

DECLARATION OF RESTRICTIONS

WILDWOOD LAKES HOMEOWNERS ASSOCIATION, a non-profit Missouri Homeowners Association, Covenants and Restrictions enforcer of the following described real property, to-wit:

- All of Lots 1-26, WILDWOOD LAKES SOUTH
- All of Lots 1-33 WILDWOOD LAKES EXTENSION
- All of Lots 1 and 2 WILDWOOD LAKES SOUTH-WEST
- All of Lot 1 WILDWOOD LAKES SOUTH-EAST
- All of Lots 1 and 2 WILDWOOD LAKES NORTH,
Subdivisions in Raytown, Jackson County, Missouri,

for the purpose of securing orderly and uniform improvements of said property, and to the objective that the undersigned, its successors, assigns and future Grantees may be protected and assured that the above described lands shall be used for high class residential purposes. We the undersigned hereby declare that the above described lands are held and shall be conveyed subject to the reservations. restrictions and covenants hereinafter set forth.

SECTION I - USE OF LAND

(A) All of Lots 1 26, Wildwood South, All of Lots 1-33, Wildwood Lakes Extension, All of Lots 1 and 2 Wildwood Lakes South-West and all of Lot 1 Wildwood Lakes South-East and all of Lots 1 and 2 Wildwood Lakes North, subdivisions in Raytown, Jackson County, Missouri

- (1) The above lands, may be improved, used or occupied for private residence, and no flat or apartment house though intended for residential purposes may be erected thereon.
- (2) All improvements designed for occupancy by a single family, shall not be more than 2 stories, except that split-level construction shall be permitted.
- (3) No part of any residence may be erected or maintained on any of said lands nearer to the street than the minimum building set back line shown on the face of the recorded plats.
- (4) No trailer, basement, tent, shack, garage, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted. In reference to Lot 1-26 Wildwood South: No clothesline of a permanent type shall be erected on any lot. No permanent type trash burner shall be erected and trash burning will not be permitted after 4:00 PM.
- (5) No structure shall be moved on said premises from another location, and no dwelling or residence shall be occupied until fully completed, and such dwelling or residence must be fully completed within 6 months after the first earth excavation is started. With the exception of Lot 1-26 Wildwood South, the following applies: In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three months.
- (6) Household pet owners are bound to the rules of the City of Raytown's animal ordinances, regulations, and enforcement in order to adhere to responsible pet ownership and safety of the animals and people in the community.
- (7) No school buses, tractors, trucks larger than a pick-up truck, trailers (empty or loaded), equipment, or any other commercial vehicles, shall be parked on the lot or at the curb for more than four (4) hours at any one time.
- (8) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.
- (9) Easements for installation and maintenance of utilities, sewers and drainage facilities are hereby reserved as shown on the recorded plat.

SECTION II - APPROVAL OF PLANS AND SPECIFICATIONS OF IMPROVEMENTS PERMITTED

(10) All plans and specifications for the construction of a dwelling or residence shall be submitted to Wildwood Lakes Homeowners Association for its approval.

(11) No fencing shall be permitted on any lot unless the same is yard fencing, and approval for all fencing must be obtained in the manner and method as set out in Paragraph 10, but no fencing to extend nearer to front street than the front line, or to the side street than the side line of that particular residence unless approved by the Wildwood Lakes Homeowners Association, except decorative railing along walkways which must be submitted for approval along with plans and specifications.

(11-A) In addition, the following applies to Lots 1-26 Wildwood South: all plans, specifications and location for the construction of a swimming pool must be submitted as set forth in Paragraph 10.

(12) All improvements shall be connected with the sanitary sewer system, which is now constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage disposal shall be installed or permitted to remain on any lot, unless approved by the Wildwood Lakes Homeowners Association.

(13) No residence of one story shall be erected having a ground floor area of less than 1250 sq. ft. exclusive of porches, garages and breezeways. No split-level residence shall be erected having a living area of less than 1250 sq. ft. on the two main levels. No residence of two stories, or one and one-half stories, shall be erected having less than 1000 sq. ft. on the ground level. No residence having the appearance, from the front, of a two-story residence, including the foundation, with the principal living area on the second floor, shall have less than 1200 sq. ft. on the second floor or principal living area. No residence shall have more than two (2) garages, which may be attached or built-in garages. All driveways shall be poured concrete or asphalt, and shall extend to the curb line of the street upon which the premises fronts, or to the curb line on the side street.

(13-A) No residence on Lots 1 and 2 Wildwood Lakes North of one story shall be erected having a ground floor area of less than 1000 sq. ft. exclusive of porches, garages, and breezeways. No split-level residence shall be erected having a living area of less than 1000 sq. ft. on the two main levels. No residence of two stories, or one and one-half stories, shall be constructed having less than 800 sq. ft. on the ground level. No residence having the appearance, from the front, of a two-story residence, including the foundation, with the principal living area on the second floor shall have less than 1000 sq. ft. on the second floor or principal living area. No residence shall have more than two (2) garages, which may be attached or built-in garages. All driveways shall be poured concrete or asphalt, and shall extend to the line of the street upon which the premises fronts, or to the line of the side street.

SECTION III - SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

(14) The construction of placing of signs, billboards or advertising structures of any kind is prohibited, except that one sign advertising the rental or sale of property is permitted, provided it does not exceed five (5) square feet, in size, and further that the developers may maintain a large sign or signs pertaining to said development prior to completion, or temporary signs advertising garage/yard sales. Additionally, in order to retain the neighborly good of the community, temporary political signs pertaining to a specific group, party, or affiliation are strictly prohibited.

(15) No tanks for the storage of oil or other fluids may be maintained or held on any portion of the premises above or below the surface of the ground.

(16) No trash, ashes or other refuse shall be thrown or dumped upon any undeveloped portions of said land.

(16-A) All vehicles must be in presentable and running condition in any area of Wildwood Lake Homeowners Association.

SECTION IV - HOME OWNERS ASSOCIATION

(17) Each lot owner in Wildwood South, Wildwood lakes Extension, Wildwood Lakes South-West, Wildwood Lakes South-East, Wildwood lakes North Subdivisions must become a member of a Homeowners Association as herein provided:

(18) Each initial property owner (Lot Owner) must apply for membership in the WILDWOOD LAKES HOME OWNERS ASSOCIATION OF RAYTOWN, MISSOURI, and said initial property owner (lot Owner) or their successors, assigns, heirs, and future grantees must make subsequent annual applications for membership, if required, in said Home Owners Association, and if said application for membership is accepted, such property owner (Lot Owner) is bound by and governed by the Constitution Articles of Incorporation of The Wildwood lakes Home Owners Association dated January 21, 1954, and any Amendments or Supplements thereto including By-Laws, Rules & Regulations duly adopted, passed and promulgated thereto. Said initial Application and any subsequent

Applications must be accompanied by membership fees or dues in the form of a check or other legal tender when Application is submitted to the Board of Directors of said Homeowners Association.

(18) d Lakes Extension, Wildwood Lakes South- west, Wildwood Lakes South-East and Wildwood Lakes North Subdivisions of Raytown, Jackson County, Missouri, decide that they do not desire to be members of said Wildwood Lakes Homeowners Association of Raytown, Missouri, they may, by a petition signed by a majority of lot owners, thereof appoint a committee of not less than three (3) members to form or incorporate their own Homeowners Association, said committee members must be owners of lots in Wildwood South, Wildwood Lakes Extension, Wildwood Lakes South-West, Wildwood Lakes South-East or Wildwood Lakes North Subdivisions of Raytown, Jackson County, Missouri, and any expenses incurred by said Committee in forming or incorporating said Homeowners Association, including legal fees, is to be assessed proportionately against each such Lot Owner. In determining the foregoing, each Lot Owner in said Wildwood South, Wildwood Lakes Extension, Wildwood Lakes South-West, Wildwood Lakes South-East, Wildwood Lakes North subdivisions is entitled to one vote.

(19) If any Lot Owner in Wildwood South, Wildwood Lakes Extension, Wildwood Lakes South-West, Wildwood Lakes South-East and Wildwood Lakes North Subdivisions neglects or refuses to pay any Home Owners membership fees or dues, or special assessments properly assessed, then such fees, dues or special assessment shall become a Lien on said Lot, provided, however, that such lien shall be subject, inferior and subordinate to the lien of any valid first deed of trust now existing or which may hereafter be placed on said real estate..

SECTION V - DURATION AND ENFORCEMENT

(20) These restrictions and covenants are to run with the Land and shall be binding on all parties and all persons claiming under them until January 1, 1992, and in respect to Lots 1-26 Wildwood South until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless the then owners of a majority of the lots in the said subdivisions shall, before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged and recorded in the office of the Recorder of Deeds, change or modify the same in whole or in part.

(22) Each of the restrictions and covenants herein set forth shall run with the land and bind the present owners, its successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of said tract, to conform to and observe said restrictions and covenants. The owner or owners of any portion of the above lands shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages: and the failure of the owners of said premises hereby restricted to enforce any of the restrictions and covenants 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.

(23) Invalidation of any one or more of the provisions, restrictions, reservations and covenants herein contained, and any amendments hereto, by court order or judgment, shall in no wise affect any of the other provisions, reservations, restrictions and covenants herein.

PLEASE NOTE: Every homeowner should have been a copy of the recorded covenants and restrictions when purchasing a home in one of the 5 Wildwood Lakes subdivisions. This document has been prepared in the event you did not receive a copy of aforementioned covenants and restrictions or have subsequently lost them. The information in this document is not a recorded instrument but, comes directly from the three (3) recorded instruments and, is the result of combining the information (of the three recorded Instruments) that comprise common interests in the covenants and restrictions of all five (5) Wildwood Lake subdivisions. (All of Lots 1 and 2 Wildwood Lakes South-West, All of Lot 1, Wildwood Lakes South-East, All of Lots 1 and 2 Wildwood Lakes North are recorded at document, book and page# 1881 P1528; Lots 1-33 Wildwood Lakes Extension is recorded at document, book and page # I 5992P 811; Lots 1-26 Wildwood South is recorded at document, book and page# 1141 P 573}