

**FOURTH AMENDMENT AND RESTATEMENT OF
DECLARATION OF RESTRICTIONS OF
WHISPERING HILLS AND WHISPERING HILLS ESTATES**

THIS AMENDMENT AND RESTATEMENT is made as of the 6th day of October, 2010 by Whispering Hills Homes Association, a Kansas nonprofit corporation, and the signatories of the counterpart signature pages attached hereto.

WHEREAS, Whispering Hills Sections I, 2, III and 5 and Whispering Hills Estates Plat and Whispering Hills Estates Second, Third, Fifth and 6th plats are restricted by that certain Second Amendment and Restatement of Declaration of Restrictions of Whispering Hills and Whispering Hills Estates dated March 10, 1998 and recorded in the Office of the Register of Deeds of Johnson County, Kansas on March 12, 1998 as Document No. 2802221 in Book 5497 at Page 1;

WHEREAS, the Second Amendment and Restatement of Declarations of Restrictions of Whispering Hills and Whispering Hills Estates was amended and restated by that certain Third Amendment and Restatement of Declaration of Restrictions of Whispering Hills and Whispering Hills Estates dated January 1, 2002, and recorded in the Office of the Register of Deeds of Johnson County, Kansas, on March 22, 2002, as Document No. 3390334 in Book 7716 at Page 282 (the "Declaration"); and

WHEREAS, the Association, those lot owners appearing on the counterpart signature pages attached hereto and the owner of the additional property subjected to the Declaration by this instrument desire to adopt, ratify, extend, combine, amend and restate the restrictions to combine the numerous restrictions into this one instrument for consistency of application and ease of administration by the Association.

NOW, THEREFORE, the Association, the lot owners and the owner of the additional property subjected to the Declaration by this instrument hereby adopt, ratify, extend, amend and restate the restrictions by the amendment and restatement thereof:

PREMISES. The premises are incorporated herein as a part of this instrument.

DEFINITIONS OF TERMS USED.

The words "additions to existing structures whether enclosed or open" shall refer to modifications that increase the finished or unfinished square footage of a residence by increasing the general footprint of the residence or by modifying the existing roof line. Improvements such as garages, decks, patios, sunrooms, and swimming pools shall be considered as additions.

The "Architectural Committee" shall consist of three residents of the District as it now or hereafter exists. The members shall be appointed for terms of one year each. The members shall be appointed by and may be removed or replaced by the Board of Directors of the Association.

The term "Association" shall refer to the Whispering Hills Homes Association, as created and defined in the Homes Association Declaration dated June 8, 1971, as amended.

The term "Board of Directors" shall refer to the Board of Directors of the Whispering Hills Homes Association.

The words "Common Area" means each private street, each park, and any similar area to be located upon Tracts, as described upon the recorded plats or as defined herein, including, without limitation, the following:

The Streets;

Lots 1, 2 and 3; and Tracts 1 and 2; Tract 3 except all that part of Tract 3, lying North of and adjoining Lot 22, WHISPERING HILLS - SECTION 1, a subdivision in the City of Lenexa, Johnson County Kansas. Being more particularly described as follows; Beginning at a point in the North line of Lot 22, said point being 24.59 feet Westerly from the Northeastern corner of Lot 22; thence North 85 degrees, 05 minutes, 40 seconds West, along the North line of Lot 22, a distance of 50.50 feet; thence North 0 degrees, 54 minutes, 20 seconds East 18.50 feet; thence South 89 degrees, 05 minutes, 40 seconds East 50.50 feet; thence South 05 degrees, 54 minutes, 20 seconds West 18 feet to the point of beginning; and Tracts 4 -7 of Whispering Hills, Section I;

Tracts 8-12; 13 except the following: Part of Tract 13, Whispering Hills, Section 2, subdivision in Lenexa, Johnson County, Kansas, more particularly as follows: Beginning at the Northeast Corner of Lot 39A of said Whispering Hills, Section 2; thence N 24°59'57"E along a projection of the Easterly Line of said Lot 39A, 38.57 feet; thence N 89°46'53" W 80.00 feet; thence S 24°59'57" W, 38.57 feet to the North line of said Lot 39A; thence S 89°46'53" E along the North line said Lot 39A, 80.00 feet to the Point of Beginning; and 14-19 of Whispering Hills, Section 2;

Tracts 2, 3 and 5-9 of Whispering Hills, Section 3;
Part of Lots 99, 100 and Tract 10 of Whispering Hills, Section 3, a subdivision in Johnson County, Kansas, more particularly described as follows:

Beginning at the S.W. corner of said Lot 100; thence N. 88°21'29" E., a distance of 254.74 feet to a point on a curve; thence on said curve to the left in a northeasterly direction, having a central angle of 26°27'52", a radius of 267.66 feet, and a length of 123.63 feet to a point; thence N. 64°10'39" E., a distance of 547.23 feet to a point on a curve; thence on said curve to the right in a easterly direction, having a central angle of 36°26'04", a radius of 425.00 feet, and a length of 270.26 feet to a point; thence S. 79°23'17" E., a distance of 96.45 feet to a point in the westerly right-of-way of Woodland Road, as now established; thence S. 0°31'43" W., along the said

westerly right-of-way, a distance of 60.94 feet to a point; thence N. 79°23'17" W., a distance of 107.12 feet to a point on a curve; thence on said curve to the left in a westerly direction, having a central angle of 36°26'02", a radius of 365.00 feet and a length of 232.10 feet to a point; thence S. 55°23'56" W., a distance of 113.13 feet to a point; thence S. 62°23'47" W., a distance of 372.43 feet to a point on a curve; thence on said curve to the right in a westerly direction, having a central angle of 42°28'14", a radius of 386.90 feet, and a length of 286.79 feet to a point; thence N. 75°07'58" W., a distance of 168.43 feet to a point on a curve; thence on said curve to the left in a northwesterly direction, having a central angle of 04°43'52", a radius of 353.16 feet, and a length of 29.16 feet to the Point of Beginning; but except that part of the forgoing described parcel which was conveyed to the City of Lenexa for Woodland Road right-of-way, more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of Section 26; thence North 88° 04' 12" East, along the South line of said Quarter Section, a distance of 1204.05 feet; thence North 01° 55' 48" West, a distance of 1006.94 feet to the existing Westerly right of way of Woodland Road and the TRUE POINT OF BEGINNING; thence South 81° 38' 34" East, a distance of 65.61 feet to a point; thence South 01° 43' 34" East a distance of 60.94 feet to a point; thence North 81° 38' 34" West, a distance of 15.23 feet to a point on the existing Westerly right of way of Woodland Road; thence along the said Westerly right of way of Woodland Road and a curve to the right having an initial Tangent Bearing of North 40° 42' 43" West, a radius of 686.62 feet and an arc length of 85.65 feet to the TRUE POINT OF BEGINNING.

Tract B of Plat of Whispering Hills Estates;

Tracts B, E, F and G, Plat of Whispering Hills, Section 6;

That part of Tract 7 of Whispering Hills, Section 3, legally described as follows:

Beginning at the Southwest corner of the Southeast Quarter of Section 26, Township 12, Range 23; thence North 0°13'12" East, 30.00 feet; thence South 89°40'31" East, 101.12 feet, to the true point of beginning of subject tract; thence South 20°33'34" West to a point on the South line of the Southeast Quarter of Section 26, Township 12, Range 23; thence South 89°40'31" East along said South line of the Southeast Quarter, to a point that bears South 38°7'59" East from the Southwest corner of Lot 133; thence North 38°27'59" West to the Southwest corner of Lot 133; thence North

89°40'31" West, 229.51 feet to the true point of beginning of subject tract; and

The word "District" shall mean all property now or hereafter subjected to these restrictions, and includes, without limitation, the following:

Lots 1-41 and Tracts 1-7 platted in Plat of Whispering Hills, Section I;

Lots 24-29, 31-40, 43, 45, 47, 34A-40A, 42A, 44A, 46A, 15C, 17C, 19C, 21C-33C, 10D-21D, and Tracts 8-19 platted in Plat of Whispering Hills, Section 2;

Lots 99-138 and 140-159 and Tracts 1-11 platted in Plat of Whispering Hills, Section III, but except that part of the forgoing described parcel which were conveyed to the City of Lenexa for Woodland Road right-of-way, more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of Section 26; thence North 88° 04' 12" East, along the South line of said Quarter Section, a distance of 1204.05 feet; thence North 01° 55' 48" West, a distance of 1006.94 feet to the existing Westerly right of way of Woodland Road and the TRUE POINT OF BEGINNING; thence South 81° 38' 34" East, a distance of 65.61 feet to a point; thence South 01° 43' 34" East a distance of 60.94 feet to a point; thence North 81° 38' 34" West, a distance of 15.23 feet to a point on the existing Westerly right of way of Woodland Road; thence along the said Westerly right of way of Woodland Road and a curve to the right having an initial Tangent Bearing of North 40° 42' 43" West, a radius of 686.62 feet and an arc length of 85.65 feet to the TRUE POINT OF BEGINNING;

Tracts 1-7 and Tract A platted in Plat of Whispering Hills, Section 5;

Lots 1-4, 17-19, 40-63 and Tracts A and B platted in Plat of Whispering Hills Estates;

Lots 20, 21 and 32-39 and Tract A platted in Whispering Hills Estates, Second Plat;

Lots 5-16 and Tract A platted in Plat of Whispering Hills Estates, Third Plat;

Lots 26 and 27 platted in Plat of Whispering Hills Estates, Fourth Plat, and Lots 22, 23, 24, 25, 28 and Tract A platted in Whispering Hills Estates, Fifth Plat;

The following described property:

The Northwest Quarter of Section 35, Township 12, Range 23, Johnson County, Kansas, except part platted as Section III, Whispering Hills, and except Beginning at a point 1,157.65 feet West of and 747.25 feet South of the Northeast corner of the Northwest Quarter of Section 35, thence North $37^{\circ} 35' 49''$ West a distance of 190.0 feet thence South $23^{\circ} 20' 54''$ West a distance of 102.96 feet thence South $17^{\circ} 45' 35''$ West a distance of 122.36 feet, thence South $82^{\circ} 53' 39''$ East a distance of 150.0 feet, thence in a Northeasterly direction along a curve to the right having a radius of 118.26 feet, a distance of 93.49 feet to the point of beginning, except part in roads. (Portions of the foregoing property have been platted as Whispering Hills Estates, Estates Second Plat, Estates Third Plat, Estates Fourth Plat, Estates Fifth Plat, all which were added to the District by Agreement recorded as Doc. No. 1629977 in Book 2400 at page 899.); and

Lots 1-11 and Tracts A-G, Plat of Whispering Hills, Section 6.

The word "Lot" shall mean any numbered lot as platted or one or more lots or part or parts of one or more numbered lots as platted, and upon which a residence may be created in accordance with the restrictions hereinafter set forth, which is now or hereafter within the District. The Lots in the District currently include, without limitation, the following:

Lots 4-21; Lot 22 and all that part of Tract 3, lying North of and adjoining Lot 22, WHISPERING HILLS - SECTION 1, a subdivision in the City of Lenexa, Johnson County Kansas. Being more particularly described as follows; Beginning at a point in the North line of Lot 22, said point being 24.59 feet Westerly from the Northeastern corner of Lot 22; thence North 85 degrees, 05 minutes, 40 seconds West, along the North line of Lot 22, a distance of 50.50 feet; thence North 0 degrees, 54 minutes, 20 seconds East 18.50 feet; thence South 89 degrees, 05 minutes, 40 seconds East 50.50 feet; thence South 05 degrees, 54 minutes, 20 seconds West 18 feet to the point of beginning; Lots 23-41 platted in Plat of Whispering Hills, Section I;

Lots 24-29, 31-40, 43, 45, 47 (together with and Tract A, Plat of Whispering Hills, Section 6, 34A-38A, 39A and the following: Part of Tract 13, Whispering Hills, Section 2, subdivision in Lenexa, Johnson County, Kansas, more particularly as follows: Beginning at the Northeast Corner of Lot 39A of said Whispering Hills, Section 2; thence N 24°59'57" E along a projection of the Easterly Line of said Lot 39A, 38.57 feet; thence N 89°46'53" W 80.00 feet; thence S 24°59'57" W, 38.57 feet to the North line of said Lot 39A thence S 89°46'53" E along the North line said Lot 39A, 80.00 feet to the Point of Beginning; 40A42A, 44A, 46A, 15C, 17C, 19C, 21C-33C, 10D-21D platted in Plat of Whispering Hills, Section 2;

Lots 99-138, 140, 141 (together with Tract C, Plat of Whispering Hills, Section 6, 142 (together with Tract D, Plat of Whispering Hills, Section 6), 143-145, 146 and Tract 4, and 147-159 platted in Plat of Whispering Hills, Section III;

Tracts 1-7 platted in Plat of Whispering Hills, Section 5;

Lots 1-4, 17-19, 40-63 platted in Plat of Whispering Hills Estates;

Lots 20, 21, 32-39 platted in Whispering Hills Estates, Second Plat;

Lots 5-16 platted in Plat of Whispering Hills Estates, Third Plat;

Lots 26 and 27 platted in Plat of Whispering Hills Estates, Fourth Plat;

Lots 22, 23, 24, 25 and 28 platted in Plat of Whispering Hills Estates, Fifth Plat; and

Lots 1-11, Plat of Whispering Hills, Section 6.

No Lot, however, as herein defined, shall have a width of less than 90 feet at the front building line, except with consent of the Board of Directors.

The words "modifications to existing site topography and landscaping" shall refer to changes in the overall lay of the land in a Lot and the general character of the landscaping in a Lot. This shall include, but not necessarily be limited to, modifications that change the volume or direction of storm runoff water, or both, construction of site modification structures such as

retaining walls, and modification to or replacement of septic systems. This shall not include selective removal and replacement of landscape elements that are overgrown, diseased or otherwise damaged due to weather or other environmental effects, removal of dead landscape elements, expansion of the general landscaping plan, reseeding or sodding of grass areas, and prudent and proper trimming and pruning of landscape elements.

The words "modifications to the exterior of existing structures" shall refer to changes in the exterior of any existing structure that alters the overall appearance of the structure. This shall include, but not necessarily be limited to, changes in the size, location and style of windows and doors, changes to the roofline, changes in the exterior covering material such as siding, stone, brick, stucco or shingles, changes to architectural features such as overhangs, dormers, and porches. Normal maintenance and repair of exterior features with like or similar materials shall not be considered as modifications.

The word "Outbuilding" shall mean a structure which is enclosed or covered and not directly attached to a residence.

The word "Street" shall mean the private streets, roads, avenues or terraces of whatever name as shown on the plats in the District which are recorded in the office of the Register of Deeds of Johnson County, Kansas (the "Plat"), and designated thereon as such, and shall include, without limitation the following Tracts:

Tract 7 of Whispering Hills, Section I;

Tract 17 (also labeled Trail "A", Trail "C", Trail "D" and "Whispering Dr.") of Whispering Hills, Section 2;

Part of Lots 99, 100 and Tract 10 of Whispering Hills, Section 3, a subdivision in Johnson County, Kansas, more particularly described as follows:

Beginning at the S.W. corner of said Lot 100; thence N. $88^{\circ}21'29''$ E., a distance of 254.74 feet to a point on a curve; thence on said curve to the left in a northeasterly direction, having a central angle of $26^{\circ}27'52''$, a radius of 267.66 feet, and a length of 123.63 feet to a point; thence N. $64^{\circ}10'39''$ E., a distance of 547.23 feet to a point on a curve; thence on said curve to the right in a easterly direction, having a central angle of $36^{\circ}26'04''$, a radius of 425.00 feet, and a length of 270.26 feet to a point; thence S. $79^{\circ}23'17''$ E., a distance of 96.45 feet to a point in the westerly right-of-way of Woodland Road, as now established; thence S. $0^{\circ}31'43''$ W., along the said westerly right-of-way, a distance of 60.94 feet to a point; thence N. $79^{\circ}23'17''$ W., a distance of 107.12 feet to a point on a curve; thence on said curve to the left in a westerly direction, having a central angle of $36^{\circ}26'02''$, a radius of 365.00 feet and a length of 232.10 feet to a point; thence S. $55^{\circ}23'56''$ W., a distance of 113.13 feet to a point; thence S. $62^{\circ}23'47''$ W., a distance of 372.43 feet to a point on a curve; thence on said curve to the right in a westerly direction, having a central angle of $42^{\circ}28'14''$, a radius of 386.90 feet, and a length of 286.79 feet to a point; thence N. $75^{\circ}07'58''$ W., a distance of 168.43 feet to a point on a curve; thence on said curve to the left in a northwesterly direction, having a central angle of $04^{\circ}43'52''$, a radius of 353.16 feet, and a length of 29.16 feet to the Point of Beginning but except that part of the forgoing described parcel which was conveyed to the City of Lenexa for Woodland Road right-of-way, more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of Section 26; thence North $88^{\circ}04'12''$ East, along the South line of said Quarter Section, a distance of 1204.05 feet; thence North $01^{\circ}55'48''$ West, a distance of 1006.94 feet to the existing Westerly right of way of Woodland Road and the TRUE POINT OF BEGINNING; thence South $81^{\circ}38'34''$ East, a distance of 65.61 feet to a point; thence South $01^{\circ}43'34''$ East a distance of 60.94 feet to a point; thence North $81^{\circ}38'34''$ West, a distance of 15.23 feet to a point on the existing Westerly right of way of Woodland Road; thence along the said Westerly right of way of Woodland Road and a curve to the right having an initial Tangent Bearing of North $40^{\circ}42'43''$ West, a radius of 686.62 feet

and an arc length of 85.65 feet to the TRUE POINT OF BEGINNING;

Tract 11 (also labeled "Meadow Lane", "Old Trail Rd.", "Crickett Lane" and "Mill Road") of Whispering Hills, Section III;

Tract A (also labeled as "Bridle Dale") of Plat of Whispering Hills Section 5;

Tract A (also labeled as "Sunset Drive", "Meadow Lane" and "89th Terrace") of Plat of Whispering Hills Estates;

Tract A (also labeled as "Sunset Drive" and "90th Street") of Plat of Whispering Hills Estates, Second Plat;

Tract A (also labeled as "Redbud Lane") of Plat of Whispering Hills Estates, Third Plat;

Tract A (also labeled "Sunset Drive" and "90th Terrace") of Plat of Whispering Hills Estates, Fifth Plat; and

Tract F (also labeled Deer Run and Deer Run Terr.) of Plat of Whispering Hills, Section 6.

The word "Tract" is used to designate those areas on a Plat within the District identified as a Tract thereon, and any unplatted property within the District. The tracts presently include, without limitation, the following:

Tracts 1 and 2; Tract 3 and all that part of Tract 3, lying North of and adjoining Lot 22, WHISPERING HILLS - SECTION 1, a subdivision in the City of Lenexa, Johnson County Kansas. Being more particularly described as follows; Beginning at a point in the North line of Lot 22, said point being 24.59 feet Westerly from the Northeastern corner of Lot 22; thence North 85 degrees, 05 minutes, 40 seconds West, along the North line of Lot 22, a distance of 50.50 feet; thence North 0 degrees, 54 minutes, 20 seconds East 18.50 feet; thence South 89 degrees, 05 minutes, 40 seconds East 50.50 feet; thence South 05 degrees, 54 minutes, 20 seconds West 18 feet to the point of beginning; and Tracts 4-7 platted in Plat of Whispering Hills, Section I;

Tract 8-19 platted in Plat of Whispering Hills, Section 2;

Tracts 1-3 and 5-11 platted in Plat of Whispering Hills, Section III, but except that part of the forgoing described parcel which was conveyed to the City of Lenexa for Woodland Road right-of-way, more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of Section 26; thence North 88° 04' 12" East, along the South line of said Quarter Section, a distance of 1204.05 feet; thence North 01° 55' 48" West, a distance of 1006.94 feet to the existing Westerly right of way of Woodland Road and the TRUE POINT OF BEGINNING; thence South 81° 38' 34" East, a distance of 65.61 feet to a point; thence South 01° 43' 34" East a distance of 60.94 feet to a point; thence North 81° 38' 34" West, a distance of 15.23 feet to a point on the existing Westerly right of way of Woodland Road; thence along the said Westerly right of way of Woodland Road and a curve to the right having an initial Tangent Bearing of North 40°42'43" West, a radius of 686.62 feet and an arc length of 85.65 feet to the TRUE POINT OF BEGINNING; and except the Northwest 18.5 feet of Lot 146;

Tract A platted in Plat of Whispering Hills, Section 5;

Tracts A and B platted in Plat of Whispering Hills Estates;

Tract A platted in Whispering Hills Estates, Second Plat;

Tract A platted in Plat of Whispering Hills Estates, Third Plat;

Tract A platted in Plat of Whispering Hills Estates, Fifth Plat;

The following described property:

The Northwest Quarter of Section 35, Township 12, Range 23, Johnson County, Kansas, except (i) part platted as Section III, Whispering Hills; and (ii) except Beginning at a point 1,157.65 feet West of and 747.25 feet South of the Northeast corner of the Northwest Quarter of Section 35, thence North 37° 35' 49" West a distance of 190.0 feet thence South 23° 20' 54" West a distance of 102.96 feet thence South 17° 45' 35" West a distance of 122.36 feet, thence South 82° 53' 39" East a distance of 150.0 feet, thence in a Northeasterly direction along a curve to the right having a radius of 118.26 feet, a distance of 93.49 feet to the point of beginning; and (iii) except part platted as Whispering Hills Estates; and (iv) except part platted as Whispering Hills Estates Second Plat; and (v) except part platted as Whispering Hills Estates Third Plat; and (vi) except part platted as Whispering Hills Estates Fourth Plat; and (vii) except part platted as Whispering Hills

Estates Fifth Plat; and (viii) except part in Plat of Whispering Hills, Section 6; and (ix) except part in public roads; and

Tracts B, E, F, and G, Plat of Whispering Hills, Section 6.

The words "Tract originally reserved for commercial development" mean Tracts 1 and 10 of Whispering Hills, Section III, except part of Lots 99, 100 and Tract 10 of Whispering Hills, Section 3, a subdivision in Johnson County, Kansas, more particularly described as follows:

Beginning at the S.W. corner of said Lot 100; thence N. $88^{\circ}21'29''$ E., a distance of 254.74 feet to a point on a curve; thence on said curve to the left in a northeasterly direction, having a central angle of $26^{\circ}27'52''$, a radius of 267.66 feet, and a length of 123.63 feet to a point; thence N. $64^{\circ}10'39''$ E., a distance of 547.23 feet to a point on a curve; thence on said curve to the right in a easterly direction, having a central angle of $36^{\circ}26'04''$, a radius of 425.00 feet, and a length of 270.26 feet to a point; thence S. $79^{\circ}23'17''$ E., a distance of 96.45 feet to a point in the westerly right-of-way of Woodland Road, as now established; thence S. $0^{\circ}31'43''$ W., along the said westerly right-of-way, a distance of 60.94 feet to a point; thence N. $79^{\circ}23'17''$ W., a distance of 107.12 feet to a point on a curve; thence on said curve to the left in a westerly direction, having a central angle of $36^{\circ}26'02''$, a radius of 365.00 feet and a length of 232.10 feet to a point; thence S. $55^{\circ}23'56''$ W., a distance of 113.13 feet to a point; thence S. $62^{\circ}23'47''$ W., a distance of 372.43 feet to a point on a curve; thence on said curve to the right in a westerly direction, having a central angle of $42^{\circ}28'14''$, a radius of 386.90 feet, and a length of 286.79 feet to a point; thence N. $75^{\circ}07'58''$ W., a distance of 168.43 feet to a point on a curve; thence on said curve to the left in a northwesterly direction, having a central angle of $04^{\circ}43'52''$, a radius of 353.16 feet, and a length of 29.16 feet to the Point of Beginning, but except that part of the forgoing described parcel which was conveyed to the City of Lenexa for Woodland Road right-of-way, more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of Section 26; thence North $88^{\circ}04'12''$ East, along the South line of said Quarter Section, a distance of 1204.05 feet; thence North $01^{\circ}55'48''$ West, a distance of 1006.94 feet to the existing Westerly right of way of Woodland Road and the TRUE POINT OF BEGINNING; thence South $81^{\circ}38'34''$ East, a distance of 65.61 feet to a point; thence South $01^{\circ}43'34''$ East a distance of 60.94 feet to a point; thence North $81^{\circ}38'34''$ West, a distance of 15.23 feet to a point on the existing Westerly right of way of Woodland Road; thence along the said Westerly right of

way of Woodland Road and a curve to the right having an initial Tangent Bearing of North 40°42'43" West, a radius of 686.62 feet and an arc length of 85.65 feet to the TRUE POINT OF BEGINNING;

Such Tract may be used for recreational or residential purposes with the approval of the Architectural Committee and, if residential, the developer or current owner will re-subdivide into lots, anything elsewhere herein contained to the contrary notwithstanding.

PERSONS BOUND BY THESE RESTRICTIONS. All persons and entities who now own or shall hereafter acquire any interest in the property within the District agree and covenant with the other owners of property within the District and with the Association and the successors, heirs and assigns of each, to subject their property hereto and to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of a residence and improvements thereon for a period of time ending on December 31, 2025, except as the same may be amended by the provisions hereof, provided, however, that each of said restrictions shall be renewable by amendment in the manner hereinafter set forth.

SECTION 1. USE OF LAND. None of the Tracts except Tracts reserved for commercial development shall be improved or used for residential or commercial purposes. Such Tracts are Common Areas and shall only be improved and used for streets and other Association purposes, such as recreational purposes, as shall be approved by the Board of Directors of the Association. Each such Tract shall constitute a Common Area, as that term is defined herein, and all such "common areas" are dedicated to or set aside for the common use of all of the owners within the District, and such guests, permittees, and licensees of such owners as are permitted such use by the rules of the Association. Common Areas shall not be improved or used for residential purposes. All Lots shall be used and improved only for private residence purposes. No flat or apartment house, although intended for residential purposes, shall be

erected on any Lot. Any residence erected or maintained on any Lot herein shall be designed for occupancy by a single family.

The routine maintenance of drainage facilities, turf, shrubs, and trees in Common Areas located between a residence on a Lot and an abutting street is the primary responsibility of the owner of such Lot. No changes or landscaping work may be done to this Common Area, which will have an effect on the water runoff or drainage without prior written approval from the Board of Directors.

All Tracts and driveway easements shall be subject to utility easements; the precise location of lines, including septic laterals, shall be approved by the Architectural Committee. Such utility easements shall entail and permit the exercise of all the usual rights, powers, privileges and immunities appertaining to such easements, including, but not limited to, laying, constructing, maintaining and repairing.

No Lot may be replatted or subdivided into two or more separate Lots without the prior written approval of the Board of Directors of the Association.

All vehicles involved with the development of Whispering Hills Estates will use 91st Street as the primary entrance and exit and the developer or current owner shall use his best efforts to cause construction vehicles to use 91st Street for access to Whispering Hills Estates.

All vehicles involved with the development of roads and utilities in Plat of Whispering Hills, Section 6, will use Mill Road to Redbud Lane, then cross Lot 11 and Tract E of Plat of Whispering Hills, Section 6, as the entrance and exit routes.

SECTION 2. PRIOR APPROVAL OF PLOT AND BUILDING PLANS.

All plot and building plans, with detailed specifications and material lists, for new construction, modifications to the exterior of existing structures, additions to existing structures

whether enclosed or open, and modifications to existing site topography or landscaping, or both, must be submitted to and approved in writing by the Architectural Committee prior to the commencement of actual construction. These plans and specifications may be approved if, after satisfying all the other provisions of these restrictions and all municipal building codes, such plans shall be in general conformity with the size, design, quality and materials of the existing styles of residences in the District. Failure to provide plot and building plans for approval will result in a penalty in an amount of one and one-half times the amount of the required deposit amount. Failure to pay the assessed penalty will result in a lien filed against the residential property.

All submitted plans and specifications shall be in final form, complete in every detail, and no changes shall be made after approval by the Architectural Committee unless all said changes are also approved in writing by the Architectural Committee. Two sets of plans and specification are to be submitted. One set will be retained by the Architectural Committee and the other set shall be returned to the Lot owner, either approved or disapproved.

In no event shall any Lot owner construct a residence which is substantially identical to an existing residence in the District, nor shall two or more residences be built from the same plans without the written consent of the Architectural Committee. Modification to existing residences shall adhere to the same provisions in these restrictions as new construction. At the time of such submission, a non-refundable payment to the Association or a security deposit, or both, in amounts fixed by the Board of Directors, shall be made as compensation for and as security for damage to streets and other property that might be caused during the course of construction and to assure conforming completion of the construction. Such deposit or part thereof which as is not needed in order to remedy such damage or complete such construction

shall be refunded upon the completion of construction and landscaping. The fee and deposit shall be in such amounts as are fixed from time-to-time by the Board of Directors.

The Architectural Committee, the Board of Directors and the Association shall not be held liable for any damages resulting or claimed to result from its approval or disapproval or its failure or refusal to approve any plot or building plans submitted hereunder.

SECTION 3. SETBACK OF RESIDENCES FROM STREET. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the street than is the building line or lines on the Plat thereof. Reference is made herein to building lines for the purpose of determining the location of any residence with reference to the adjoining street or streets, and in case of relocation of any said streets, changes may be made by the Board of Directors in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said Plat with reference to the present location of said streets, and provided, further, that the Board of Directors shall have and does hereby reserve the same privilege to changing the location of any such new building lines so established as it has in the case of those shown on said Plat, and provided, further, that the widening of any of said streets shall not, for the purposes of these restrictions, be deemed to be a relocation of such street.

Those parts of the residence that may project nearer to the front lot lines that are the setback lines to be hereinafter established, and the distance that each may project, are as follows:

(a) Window Projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the building lines not to exceed three (3) feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises, and other similar projections, and any other projections for purely ornamental purposes, may project beyond the building lines not to exceed three (3) feet.

(c) Vestibule Projections: Any vestibule not more than one (1) story in height, may project beyond the building lines not to exceed three (3) feet.

(d) Porch Projections: Unenclosed, covered porches, balconies and *porte cocheres* may project beyond the building lines not to exceed eight (8) feet.

SECTION 4. FREE SPACE REQUIRED. The main body of any residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth above in Section 3, erected or maintained on any of the Lots, or on any part or parts thereof, shall not occupy more than seventy-five percent (75%) of the width of the Lot on which it is erected, measured in each case on the building lines as shown on the applicable plat or as from time-to-time approved by the Board of Directors; and any such residence, exclusive of those projections specifically referred to in subparagraphs (a) and (b) of Section 3 hereof, shall be set back a distance equal to at least ten percent (10%) of the width of the Lot at the front building line from each of the side lines of the Lot on which such residence is erected. It is provided, however, that the maximum width of any residence which may be erected on any of the said Lots may, with the consent in writing of the Board of Directors, be increased by not to exceed ten percent (10%) of the width of any such Lot, measured as above provided. It is further provided that the required set back from the side lines of the Lot, as herein provided, may, with the consent in writing of the Board of Directors, be reduced by not to exceed twenty percent (20%) of the amount of such required set back;

provided, however, that this reservation shall in no way whatsoever affect the provision relative to the change in said building lines as set forth in Section 3 herein.

SECTION 5. SIZE OF NEW RESIDENCES. No residence shall be constructed or permitted to remain upon any Lot without the prior written consent of the Board of Directors unless it meets the following enclosed finished living area requirements:

(a) One (1)-story new residences must have a total enclosed finished living area of not less than (i) two thousand two hundred (2,200) square feet in the following Plats: Section I, Section 2, Section III and Section 5; (ii) two thousand three hundred fifty (2,350) square feet in the following Plats: Estates, Estates Second, Estates Third, Estates Fourth, Estates Fifth; and (iii) three thousand two hundred (3,200) square feet in Plat of Whispering Hills, Section 6, and all plats filed on a Tract or added to the District after the recording hereof.

(b) Two (2) story new residences must have a total enclosed finished living area of not less than (i) two thousand six hundred (2,600) square feet in the following Plats: Sections I, 2, III and 5, Estates, Estates Second, Estates Third, Estates Fourth, Estates Fifth; and (ii) three thousand two hundred (3,200) square feet in Plat of Whispering Hills, Section 6, and all plats filed on a Tract or added to the District after the recording hereof.

(c) One and one-half (1-1/2) story new residences must have a ground floor area of not less than (i) one thousand eight hundred (1,800) square feet and a total floor area of not less than two thousand six hundred (2,600) square feet; and (ii) three thousand two hundred (3,200) square feet in Plat of Whispering Hills, Section 6, and all plats filed on a Tract or added to the District after the recording hereof.

The term "enclosed finished living area" as used herein shall exclude all attached garages, carports, greenhouses, porches, breezeways and like annexed structures (whether or not

enclosed) and all detached structures including, but not limited to, those described in the following Section 6.

SECTION 6. OUTBUILDINGS, PERGOLAS AND DETACHED STRUCTURES PROHIBITED. No Outbuildings, pergolas or detached structures may be erected on any Lot without the prior written consent of the Architectural Committee.

(a) No pergolas or detached structures for purely ornamental purposes may be erected on any part of any Lot without the prior written consent of the Architectural Committee.

(b) No Outbuildings may be erected on any part of any Lot less than two (2) acres without prior written consent of the Architectural Committee.

(c) Outbuildings are permitted on Lots of two (2) acres or more, however, plans for such Outbuildings must be submitted to and approved by the Architectural Committee, including the size, location, screening and style, prior to construction. Outbuildings must conform to the exterior style, colors, roofing and materials of the residence. No Outbuildings are permitted on Lots without an existing residence unless approved by the Board of Directors of the Association.

SECTION 7. OVERHEAD UTILITY LINES PROHIBITED. No overhead utility lines may be constructed or maintained, nor may any right of way or easement therefore be granted, on any part of any Lot without the prior written consent of the Board of Directors.

SECTION 8. STORAGE OF CERTAIN ARTICLES IN YARDS PROHIBITED. No discarded, unused, junk or scrap parts of any automobile, inoperative motor vehicle or motor vehicle without a current state registration, or other vehicle, or any household appliance may be located or stored in any yard in any Lot for a period of more than seven (7) days without the written consent of the Board of Directors. Home outdoor cooking equipment shall be located in the back yard of a residence and screened from front street visibility.

SECTION 9. TYPES OF ROOFS AND FENCES. All residences and other structures on the Lots shall have roofs constructed of wood, tile or slate, or decorative metal and/or composite material made to resemble natural materials. All roof materials, whether on new construction or re-roofing existing structures, require approval in writing by the Architectural Committee prior to application.

No fence may be erected more than six (6) feet high between the established front building line and the front Lot line without the prior written approval of the Architectural Committee. All fences erected on Lots must be constructed of natural cedar, redwood, brick, stone, wrought iron and/or composite material made to resemble natural materials or similar materials, each as specifically approved in writing by the Architectural Committee in each case.

SECTION 10. MAINTENANCE OF EXISTING STRUCTURES. It is the responsibility of each owner of a Lot to maintain his or her Lot and residence in good repair and condition.

(a) Vacant Lots: Any part/portion of a Lot which has not been cleared or otherwise modified from its natural state may be maintained in its original natural state. Any part or portion of a Lot which has been cleared or otherwise modified from its original natural state shall be well maintained and neat in appearance. This shall include regular mowing of weeds and treatment of noxious plants, as well as removal of all trash and debris.

(b) Landscaping: The general style of landscaping of all Lots shall be consistent with the architectural characteristics of the residence, the site terrain, and the landscaping of neighboring Lots. All landscaping shall be properly maintained. Dead, diseased or damaged trees, bushes and ground cover shall be promptly removed, trimmed, pruned or treated as appropriate. Trees and bushes shall be properly trimmed and pruned. Grass shall be regularly

mowed and kept free of excessive weeds. Original natural areas that have been kept in the natural state may be maintained in their original natural state, subject to removal of dead, diseased, and/or damaged growths. Trash and debris shall not be stored or otherwise be allowed to remain on any Lot.

(c) **Residence Exteriors:** The exteriors of residences shall be maintained in good repair and condition. The exterior condition of any residence shall be in general conformity with the quality and materials and shall conform to the aesthetic characteristics of the other residences within the District, and shall match the aesthetic characteristics of the District. Materials on the exterior of residences and other improvements shall receive regular and proper maintenance. Materials that have been damaged or have deteriorated due to environmental factors, insects, old age or lack of proper maintenance shall be properly repaired or replaced. Repair and replacement materials shall match existing materials unless the owner of the Lot receives written approval from the Architectural Committee for a change. Other exterior construction, including, but not limited to, decks, patios, sidewalks, driveways, tennis courts, and swimming pools shall be properly maintained and in functional condition. Materials for driveways and sidewalks shall be as approved by the Architectural Committee.

SECTION 11. OIL TANKS PROHIBITED. No tank for the storage of fuel may be maintained on any Lot.

SECTION 12. LIVESTOCK PROHIBITED. 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. In no event, however, shall more than two (2) dogs be raised, bred, or kept on any Lot.

Horses will not be allowed on the Common Areas unless the Board of Directors has approved such use.

SECTION 13. BILLBOARDS PROHIBITED. No signs, other than ornamental signs erected to identify the development, sections thereof, or entrances thereto, and other than signs approved by the Architectural Committee for identification of streets, traffic control and directional purposes, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the Lots; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot or Tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or Tract upon which it is erected.

SECTION 14. ANTENNAS, ENERGY SYSTEMS, AND CLOTHES LINES. Communication and alternative or on-site energy collection or generation systems or equipment, and exterior clothes lines are permitted only with the prior approval of the Architectural Review Committee. The Committee has the exclusive right to determine the location, design, appearance, colors, and other aesthetic features of said items.

SECTION 15. OVERNIGHT PARKING OF TRUCKS, TRAILERS, BOATS OR DELIVERY VEHICLES PROHIBITED. No trucks larger than $\frac{3}{4}$ ton, recreational trailers, boats, buses, campers which cannot be licensed as passenger vehicles, or delivery trucks may be stored or parked overnight on any of the Lots or Tracts, except in enclosed garages. Small utility trailers may be stored or parked on a lot overnight if out of sight of the streets and neighbors.

SECTION 16. BURNING OF TRASH, LEAVES, OR OTHER WASTE PROHIBITED. No trash, leaves, or other waste may be burned on any of the Lots or Tracts without obtaining a City burning permit.

SECTION 17. LIMITED USE OF MOTOR VEHICLES. With the exception of maintenance and construction vehicles, the use of that portion of Common Areas used as private roads is limited to licensed vehicles driven by licensed operators. Except as provided above, no motorized vehicle may be operated at any time on any part of the Common Areas.

SECTION 18. GARAGE DOORS. All doors on garages located on the Lots shall be kept closed except when opened for the purpose of ingress or egress.

SECTION 18A. TRAFFIC AND SECURITY ENFORCEMENT. The Association may, but shall not be obligated to, maintain or support certain activities within the District designed to make the District safer than it otherwise might be. The Board shall have the right to authorize the officers to enter into any contract with any governmental law enforcement agency or private security service, or both, to enforce traffic and safety laws or Association rules or regulations, or restrictions, and to allow for fines or citations, or both, to be issued by law enforcement or security service. The Association shall not in any way be considered to be an insurer or guarantor of security within the District. The Association shall not be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All owners of any unit, tenants, guests, and invitees of any owner, as applicable, acknowledge that the Association and its Board of Directors and officers do not represent or warrant that any security or similar system or measures undertaken may not be compromised or circumvented, that any such systems or measures will prevent loss by fire, smoke, burglary, theft, robbery, or otherwise, nor that such systems or measures will in all cases

provide the detection or protection for which the system is designed or intended. Each owner and each guest and invitee of an owner, as applicable, acknowledges and understands that the Association, its Board of Directors and officers, are not insurers and that each owner and each tenant, guest, and invitee of any owner assumes all risks for loss or damage to persons, to units, and to the contents of units and further acknowledges that the Association, its Board of Directors and officers have made no representations or warranties nor has any owner, occupant, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any security systems recommended or installed or any security measures undertaken within the District.

SECTION 18B. RULES AND REGULATIONS. The Association, through its Board, shall have the authority from time-to-time to adopt and revise rules and regulations governing the use of Common Areas and, once adopted, the Association shall publish such rules and regulations to the Members by means determined by the Association to provide reasonable notice of the rules and regulations to the Members. The Association has the authority to suspend or curtail access to or use of the Common Areas and impose fines, citations, and other reasonable sanctions for the violation of the restrictions, or the rules and regulations. Whenever violations of restrictions, rules and regulations enacted by the Board, justify the imposition of sanctions, such sanctions shall be imposed only in accordance with the following procedure (and such further procedures as the Board may adopt):

(a) When an Owner has committed an offense justifying the imposition of sanctions, he or she shall be given written notice of the alleged offense(s), and the sanction to be imposed, by the Board.

(b) The Owner shall have twenty (20) days following date of the notice to request a hearing in front of the Board. Such request shall be made in writing to the Board. If such a hearing is not requested, ALL SANCTIONS SPECIFIED IN THE NOTICE SHALL BE EFFECTIVE UPON THE EXPIRATION OF THE TWENTY (20) DAY PERIOD.

(c) If a hearing before the Board is requested, it shall be held at the next scheduled meeting of the Board occurring after the receipt of the request by the Board. At the hearing, the Owner(s) shall be allowed to be present and may be represented by counsel. The Board may delegate the appeals duty to a committee.

(d) After the appellate hearing, the Board or committee shall make a decision to uphold or dismiss the alleged violation(s) and the appropriate sanctions to be imposed. This decision shall be in writing and forwarded to the Owner(s), by certified mail, within ten (10) days of the hearing. The decision shall specify the restrictions, rules, and regulations which have been violated, the acts constituting such violations, and the sanction(s) imposed, or dismissal of the case.

(e) If the initial appeal was to a committee, the Owner shall have twenty (20) days, following date of the decision of the committee in which to request a hearing before the Board. Such requests shall be made in writing to the Board. If a hearing before the Board is requested, the committee decision shall be stayed. If no hearing is requested, the committee decision shall become final, and the sanction(s) recommended therein shall be effective twenty (20) days after the date of the committee decision to the Owner(s).

(f) If a hearing is requested before the Board, it shall be held at the next regular meeting of the Board, or at a special meeting called before the next regular Board meeting. At such

hearing, the Board shall receive and consider the decision of the committee and any testimony or other evidence which the Owner(s) desire to present.

(g) Within ten (10) days of the hearing, the Board shall render a written and final decision and cause it to be served on the Owner(s) by certified mail. The decision shall specify the restrictions, rules, and regulations which have been violated, the acts constituting such violations, and the sanctions imposed, or dismissal of the case.

Failure to abide by sanctions may result in:

(x) A civil action in any Court of competent jurisdiction, and the recovery of costs and reasonable attorney's fees from the non-complying owner(s).

(y) Criminal prosecution for trespass or other appropriate offenses.

(z) Liens.

In addition to the methods enumerated in Section 18B, above, for enforcing sanctions, for each twenty (20) day period from the date the sanction is initially imposed, the sanction or fine will be doubled up to a maximum One Thousand Dollar (\$1,000) fine for each violation. This fine must be paid within twenty (20) days or a lien will be imposed upon the Lot.

SECTION 19. AMENDMENT AND TERMINATION. The terms and provisions of this instrument may be amended, modified, changed, extended or canceled, in whole or in part, by written agreement signed by the owner or owners of more than fifty percent (50%) of all of the Lots. Such instrument shall be effective on the date of its recording in the office of the Register of Deeds of Johnson County, Kansas.

SECTION 20. RIGHT TO ENFORCE. The restrictions herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold agree and covenant with the owners of the Lots and

Tracts, and with their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots and Tracts and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any persons or entity, except in respect of breaches committed during that person's or entity's seisin of title to said land; and said owners and, also, the Association, their successors and assigns, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observation of the restrictions set forth herein, in addition to ordinary legal actions for damages, which shall include, without limitation, attorney's and witnesses' fees and expenses, court costs and filing fees; and failure of said owners and, also, the Association, their successors and assigns to enforce any of the restrictions 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. Said owners and, also, the Association, may assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights, or any one or more of them at, any time or times, in the same way and manner as though directly reserved by them or it, in this instrument. In addition to the foregoing, the additional persons entitled enforce Section 22 as identified therein.

SECTION 21. GRANT OF EASEMENTS. Nothing herein shall preclude the Board of Directors from granting utility easements over, across, or upon property owned by the Association in order to implement the plan for development of the District.

SECTION 22. LAKEFRONT PROPERTY.

(a) All matters pertaining to the use, maintenance, preservation, improvements, dredging and shore-line stabilization of the lake adjacent to and, in part, located

on Lots 27 and 28 of Whispering Hills Estates Fifth Plat and 32, 33, 34 and 35 of Whispering Hills Estates, Second Plat shall be determined and resolved and the cost thereof shared by the present and future owners of said Lots and by the owners of any other platted or unplatted Tracts or Lots which are adjacent to or which include any portion of said lake.


(b) For the purpose of permanently establishing the percentage of control and the financial responsibility for such lake use, maintenance, preservation, improvement, dredging and shore-line stabilization, the owners of Lots 27 and 28 of Whispering Hills Estates Fifth Plat and 32, 33, 34 and 35 of Whispering Hills Estates, Second Plat reserve the privilege and may hereinafter cause to be filed in the office of the Register of Deeds of Johnson County, Kansas, a plat or other document applicable to said Lots which assigns such percentage of control and financial responsibility to the present and future owners of said Lots and to any other platted or unplatted tracts or lots which may be adjacent to or which include any portion of said lake.

(c) All decisions applicable to the use, maintenance, preservation, improvement, dredging and shore-line stabilization of said lake shall be determined by a majority vote of the percentage of such control as established and assigned by the owners of Lots 27 and 28 of Whispering Hills Estates Fifth Plat and 32, 33, 34 and 35 of Whispering Hills Estates, Second Plat.

(d) After ninety (90) days, any unpaid portion of any cost of such maintenance, preservation, improvement, dredging and/or shore-line stabilization, subject to the lien of any valid first mortgage, shall become a foreclosable lien against the lot or tract of the owner thereof who has not paid his, her, their or its determined and appropriate share of such cost. This lien shall inure to and be foreclosable by the owners of Lots 27 and 28 of Whispering Hills Estates Fifth Plat and 32, 33, 34 and 35 of Whispering Hills Estates, Second Plat.

IN WITNESS WHEREOF, the Whispering Hills Homes Association has caused this Amendment and Restatement to be executed by an authorized officer and the parties executing counterpart signature pages have adopted this Amendment and Restatement as of the day and year appearing first above.

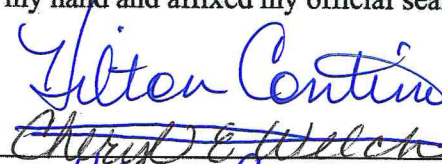
**WHISPERING HILLS
HOMES ASSOCIATION**

By 
MICHAEL REA
President

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 24th day of December, 2010, before me appeared Michael Rea, to me personally known, who, being by me duly sworn, did say that he is the president of Whispering Hills Homes Association, a Kansas nonprofit corporation, and that such instrument was executed for the purposes stated therein in behalf of the corporation by authority of its board of directors, and acknowledged such instrument to be the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

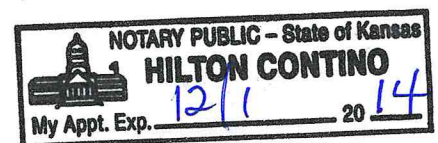

NAME: Hilton Contino
Notary Public

My Commission Expires:

Sept 20, 2011
12/1/14




SEE ATTACHED COUNTERPART SIGNATURE PAGES,
WHICH ARE INCORPORATED HEREIN.



**SIGNATURE PAGE FOR FOURTH AMENDMENT
AND RESTATEMENT OF DECLARATION OF RESTRICTIONS
OF WHISPERING HILLS AND WHISPERING HILLS ESTATES**

The Whispering Hills Homes Association, a Kansas nonprofit corporation, is the owner of Lots 1, 2 and 3, Section I, WHISPERING HILLS. This signature page is to be attached to and become part of the Fourth Amendment and Restatement of Declaration of Restrictions of Whispering Hills and Whispering Hills Estates.


**WHISPERING HILLS
HOMES ASSOCIATION**

By  _____
MICHAEL REA
President

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 20th day of October, 2010, before me appeared Michael Rea, to me personally known, who, being by me duly sworn, did say that he is the president of Whispering Hills Homes Association, a Kansas nonprofit corporation, and that such instrument was executed for the purposes stated therein in behalf of the corporation by authority of its board of directors, and acknowledged such instrument to be the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

 _____
Notary Public

My Commission Expires:

Sept. 20, 2011

