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JACKSON COUNTY, MISSOURI

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Robert T. Kelly, Director, Recorder Of Deeds

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Robert T. Kelly, Recorder of Deeds

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Independence, MO 64050

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Document Title: Sixth Amendment to Whispering Meadows Declaration of Covenants, Conditions, Restrictions and Dedication of Easements
Document Date: October 22nd 2016
Grantor's Name: Members of the Whispering Meadows Homeowners Association
Grantee's Name: Whispering Meadows Homeowners Association, Inc.
Grantee's Statutory Address: 4455 South Davidson Drive
Independence, MO 64055
Legal Description: See attached Exhibit "B"
Reference Document No.: 199610032674

**SIXTH AMENDMENT TO WHISPERING MEADOWS DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS**

THIS SIXTH AMENDMENT TO WHISPERING MEADOWS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS ("Amendment"), made and entered into on this 22nd day of October, 2016, is hereby executed by not less than 67% of the Members and Owners in the Whispering Meadows subdivision ("Grantors") and granted to the Whispering Meadows Homeowners Association, Inc. ("Grantee"), whose address is 4455 South Davidson Drive, Independence, MO 64055.

WITNESSETH:

WHEREAS, by document entitled Whispering Meadows Declaration of Covenants, Conditions, Restrictions and Dedication of Easements ("Original Restrictions") dated May 17, 1996 and recorded in the Office of the Jackson County Recorder of Deeds ("Recorder's Office") on May 24, 1996 as Document No. 199610032674, Wind River Homes, L.C., a Missouri limited liability company, did subject the real property (the "Property") located in Independence, Jackson County, Missouri, to certain covenants, conditions and restrictions for the efficient development, operation and maintenance of a residential real estate development (said development referred to herein as "Whispering Meadows"). The Property subjected to the Original Restrictions is legally described on Exhibit "A" attached hereto and incorporated by reference herein.

WHEREAS, by document entitled Whispering Meadows Declaration of Covenants, Conditions, Restrictions and Dedication of Easements ("First Amendment") dated August 8, 1997 and recorded in the Recorder's Office on August 14, 1997 as Document No. 199710049968, Aspen Development, L.C., a Missouri limited liability company ("Aspen") as successor in interest of Wind River Homes, L.C. to the Property did subject the Property to further amended covenants, conditions and restrictions for the efficient development, operation and maintenance of Whispering Meadows.

WHEREAS, by document entitled Whispering Meadows First Amended Declaration of Covenants, Conditions, Restrictions and Dedication of Easements ("Second Amendment") dated October 14, 1998 and recorded in the Recorder's Office on October 15, 1998 as Document No. 199810081867, Aspen did subject the Property to further amended covenants, conditions and restrictions for the efficient development, operation and maintenance of Whispering Meadows.

WHEREAS, by document entitled Whispering Meadows Second Amended Declaration of Covenants, Conditions, Restrictions and Dedication of Easements ("Third Amendment") dated June 13, 2000 and recorded in the Recorder's Office on June 14, 2000 as Document No. 200010039402, Aspen did subject the Property to further amended covenants, conditions and restrictions for the efficient development, operation and maintenance of Whispering Meadows.

WHEREAS, by document entitled Whispering Meadows Second Amended Declaration of Covenants, Conditions, Restrictions and Dedication of Easements ("Fourth Amendment") dated July 12, 2000 and recorded in the Recorder's Office on July 13, 2000 as Document No. 200010045817, Aspen did subject the Property to further amended covenants, conditions and restrictions for the efficient development, operation and maintenance of Whispering Meadows.

WHEREAS, Aspen did develop Whispering Meadows and did plat the Property into the plats identified on Exhibit "B" attached hereto and incorporated by reference herein.

WHEREAS, Aspen has closed upon the sale of one hundred percent (100%) of the Lots within the Property and has assigned and transferred all rights, reservations, interest, privileges and powers to the Grantors by virtue of the transfer of all appropriate accounts and title to all of the common areas within the Property.

WHEREAS, following Aspen's assignment and transfer of all rights, reservations, interest, privileges and powers to the Grantors, the Grantors (being the individual members of the Grantee and owners of individual residences within Whispering Meadows) by document entitled Whispering Meadows Fifth Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Dedication of Easements ("Fifth Amendment and Restatement") dated March 4, 2006 and recorded in the Recorder's Office on March 6, 2006 as Document No. 200610014980 did subject the Property to further amended covenants, conditions and restrictions for the operation and maintenance of Whispering Meadows.

WHEREAS, the Original Restrictions as amended and/or restated by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment and Restatement are herein collectively referred to as the "CCRs".

WHEREAS, Article XI, Section 2 of the CCRs, provides for further amendment and requires as follows:

2. Amendment by Owners. Except as provided in paragraph 1 of this Article, the covenants, conditions and restrictions of this Declaration may be abolished, amended, or changed in whole or in part only with the consent of Owners representing at least sixty-seven percent (67%) of the votes of Members to be evidenced by a document in writing bearing each of their signatures.

WHEREAS, the Grantors find it desirable to further amend the CCRs imposed upon the Property so as to affect the vehicle parking provisions provided for under the Fifth Amendment and Restatement.

WHEREAS, the undersigned Grantors are the Owners of at least sixty-seven percent (67%) of the votes of Members within the platted properties identified on Exhibit "B".

WHEREAS, the undersigned Members and Owners are waiving any notice requirements which may be imposed or required by the CCRs; and

WHEREAS, this Amendment is being executed, recorded and approved pursuant to Article XI, Section 2 of the CCRs as amended by the Fifth Amendment and Restatement,

NOW, THEREFORE, by agreement, the undersigned do amend and modify Article X, Section 10 of the CCRs, by deleting it entirely, and replacing it with a new Article X, Section 10 to read as follows:

10. Vehicle Parking. The following provisions for vehicle parking, together with the rules and regulations which will be determined, set, administered and enforced by the Board of Directors, will be enforceable in all areas within the real property within Whispering Meadows and/or the Townhome Property.

(a) Street Parking.

(1) No vehicle owned or operated by a Member shall be parked on any street, except temporarily, and in no event shall any such vehicle be parked regularly or continuously for more than twenty-four (24) hours on any street.

(2) No vehicle owned or operated by a Member shall be parked on streets or driveways at any time so as to obstruct ingress and egress by Owners, their families, guests and invitees, except for the reasonable needs of emergency, construction, or service vehicles, and then limited to as brief a time as possible.

(3) No vehicle owned or operated by a Member shall be parked on any street if snow or ice is forecasted within 12 hours.

(b) Driveway Parking.

(1) One personal passenger vehicle, excluding any vehicle commonly known as a pickup truck or any other vehicle having an enclosed cab and a cargo area that is either open or fitted with an aftermarket camper top or tonneau cover, with low or high sides and with or without a tailgate (hereinafter referred to as a "truck" or "trucks"), belonging to an Owner or resident may be parked overnight on an Owner's driveway.

(2) Trucks not exceeding one-half ton belonging to Owners or residents must be parked or stored within the Owner's garage.

(3) Automobiles and trucks (not exceeding one-half ton) of visitors or guests may park temporarily for a period not exceeding seven (7) days on an Owner's driveway in accordance with rules and regulations promulgated by the Board of Directors.

(c) Specific Vehicles.

(1) Except for the reasonable needs of emergency, construction, delivery or pickup, or service, no truck exceeding one-half ton shall be permitted to park in the Townhome Property.

(2) No boat, camper, trailer, commercial truck, truck exceeding one-half ton, mobile home, or self-propelled recreational vehicle of any type whatsoever may be parked, stored, or kept within the Townhome Property, Association Property, or driveway, except for a period of time not exceeding 48 hours for loading or unloading of personal property by an Owner.

(3) No person shall be allowed to cook or sleep in any vehicle or trailer at any time or for any reason whatsoever when such vehicle or trailer is located on Townhome Property.

In all other respects, and except as may be amended herein, the CCRs, as previously amended, are hereby reaffirmed and approved.

IN WITNESS WHEREOF, the undersigned Grantors, being members of the Grantee and Owners within the Property have caused this Amendment to be executed this 22nd day of October, 2016.

EXHIBIT "A"

ALL OF THE NW 1/4, NE 1/4, SECTION 30-T.49-R.31 AND ALL OF THE SW 1/4, SE 1/4, SECTION 19-T.49-R.31, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 70 AS ESTABLISHED BY DOCUMENT NUMBER 733591 IN BOOK 1354 AT PAGE 275, ALL BEING IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SE 1/4, OF SAID SECTION 19-T.49-R.31; THENCE N 2 DEGREES-08'-56" E, ALONG THE WEST LINE OF SAID SE 1/4, 770.89 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE N 73 DEGREES-12'-25" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 82.19 FEET TO A POINT 150.00 FEET SOUTH OF AND OPPOSITE CENTERLINE STATION 650+50; THENCE S 80 DEGREES-13'-41" E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 150.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE THEREOF, 1050.00 FEET TO A POINT 150.00 FEET SOUTH OF AND OPPOSITE CENTERLINE STATION 661+00; THENCE S 53 DEGREES-39'-47" E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 111.80 FEET TO A POINT 200.00 FEET SOUTH OF AND OPPOSITE CENTERLINE STATION 662+00; THENCE S 80 DEGREES-13'-41" E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 200.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE THEREOF, 117.77 FEET TO THE EAST LINE OF THE W 1/2, SE 1/4, OF SAID SECTION 19-T.49-R.31; THENCE S 2 DEGREES-05'-03" W, ALONG SAID EAST LINE, 593.44 FEET TO THE NORTHEAST CORNER, NW 1/4, NE 1/4, OF SAID SECTION 30-T.49-R.31; THENCE S 2 DEGREES-04'-32" W, ALONG THE EAST LINE OF SAID NW 1/4, NE 1/4, 1323.75 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4, NE 1/4; THENCE N 87 DEGREES-18'-29" W, ALONG THE SOUTH LINE OF SAID NW 1/4, NE 1/4, 1328.34 FEET TO THE SOUTHWEST CORNER OF SAID NW 1/4, NE 1/4; THENCE N 2 DEGREES-04'-22" E, ALONG THE WEST LINE OF THE NE 1/4, SAID SECTION 30-T.49-R.31, 1324.34 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

WHISPERING MEADOWS, LOTS 1 – 8, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF,

and

WHISPERING MEADOWS, LOTS 9 – 18 AND 23 – 44, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF,

and

REPLAT OF WHISPERING MEADOWS, LOTS 27 – 34, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF,

and

WHISPERING MEADOWS, LOTS 19 – 22, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF,

and

WHISPERING MEADOWS 4TH PLAT, LOTS 45 – 104, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF,

and

WHISPERING MEADOWS PHASE 3, 5TH PLAT, LOTS 105 – 156, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF,

and

WHISPERING MEADOWS, CLUBHOUSE TRACT, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.