

**FIRST AMENDMENT TO THE DECLARATION OF
PLANNED COMMUNITY FOR HENLEY ESTATES**

THIS FIRST AMENDMENT TO THE DECLARATION of Planned Community for Henley Estates is made this ____ day of _____, 20____ (the "Effective Date") by Henley Estates, LLC, referred to herein as ("Declarant").

WHEREAS, Henley Estates Subdivision identified as "Henley Survey" ("Subdivision") with the exclusion of Tract 3 is subject to the "Declaration of Planned Community for Henley Estates" as recorded in Book 751, Page 615 of the records of Cole County, Missouri ("Declaration"); and

WHEREAS, the Declaration may be amended by the Declarant pursuant to Section 14.5 of the Declaration; and

WHEREAS, the Declarant, as more particularly stated below, desires to amend the Declaration.

NOW THEREFORE, the Declaration is amended as follows:

A. Section 1.10 of the Declaration defining "Lot" is deleted in its entirety and a new Section 1.10, defining Lot or Tract, is inserted in lieu thereof to read as follows:

1.10 "Lot" or "Tract" means real property as identified and marked on the Plat as "Tract ____" for separate ownership and does not include Common Ground.

B. Section 8.2 of the Declaration related to One Residence Per Tract and Size is deleted in its entirety and a new Section 8.2 related to the same subject is inserted in lieu thereof to read as follows:

8.2 One Residence Per Tract and Size. No more than one Residence shall be located on each Tract. Each Residence shall have a minimum of 1,800 square feet on the ground floor if it is a single-story home. One story plus homes must have a minimum total of 2,200 total square feet with a minimum of 1,200 square feet on the main floor, excluding any porch, basement, deck, patio, attic, or garage areas. "Shouses" and "Barndominiums" are allowed.

Each Tract shall have a minimum setback for all houses of twenty-five feet (25') from all property lines as shown on the plat. For all other improvements or Alterations, the Board may impose any setback as reasonably necessary to ensure that the improvements or Alterations have a nominal impact on adjacent Tracts.

C. Section 9.2 of the Declaration related to Pets is deleted in its entirety and a new Section 9.2 related to the same subject is inserted in lieu thereof to read as follows:

9.2 Pets. Residents with pets shall be responsible for their pets and shall be courteous to other residents to ensure pets do not disturb other residents' use and enjoyment within the Subdivision. The Owner shall be responsible for any damage to any persons or property caused by a pet kept on their Tract.

To ensure that pets do not cause a nuisance or disturbance, all permitted animals shall be kept in a fenced area. No fences shall enclose any portion of the front of a Residence.

Permitted animals that kept, housed or utilize the exterior of a Residence are dogs, cats, horses, donkeys, cows, hens, and ducks. Provided, however, no Tract shall keep more than two (2) dogs and (2) cats, and not more than three in total number of (or combination thereof) horses, donkeys, cows, hens, and ducks. Pets kept and housed entirely within the Residence are limited by applicable Ordinances and laws.

The Association shall not be liable for injury or damage to persons or personal property caused by a pet, service animal, or any other animal even if such pet was prohibited from being kept within the Tract.

D. Section 9.2(c) of the Declaration related to Vehicles and Parking: Impermissible Visible Vehicles and Trailers is deleted in its entirety and a new Section 9.3(c) related to the same subject is inserted in lieu thereof to read as follows:

9.3(c) Impermissible Visible Vehicles and Trailers. No Person shall park or store any derelict, abandoned, mobile home, or unlicensed vehicle within the Subdivision unless it is stored within an enclosed garage or other approved structure.

A utility trailer, camper, boat, or boat trailer, lawn equipment, and recreation vehicle are permitted in front and/or side of a Residence but only to the extent and consistent with Rules adopted by the Board (see Section 9.3(g) of the Declaration). Utility trailer, camper, boat or boat trailer, lawn equipment, and recreation vehicles may be stored (consistent with any Rules as may be adopted by the Board) in the rear of a Residence in a designated and approved parking area or within an enclosed structure.

E. Section 9.3(g) of the Declaration related to Vehicles and Parking: Rulemaking is deleted in its entirety and a new Section 9.3(g) related to the same subject is inserted in lieu thereof to read as follows:

9.3(g) Rulemaking. The Board may adopt reasonable rules and regulations regulating parking within the Community including rules and regulations permitting short-term parking of impermissible vehicles, trailers (boat, utility, or similar), and recreational vehicles.

F. Section 9.5 of the Declaration related to Fences, Pools and Hot Tubs is deleted in its entirety and a new Section 9.5 related to the same subject is inserted in lieu thereof to read as follows:

9.5 Fences, Pools, and Hot Tubs. Chain link style fences are prohibited. Other fence materials are permitted; provided, however, shall be approved (style, color, location, etc.) in accordance with the provisions of Article XI and any other applicable provisions herein. All Owners agree, acknowledge, and understand that while some fence materials and locations may be approved, the Board is not bound to approve similar fences absent a judgment determining that the Board has engaged in discriminatory conduct based upon a protected class.

Pools (above ground, partial, or in-ground) are permitted subject to approval in accordance with Article XI and any other applicable provisions herein. Owners agree, acknowledge, and understand that pools shall be properly maintained and shall be removed if no longer maintained for regular use (the ability to be used is not compliance with this maintenance and upkeep obligation). Owners agree, acknowledge, and understand that a pool's location and grading can vary in its impact upon others; accordingly, the Board is not bound to approve similar pool applications absent a judgment determining that the Board has engaged in discriminatory conduct based upon a protected class.

Hot tubs are permitted, but restricted and limited as provided in the Architectural Standards and Conditions," which is attached hereto marked Exhibit B and incorporated herein by reference ("ASC"). This Section expressly supersedes Sections 4 and 5 of Exhibit B of the Declaration to the extent of any conflict

G. Section 9.6 of the Declaration related to Additional Structures is deleted in its entirety and a new Section 9.6 related to the same subject is inserted in lieu thereof to read as follows:

9.6 Additional Structures. The Board may adopt rules related to the number, size, location, and quality of outbuildings to ensure and balance the ability of owners to have multiple outbuildings that are consistent with the architectural designs within the community while preventing over-sized outbuildings impacting the aesthetics of the residences within the Community. For illustration only, an outbuilding located near a residence that is inconsistent with that design and of the same (or larger) size would negatively impact the general scheme of development. Conversely, an outbuilding that is not visible to adjacent residences that is less consistent with the design of a residence would have a nominal impact and could be permitted. In the absence of such rules, the Board shall exercise its discretion as provided for in Article X.

The restrictions within this Section apply regardless of whether allowed under Ordinance.

A garden, clothesline, playset, trampoline, or similar play equipment shall not be subject to the restrictions of this Section for so long as they maintained in good condition in accordance with Ordinances and located in the rear of the Residence.

H. The Declarant is authorized to execute and record this Amendment, which shall be effective upon the date of its recording with the Recorder of Deeds, Cole County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the Declarant execute this Amendment on the day and year first above written on behalf of the Association.

DECLARANT:
Henley Estates, LLC

On Behalf of Henley Estates Owners'
Association

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025 before me appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is the _____ of Henley Estates, LLC, and that said person acknowledged said instrument to be his or her free act and deed on behalf of such company, which has no seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT "A"

HENLEY ESTATES LEGAL DESCRIPTION

PROPERTY DESCRIPTION:

ALL THAT PART OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 13 WEST, COLE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE N01°11'10"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 216.94 FEET (MEAS.) (RECORD) TO A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY "54"; THENCE S84°25'54"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 297.32 FEET TO A SET IRON PIN AND THE POINT OF BEGINNING; THENCE CONTINUING S84°25'54"W, 311.54 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1186.35 FEET AND A CHORD BEARING OF S70°14'24"W AND A CHORD LENGTH OF 519.79 FEET TO A FOUND IRON PIN; THENCE S89°53'40"W, 158.72 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING OF N69°40'50"W AND A CHORD LENGTH OF 116.17 FEET TO A SET IRON PIN; THENCE S04°16'42"W, 10.00 FEET TO A SET IRON PIN; THENCE N85°39'30"W ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD BASS ROAD 375.83 FEET TO A FOUND IRON PIN; THENCE N21°32'34"W DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF OLD BASS ROAD ALONG THE EAST LINE OF A TRACT OF LAND RECORDED IN BOOK 737 AT PAGE 250, 518.08 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE S74°29'36"W, 228.02 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT OF LAND ON THE EAST RIGHT-OF-WAY LINE OF OAKLAND ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: N01°57'57"W, 707.47 FEET TO A SET IRON PIN; THENCE N03°24'33"W, 147.52 FEET TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING OF N18°15'23"W AND A CHORD LENGTH OF 189.91 FEET TO A SET IRON PIN; THENCE N33°06'39"W, 658.26 FEET TO A FOUND IRON PIN; THENCE S89°15'35"E DEPARTING SAID EAST RIGHT-OF-WAY LINE OF OAKLAND ROAD, 1228.27 FEET TO A FOUND IRON PIN; THENCE S01°02'09"W, 334.69 FEET TO A FOUND IRON PIN; THENCE S89°06'34"E, 1113.39 FEET TO A SET IRON PIN; THENCE S01°11'10"W, 1492.03 FEET TO THE POINT OF BEGINNING. CONTAINING 76.31 ACRES MORE OR LESS. SUBJECT TO ROAD RIGHT-OF-WAY. SUBJECT TO ANY EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

EXCEPTING THEREFROM:

PROPERTY DESCRIPTION TRACT "3":

ALL THAT PART OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 13 WEST, COLE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE N01°11'10"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 216.94 FEET (MEAS.) (RECORD) TO THE NORTH RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY "54"; THENCE S84°25'54"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 297.32 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING S84°25'54"W, 311.54 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 1186.35 FEET AND A CHORD BEARING OF S78°45'01"W AND A CHORD LENGTH OF 171.46 FEET; THENCE N01°10'45"E, 316.91 FEET; THENCE N32°20'15"E, 373.25 FEET; THENCE S66°40'05"E, 306.375 FEET; THENCE S01°11'10"W, 447.27 FEET TO THE POINT OF BEGINNING. CONTAINING 5.41 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR FACT.