

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

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Diana Smith, Recorder of Deeds

Document Title: Seventh Amendment to Whispering Meadows Declaration of Covenants, Conditions, Restrictions and Dedication of Easements  
Document Date: October 9<sup>th</sup>, 2023  
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.: 1996I0032674

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

THIS SEVENTH AMENDMENT TO WHISPERING MEADOWS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DEDICATION OF EASEMENTS ("Amendment"), made and entered into on this 9<sup>th</sup> day of October, 2023, 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. 1996I0032674, 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. 1997I0049968, 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. 1998I0081867, 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. 2000I0039402, 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. 2000I0045817, 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. 2006I0014980 did subject the Property to further amended covenants, conditions and restrictions for the operation and maintenance of Whispering Meadows.

WHEREAS, the Grantors (being the individual members of the Grantee and owners of individual residences within Whispering Meadows) by document entitled Whispering Meadows Sixth Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Dedication of Easements ("Sixth Amendment and Restatement") dated October 22, 2016 and recorded in the Recorder's Office on October 25, 2016 as Document No. 2016E0100757 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, the Fifth Amendment and Restatement, and Sixth Amendment 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 certain provisions provided for under the Fifth Amendment and Restatement, as further set out below.

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 VII, Section 2(a)(2), Article VII, Section 3, and Article X, Section 1 of the CCRs, by deleting them entirely, and replacing them with their new respective counterparts to read as follows:

**Article VII, Section 2(a)(2):**

(2) Townhome Unit exteriors, including painting, and repair or replacement of Townhome Unit driveways (excluding decorative borders and other Owner modifications) per Board policy.

**Article VII, Section 3:**

3. The Owner's Responsibility. Each Owner shall maintain, repair and replace at such Owner's expense all portions of such Owner's Lot and Townhome Unit which are not an Area of Common Responsibility, including, but not limited to, roofs, EIFS (exterior insulation finishing system) or stucco, foundation plantings and garden landscaping; concrete accessing (excluding driveways) per Board policy; foundation; all external structures attached to a Townhome Unit, such as decks (whether on the Owner's Lot or the Common Area); all exterior doors (including garage doors); all window glass or plexiglass repair or replacement; all appliances, heating, plumbing, electrical, air conditioning, air conditioning compressor and related facilities, fixtures, or installations, and any portion of any utility services (including meters) located within the interior of such Owner's Townhome Unit; and all interior improvements and fixtures which are appurtenant to each Townhome Unit, including without limitation, responsibility for all breakage, damage, malfunction, painting, repair and maintenance thereof. All fixtures and

equipment installed within a Townhome Unit, commencing at a point where the utility and sewer lines, pipes, wires, conduit or systems enter through the exterior of the Townhome Unit, shall be maintained and kept in repair by the Owner thereof, except as otherwise provided in this Declaration. (See also Article IX, Sections 1(a) and 2.)

**Article X, Section 1:**

1. Single Family Residence. Each Townhome Unit shall be used solely for a private residence of no more than one (1) family unit. The leasing or rental of a Townhome Unit for residential purposes shall be considered to be a violation of this Declaration.

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 9<sup>th</sup> day of October, 2023.

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 4<sup>TH</sup> PLAT, LOTS 45 – 104, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF,**

**and**

**WHISPERING MEADOWS PHASE 3, 5<sup>TH</sup> 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.**