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2008R-07115

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WYANDOTTE COUNTY, KS
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WHISPERING PINES
DECLARATION OF AMENDMENT TO
DECLARATION OF RESTRICTIONS

GRANTOR: WHISPERING PINES HOMES ASSOCIATION, INC.

GRANTEE: WHISPERING PINES HOMES ASSOCIATION, INC.

LEGAL DESCRIPTION: LOTS 1 THROUGH 40, WHISPERING PINES, PHASE I
PLAT, LOTS 41 THROUGH 90, WHISPERING PINES,
PHASE II PLAT, LOTS 91 THROUGH 99, PHASE III PLAT,
A SUBDIVISION IN THE CITY OF KANSAS CITY,
WYANDOTTE COUNTY, KANSAS, AS SHOWN ON THE
RECORDED PLAT THEREOF.

*Ret Wallace, Saunders, Austin, Brown
+ Enochs, Chartered Attorneys
10111 W 87th St
Overland Park KS 66212*

**WHISPERING PINES
DECLARATION OF AMENDMENT TO
DECLARATION OF RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned do hereby make this declaration of the Amendment of the Whispering Pines Declaration of Restrictions by the undersigned real property owner.

WHEREAS, the Whispering Pines Declaration of Restrictions was originally filed on June 18, 2003 in the office of the Register of Deeds of Wyandotte County, Kansas, at Book 4614, Page 823 through 831 and amended on July 30, 2003 and filed in the office of the Register of Deeds of Wyandotte County, Kansas at Book 4643, Page 155; and

WHEREAS, on February 4, 2008 at a meeting of the members of the Whispering Pines Homes Association, Inc. specifically called for this purpose, the Declaration referenced above was amended by affirmative vote by more than 75% of the voting units of the Association as follows:

- a. Paragraph 8 shall be added to the restrictions as follows:

“Paragraph 8. VOTING RIGHTS

The Whispering Pines Homes Association shall have two (2) classes of voting membership, as follows:

Class A. Each Owner of a Lot in Whispering Pines shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot owned by him, her or it in fee simple title. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Developer (Whispering Pine Estates, LLC) shall be a Class B member. The Developer shall have the right to appoint a majority of the Board of Directors of the Association and shall have the right to approve and power to veto any and all actions of the Association. At least one member of the Board of Directors shall be elected by the Class A members.

Class B membership of the Developer shall continue until Developer owns no land in the District (including lands added as set forth below) or until Developer relinquishes its Class B membership, whichever first occurs. For purposes of voting requirements herein, the Class B member shall have one hundred (100) votes for each Lot owned by it, in addition to the right to approve and power to veto set forth above.

(1) The voting rights of a Class A member shall be suspended for any period during which any assessment described herein, including interest and fees, remains unpaid.

(2) The Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules for the use of any recreational facility, including lakes, picnic grounds, and swimming pools, located within a Common Area.

(3) At any regular or special meeting of the Association, members may cast their vote in person or by proxy.

(4) Except as hereinbefore provided, the Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(5) Unless the context clearly indicates to the contrary, decisions by the Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.”

b. Paragraph 7, was deleted in its entirety and replaced as follows:

“Paragraph 7. METHOD OF PROVIDING GENERAL AND SPECIAL FUNDS

(1) For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided for, each Lot within the District, owned by a Class A member shall be subject to an annual general fund assessment which may be levied by the Association from year to year, which assessment shall be paid to the Association annually or at such other times as the Association may determine in advance. Anything to the contrary herein notwithstanding, the Developer, in its sole discretion, shall fix the amount of annual assessment, for so long as Developer owns land within the District (including land added to the District), however the initial annual assessment

shall not exceed \$650.00 per year and cannot be increased by more than 15% per year without the approval of 75% of the voting members of the Association. Thereafter, the Board of Directors of the Association shall from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for each Lot owned by a Class A member. Annual assessments will be prorated on a 365-day for Class A members who take ownership of their Lot during the year. Class B members shall pay an annual assessment of \$150.00 for each lot owned. Upon the original sale, re-sale or transfer of ownership of any Lot within Whispering Pines which sale, re-sale or transfer occurs while the Developer owns at least one lot in the Subdivision, the purchaser or transferee shall pay to the Developer an initial mandatory initiation fee of \$1,500.00. Thereafter, the purchaser or transferee shall become a Class A member of the Association and shall be responsible for all annual dues and special assessments as established by the Board.

(2) After the Board of Directors is empowered to fix and fixes the first annual assessment, subsequent annual assessments may be increased by the Board of the Association on all the Lots in the District by an amount not exceeding fifty percent (50%) of the preceding year annual assessment which the Association may levy against such Lot and collect from year to year; provided, that the annual assessment upon each Lot as aforesaid may be increased on all the Lots in the District by an amount not exceeding one hundred percent (100%) of the previous annual assessment applicable to said Lot, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, seventy-five percent (75%) of the voting members of the Association present in person or by proxy at such meeting may authorize such an increase by an affirmative vote therefor. The Association shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the Association deems reasonably necessary by 2/3 voting members of the Association.

(3) Unless the increases provided for in paragraph (2) of this Section 7 are specifically limited by the resolutions in which they are contained to be for a specified period, they shall continue to be effective until rescinded by the Association, at a meeting specially called for such purpose, by an affirmative vote of seventy-five percent (75%) of the members present in person or by proxy, or by action taken under the terms of paragraph (5) of this Section 7 and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

(4) Whenever the Board of Directors of the Association may deem it advisable to submit to the members a proposal under paragraph (2) of this Section 7 for increasing or decreasing the amount of the annual assessments, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting; such notice must be deposited in the United States mail at a post office within twenty (20) miles of Shawnee, Kansas, not less than fifteen (15) days prior to the date of such special meeting.

(5) The first general assessment hereunder shall be for the calendar year beginning no earlier than January 1, 2008, and shall be due and payable thirty (30) days after such assessment; future assessments shall be due and payable on January 1st of each year thereafter, unless a different payment date or dates be established by the Board from time to time as set forth below in this paragraph. Within fifteen (15) days from the levying of each assessment, the Association shall notify all Owners of assessable Lots whose addresses are listed with the Association of the amount of such assessment. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year beginning on January 1st shall not invalidate any such assessment subsequently made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is levied subsequent to the 1st day of December which precedes such fiscal year then such assessment shall become due and payable not later than thirty (30) days from the date of levying the assessment. The Board of Directors of the Association may elect to permit collections in monthly, quarterly or semi-annual payments in lieu of the annual payments provided for herein.

(6) A written or printed notice, deposited in the United States Post Office, with postage prepaid thereon, and addressed to the respective Owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required, unless otherwise provided herein.

(7) The Owner of each Lot subject to an annual assessment as herein provided in paragraph of this Section 7 shall by acceptance of a Deed to such Lot be taken to have agreed and does by these presents agree to pay to the Association all assessments placed against such Lot in accordance herewith, and said Association is hereby granted the power to proceed against such Owner personally for the collection of said assessments, said right to be

in addition to and not to be construed as a limitation upon remedies and rights of said Association otherwise herein granted."

NOW THEREFORE all lots, tracts and land described below shall be and they are here restricted as to their use as set forth more fully above:

Lots 1 through 40, Whispering Pines, Phase I Plat, Lots 41 through 90, Whispering Pines, Phase II Plat, Lots 91 through 99, Phase III Plat , a subdivision in the City of Kansas City, Wyandotte County, Kansas, as shown on the recorded plat thereof.

Juanita Tolbert

Juanita Tolbert, Secretary

IN WITNESS WHEREOF, the Secretary of the Whispering Pines Homes Association, Inc has signed this Declaration of Amendment this 10 day of April, 2008.

MISSOURI
STATE OF ~~KANSAS~~,)
)SS.:
COUNTY OF PLATTE,)

BE IT REMEMBERED that on April 10, 2008, before me, a Notary Public in and for the county and state aforesaid, personally appeared Juanita Tolbert, who is known by me to be the person who is described in, whose name is subscribed to and who signed and executed the foregoing instrument having first made known to me that he/she signed and sealed the same on the date it bears as his/her true free and voluntary act and deed for the uses, purposes and considerations therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Chris G Hoy

NOTARY PUBLIC

My Appointment Expires:

