



**AMENDED DECLARATION OF RESTRICTIONS
FOR WOODLAND PARK SUBDIVISION**

Date: July 18, 2007

"The Association":

Woodland Park Homeowners Association, Inc.
P.O. Box 860027
Shawnee, Kansas 66286-0027

"Homeowners": Woodland Park Subdivision

"Affected Properties":

<u>Woodland Park</u> Block 1, Lots 1-28 Block 2, Lots 1-14	<u>Woodland Park, 2nd Plat:</u> Block 1, Lots 29-39 Block 2, Lots 15-31 Block 3, Lots 1-11	<u>Woodland Park, 3rd Plat:</u> Block 1, Lots 40-64 Block 3, Lot 25 Block 4, Lots 1-3 Block 5, Lots 1-28 Block 7, Lot 1 Block 8, Lots 1-7
<u>Woodland Park, 4th Plat:</u> Block 2, Lots 32-47 Block 3, Lots 12-24 Block 4, Lots 14-24 Block 6, Lots 1-22	<u>Woodland Park, 5th Plat:</u> Block 4, Lots 4-13 Block 6, Lots 23-36 Block 7, Lots 2-15 Block 8, Lots 8-11	<u>Woodland Park, 6th Plat:</u> Block 6, Lots 37-60 Block 9, Lots 2-9 Block 10, Lots 1-19

**AMENDED DECLARATION OF RESTRICTIONS
FOR WOODLAND PARK SUBDIVISION**

THIS AMENDED DECLARATION OF RESTRICTIONS (hereinafter "Declaration") is made and entered into this 21 day of June, 2007, by Woodland Park Home Owners' Association, Inc. (hereinafter "the Association") and the Homeowners in Woodland Park Subdivision (hereinafter "Homeowners").

WITNESSETH:

WHEREAS, the Association and Homeowners are the record owners of certain real property situated in Shawnee, Johnson County, Kansas, legally described as Woodland Park, along with improvements made thereon, shall constitute the Community, and the Association and Homeowners desire to continue the Community such that it possesses superior standards of aesthetics, improvements and quality of life; and

WHEREAS, the Association and Homeowners desire to submit and subject the Community, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto, to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained herein, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Community; and

WHEREAS, the Association and Homeowners, for the efficient management of the Community, desire to continue the Association which shall exercise the powers and functions as set forth herein; and

WHEREAS, Woodland Park Home Owners' Association, Inc., a Kansas non-profit corporation, has been incorporated under the laws of the State of Kansas for the purpose of exercising such powers and functions; and

WHEREAS, the Association and Homeowners desire and intend that all persons or entities now or hereinafter acquiring any interest in the Community, or any part thereof, shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the Community.

NOW, THEREFORE, the Association and Homeowners, for the purposes above set forth, declare that all property within the Community shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon all property within the Community and all parties having or acquiring any right, title or interest in or to any property within the Community, or any part thereof, and shall inure to the benefit of and be a burden upon each Homeowner, the Association and each Association Member.

A. DEFINITION OF TERMS USED

1. The word “street” shall mean any street, road, drive, terrace or whatever name, as shown on said plat of Woodland Park.
2. The word “outbuilding” shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.
3. The word “lot” means either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or parts of one or more numbered lots as platted and upon which a residence may be erected in accordance with the restrictions hereinafter set forth; or as set forth in individual deeds. A “corner lot” shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.
4. The word “tract” shall mean any area identified by a letter of the English alphabet or as otherwise identified and shown on said plat.
5. The word “district” shall mean all of the lots shown on said plat of WOODLAND PARK (hereinafter “WOODLAND PARK”). If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term “district” shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any modifications thereof. The term “improved property” as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more continuous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.
6. The term “public places” as used herein shall be deemed to mean all streets.
7. The term “homeowners” as herein used shall mean those persons or entities owning land from time to time within the district.

B. PERSONS BOUND BY THE RESTRICTIONS

All persons and entities who or which own or shall hereafter acquire any interest in the above-described lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on May 31, 2027; provided however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

These covenants shall run with the land and shall be binding on all owners within this subdivision and their heirs and assigns and all persons claiming under them until 2027, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change or alter any or all of the said restrictions at the end of any such twenty (20) year period at least two (2) years prior to said expiration. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said land and may be enforced by injunction, mandatory or otherwise.

C. ENFORCEMENT OF DECLARATIONS OF RESTRICTIONS

If a homeowner violates or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Woodland Park to prosecute any proceedings of law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation. Any time the Board of Directors of Woodland Park Homeowners' Association, Inc. sues a homeowner, the homeowner shall be responsible for and pay all legal fees and costs incurred by the association, when found to be liable. Invalidity of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D. RESTRICTIONS

1. No lot in Woodland Park shall be used except for residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed three (3) stories in height and an attached private garage for not less than two cars.

2. No lot shall be in any way subdivided. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and landscape, and as to location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the Architectural Control Committee. Approval shall be as provided in paragraphs 2(A) and 2(B) herein.

(A) The Architectural Control Committee shall be composed of the Board of Directors then current of the Woodland Park Homeowners' Association, Inc. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this declaration.

- (B) In Home Business-City occupation license is required:
1. Day Care for children between birth and 12 years is allowed as restricted by the city of Shawnee, without special permits. At this time that limit is 6 children in total.
 2. Home Office is allowed, but can not have employees on the property.
 3. Beauty Shop is allowed, special permit is required by the city of Shawnee.
 4. No In Home Business can interfere upon their neighbors' property.
 5. No signs are allowed on the property.
- (C) No building shall be located less than thirty (30) feet from the existing street front lot line as shown in the recorded plat of Woodland Park.
- (D) No building shall be located less than five (5) feet from any interior lot line.
- (E) For the purposes of this covenant, eaves, steps and open porches shall be considered a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- (F) No fencing shall be permitted upon any of the lots unless such fencing shall be wooden and built with methods and materials which harmonize with external design of buildings in Woodland Park.
- (G) All constructed houses shall have external driveways consisting exclusively of properly constructed concrete. All lots, regardless of house location thereon, shall be fully sodded.
- (H) All lots to be used for one family residence, only.
- (I) All lots may be improved, used or occupied for private residence only, and no duplex or apartment house, though intended for residential purpose, may be erected thereon.

- (J) No residence shall be more than three stories in front, except that split-level construction shall be permitted.
- (K) 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.
- (L) No dwelling or residence shall be occupied until fully completed, except for exterior painting and minor trim details. Every dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months.
- (M) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof) shall be kept or maintained on any lot. In the event an otherwise permitted animal, in the discretion of the Board of Directors, constitutes a nuisance or endangers the safety or welfare of any resident of the subdivision, such animal shall be removed from the subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Board of Directors may cause the animal to be removed.
- (N) No school bus, motor home, mobile home, camper, camper-trailer, recreational vehicle, tractor, truck with a capacity in excess of $\frac{3}{4}$ ton, truck with camper attached or boat shall be parked or left outside on any lot for more than twenty four (24) hours at any one time; such vehicles shall be stored in a garage if kept on a lot for more than twenty four (24) hours. No major repair work shall be done on any car, truck, trailer, or other vehicle while parked outside the garage or in the street.

No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or in the street.

No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot or any common property (berm).

Boats will be allowed on the property in the driveway for forty-eight (48) hours at the beginning of the season and at the end of the season to allow for clean up and preparing for storage.

- (O) All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles, and for the purpose of cleaning the garage area, removal or replacement of items stored in the garage area and when otherwise reasonably necessary.
- (P) No exterior clotheslines may be erected or maintained on any of the lots.
- (Q) No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.
- (R) 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 an annoyance or nuisance to the neighborhood. Outside burning shall be prohibited.
- (S) No radio or television aerial wire, antenna, antenna tower, or energy collector or satellite dish in excess of 36" in diameter, whether permanent or temporary, shall be maintained outside of any structure. Satellite dishes of 36" or less can be approved by The Architectural Control Committee. The Architectural Control Committee shall have the power to specify location, screening and aesthetic requirements in connection with satellite dishes approved.
- (T) No tanks for the storage of oil or other fluids may be maintained on any lot above or below the surface of the ground.
- (U) No trash, ashes, grass clippings, tree limbs, or other refuse shall be thrown, dumped or placed upon any common areas- Berm, Park, or entryways, etc.

- (V) Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance. In the event such grass is not kept within the height limitation above, the Board of Directors shall have the right to have such grass cut, and the cost therefore collected from the owner in the same manner as Association Dues.
- (W) Any property owner may construct for their personal use, one in-ground swimming pool, the design and materials of which shall be subject to the prior approval of the Architectural Control Committee. These pools are allowed only with a six (6) foot tall locking privacy fence. All personal liability shall be the responsibility of the homeowner.
- (X) No storage buildings, tennis or sports courts, or above ground pools shall be allowed.
- (Y) No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.
- (Z) Basketball goals may be erected only with the prior approval of the Architectural Control Committee. All basketball goals shall be free-standing on poles and shall not be attached to any residence or building. All playground structures and free standing flag poles are allowed with prior approval by the Architectural Control Committee.
- (AA) No sign of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the Architectural Control Committee, except that of the subdivision entry signs.

3. Easements for installation and maintenance of utilities and drainage facilities shall be reserved on the front, side, or rear of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

4. All residences shall have wood, wood clad, vinyl clad or vinyl windows. All windows replaced must have prior approval of the Architectural Control Committee.

5. No structure shall be moved onto the property and no outbuildings shall be erected.

6. Roofing for all residences shall be asphalt composition as follows:

GAF-Manufacturer

Timberline- Product Name

Weathered Wood- Color

All replacement roofs shall have prior approval of the Architectural Control Committee.

7. Dog Runs are allowed, if meeting the following requirements:

- (1) A six (6) foot solid wood privacy fence must enclose the rear lot, effectively screening the dog run from view of the neighbors.
- (2) The Dog run must be a minimum one (1) foot less than the six (6) foot solid privacy fence.
- (3) Chain link or mesh fencing will be allowed, however any metal fencing must be concealed by wooden spaced picket fence with spacing not to exceed six (6) inches. It must have four (4) sides, a top and not be attached to the six (6) foot privacy fence.
- (4) Metal dog houses must be enclosed in wood so as to blend with existing Woodland Park architecture.
- (5) Plans must be approved by the Architectural Control Committee prior to starting the project.

WOODLAND PARK
HOME OWNERS' ASSOCIATION, INC.

By: Leah Smail
LEAH SMAIL, President

By: Kelly Downing
KELLY DOWNING, Vice-President

By: Sue Berry
SUE BERRY, Treasurer

By: Sandy Foley-Smith
SANDY FOLEY-SMITH, Secretary

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

On this 21st day of June, 2007, before me, the undersigned, a Notary Public within and for said County and State, personally appeared

Leah Smail, Kelly Downing,
Sue Berry, and Sandy Foley-Smith,

to me personally known, who being by me duly sworn, did say that they are the President, Vice-President, Treasurer and Secretary, respectively, of Woodland Park Home Owners' Association, Inc. a Kansas non-profit corporation, that said instrument was signed on behalf of said corporation and acknowledged said execution of this instrument to be the free act and deed of said corporation.

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

Lisa Oshinski
Notary Public

Lisa Oshinski
(Type or print the Notary Public's name)

My Commission Expires: 01/06/2011

