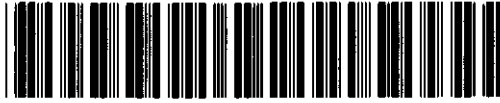


RECORDER'S CERTIFICATION
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ROBERT T. KELLY, DIRECTOR, RECORDER OF DEED

(Space above reserved for Recorder of Deeds certification)

Title of Document: WHISPERING HILLS ESTATES, SECOND PLAT DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WHISPERING HILLS ESTATES SECOND PLAT

Date of Document: September 17, 2009

Grantors:

Sugar Creek Development, LLC, a Kansas limited liability company

Mesa Land & Development, LLC, a Kansas limited liability company

F & C Bank, a Missouri banking corporation

First Federal Savings & Loan, a federal savings and loan association

Grantees and Statutory Mailing Addresses of Grantees:

Sugar Creek Development, LLC
4146 Hamilton Road
Rantoul, KS 66079

Mesa Land & Development, LLC
4146 Hamilton Road
Rantoul, KS 66079

F & C Bank
102 N Bynum Road
Lone Jack, Missouri 64070

First Federal Savings & Loan
4311 W 6th St, Suite D
Lawrence, KS 66049

Legal Description: See Exhibit A annexed to the document at page 22.

Reference Book and Page(s): None

**WHISPERING HILLS ESTATES, SECOND PLAT
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF
WHISPERING HILLS ESTATES SECOND PLAT**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WHISPERING HILLS ESTATES SECOND PLAT is made as of the 17th day of September, 2009, by and among SUGAR CREEK DEVELOPMENT, LLC (“**Sugar Creek**”), a Kansas limited liability company, with an address at 4146 Hamilton Road, Rantoul, KS 66079, and MESA LAND & DEVELOPMENT, LLC (“**Mesa**”), a Kansas limited liability company, with an address at 4146 Hamilton Road, Rantoul, KS 66079, F & C BANK, a Missouri banking corporation (“**F&C**”), with an address at 102 N. Bynum Road, Lone Jack, Missouri 64070, and FIRST FEDERAL SAVINGS & LOAN, a federal savings and loan association (“**First Federal**”) with an address at 4311 W 6th St # D, Lawrence, KS 66049-3966, with respect to the land described on Exhibit “A” attached hereto. Sugar Creek, Mesa, F&C, and First Federal are, collectively, grantors and grantees hereunder.

WITNESSETH

WHEREAS, Whispering Hills Development, LLC, a Missouri limited liability company, as “Developer” thereunder, recorded with the Recorder of Deeds of Jackson County, Missouri, certain Declaration of Restrictions recorded as Document No. 20031016179 (“**First Declaration**”) on a certain tract of land not then platted but later comprising a portion of the Subdivision, being in the south one-half of Section 18, Township 47, Range 28, Lone Jack, Jackson County, Missouri; and,

WHEREAS, Star Land And Development, Inc., a Missouri corporation, as successor “Developer” of the Subdivision, by assignment, to Whispering Hills Development, LLC, and as grantor thereunder and as the then owner of the Subdivision, recorded with the Recorder of Deeds of Jackson County, Missouri, a certain Supplementary Declaration of Restrictions applicable to the Subdivision as Document No. 2006E0012472 (“**Second Declaration**”); and,

WHEREAS, Mesa, as successor “Developer” of the Subdivision, by assignment, to Star Land And Development, Inc., and as grantor and as the then present owner of the Subdivision, recorded with the Recorder of Deeds of Jackson County, Missouri, a certain Amended

Supplementary Declaration of Restrictions applicable to the Subdivision as Document No. 2006E0047711 ("**Third Declaration**"); and,

WHEREAS, Sugar Creek, successor "Developer" to Mesa with respect to the Subdivision, and Mesa represent and warrant that they are the sole holders of the rights of "Developer" as such term is used in each of the First Declaration, the Second Declaration and the Third Declaration (collectively, the "**Old Declarations**"), and are under common control by Clint Burkdoll, an individual, and Clint Burkdoll, Sugar Creek, and Mesa have agreed with F&C and First Federal, which are owners of at least two-thirds of the Lots in the Subdivision, have agreed to terminate, with respect to the Subdivision property only, the Old Declarations and subject the Subdivision to this Declaration because all of the parties hereto desire to place certain restrictions on the Subdivision in order to preserve and enhance the values, desirability and attractiveness of the development, and improvements constructed thereon, and to keep the use consistent with the intent of the parties hereto, all of which restrictions shall be for the use and benefit of the Homes Association, as grantee hereunder, and its future grantees, successors, and assigns.

NOW THEREFORE, in consideration of the promises contained herein, Mesa, Sugar Creek, F&C, and First Federal, being all of the signatories required for amendment and termination of the Old Declarations pursuant to Article XXV of each such of the Old Declarations, do hereby declare the Old Declarations terminated as to the Subdivision and do further declare for the Homes Association and for its successors and assigns, and for its future grantees, successors, and assigns that the Subdivision shall hereafter be held, sold, used and conveyed subject to the following covenants, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the land and with the title to such land, and shall be binding on all persons having or acquiring any right, title or interest therein or any part thereof, subject to the limitations herein provided, and shall inure to the benefit of each owner, his or her heirs, grantees, representatives, successors and assigns, the Homes Association. Additionally, Mesa and Sugar Creek, for each of them and their respective predecessors in interest with respect to the Subdivision, hereby terminate and release any and all rights and claims to any development rights with respect to the Subdivision.

ARTICLE I. DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

(a) The term "**Architectural Committee**", for purposes of certain Exterior Structures as provided hereinbelow, shall mean a committee comprised of at least three (3) members of the Homes Association who shall be appointed as provided in hereinbelow by the Board in an impartial manner from the Homes Association members who indicate a willingness to serve on the committee.

(b) The term "**Board**" shall mean the Board of Directors of the Homes Association.

(c) The term "**Bylaws**" shall mean those bylaws adopted by the Homes Association as amended from time to time as provided therein.

(d) The term “**Common Area**” shall mean any land, area or amenity within the Subdivision previously, now or hereafter dedicated to the enjoyment and use of Owners and owned by the Homes Association.

(e) The term “**Exterior Structure**” shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, tree house or other recreational or play structure.

(f) The term “**Homes Association**” shall mean Whispering Hills Estates Second Plat Homeowners Association, Inc., a nonprofit Missouri corporation, which is to be formed by or on behalf of either F&C or First Federal for the purpose of serving as the homes association for the Subdivision.

(g) The term “**Lot**” shall mean any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner owns all or part of one or more adjacent lots upon which only one residence has been, is being or will be erected, then (i) for purposes of determining the amount of annual and special assessments due with respect thereto from time to time, such adjacent property under common ownership shall constitute such whole or partial number of Lots as may be specified from time to time by the Homes Association and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one “Lot.”

(h) The term “**Owner**” shall mean the record owner in fee simple of any Lot and, for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(i) The term “**Street**” shall mean any public street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the Subdivision.

(j) The term “**Subdivision**” shall mean all of the above-described lots in All of Whispering Hills Estates 2nd Plat, a subdivision in Lone Jack, Jackson County, Missouri, according to the recoded plat thereof.

ARTICLE II.

HOMES ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT

For purposes of creating the Homes Association, establishing membership in the Home Association, voting rights and management, the following shall apply:

(a) Membership in the Homes Association shall be limited to the Owners of Lots within the Subdivision and every such Owner shall be a member.

(b) The Homes Association shall have one class of voting membership comprised of the Owners. Owners shall be entitled to one (1) vote for each Lot in which they hold interest required for membership. When more than one person holds such interest in any Lot, all such

persons shall be members. The vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

ARTICLE III.
POWERS AND DUTIES OF THE HOMES ASSOCIATION

In addition to the powers granted by other portions of this Declaration or by law, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Homes Association may be paid out of the general fund of the Homes Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in his or her own name.

(b) To acquire and own title to or interests in, and exercise control over, the Common Areas, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.

(c) To maintain public liability, workers compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Homes Association and the property with the Subdivision.

(d) To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.

(e) To enter into and perform agreements from time to time with other parties regarding the performance of services and matters benefiting the Homes Association and its members and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with developers and other homes associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the Subdivision and the sharing of expenses related thereto.

(g) To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Homes Association, including, without limitation, keeping of books and records, and operation and maintenance of Common Areas.

- (h) To engage the services of a security guard or security patrol service.
- (i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the Subdivision; and to do any other things necessary or desirable in the judgment of the Board to keep any property in the Subdivision neat in appearance and in good order.
- (j) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the Subdivision.
- (k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide the means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.
- (l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.
- (m) To the extent not provided as a service by any governmental authority, the Homes Association shall provide for the collection and disposal of rubbish and garbage for each residence one day per week (which day shall be the same for all residences).

ARTICLE IV.
METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable the Homes Association to exercise the powers, maintain the improvements and render the services provided for herein, the following shall apply:

- (a) All Lots in the Subdivision shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article.
- (b) The annual assessment levied by the Homes Association shall be used exclusively for the purpose of promoting the health, safety, recreation and welfare of the residents in the Subdivision and for improvement and maintenance of the common areas, pool area and property which is to be of general benefit to the Owners and occupants of the land subject to this declaration.
- (c) The initial annual assessment shall be FORTY AND NO/100 DOLLARS (\$40.00) per Lot, and thereafter subject to increase as may determined reasonable by the Board from time to time as set forth below.
- (d) The rate of annual assessment upon each Lot in the Subdivision may be increased or decreased (i) by the Board of the Homes Association from time to time to an amount not to exceed 110% of the rate of annual assessment in effect on the preceding January 1st or (ii) at a meeting of the members specially called for that purpose and of which advance notice is given and if a majority of the members present at such meeting and entitled to vote authorize such

increase or decrease by an affirmative vote therefor; provided, however, that the Board, without a vote of the members, shall always have the power to set, and shall set, the rate of annual assessment at an amount that will permit the Homes Association to perform its duties as specified in this Declaration and the Bylaws of the Homes Association.

(e) The annual assessments provided for herein shall be based upon the calendar year (commencing in 2010) and shall be due and payable on January 1st of each year; provided, however, that the first assessment for each Lot shall be due and payable upon the earlier of occupancy of the residence on the Lot or the closing of the sale of the Lot from the builder to the buyer and shall be prorated as of the date thereof. If the effective date of any increase in the rate of assessment is other than January 1st, the prorated portion of the amount of such increase for the remainder of such year shall be due and payable on such effective date. No Lot shall be entitled to receive any services to be provided by and through the Homes Association until such time as the first annual assessment has been paid with respect thereto.

ARTICLE V. LIEN ON REAL ESTATE

The annual assessment shall become a lien on the Lot against which it is levied as soon as it is due and payable as set forth above. The following shall also apply:

(a) In the event of the failure of any Owner to pay any assessment within thirty (30) days of the due date thereof, then such assessment shall bear interest at the rate of 10% per annum from the due date until paid.

(b) Should it become necessary to engage the services of an attorney to collect any assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.

(c) All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot.

(d) Nonpayment of any assessment provided for herein within sixty (60) days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Jackson County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$75.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

(e) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless, within such period, suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

(f) The Homes Association may cease to provide any or all of the services to be provided by or through the Homes Association with respect to any Lot during any period that the Lot is delinquent on the payment of an assessment due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation.

ARTICLE VI.
SPECIAL ASSESSMENTS

In addition to the annual assessments provided for herein, the Board shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent the Homes Association expends any money (for services or materials) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties as specified in this Declaration and the Bylaws of the Homes Association that require any expenditure during any period in any amount in excess of the general funds of the Homes Association payable therefor. Such special assessment shall be due and payable, and shall become a lien on such Lot, upon notice to such Owner of the assessment. Interest at the rate of 10% per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

ARTICLE VII.
LIMITATION ON EXPENDITURES

The Homes Association shall at no time expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Homes Association have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years.

ARTICLE VIII.
USE OF LAND

None of the Lots may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any Lot. No "earth" homes or "prefabricated" or "manufactured" homes shall be permitted. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected, moved onto or maintained upon any of such Lots or used for human habitation; provided, however, that nothing herein shall prevent anyone (including, without limitation, builders and real estate sales agencies) authorized by the Homes Association from using temporary buildings or structures or any residence for model, office, sales or storage purposes during the development of the Subdivision.

ARTICLE IX.
BUILDING MATERIAL REQUIREMENTS

With respect to building materials, the following shall apply:

(a) Exterior walls of all residences and all appurtenances thereto shall be of stucco, stucco board, brick, stone, wood shingles, wood siding, batt siding, wood paneling, vinyl siding, plate glass, Masonite, glass blocks or any combination thereof, or such other materials as may be deemed by the Architectural Committee in writing to be compatible therewith.

(b) All windows shall be constructed of glass, wood, metal clad, vinyl clad, aluminum clad and wood laminate, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver).

(c) All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof.

(d) All fireplace flues will be enclosed with materials acceptable to the Architectural Committee.

(e) Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes, slate, tile, and/or laminated organic or fiberglass shingles as specified below. In the event wood shingles or wood shakes are used the color must be the natural wood color of the material. In the event that laminated organic or fiberglass shingles are used they must be wood shingle or architectural asphalt roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by the Architectural Committee. All roof metals must be finished in painted baked enamel (not galvanized) of brown or bronze color. In the event a color specified below is no longer available, the Board of Directors may allow a successor natural weathered wood color. It is the intent of these restrictions to prohibit any and all colors other than colors which resemble natural weathered wood.

(f) Flat roofs, or roofs with a pitch of less than three inches per foot, shall be covered with tin, built up asphalt, wood shingles, wood shakes, composition shingles or slate.

(g) Any building products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area shall be acceptable if approved in writing by the Architectural Committee.

(h) All wood exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain.

(i) No building or applicable Exterior Structure shall be permitted to stand with its exterior in any unfinished condition for longer than five (5) months after commencement of construction.

(j) All exterior basement foundations and walls which are exposed in excess of twelve (12) inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure.

ARTICLE X.
MINIMUM FLOOR AREA

For purposes of minimum floor area, the following shall apply:

(a) No residence having more than two (2) levels in height, above ground, shall be erected on any Lot in the Subdivision.

(b) No residence shall be constructed upon any Lot in the Subdivision unless it complies with the following square footage requirements:

(i) Ranch: Any residence consisting of a single level shall contain not less than 1,200 square feet of enclosed floor area above grade and shall have a minimum of a double attached garage.

(ii) Split Level: Any residence consisting of a split level shall contain not less than 1,300 square feet of enclosed floor above grade and shall have a minimum of a double attached garage.

(iii) One and One-Half Story: Any residence consisting of one and a fraction stories shall contain not less than 1,500 square feet of floor area above grade and shall have a minimum of a double attached garage.

(iv) Two Story: Any residence consisting of two (2) full stories shall contain not less than 1,400 square feet of enclosed floor above grade with a minimum of 900 feet on the first story and shall have a minimum of a double attached garage.

(c) The Architectural Committee, in its discretion, may allow variances under the foregoing minimum square footage requirement.

ARTICLE XI.
APPROVAL OF PLANS AND POST-CONSTRUCTION CHANGES

For purposes of approving plans and post construction changes, the following shall apply:

(a) Notwithstanding compliance with the provisions of Article IX and Article X, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans and exterior color scheme have been submitted to and approved in writing by the Architectural Committee. Nor shall any change or alteration in such building plans, specifications, materials, location, elevations, grading plans, landscaping plans or exterior color scheme thereof be made until such change or alteration has been submitted to and approved in writing by the Architectural Committee, as the case may be. All building plans and plot plans

shall be designed to minimize the removal of existing trees, shall designate those trees to be removed and shall protect those trees that are to remain.

(b) Following the completion of construction of any residence or Exterior Structure, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations shall be made thereto unless and until the changes have been submitted to and approved in writing by the Architectural Committee, as the case may be. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted to and approved in writing by the Architectural Committee, as the case may be.

(c) All final grading of any Lot shall be in accordance with the master grading plan approved by the City of Lone Jack, Missouri. No changes in the final grading of any Lot shall be made without the written approval of the Approving party and, if necessary, the City of Lone Jack.

ARTICLE XII. SET BACKS

No residence, exclusive of porches, porticos, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections, or Exterior Structure shall be located closer to any street than the building setback lines, if any, shown on the plat; provided, however, that the Architectural Committee, as the case may be, in its discretion, may waive or alter any such building setback lines to the extent they are greater than the minimum setbacks required by the City of Lone Jack, Missouri.

ARTICLE XIII. EXTERIOR STRUCTURES, FENCES AND SIDEWALKS

With respect to Exterior Structures, fences and sidewalks, the following shall apply:

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Architectural Committee as to the plans, specifications, materials, location, elevations, landscaping plans and color scheme and (ii) in compliance with the additional specific restrictions set forth below or elsewhere in this Declaration; provided, however, that the approval of the Architectural Committee shall not be required for any Exterior Structure erected by or at the request of the Association.

(b) All basketball goals shall be free standing and not attached to the residence unless the Architectural Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Committee. All backboards shall be clear or painted white and all poles shall be a neutral color. There shall be only one basketball goal per Lot. The Architectural Committee shall have the right to establish reasonable rules regarding the

hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(c) Except where specifically authorized by the Architectural Committee, all recreational or play structures (other than basketball goals) shall be located behind the back building line of the residence.

(d) No above ground pools shall be permitted unless first approved by the Architectural Committee. All pools and hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition.

(e) All outside dog houses and other animal shelters or runs shall be located in the backyard, shall be up against or within two feet of the residence, shall be painted (where appropriate) the same color as the residence and shall have roofs (where appropriate) that are compatible with the residence. Animal shelters or runs may be constructed of metal, chain link or similar fencing so long as a wooden fence of equal or greater height is up against the other fencing and shields the same from the ground view of the public.

(f) All residential fences and privacy screens shall be consistent with the standard designs, heights and materials to be selected by the Architectural Committee. All fences and privacy screens shall be constructed with the finished side out. Except for wrought iron or other ornamental metal fencing, no chain link or similar fence or privacy screen shall be permitted. Except where specifically authorized by the Architectural Committee, no fence or privacy screen shall extend toward the front of the residence beyond the rear corners of the residence. Fences shall not exceed six (6) feet in height.

(g) Prior to occupancy, and any event within five (5) months following commencement of construction of the residence, the Owners of Lots shall install concrete sidewalks in accordance with the specifications set forth in the recorded plat to the extent that sidewalks are specified on the recorded plat for Lots owned by each such Owner.

(h) No Exterior Structure that is prohibited in this Declaration shall be permitted under this Article.

ARTICLE XIV.

BUILDINGS OR USES OTHER THAN FOR RESIDENTIAL PURPOSES; NOXIOUS ACTIVITIES; MISCELLANEOUS

With respect to buildings or uses other than for residential purposes and noxious activities, the following shall apply:

(a) Except as otherwise provided in this Declaration, no residence or Exterior Structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City of Lone Jack, Missouri.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residence and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No vehicle, recreational vehicle, trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any yard. No truck or commercial vehicle shall be parked, left or stored in any driveway or street for more than a 24- hour period. No vehicle in an inoperable condition or trailer, recreational vehicle, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any driveway or street for more than a 24-hour period. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible. Motorized vehicles shall not be operated on any Lot, other than in the street.

(d) No television, radio citizens' band, short wave or other antenna, solar panel, satellite dishes in excess of two (2) meters in diameter, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction or be unenforceable because it violates the First Amendment or any other provision of the United States Constitution or legislative act, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projects so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

(g) All residential service utilities shall be underground.

(h) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three months.

(i) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any yard. Storage shall be permitted under a deck provided such area is fenced or otherwise screened as authorized herein.

(j) No fuel storage tanks of any kind shall be permitted.

(k) No driveway shall be constructed in a manner as to permit access to a street across a rear lot line.

(l) No advertising signs (except one of not more than nine (9) square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health and unreasonably disturb the Owner of any Lot or any resident thereof. The Homes Association, in furtherance of its powers and purposes as set forth herein, may display signs.

(m) Owner shall not be permitted to write, paint or erect any sign or advertisement on any portion of the residence.

ARTICLE XV. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. Subject to any more restrictive law or ordinance, in no event shall more than three dogs or cats, or combination thereof, be raised, kept or maintained on any Lot.

ARTICLE XVI. LANDSCAPING AND LAWNS

For purposes of landscaping and lawns, the following shall apply:

(a) Prior to occupancy, and in any event within five months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the Approving Party. No lawn shall be planted with zoysia grass.

(b) Landscape shall be of the same standard as that generally prevailing throughout the Subdivision and in accordance with the plans approved by the Architectural Committee.

(c) Prior to occupancy, and any event within five months following commencement of construction of the residence, the Owner thereof shall landscape the Lot.

(d) All vegetable gardens shall be located in the back yard and at least five feet away from the boundary of the Lot. No vegetable garden shall exceed one hundred (100) square feet in size except with the prior written consent of the Architectural Committee.

(e) The Owner of each lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping.

(f) Prior to occupancy, and any event within five (5) months following commencement of construction of the residence on such Owner's Lot, the Owner shall plant in

the front yard a tree having a trunk width of not less than two inches (2) in diameter. Said tree shall be planted in the center of the Lot and ten (10) feet from the curb. In case of a Lot which is a corner Lot, one (1) such tree will be planted on each side of the Lot fronting a street ten (10) feet from the curb.

ARTICLE XVII.
EASEMENTS FOR PUBLIC UTILITIES; DRAINAGE; MAINTENANCE

With respect to easements for public utilities, drainage and maintenance, the following shall apply:

(a) The Homes Association shall have, and does hereby reserve, the right, but not the obligation, to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way shown on the recorded plat of the Subdivision. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all Owners in the Subdivision and the Homes Association as a cross easement for utility line or service maintenance.

(b) The Homes Association and its successors and assigns is hereby reserved an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the duties of the Homes Association.

(c) No water from any roof, down spout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line.

ARTICLE XVIII.
ARCHITECTURAL COMMITTEE

With respect to the architectural committee, the following shall apply:

(a) No more than three (3) members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee shall be appointed by the Board in staggered terms with a minimum term of eighteen (18) and a maximum term of twenty-four (24) months. No committee member shall serve for more than two (2) consecutive terms (a full term being defined as eighteen (18) or more months).

(b) The Architectural Committee shall meet at least once each calendar month to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Article XIII above. Any application that is not acted upon by the Architectural Committee within forty-five (45) days of the date on which it is filed shall be deemed to have been approved. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon applications that have been submitted to it for approval with respect to Exterior Structures. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, with limitation, the plans, specifications, exterior colors, materials, location, elevation, landscaping and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain guidelines and conditions that it intends to follow in making its decisions.

(d) Any applicant who is dissatisfied with the decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within fifteen (15) days of the date the Architectural Committee renders its decision. Any decision rendered by the Board on appeal shall be final and conclusively binding on the applicant.

ARTICLE XIX.

PUBLIC STREET LIGHTING CONSTRUCTION AND MAINTENANCE EASEMENT

The undersigned Owners of Lots 65 and 66 [TO BE REFINED AFTER TITLE WORK IS RECEIVED] hereby grant a public street lighting construction and maintenance easement on said lots to West Central Electrical Cooperative Company and its successors and assigns. Said public street lighting construction and maintenance easement shall authorize West Central Electrical Cooperative Company and its successors and assigns to access said lots for the purpose of constructing and maintaining public street lighting. Said public street lighting construction and maintenance easements shall exist on the common boundary line dividing Lots 65 and 66 and shall include an area of ten (10) feet in width (five (5) feet on either side of said common boundary lines) from the front curb to the back property line.

ARTICLE XX.

NO LIABILITY FOR APPROVAL OR DISAPPROVAL

Neither the Homes Association nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

ARTICLE XXI.

NOTICES

Except as otherwise provided in the Bylaws of the Homes Association At least fifteen (15) days prior to any meeting of the Homes Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Homes Association.

The Homes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Homes Association may be transacted.

All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Homes Association for such person. Notice to one co-owner shall constitute notice to all co-owners.

ARTICLE XXII.
OBSERVANCE OF ALL LAWS

The Homes Association shall at all times observe all applicable state, county, city or other laws or regulations and, if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provisions shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

ARTICLE XXIII.
ASSIGNMENT

The Homes Association shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Homes Association, and upon such assignment the assignee shall then for any or all such purposes be the Homes Association hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, privileges, duties and responsibilities hereunder.

ARTICLE XXIV.
TERMINATION OR MODIFICATION OF RESTRICTIONS

The provisions of this Declaration shall remain in full force and effect until May 31, 2029, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the then Owners of two-thirds of the Lots may amend, modify or terminate this Declaration at any time. Such termination, amendment or modification will be done by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by all the Owners of two-thirds of the Lots and effective once recorded in the Office of the Recorder of Deeds of Jackson County, Missouri.

ARTICLE XXV.
SEVERABILITY

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

ARTICLE XXVI.
AUTHORITY

The parties hereto and the persons executing this Declaration on the behalf of the parties hereto each respectively, warrant and represent to the other parties hereto that each such execution is, respectively, duly authorized by the governing bodies of the companies, corporations and associations which are parties hereto.

ARTICLE XXVII.
COVENANTS RUNNING WITH LAND; ENFORCEMENT

The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whose so ever hands any of the property in the Subdivision shall come. The Homes Association, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its or his seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

All other Owners of any of the Lots and the Homes Association shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned parties have caused this Declaration to be duly executed by its duly authorized representative as of the day and year first written above.

(SIGNATURE PAGES TO FOLLOW)

MESA LAND & DEVELOPMENT, LLC,
a Kansas limited liability company

By: 
Clint Burkdoll, its Manager

STATE OF MISSOURI)
) SS.
COUNTY OF JOHNSON)

On this 17th day of September in the year 2009, before me, Jacqui J. Courteau, a Notary Public in and for said state, personally appeared Clint Burkdoll, Manager of Mesa Land & Development, LLC, a Kansas limited liability company, known to me to be the person who executed the within Declaration Of Covenants, Restrictions And Easements Of Whispering Hills Estates Second Plat in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

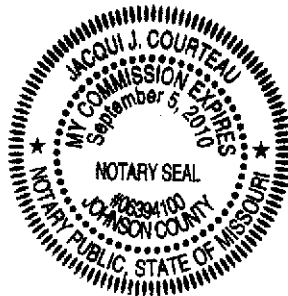
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Holden, Missouri, the day and year last above written.


Printed Name: Jacqui J. Courteau

Notary Public in and for said County and State

My Commission Expires:

September 5, 2010



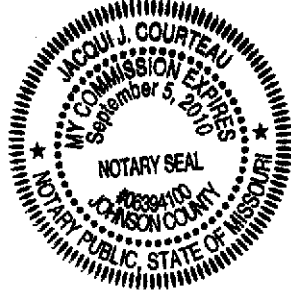
SUGAR CREEK DEVELOPMENT, LLC,
a Kansas Limited Liability Company

By: [Signature]
Clint Burkdoll, Member

STATE OF MISSOURI)
) SS.
COUNTY OF JOHNSON)

On this 17th day of September in the year 2009, before me, Jacqui J. Courteau, a Notary Public in and for said state, personally appeared Clint Burkdoll, Manager of Sugar Creek Development, LLC, a Kansas limited liability company, known to me to be the person who executed the within Declaration Of Covenants, Restrictions And Easements Of Whispering Hills Estates Second Plat in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Holden, Missouri, the day and year last above written.



[Signature]
Printed Name: Jacqui J. Courteau

Notary Public in and for said County and State

My Commission Expires:

September 5, 2010

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

F & C BANK, a Missouri banking corporation

By: [Signature]
Printed Name: Robert E. Mickey
Its: President

(SEAL)

STATE OF MISSOURI)
) SS.
COUNTY OF JOHNSON)

On this 17th day of September, 2009, before me, appeared Robert E. Mickey, to me personally known, who being by me duly sworn, did say that he/she is the President of F & C Bank, a Missouri banking corporation, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Holden, Missouri, the day and year last above written.



[Signature]
Printed Name: Jacqui J. Courteau
Notary Public in and for said County and State

My Commission Expires
September 5, 2010

FIRST FEDERAL SAVINGS & LOAN,
a federal savings and loan association

By: *Alan Hoggatt*
Printed Name: Alan Hoggatt
Its: Vice President

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

On this 17TH day of SEPTEMBER, 2009, before me, appeared ALAN HOGGATT, to me personally known, who being by me duly sworn, did say that he/she is the VICE PRESIDENT of First Federal Savings & Loan, a federal savings and loan association, that the seal affixed to the foregoing instrument is the corporate seal of the association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in LAWRENCE, Kansas, the day and year last above written.

Stacey L. Torres
Printed Name: Stacey L. Torres
Notary Public in and for said County and State

My Commission Expires:
01/17/2012



EXHIBIT A

All of Whispering Hills Estates 2nd Plat, a subdivision in Lone Jack, Jackson County, Missouri, according to the recorded plat thereof.