARMS HOMEOWNERS' ASSOCIATION
DECLARATION**

THIS AMENDMENT NO. 2 ("Amendment") is made and entered into as of August 31, 2005 by Staley Land Company, LLC, a Missouri limited liability company (the "Developer"), and the persons executing this Amendment as "Owners" of Villas Lots (defined below).

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 Staley Farms Homeowners' Association Declaration as Exhibit A to the Supplementary Declaration and First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms recorded in the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office") in Book 3891 at Page 738, as amended and restated in its entirety by Amended and Restated Staley Farms Homeowners' Association Declaration recorded in the Recording Office in Book 4441 at Page 914 and Developer has previously executed a certain document entitled Amendment to Amended and Restated Staley Farms Homeowners' Association Declaration recorded in the Recording Office in Book 5030 at Page 35 (as previously amended, the "Declaration"); and

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

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

WHEREAS, the Developer and the Owners executing this Amendment desire to supplement and amend the Declaration with respect to the Villas Lots, 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 I of the Declaration is hereby amended to add the following new definitions:

(aa) "Villas Lots" means Lots 1 through 26, Staley Farms - Third Plat and any other future lots that may be specified by the Developer as being Villas Lots in an amendment or supplement to this Declaration.

(bb) "Villas Committee" has the meaning set forth in Article VI-A below.

C. The following new Article VI-A is hereby added to the Declaration:

ARTICLE VI-A. VILLAS LOTS

The Villas Lots shall be subject to the following additional covenants, assessments, charges and other provisions:

6.01A The following shall be additional duties and obligations of the Association under Section 3.02 of Article III of the Declaration with respect to, and paid for solely by, the Villas Lots that are then subject to assessment (as provided below):

(a) The Association shall provide lawn care, consisting of mowing, edging, fertilizing and weed control of grass areas only (excluding designated natural areas), on all Villas Lots, but such mandatory services shall not include the replanting or reseeding of sod or grass, the care of trees, bushes, shrubbery, gardens or flowers, or the care of any areas which have been enclosed by an Owner with fencing or hedging or otherwise made inaccessible to the Association.

(b) The Association shall provide and pay for the costs of spring start-up and winterization of lawn sprinkler systems on the Villas Lots and shall have the right to control the use of such lawn sprinkler systems, except that the Association shall not be obligated to repair or replace any lawn sprinkler systems, and the Association shall not pay for any electricity or water used by the sprinkler system (all of which shall be the responsibility of the Owner).

(c) The Association shall provide snow (but not ice) clearing for the driveways, front sidewalks and front porches on the Villas Lots, as soon as possible when the accumulation reaches two inches or more and the snow stops. The Association shall not be required to apply any salt or other chemical treatments to any surfaces.

(d) The Association shall maintain, repair and replace any fencing that may be installed by or for the Developer or the Association around all or any part of the boundaries of the Villas Lots; provided, however, that any damage to such fencing by an Owner or guest or contractor of an Owner shall be repaired by such Owner at the Owner's expense.

The Board shall establish a committee (the "Villas Committee") for purposes of exercising the authority and duties of the Association relating solely to the Villas

Lots and the expenditure of assessments contributed solely by the Villas Lots for purposes of the Villas Lots, as set forth in this Section 6.01A and Section 6.02A below. All persons serving on the Villas Committee shall be representatives of the Developer or Owners of the Villas Lots. The Villas Committee shall have the right to further determine the scope and timing of the foregoing services and shall have the right to establish, maintain and expend reserve funds for the services to be provided by the Association under this Section 6.01A. Neither the Developer nor the Association nor any member of the Board or the Villas Committee, nor any other person shall have any liability to any Owner or member of the Association if no reserves are established or maintained or if any reserves are inadequate.

The Association may engage the services of a management company or other person or entity to assist, carry out and perform the functions of the Association with respect to the Villas Lots as described above and the handling of the assessments payable solely by the Villas Lots. The fees and expenses of such management company and other parties with respect to the Villas Lots shall be paid solely by the Villas Lots.

For the remainder of calendar year 2005 and all of 2006, the Association shall use Gold Medal Services as the lawn maintenance company for the Villas Lots.

6.02A In addition to the general assessments payable by each Lot in the Subdivision (including the Villas Lots), each of the Villas Lots (other than Villas Lots then owned by the Developer and Villas Lots then owned by a builder prior to the initial occupancy of a residence thereon) shall be subject to and shall pay supplemental monthly assessments and special assessments as follows for the purpose of providing the Association a special fund to satisfy its duties and obligations with respect to the Villas Lots as described in Section 6.01A above:

(a) Each Villas Lot, beginning with the initial occupancy of the residence thereon, shall be subject to a supplemental monthly assessment to be paid to the Association by the Owner of the Villas Lot. The amount of such supplemental monthly assessment shall be fixed by the Villas Committee each year and until further action of the Villas Committee shall be \$115.00 per month commencing July 1, 2005. The rate of such supplemental monthly assessment upon each Villas Lot may be:

(i) increased by the Villas Committee from time to time, without a vote of the Owners of the Villas Lots, by up to 10% over the rate of supplemental monthly assessment in effect for the preceding year; or

(ii) by up to 20% over the rate of supplemental monthly assessment in effect for the preceding year, by a vote of the Owners of Villas Lots at a meeting called (in whole or in part) for that

purpose and of which notice is duly given and if the Owners of a majority of the Villas Lots present at such meeting and entitled to vote thereon authorize such increase by an affirmative vote therefor.

Notwithstanding the foregoing limits on supplemental monthly assessment amounts, the Villas Committee, without a vote of the Owners of the Villas Lots, shall always have the power to set, and shall set, the rate of supplemental monthly assessment at an amount that will permit the Association to perform its duties and obligations for the Villas Lots as described in Section 6.01A above. If the Villas Committee fails to set the supplemental monthly assessment for any year, the Board shall have the right to do so.

(b) In addition, the Villas Lots (other than Villas Lots then owned by the Developer and Villas Lots then owned by a builder prior to the initial occupancy of a residence thereon) shall be subject to special assessments from time to time as assessed by the Villas Committee or the Board to enable the Association to perform its duties and obligations described in Section 6.01A above that require any expenditure by the Association during any period in an amount in excess of the supplemental monthly assessments received from the Villas Lots under paragraph (a) above and available reserves.


(c) The assessments described in paragraphs (a) and (b) shall be "Assessments" for purposes of this Declaration and shall be liens upon the Villas Lots and shall be due and payable as provided in and subject to the other provisions of Articles IV, V and VI of this Declaration.

D. 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 upon (a) the execution hereof by the Developer, and (b) the recordation hereof in the Recording Office. The Owners are executing this Agreement to confirm their approval 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

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Be it remembered that on this 21 day of June, 2005, 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:
4-8-2008
[SEAL]

Ann M Anderson
Notary Public in and for said County and State
Print Name: Ann M Anderson

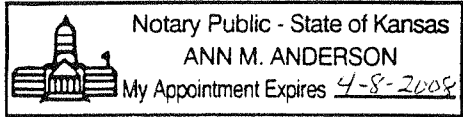


EXHIBIT A

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, D, D, E and F, STALEY FARMS TOWNHOMES, a subdivision in Kansas City, Clay County, Missouri.

See also legal descriptions attached hereto.

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