

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND DISCLOSURES FOR STALEY FARMS**

THIS AMENDMENT is made this 23 day of September, 2019, by SBKC Service Corporation, a Missouri corporation (hereinafter referred to as "Successor Developer").

WITNESSETH:

WHEREAS, on November 13, 2003, Intell Staley Farms, LLC, a Missouri limited liability company ("Intell"), filed that certain Declaration of Covenants, Conditions, Restrictions and Disclosures for Staley Farms, recorded in Official Records Book 4413 at Page 221, et seq., of the Public Records of Clay County, Missouri ("Declaration"); and

WHEREAS, SBKC Service Corporation is the Successor Developer; and

WHEREAS, the lots within the tract of land legally described in Exhibit A and Exhibit B are subject to the Declaration, as amended; and

WHEREAS, pursuant to Section 21 of the Declaration, the Developer unilaterally may make amendments and modifications to the Declaration; and

WHEREAS, Successor Developer desires to modify Section 3 by adding the following:

"15. Irrigation Systems

- a. Owners will be required to install an irrigation system in the front and side yards of the lot as a minimum requirement. The DDRC may direct the owner of a lot that has a view of the golf course, lake or other specific lot to install an irrigation system in the rear of the lot.

16. Landscape Planning and Maintenance

- a. The owner will be required to include an allowance for landscaping in the construction agreement for a minimum of 3/4 Percent of the sales price for front yard planting. In no case shall the allowance be less than \$3,750 for plantings and installation labor. In addition to required irrigation system and sodding, specific lots at the DDRC's request may exceed these minimum requirements depending on the location of the lot in relation to the golf course, lake or desired theme of the area. (On a lot by lot basis, the DDRC may reduce the landscape allowance in consideration of existing vegetation and foliage which will remain undisturbed).
- b. Written permission is required from the DDRC before removing any trees 4 inches or over in caliper.
- c. If trees die, it is the responsibility of the owner to replace them.
- d. All front yards to have a minimum of two shade trees with a minimum caliber of 2.5 inches planted in the front yard and one such tree in the rear yard of every residence. In specific areas or lots throughout the development, the DDRC may require additional allowance of \$1,500 for rear yard landscaping.
- e. All yards must be sodded with bluegrass or fine-leaf turf, type tall fescues.
- f. All disturbed ground areas of the building site must be covered with plantings, or mulched with approved landscape materials.
- g. Air conditioners and other mechanical equipment will be sufficiently screened with mature landscaping as approved by the DDRC.
- h. Deciduous shrubs shall not be less than 24 inches to 30 inches high for plants growing four feet or taller

or 18 inches to 24 inches spread for spreading shrubs.

- i. Evergreen shrubs shall not be less than 30 inches high for plants growing four feet or taller used in foundation planting. Evergreens used for screening purposes shall provide adequate screening at the time of planting.
- j. In the event the initial landscaping, including lawns, shrubs, trees are not maintained and replaced as is consistent with good property management in a quality residential neighborhood, the Board may utilize the remedies set forth in Section 9(b) of this Declaration.”

WHEREAS, the Successor Developer desires to amend Section 9 (b) by adding the following:

For the purposes of this provision, “commercial vehicle” includes any vehicle with signage or advertising containing business information displayed to public view, and any vehicle with commercial equipment on the exterior of the vehicle.

However, this provision shall not apply to: (1) construction, service, and delivery vehicles during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Residence; or (2) parking of construction vehicles, storage of construction materials, or installation of temporary construction shelters or facilities maintained during the period of, and used exclusively in connection with, the construction of any improvement approved by the Board.

NOW THEREFORE, IN WITNESS WHEREOF, the undersigned Successor Developer has executed this Amendment on the date and year first written above.

SBKC SERVICE CORPORATION,
a Missouri corporation

By: Donald R. Brooks
Printed Name: DONALD R. BROOKS
Title: AVP Assistant V.P. Security Bank
President Staley FARMS HOA