

WOODBURY HOMEOWNERS ASSOCIATION VI, INC.
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS

This declaration ("Declaration") is made this 4th day of April, 2025 by the Woodbury Homeowners Association VI, INC. Board of Directors (the "Association").

RECITALS

- A. The Association owns a tract of land, more or less located in Jackson County, Missouri, legally described on Document No. 2019E0041761 (the "Plat"), hereto, (the "Property"). The Property consists of lot 340, Tracts A and B on the "Woodbury 6th Plat" recorded in the office of the Director of Records in Jackson County, Missouri on the "Plat".
- B. The Association encompasses the lots shown in the Plat map known as Lots 308 through 376, and Tracts A and B, Woodbury 6th Plat (the "Lots"), to the covenants, conditions and restrictions ("Restrictions") set forth below which are for the purposes of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed on the Common Areas.
- C. The Association declares that the Lots, shall be held, sold and conveyed subject to the General Restrictions, shall be held, all as set forth below.

ARTICLE I
DEFINITIONS

1. "Association" means the Woodbury Homeowner's Association VI, Inc.
2. "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property as "open space," owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.
3. "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or the legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner" shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any deed of trust or the person or legal entity holding an interest in a Lot as security for the performance of an obligation.
4. "Property" means all of the land shown on the Plat and such additional land as may be subjected to this Declaration under the provisions of Article II below.
5. "Structure" means any additional building constructed on the property, temporary or permanent that can be easily seen from another neighboring property of the Association. Such as but not limited to sheds, gazebos, & pergolas. This definition does not include playscapes, recreational sports equipment, such as basketball hoops, soccer nets, trampolines, and above ground children's wading pool, or temporary structures that do not reside on the property for more than 48 hours; such as blow-up bounce houses, tents, canopies, ect.

6. "Commercial vehicle" shall be deemed a commercial vehicle if the vehicle meets at least three of the following characteristics:

- weighs over 6,001 pounds (2,722 kg),
- has ladder or other equipment racks
- has commercial signage
- has dual axles
- can pull a trailer
- has a trailer attached
- has a liftgate
- has a lift bucket
- has a plow attachment
- is owned by a company or corporation
- has a commercial license plate

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1

All of the land shown on the Plat (the "Existing Property") shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

Section 2

No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Section 2 are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this Section 2. Additional lands may be subject to this Declaration in the following manner:

Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Jackson County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

Members shall be all of the Owners of the Lots. Each Member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any Member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

ARTICLE IV COMMON AREAS

Section 1

The Association shall hold the Common Area conveyed to it subject to the following:

1. The Board of Directors reserve the right to lay, install, construct and maintain, on, over, under or in the Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, computer, fiber optics and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area of such purposes and making openings and excavations therein.
2. The reservation to the Board of Directors, of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of the dam, spillways and any other improvements and the landscaping of the Common Area.
3. The reservation to the Board of Directors of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Limited Common Area conveyed to the Association.

Section 2

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Lot Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except:

- (i) Structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and
- (ii) Drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs, or other plants may be placed and maintained on the Common Areas for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

Section 3

No noxious or offensive activity shall be carried on upon any Limited Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the Lot Owners.

Section 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Limited Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

Section 5

The right of each Lot Owner to use the Limited Common Areas shall be subject to the terms, conditions and provisions as set forth in this Declaration and, to any rule or regulation adopted by the Association now or in the future for the safety, care, maintenance, good order or cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association against any Lot Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association shall have the right to abate and remove any breach or violation by any Lot Owner at the cost and expense of the Lot Owner.

ARTICLE V RESERVED EASEMENTS

Utilities reserve easements shown on the Plat (unless said easements have been released prior to the recording of this Declaration) for the installation and maintenance of utilities, storm water sewers and surface drains. No building, wall, fence, residence or other structure of any kind ("Structure"), planting or other material shall be placed or permitted to remain within these easements or within any unreleased utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or 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 within it shall be maintained continuously by the Owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency, a public authority, a utility company or the Association.

Subject only to the rights, duties and obligations, if any, of the City of Grain Valley, Missouri or State of Missouri.

The Association further reserves the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, municipality; to install and maintain pipelines, underground or aboveground lines, with the necessary appurtenances, for public utilities or quasi-public utilities, or to grant such other licenses or permits as may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts, open spaces and the Common Area, and in, over, through, upon and across each and every Lot in the easement areas reserved in Article V of this Declaration. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this General Declaration, or as shown on the Plat, without the prior written approval of the Association.

ARTICLE VI PROPERTY RIGHTS IN THE LIMITED COMMON AREAS

Section 1

The Association shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed upon the Lots for the benefit of the Association and the Lot Owners, and their respective legal representatives, heirs, successors and assigns. Each Lot Owner shall hold his Lot subject to the following:

Each Lot Owner, in common with all other Lot Owners, shall have the right and privilege to use and enjoy the Limited Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to each Lot. The right to the use and enjoyment of all Limited Common Areas shall be subject to:

- (i) The right of the Association to charge reasonable admission and the fees for use of facilities within the Limited Common Areas; and
- (ii) The right of the Association to suspend the voting rights and rights to use the Limited Common Areas by a Lot Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

Section 2

Any Lot Owner may delegate, in accordance with the Bylaws of the Association, their right to the use and enjoyment of the Limited Common Areas, and any facilities thereon, to the members of those who reside at the residence on the lot.

Section 3

Each Lot Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Lot Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

Section 4

The rights, privileges and easements of the Lot Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VII COVENANT FOR ASSESSMENT

Section 1

The Association, for each Lot owned by it within the Property, hereby covenants, and each Lot Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association

- (i) Annual assessments or charges; and
- (ii) Special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as provided in this Declaration. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection and reasonable attorney's fees, shall be a charge on, and continuing lien upon, each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen

percent (18%) per annum accruing as set forth above, and costs and reasonable attorney's fees incurred or expended by the Association in collection, shall also be the personal obligation of the Lot Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Lot Owner's successors in title, unless expressly assumed by them.

Section 2

The assessments and charges levied by the Associations shall be used exclusively for promoting the recreation, health, safety and welfare of the Owners of the Lots, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Limited Common Areas may be levied against all Lots by the tax collecting authority so that the same are payable directly by the Lot Owners in the same manner as real property taxes assessed or assessable against the Lots) and insurance on the Common Areas.

Section 3

Until December 31st of the year, in which the first Limited Common Area is conveyed to the Association, the annual assessment shall be \$400.00 per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3rds) of the Association, voting in person or by proxy, at a meeting called for such purpose. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

Section 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the dam, spillway and any other capital improvement located on any Limited Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3rds) of the votes of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

Section 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

Section 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent

meeting shall be one-half (%) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve (12). The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least forty-five (45) days after the date of such resolution.

Section 8

The Board of Directors shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one (1) month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of the Lots and assessments applicable to the Lots which shall be kept in the office of Association and shall be open to inspection by any Lot Owner. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be a deed to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action. Each Lot Owner of a Lot shall, by accepting title to the Lot, be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date of the assessment.

Section 9

The lien of the assessments provided for in this Declaration shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Area or abandonment of his Lot.

ARTICLE VIII REPAIR AND MAINTENANCE OF LOTS

The Lot Owner of each Lot shall keep the Lot, and the buildings and other improvements on the Lot, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Lot Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements on the Lot as provided in this Declaration, the Association, after notice to the Lot Owner and

with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Lot Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with this Declaration.

ARTICLE IX ARCHITECTURAL CONTROL

Section 1

No construction, improvements, alternations, excavations, changes in grade or other work which in any way alters any Lot or the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in to a Lot Owner shall be made or done without the prior approval of the Board of Directors, unless natural or unnatural disaster destroyed or disrupted the Lot. No structure of any kind ("Structures") on a Lot shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of the Board of Directors. Prior to the commencement of any such process, the Lot Owner or their representative shall submit detailed plans and specifications to the Board of Directors concerning the work to be done or changes to be made including the location on the Lot where such changes are to be made, and any other pertinent details.

Painting or repainting of the exterior of any residence must conform to the overall design scheme presented by the Association and neighborhood and/or a detailed plan and color specifications, with samples, must be submitted to the Board of Directors for prior approval.

Section 2

An Architectural Review Board ("Review Board") consisting of three (3) or more persons can be appointed by the Board of Directors and shall fulfill the functions of evaluating requests on behalf of the Board of Directors as set forth in this Article.

Section 3

In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted then application will be approved and will be deemed granted.

The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such a decision by a two third (2/3) vote of the directors. No appeal may be taken from a decision by the Board of Directors.

ARTICLE X COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1

The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residential purposes only, and no flat or apartment house, although intended for residential purposes, shall be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporarily or

permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws, this Declaration, and any other restrictions governing the Lots which are filed of record.

Notwithstanding any other provision of this Article X, it shall be expressly permissible for builders, contractors and subcontractors to maintain, during the period of construction, any improvements upon any Lot, such facilities as may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2

Any residence erected on any of the Lots shall not be more than two (2) levels in height above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots provided that the Architectural Review Board, if appointed, can approved such height variance in writing.

Section 3

Any residence consisting of a single level above ground level, with an attached garage shall contain a minimum of one thousand four hundred square feet (1,400 sq.ft.) of enclosed floor area. Any raised ranch or split-entry residence with only one (1) level above ground level, shall contain a minimum of one thousand four hundred square feet (1,400 sq. ft.) of enclosed floor area on the first floor above ground level. Any split-level or front to back split or multi- level residence shall contain a minimum of one thousand four hundred square feet (1,400 sq.ft.) on the main level. Enclosed floor area does not include any garage, stoop, and porch or deck area.

Section 4

No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat. Where two (2) adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Privacy enclosures of open patios, swimming pools or garden courts may exceed forty-two inches (42") in height, but only if the Architectural Review Board, if appointed, can approved such height variance in writing.

Section 5

No above-ground swimming pools shall be erected, installed, constructed and/or maintained by a Lot Owner on any Lot, other than an entirely portable and movable wading pool, of no more than two and a half feet (2.5') in depth.

Section 6

The residence on each Lot shall have an attached or basement private garage for not less than two (2) cars. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 7

All roofing shall be wood, shingle, or asphalt roofing limited to asphalt roofing with the appearance of weathered yag, the exact color and texture of which shall be approved in writing by the Board or the

Architectural Review Board, if appointed. Any other material must be submitted to the Board or the Architectural Review Board, if appointed, for approval in writing.

Section 8

No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the listing for sale of houses by Homeowners or listing agents. This Section shall not apply to neighborhood or city wide planned and scheduled garage, yard or estate sales.

Section 9

No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other natural or unnatural damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior has been completed.

Section 10

No animals or livestock, excluding poultry, of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets, not to exceed four (4) in number, may be kept, provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such be kept on any Lot if they unreasonably disturb the Lot Owners. All animals shall be confined to the Lot Owner's Property. No animal shall be allowed or permitted within the Common Area except on leashes controlled at all times by the Owner or the Owner's agent. The construction, placement or erection on any Lot of any Structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or other household pets is expressly made subject to the terms and conditions of Article IX, except poultry housing to properly maintain five (5) or less in a normal, humane manner to protect them from predators and the elements.

Section 11

No advertising signs (except one sign of no more than nine square feet (9 sq.ft.) "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Lot Owners. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot provided. Temporary garage sale, yard sale, or estate sale sign may be placed, but must be immediately removed by the Homeowner at the end of the last day of the sale.

Section 12

All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing to conceal them from the view of neighboring Lot Owners. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clotheslines shall be permitted and no trash burning shall be permitted on any Lot.

Section 13

No tank for the storage of fuel may be maintained on any Lot.

Section 14

No automotive repair, rebuilding, or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or within the Common Area.

Section 15

No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any Lot or in the Common Area.

Section 16

No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use of any portion of the Property shall be made or permitted which may be noxious or detrimental to health, or in violation of any city, county, state or federal environmental or health related law, or in violation of any rule or regulation issued pursuant to any such law.

Section 17

No Structure on any Lot, other than a dwelling house, shall be used at any time as a residence, either temporarily or permanently.

No boats, trailers or recreational vehicles ("RVs") shall be regularly parked or stored on any street, or on any Lot, except in a garage. All boats, trailers, or RVs must be removed from the Lot, if not maintained in a garage, by the end of a consecutive seventy-two (72) hour period of the appropriate season.

No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver of the vehicle to perform the business functions to which the commercial vehicle relates. In the case of commercial vehicles for the sole purpose and employment of the Homeowner then the commercial vehicle must be parked in the garage or driveway of the Homeowner.

No tractor trailers, semis, or box trucks shall be parked on any street or on any Lot longer than is reasonably necessary for the functions in which the tractor trailer, semi, or box truck vehicle relates.

Section 18

The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which would or could block the view of motor vehicles operators on the roads within the direct access or contact with the Lot to create a traffic hazard.

ARTICLE XI GENERAL PROVISIONS

Section 1

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 2

The General Restrictions of this Declaration shall run with and bind the Association, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term.

Section 4

Each conveyance of a Lot, or of any interest in the Lot, by the Company, shall be deemed to be incorporated by reference into such conveyance and subject each such conveyance to this Declaration whether or not the deed conveying the Lot shall so state.

Section 5

Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the Lot Owner of record at the address of the Lot owned by said Lot Owner at the time of such mailing.

IN WITNESS WHEREOF, the Board of Directors of the Woodbury Homeowners Association VI, Inc. have caused this Declaration to be duly executed under due authority and recorded as effective as of the 4th day of April, 2025.

Jessie Hoff
President

Elizabeth A. Chance
Secretary

[Signature]
Treasurer

BE IT REMEMBERED THAT ON THIS 4th day of April, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came the above listed Board of Directors of the Woodbury Homeowners Association VI, Inc. who are also members of the Woodbury Homeowners Association VI, Inc., a Missouri nonprofit organization, and who executed the within instrument of writing and such duly acknowledged the execution of the same for and on behalf of same Association.

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

[Signature]

Notary Public

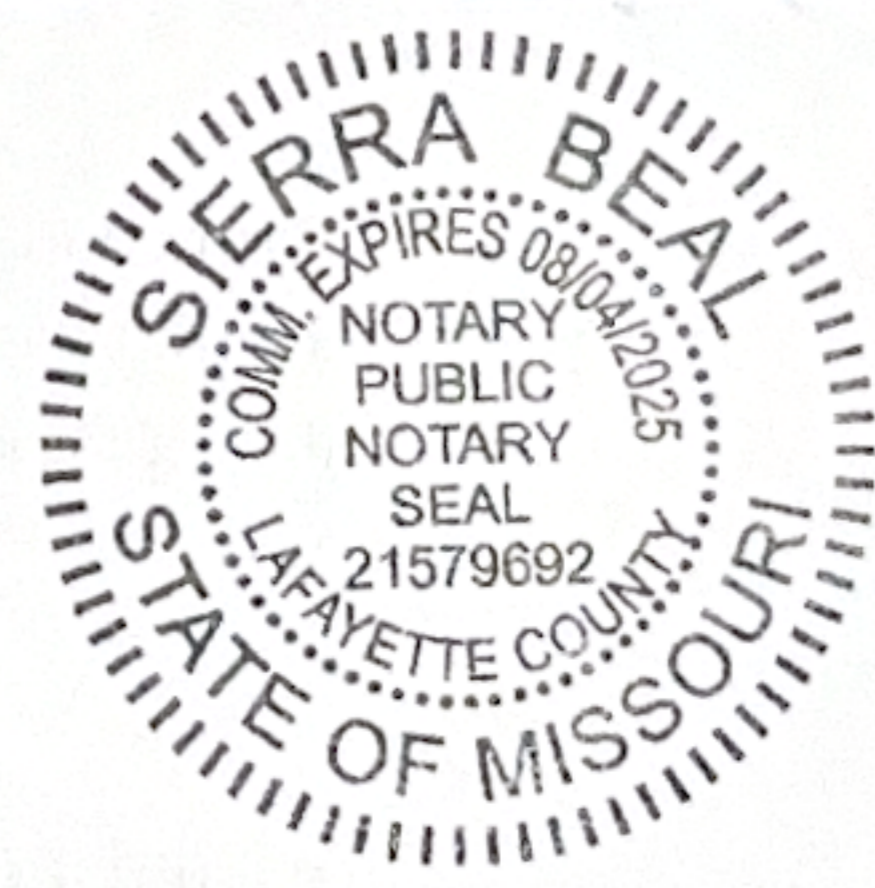


EXHIBIT A

A PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 49, RANGE 30, GRAIN VALLEY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 38 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 1313.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, 494.10 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DOCUMENT NO. 2011E0009897; THENCE ALONG THE EAST LINE OF SAID DOCUMENT NO. 2011E0009897 THE FOLLOWING COURSES, NORTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, 169.41 FEET; THENCE NORTH 28 DEGREES 38 MINUTES 02 SECONDS EAST, 136.56 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 33 SECONDS EAST, 130.11 FEET; THENCE NORTH 42 DEGREES 41 MINUTES 11 SECONDS EAST, 225.19 FEET; THENCE NORTH 47 DEGREES 35 MINUTES 28 SECONDS EAST, 91.48 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WOODBURY DRIVE AND A POINT ON A CURVE; THENCE ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF NORTH 42 DEGREES 24 MINUTES 32 SECONDS WEST, A RADIUS OF 330.00 FEET AND A DISTANCE OF 91.82 FEET TO THE SOUTHWEST CORNER OF "WOODBURY 3RD PLAT", A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE ALONG THE SOUTHERLY LINE OF SAID PLAT THE FOLLOWING COURSES, NORTH 63 DEGREES 31 MINUTES 57 SECONDS EAST, 60.00 FEET; THENCE NORTH 65 DEGREES 16 MINUTES 50 SECONDS EAST, 103.40 FEET; THENCE NORTH 70 DEGREES 04 MINUTES 01 SECONDS EAST, 239.52 FEET (PLAT=239.70 FEET); THENCE NORTH 65 DEGREES 16 MINUTES 50 SECONDS EAST, 77.00 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 46 SECONDS EAST, 156.72 FEET; THENCE NORTH 71 DEGREES 45 MINUTES 34 SECONDS EAST, 531.30 FEET; THENCE NORTH 61 DEGREES 45 MINUTES 23 SECONDS EAST, 332.54 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, 81.27 FEET (PLAT=82.32 FEET) TO A POINT ON THE WEST LINE OF "WHITNEY HILLS 3RD PLAT", A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE SOUTH 00 DEGREES 08 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF THE FOLLOWING PLATS "WHITNEY HILLS", "WHITNEY HILLS 2ND" AND "WHITNEY HILLS 3RD", 1250.52 FEET TO THE POINT OF BEGINNING.