

(Space above reserved for Recorder of Deeds certification)

Title of Document: Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures For Staley Farms Additional Phase (Links First Plat)

Date of Document: ~~November~~ ^{DECEMBER} 3, 2015 

Grantor(s): Julian Development Co., a division of Don Julian Builders, Inc.

Grantee(s): Julian Development Co., a division of Don Julian Builders, Inc.

Grantee(s) Mailing Address(es): 15521 West 110th Street
Lenexa, KS 66219

Legal Description: Lots 1 through 35 and Tracts A, B, C and D, THE LINKS AT STALEY FARMS FIRST PLAT, a subdivision in City of Kansas City, Clay County, Missouri

Reference Book and Page(s): Book 4441 at Page 875; Book 5030 at Page 34; and Book 6168 at Page 211

After recording return to:

***Douthit Frets Rouse Gentile & Rhodes, LLC
Stanley N. Woodworth, Esq.
5250 West 116th Place, Suite 400
Leawood, KS 66211***

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS
AND DISCLOSURES FOR STALEY FARMS
ADDITIONAL PHASE
(Links First Plat)**

DECEMBER 

THIS DECLARATION is made as of the 3RD day of ~~November~~, 2015, by JULIAN DEVELOPMENT CO., a division of DON JULIAN BUILDERS, INC., a Missouri corporation (the “**Developer**”);

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Cass County, Missouri (the “**Recording Office**”), an additional plat of the subdivision known as “Staley Farms”; and

WHEREAS, such plat adds the following lots to the subdivision (the “**Additional Lots**”) and the following tracts to the subdivision:

Lots 1 through 35 and Tracts A, B, C and D, THE LINKS AT STALEY FARMS FIRST PLAT, a subdivision in City of Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Staley Farms Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms, filed with the Recording Office in Book 4441 at Page 875, as amended by Amendment recorded in the Recording Office in Book 5030 at Page 34 and by Amendment No. 2 recorded in the Recording Office in Book 6168 at Page 211 (as amended, the “**Original Declaration**”).

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 22 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts A, B, C and D are “Common Areas” under the Original Declaration.

Notwithstanding the foregoing, the Additional Lots shall be subject to the following additional or alternative restrictions or provisions (with capitalized terms not defined herein having the meanings set forth in the Original Declaration):

1. Exterior walls of all residences and all appurtenances thereto shall be of stucco (but no stucco board or stuccato), brick, natural stone, or (if specifically approved by the Developer) cast stone of a similar tone and form, wood shingles, masonite or wood lap siding, plate glass, glass blocks, wood trim, or any combination thereof, except as and where otherwise expressly approved in writing by the Developer. Exterior concrete blocks shall not be permitted as a finished surface. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, 4 feet by 8 feet panels.

2. Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath and must be constructed of brick, stone, stucco or other masonry products approved by the Developer. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.

3. Roofs of residences shall be covered with concrete tiles, slate, or composition shingles in “weathered wood” color with a thirty (30) year or more warranty, with all of the specific types, colors, styles, dimensions and other aesthetic factors approved by the Developer in writing.

4. No trampolines shall be permitted on the Additional Lots. Jungle gyms and similar play structures are prohibited on Additional Lots bordering in whole or in part on the Golf Course, except with the express written consent of the Developer.

5. (a) Subject to the impositions of alternate square footage requirements as may be established by Developer on selected Additional Lots due to location and orientation, the minimum square footage enclosed floor areas shall be as follows:

<u>Lots 1 through 35</u>	<u>Minimum Square Footage (Enclosed Floor Area)</u>
1. Single level residences	2,000
2. Two story residences	2,400
3. One and one-half story residences – 1,500 sq. ft. (min. 1 st floor)	2,500

<u>Lots 1 through 35</u>	<u>Minimum Square Footage (Enclosed Floor Area)</u>
4. Reverse One and one-half story residences (open stairwell to finished lower level)	1,500 1 st floor Balance to lower level

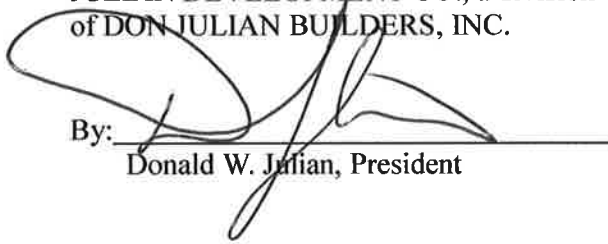
(b) **“Enclosed Floor Area”** as used herein shall mean and include areas of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence, plus any living areas of basements, garages, porches, or attics.

(c) When lesser square footage requirements are permitted by the Developer, the Developer will permit such variance from the requirements herein in a consistent manner, and not on an individual basis, taking into consideration the use of adjoining Lots.

6. Within sixty (60) days after the issuance of any permanent or temporary certificate of occupancy for the residence on an Additional Lot, the Owner thereof shall landscape the Additional Lot to the same standards as that generally prevailing throughout the Subdivision. Developer will determine the landscape requirements on a case-by-case basis.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

JULIAN DEVELOPMENT CO., a division
of DON JULIAN BUILDERS, INC.

By: 
Donald W. Julian, President

STATE OF Missouri)
COUNTY OF Platte) ss.

On this 3 day of December, 2015, before me, Rebecca Archer, a Notary Public in and for said State, personally appeared **Donald W. Julian**, to me personally known, who being by me duly sworn (or affirmed), did say that he is the President of JULIAN DEVELOPMENT CO., a division of DON JULIAN BUILDERS, INC., a Missouri corporation, and that said instrument was signed and delivered in behalf of said division/corporation by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said division/corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state on the day and year last above written.

My Commission Expires:
2/25/19
[SEAL]

Rebecca Archer
Notary Public in and for said County and State
Print Name: Rebecca Archer

