

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

THIS AMENDMENT is made this 20 day of April, 2023, 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 9 as follows:

1. **Leasing of Residences.** Section 9 is modified by deleting subparagraph t in its entirety and substituting the following:

After the date of recording this amendment, persons who acquire Residences must reside in their residences for two years.

Except as provided herein, any Residence located on a Lot designated for residential use within the Property shall be occupied by the Owner of the Residence.

Entities such as corporations and limited liability company cannot acquire residences. Trusts may acquire residences if the settlor and/or beneficiary of the trust reside in the residence.

Notwithstanding the above, however, leasing of a Residence will be allowed only upon a vote of the Association Board. Any lease of a Residence entered into without the prior approval of the Association Board shall be a violation of this Declaration. Applications for approval to rent a Residence shall be submitted to the Association Board in writing and shall state the reasons for seeking permission to lease the Residence, the length of time requested for such lease and the steps undertaken by the Owner to either sell the Residence or otherwise cause it again to be occupied by an Owner. All such applications will be considered when feasible at the next regularly scheduled meeting of the Association Board. Approval or disapproval by the Association Board shall be within its sole discretion. The Association Board may adopt additional Rules and Regulations governing renting or leasing of any Residence.

“Leasing” for purposes of this Declaration is defined the regular, exclusive annual occupancy of a Residence by any person or persons other than the Owner or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument are prohibited.

Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of the Association Declaration, shall provide that the lease shall be subject in all respects to the provisions of the Association Declaration and to the rules and regulations promulgated by the Board from time to time, and shall provide that the failure by the tenant to comply with the terms of the Association Declaration and such rules and regulations shall be a default under the lease.

Prior to the commencement of the term of a lease, the Residence Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect and provide the Board with a copy of the lease.





Antonia Vega  
Notary Public

My Commission Expires: 11-7-25