

Clay County, Missouri
Unofficial Document

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Robert T Sevier, Recorder

Grantor STONEBROOKE HOMES ASSN
Grantee STONEBROOKE HOMES ASSN



RECORDING COVER SHEET

Document Title: 1ST Amendment
Stonebrooke Declarations of Covenants

Document Date: Oct. 3, 2005

Grantor: Stonebrooke Homes Association

Grantee:

Grantee's Mailing Address: P.O. 46483
(if applicable) Gladstone, MO

Legal Description:

Exhibit "A"

Reference Book & Page: 2492
(if applicable)

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RL-GE

<http://recorder.claycogov.com>

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First Amendment to
STONEBROOKE DECLARATIONS
OF COVENANTS, CONDITIONS AND REGULATIONS
of
Stonebrooke Homes Association

The undersigned, constituting a two-thirds majority vote of the Stonebrooke Homes Association members, a not for profit corporation ("Corporation), in order to provide for the efficient governance of Corporation, hereby amend the Stonebrooke Declarations of Covenants, Conditions and Regulations as follows:

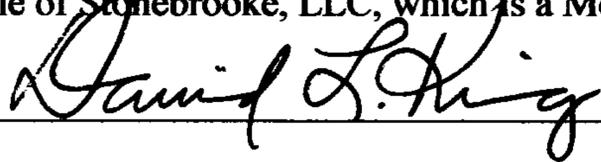
1. ARTICLE VI - USE RESTRICTIONS is amended to add Section 32 to read as follow:

Section 32. Rental. No Lot or any Dwelling Unit thereon shall be rented or leased unless, (1) the lease or rental agreement is in writing, and (2) is for a term of at least one (1) year in duration, and (3) the lease or rental agreement specifically provides that the terms of the lease or rental agreement and of the tenancy thereby created shall be subject in all respects to the terms of this Declaration of Covenants, Conditions and Regulations, the Articles, and the By-laws, and any failure to comply therewith shall be a default under the lease or rental agreement. The owner of any Lot shall provide the Association with a copy of any lease or rental agreement entered into for the lease or rental of any Dwelling Unit, prior to the commencement of such lease or rental term.

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2. In all other respects, the Covenants (originally executed at March 13, 1997) are ratified and confirmed.

Dated and executed this 3 day of ~~September~~ ^{October}, 2005, at Liberty, Missouri, in lieu of special meeting of Board of Directors, by all directors of the Board. The undersigned also constitute the sole of Stonebrooke, LLC, which is a Member of the Corporation.



David King



Gene Madden



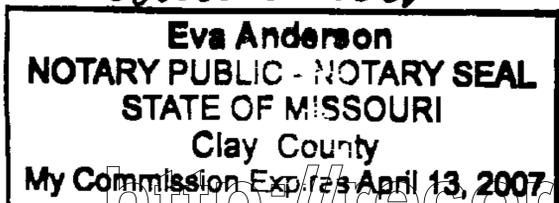
Kirk Rome



Pam Roberts

Subscribed and affirmed before
me this 3rd day of October, 2005
Pam Roberts, only signed
in my presence.





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LEGAL DESCRIPTION;

EXHIBIT "A"

All that part of the East Half of the Southeast Quarter that lies South and West of Big Shoal Creek in Section 18, Township 51, Range 32, except a strip of land condemned for Highway right-of-way and except 2.38 acres, more or less, off the Northwest Corner thereof as described in Book 734 at Page 146, and except the South 30 feet thereof in public road, all in the City of Gladstone, Clay County, Missouri, being bounded and described as follows: Beginning at the Intersection of the North right-of-way line of NE 72nd Street, as established in Book 454 at Page 195 in the Office of the Recorder of Deeds in Clay County, Missouri, with the East line of the Southeast Quarter of said Section 18, said point being North $0^{\circ}44'01''$ East, 30.00 feet of the Southeast Corner of said Southeast Quarter; thence North $89^{\circ}21'34''$ West, along said North right-of-way line, 1255.27 feet to its Intersection with the East right-of-way line of North Antloch Road, as established by Condemnation Case No. 11894 in the Office of the Recorder of Deeds in said Clay County; thence North $0^{\circ}42'13''$ East, along said East right-of-way line, 185.93 feet; thence North $89^{\circ}17'47''$ West, along said right-of-way line, 5.00 feet; thence North $0^{\circ}42'13''$ East, along said right-of-way line, 200.00 feet; thence South $89^{\circ}17'47''$ East along said right-of-way line, 5.00 feet; thence North $0^{\circ}42'13''$ East, along said right-of-way line, 615.78 feet to a point on the South line of a tract of land described in the aforementioned Book 734 at Page 146; thence South $89^{\circ}17'47''$ East along said South line, 549.59 feet to the Southeast Corner of said tract; thence North $0^{\circ}42'13''$ East, along the East line of said tract, 65.61 feet to a point on the centerline of Big Shoal Creek, as established in Book 1108 at Page 6, in the Office of the Recorder of Deeds in said Clay County; thence South $82^{\circ}53'23''$ East, along said centerline, 431.94 feet; thence South $86^{\circ}18'23''$ East, along said centerline 277.34 feet to its Intersection with the East line of said Southeast Quarter; thence South $0^{\circ}44'01''$ West, along said East line, 1003.28 feet to the point of beginning. Containing 29.35 acres, more or less.