

# Declaration of Restrictions

KNOW ALL MEN BY THESE PRESENTS, that Woodson Estates Homes Association, a Missouri non-profit Homes Association, the undersigned, being the owners of Woodson Estates, a subdivision of land in Raytown and Kansas City, Jackson County, Missouri, for the purpose of securing the orderly and uniform improvement of said lots, do hereby declare that each of said lots be subject to the covenants and restrictions which shall run with the land and bind the present and all subsequent owners of said lots, which said covenants and restrictions are as follows, to wit:

1. No dwelling shall have a flat top roof, and the roof of all dwellings shall be covered with wood shingles sawn from a log or wood shakes split from log or GAF Timberline or Grand Sequoia, Class A, fiberglass asphalt laminated shingles, at minimum the equivalent of GAF Timberline or Grand Sequoia, Class A, in a weather wood color and a thirty year or longer limited warranty.
2. All mailboxes shall be of an ornamental type attached to the house unless the U.S. Postal Service requires another type boxes and location. Plat 10 homeowners shall have curb mailboxes and shall be responsible for their maintenance and up-keep. All mailboxes whether attached or on the curb shall be well maintained (painted, stain, no rotten wood or rusted bent metal).
3. No fencing shall be permitted on any lot unless the same is of a type commonly known as chain link fence, ornamental yard fence, or a yard type board fence, and no fencing shall extend nearer to the front street than the rear foundation line of the dwelling for which the fencing is constructed. On corner lots no fencing shall extend nearer the side street than the end of the foundation line of the dwelling for which the fencing is constructed. No fences shall exceed six feet in height.
4. No lot owner, tenant, licensee, or invitee of any lot owner, shall park nor permit the parking of any motor vehicle overnight (12:00 a.m. to 7:00 a.m.) on any street in the subdivision.
5. No truck or motor vehicle type truck exceeding a one ton truck shall be parked outside of the residence garage more than forty-eight hours during any seven consecutive days. No boat, camper, RV or trailer of any type, including flat bed or moving trailers, shall be parked outside of the residence garage more than forty-eight hours during any seven consecutive days.
6. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. This includes keeping unused or inoperable vehicles, trash or any items in the driveway or around the property.
7. No structure such as but not limited to a trailer, basement, tent, shack, garage, car port, barn or other outbuilding shall be used on any part of said described land without prior approval by the Woodson Estates Board of Directors. Pre-made metal, plastic, fiberglass, rubber outbuildings are prohibited. Along with criteria established by the Board, said structures shall meet the minimum following standards:
  - A. City building and permit requirements.
  - B. Maximum size of ten feet by twelve feet (10' x 12').
  - C. Placed on a concrete pad.
  - D. Must use treated lumber for frame.
  - E. Must use wood or vinyl siding.
  - F. Must be in back yard.
  - G. Same roof requirements as house.
  - H. Same color as house.
  - I. Can only be one story high, no taller than eight feet.
  - J. Only one per lot.
8. Any recreational or playground equipment such as but not limited to swing sets, slides, or trampolines shall be located in the rear of the structure. The only exception to this is that basketball goals may be located in the driveway. At no time are portable basketball goals allowed in the streets within the development.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said described premises, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall be restricted to their owner's property according to city ordinance. (Kansas City Chapter 14 Municipal Code, Raytown Chapter 6 Municipal Code)

10. All residences shall be connected to public sanitary sewer lines.

11. Any outside trash receptacles shall be within five feet of the house, shall be hidden in the rear of the structure, and limited to no more than two receptacles. There shall be no burning of trash outside.

12. If clothes lines are used, they shall be collapsible and shall not be left up when not in use.

13. Owners of improved and unimproved lots shall keep weeds and grass mowed when in an area of improved lots. Weeds and grass shall not exceed eight inches in height. Each lot shall be kept cleared of dead shrubs and trees. No lot owner or tenant shall dump or permit the dumping of rubbish, waste, refuse, debris or garbage or similar materials in the district. A special assessment shall be imposed and collected by the association against the owner for the purpose of maintaining the appearance thereof if, in the opinion of the Association's Board of Directors, the owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris.

14. All plans and specifications for construction of a dwelling shall be submitted for approval of the Woodson Estates Home Association Board and its approval shall be written approval, and if written objections to the plans for construction are not made to the person who submits the plans within thirty days after the delivery of said plans, such plans shall be deemed to have been approved unless a prior waiver is delivered to that person submitting the plans. Under no circumstances shall this clause be considered as a legal obligation of the Woodson Estates Home Association Board and under no circumstances shall it be liable for damages of any nature or description arising from any interpretation or construction that might be placed on this paragraph.

15. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Enforcement of any one or more of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages or both. A special assessment shall be imposed and collected by the Board of Directors against owners for the purpose of maintaining the restrictions if, in the opinion of the Association's Board of Directors, the owner shall have failed or refused to maintain the restrictions. The enforcement guidelines and assessment amounts will be set by the Board and must be voted in by a majority at the annual home association meeting prior to implementation.

17. These covenants and restrictions are to run with the land and shall be binding on all persons, firms, or corporations for a period of twenty-five years from the date of recording, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part.

18. Changes to increase these restrictions can be made by obtaining signed consent for the specific changes from two-thirds of the property owners in Woodson Estates Home Association.

I certify that as the owner(s) of the property located at \_\_\_\_\_,  
and as member(s) of the Woodson Estates Homes Association, I consent to this Declaration of Restrictions for the  
Woodson Estates Homes Association.

Print name of owner(s): \_\_\_\_\_

Signature of owner(s): \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_