

Sherwood Village
Homes Association Manual
Revised May, 2021

Association Dues

Dues are set annually and members are notified by mail of changes. As of January 2020, Association dues are \$58.00 per month, due and payable on the first of each month. Dues are considered delinquent after the 10th of each month. If dues are not paid within 15 days of their due date, a \$10.00 late fee will also be due. **Unpaid dues will result in the loss of privileges to use the Common Areas which include the swimming pool and clubhouse, lawn and trash service. Unpaid dues late after 3 months will automatically lead to a lien on the owner's property (Assoc. Declaration Article IV, Section 1).**

Members may submit their dues monthly or they may prepay them for the entire year. Dues run from January to December and if paid in advance, one month fee is deducted.

INCREASES WILL BE MADE ON AN ANNUAL BASIS, PLEASE CHECK YOUR NEWSLETTER FOR RATE INCREASE.

Owners are provided with statements regarding their dues monthly

Payments may be mailed to: Sherwood Village Homes Association, P.O. Box 110, Independence, Mo. 64051

MEETINGS ARE HELD AT THE CLUBHOUSE ON THE 3RD TUESDAY OF EVERY MONTH. THE ONLY MONTH THAT THERE IS NO MEETING IS DECEMBER DUE TO THE HOLIDAYS. ALL THE MEETINGS START AT 6:30, AND ALL OWNERS AND TENANTS ARE WELCOME.

Board of Directors

The five members of the board of directors are elected by the members of the Association to serve a three-year term of office as designated either Declaration (Bylaws, Article IV)

The Board is responsible for directing and managing the business of the Association. The management philosophy of the Board is to provide reasonable care and services in accordance with the requirements of the Declaration while minimizing cost and monthly assessments.

Board members serve on the Board voluntarily. The Board meets monthly. Meeting times may be obtained by visiting www.sherwoodvillagehoa.com

Residents wishing to discuss matters with a Board Member should leave a message on the Association's answering machine at 816-229-6477. Calls will be returned as soon as possible.

Architectural Control

Prior permission must be obtained from the Board of Directors before any exterior changes can be made any Sherwood Village property.

"No dwelling, unit, residential, structure, building, fence, wall or other structure shall be commenced, erected or maintained upon the district, nor shall any exterior addition to be change or alteration

thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved, in writing, by the Board of Directors of the Association as to harmony of the external design and location in relation to surrounding structures and topography.” (Declaration, Article VI)

Fence Policy

As stated in the Declaration, Article VI, no fence shall be built unless approved by the Board of Directors or the Architectural Committee. The Board of Directors at the April 15, 1985 meeting set the following policies: *no type of fence shall be built or hedge planted be on the front of the structure (encompassing the front yard). The normal 6 foot fence at the back of the property will be allowed if it complies with the city of Blue Springs ordinance. Building permits are required.*

Painting Policy

To assure that the exterior appearance of all buildings and structures in this district remain in a slightly improper condition, the board has set the following policy: *all units of attached homes must be painted at the same time and the same color.*

All color changes must be reviewed and approved by the Board as with any other architectural change, as required by the Declaration.

LAWN MAINTENANCE

The association provides lawn mowing services.

Owners are responsible for all lawn and yard maintenance other than that association with mowing and trimming grass.

Lawn care employees will not move objects located on the grass.

Lawn care employees will not collect yard waste.

Leaves are removed once a year, from the front yards only, usually in December. Notice of collection times will be given by mail in the newsletter.

PARKING RULES

No parking on the outer perimeter of 5th Street, Nottingham, 3rd Street Terrace and Sherwood.

Parking is allowed on the inner perimeter of these streets.

No parking within 30 feet of a curve.

No parking anywhere in the district (streets or driveways) of motor homes, campers, commercial vehicles (as stated in city code Section 365.08) is licensed for over six (6) tons, flatbed trucks, dump trucks, utility wreckers, boom trucks, bucket trucks) or any kind of construction equipment.

No parking is allowed in any residents’ yard, no exceptions.

Parking is allowed in the clubhouse parking lot only when using the clubhouse or the recreational facilities in the common areas.

No trailers, boats or recreational vehicles, campers or motor homes, parked in driveways or on the streets, or on side of residence. (NO EXCEPTIONS!!)

Storage pods and/or roll-off dumpsters may be parked in driveways temporarily for 48 hours (Contact Area Real Estate when it is delivered)

PET RESTRICTIONS

In accordance with City Ordinance No. 1136, City of Blue Springs, it shall be unlawful for any person to own, keep or harbor more than four (4) adult cats or dogs over the age of six (6) months in a zoned residential neighborhood. (Sec. 4-16)

A dog or cat owner shall keep his/her dog or cat under restraint at all times. (Sec. 4-17)

The owners of cats or dogs shall keep them on a leash at all times. The animal must also have a tag issued by a licensed veterinarian affixed to the collar of the leash. (Sec. 4-18)

General dues of owner: no owner shall permit a dog or cat to habitually bark, howl, meow, cry, or in other ways to be a public nuisance. (sec. 2, 2-1-82)

Pet owners should not allow their pets to relieve themselves on the property of others, but if they do, it must be picked up immediately, (City Ord. 3179 No. 2)

Animals shall not be walked on other residents' property, nor in the common areas.

For problems with animals or their noise, call Blue Springs Animal Control at 816-228-1049.

TRASH CONTAINERS

Trash containers are to be kept inside a residence garage or in a fenced in area at the rear of the property.

Residents are allowed to put their trash containers out by their garage door the night before trash pickup.

Trash containers are to be kept next to the residence in front of the garage door on trash day.

Do not put trash containers by the curb. (City Ord. No. 255.0340.B 1)

Trash containers must be put away in the evening of the pickup day.

Pick up newspapers from driveways.

FINE STRUCTURE FOR NON-COMPLIANCE OF RESTRICTIONS

- Trash can not properly stored after pickup: \$25 per week after second written warning
- Common Area Misuse (not picking up after your pooch): \$25 after second written warning
- Inoperable/unlicensed Vehicle in driveway: 3 days to resolve, then \$25 per day until moved (street is city violation)
- Trailers parked in driveway: 3 days to resolve, then \$25 per day until moved (street is city violation)
- Trash/litter/Yard Debris in front of unit: 7 days to resolve, then \$25 per day until moved
- Maintenance upkeep of unit (painting, fence disrepair)
- Fencing – 30 days to resolve then \$25 per week if not resolved
- Painting – 3 months notice, then \$25 per week if not resolved.

SNOW REMOVAL

The streets in Sherwood Village are city streets and are maintained by the city of Blue Springs. The city policy is to remove snow when there is a two-inch accumulation.

The parameter streets (5th Street from Nottingham, Sherwood Drive, 3rd Street Terrace and Nottingham) are designated as snow routes. This means no cars are to be parked at the curb when snow is over 2 inches deep.

The Association will remove snow from driveways and a path to the front door residential structures when the snow ceases to fall and there is a three inch accumulation. If the weather forecast calls for above freezing temperatures within 24 hours, snow will not be removed.

COMMON AND RECREATIONAL AREAS

Delegation of Right: Any owner may designate his/her right of enjoyment (use of) the common area facilities to the members of his/her family, tenants or contract purchasers who reside on the property. Delegation by the owner divests the owner of the right to use and enjoy the common area or facilities until the owner reoccupies the premises or sends notice to the Association of his/her revocation of the rights of such use or enjoyment. (Declaration, Article II, Section 2.)

In order for residents to use the common area facilities, the owner of the property must be current with association dues.

COMMON AREA RULES

Excessive noise is not permitted.

When using the common grounds for entertaining, consideration shall be given to surround residents.

Animals shall not be walked on the clubhouse grounds.

Parking is allowed in the clubhouse parking lot only when using the clubhouse or the recreational facilities in the common areas.

PROPERTY DAMAGE

Damage to any property of the Association including the pool shall be paid for by the property owner/tenant who causes the damage or whose family members or guests cause damage.

Common area privileges, which include the pool, are immediately revoked for the entire household until restitution is received, which shall be paid in full.

THE CLUBHOUSE

Adult owners and renters with delegation of rights whose dues are current, may rent the clubhouse.

Residents may reserve both levels of the clubhouse for parties, meetings and perceptions (except holidays) by calling 816-229-6477.

To hold a reservation, a deposit of \$200 is required, \$150 of which will be refunded if the clubhouse is left clean and undamaged after the events. A copy of the clubhouse rules and a clean-up list will be provided upon signing a rental contract.

Reservations and the \$200 deposit must be received at least 14 days in advance of the reservation date. If the deposit check does not clear the bank, the reservation and usage of the clubhouse will be null and void. Deposit checks must be from the resident.

All deposits that are refundable will be done by mail in seven business days.

The clubhouse may not be rented for any type of party or lessons that will result in the renters' financial gain.

The adult securing the reservation must be present at all times during the rental period.

The upper level of the clubhouse has an occupancy capacity of 85 persons and the lower level 35 persons, by advice of the Fire Department.

CLUBHOUSE RENTAL RULES

Leave front door unlocked to assure easy exit in case of emergency.

No smoking is allowed any place in the clubhouse or pool area and patio. This is a non-smoking facility.

Alcoholic beverages are prohibited in the clubhouse or any place on the common grounds.

Do not use the fireplace.

Fire extinguishers are located on each level on the north wall.

Do not pen, staple or stick anything to woodwork or walls.

After 11:00 p.m. the noise level will be controlled so that neighbors are not disturbed. All sound equipment inside and outside the clubhouse must be turned down at 11:00 p.m.

At 11:00 p.m. all activities outside the clubhouse will cease so that neighbors will not be disturbed. This includes the parking lot, patio, and basketball court.

All items on the cleanup checklist must be completed and the clubhouse vacated by 1:00 a.m. unless other arrangements are included in the contract.

Deposits will be forfeited if:

Any damage has been done on the property

Any property is missing

There is evidence that any smoking has been done in the clubhouse pool and patio area

There's evidence that any alcoholic beverages have been consumed on the premises.

There was failure to follow the rental rules

There was failure to complete any of the cleanup procedures.

SHERWOOD VILLAGE SWIMMING POOL

Persons from homes with delinquent assessments will be denied swimming privileges.

Residents are required to have a pool pass which is issued if all conditions are met. Information about passes is mailed before the pool opens on Memorial Day or ask at the pool.

The pool may be used by the following persons:

Owners and Tenants:

- Homeowners and family members living in their property in Sherwood Village subdivision
- Homeowners and family owning rental property in Sherwood Village who have assigned their rights to use the pool to a tenant renting their Sherwood Village property
- Tenant and family who are residing in Sherwood Village Rental property where the owner has assigned his/her rights of the use of the pool.
- All children 15 and under shall be able to use the pool only if accompanied and supervised by their adult parent.

Guests:

- For each Sherwood Village address, resident owners and tenants with rights, may bring a maximum of two (2) guests.
- Property owners and their tenants entitled to use the pool are responsible for their guests and shall ensure that said guests comply with the rules.

Hours/days

The pool will be open Memorial Day through Labor Day depending on school schedule.

The pool will be open seven days a week, including holidays.

The pool will be open from 8 a.m. to 8 p.m.

SWIMMING POOL RULES

Picture ID is required to receive pool pass. Pool passes required to enter the pool.

Children ages 15 and under must be accompanied by their own parent.

The pool may be used only by residents

Appropriate swimwear required; no cut-offs, buttons or zippers allowed because they can cause water filtration problems.

Babies must wear swim diapers; no disposable diapers allowed.

No glass of any kind in the pool area.

No alcoholic beverages allowed in any area around the pool or patio.

No smoking allowed anywhere around pool or patio.

Do not leave any trash: put it in the provided receptacles.

No person with open wounds, sores, cuts, infections, or a communicable disease may use the pool.

No bikes, skateboards, skates or roller blades in the pool area.

Residents shall be responsible for paying cleanup expenses, repair costs or damages caused by resident or guest.

No animals will be allowed in the pool area at any time.

Stereos shall be held to a volume that will not disturb nearby residents or other swimmers. Headphones are recommended.

No running on the pool deck area.

No dunking, horseplay, fighting, pushing or dangerous conduct.

No diving or back flips from the pools' edges.

All floating devices and toys may be limited

Foul language is prohibited.

Safety equipment is to be used only in the case of emergency.

BASKETBALL COURT RULES

The Basketball Court may be used only by Sherwood residents and their guests.

Only tennis shoes may be worn on the court.

Bicycles, skateboards, and roller-blades are no allowed on the court.

No basketball after 10:00 p.m.

BYLAWS OF

SHERWOOD VILLAGE HOMES ASSOCIATION, INC.

(A MISSOURI NOT-FOR-PROFIT CORPORATION)

ARTICLE I

NAME AND LOCATION. The name of the corporation as Sherwood Villages Homes Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 2800 North 5th Street, Blue Springs, Missouri, but meeting of members and directors may be held at such places within the state of Missouri, County of Jackson, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Sherwood Village Homes Association, Inc, its successors and assigns.

Section 2. "District shall mean and refer to that certain real property described in the Sherwood Village Homes Association Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Block" shall mean and refer to any portion of a Block shown upon any recorded subdivision map of the District with the exception of the Common Areas.

Section 5. "Lot" shall mean and refer to any portion of a Block shown upon any recorded subdivision map of the District with the exception of the Common Areas.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest nearly as security for the performance of any obligation.

Section 7. "Declaration" shall mean and refer to the Declaratio8n of Covenants, Conditions and Restrictions applicable to the District recorded in the Office of Recorder of Deeds of Jackson County, Missouri.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association and each subsequent to regular meeting of the members shall be held in the same month of each year thereafter.

Section 2. Special Meeting. Special Meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, either personally or by mailing a copy⁶ of such notice, ordinary or first-class mail postage prepaid, at least ten (10) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meaning, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Article of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcements at the meeting from time to time, until the quorum as aforesaid shall be present to be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, all of whom must be members of the Association.

Section 2. Term of Office. At the first annual meeting of the members shall elect to directors for a term of one year, to directors for a term of two years and one director for a term of three years; and that each annual meeting thereafter the members shall elect either one or two directors (as terms of office expire) for a term of three years.

Section 3. Removal or Vacancies. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his predecessor. Any Board member who has unexcused absence from three (3) consecutive meetings may be removed by a majority vote of the Board of Directors.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the

performance of his duties, but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 5. Action taken without a meeting. The directors shall have the right to take any action in the absence of a meeting which could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the member, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should any meeting date fall upon a Saturday, Sunday or legal Holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday, or legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done are made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and the right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, and the Declarations;
- (d) Declare the office of a member of the Board of Directors to be vacant in the end such member shall be absent without excuse from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (f) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (g) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (h) As more fully provided to the declarations, to:
 - (2) fix the amount of the annual assessment against each Lot at least thirty (3) days in advance of each annual assessment period;
 - (3) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (1) Foreclose the lien against any property for which assessments are not paid within thirty (3) days after the due date or to bring an action at law against the owner personally obligated to pay the same.
- (a) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states and assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (b) Procure and maintain adequate liability and hazard insurance on property owned by the Association as it may deem appropriate;
- (c) Cause all offices or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (d) Cause the common area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the board of directors, a secretary, and a treasurer, and such other officers as the Board may from time to time be resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board by a vote of two-thirds (2/3) of the Board of Directors whenever in its judgement the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any of the officer so removed. Any officer may resign at any time giving written notice to the Board, the president's or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

President:

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments.

Vice President:

- (b) The vice-president shall act in the place and stead of the presidents in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary:

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of all members; keep the corporate seal of the Association and affix it on all papers requiring said seal; served notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer:

- (d) The treasurer shall receive a deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; Shaw's final checks and promissory notes of the Association; keep property books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, deliver a copy of each to the members.

Article IX

Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Article X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XI

Assessments

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by continuing lien upon the property against which the assessment is made. Any assessment which are not paid within ten (10) days of the due date shall be delinquent. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. All remedies of the Association for delinquent assessments are set forth in the Declaration and amendments thereto.

Article XII

Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors shall have the power and discretion to enter into contracts with an individual or other corporation for the development and management of property owned by the corporation.

Section 2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall from time to time be determined by the Board of Directors. In the absence of such determination by the Board of Directors any instruments shall be signed by the secretary or treasurer and countersigned by the president or vice-president of the corporation.

Section 3. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purpose or for any special purposes of the corporation.

Article XIII

Corporate Seals

The Association shall have a seal in circular form and shall apply said fields all documents of the Corporation.

Article XIV

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article XV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Amendment to Sherwood Village Homes Association, Inc. Declaration and further Declaration of Covenants, Conditions, and Restrictions

This document is executed by the owners of the majority of the living units of plated area known as SHERWOOD VILLAGE, a subdivision in Blue Springs, Jackson County, Missouri, and subject to the terms and conditions of The Sherwood Village Homes Association Declaration recorded on August 28, 1973, in Book 1-464 at Page 1057 as Document No. 1-162406, does hereby amend said Sherwood Village Homes Association Declaration in to. This amendment is in accordance with the provisions in said Declaration under the paragraph termed "NEW POWER TO BE GIVEN". Said paragraph provides that the Association may amend said Declaration by written consent of a majority of the members of the Association. At the time of the execution of this document there are 206 living units and the signature of 104 owners constitutes a majority.

WITNESSETH:

WHEREAS, The undersigned members of the Sherwood Village Homes Association are owners of certain property in Blue Springs, County of Jackson, state of Missouri, which is more particularly described as:

Beginning at the Northeast corner of Lot 186, COUNTRY CLUB NORTH, said point being on the East line of the Northwest $\frac{1}{4}$ of Section 19, Township 49, Range 30; thence due West 80.88 feet to the Northwest corner of said lot; thence North 68 degrees 4-1/2 minutes West 505.17 feet to the most northerly corner of Lot 192 in said subdivision; thence North 70 degrees 26-1/2 minutes West 123.21 feet to the Northwest corner of Lot 193 and said subdivision; thence due West 104.54 feet to the Southwest corner

of Lot 134 in said subdivisions; thence due North along the East line of 5th Street 485 feet to the Southwest corner of Lot 131 in said subdivisions; thence due West along the North line of Hunter Drive 150 feet to the Southwest corner of said Lot 130; thence due North 722-16 feet to a point on the south right of way line of Pink Hill Road, said point being 40 feet South of the North line of said ¼ section; thence along said south right of way line parallel to and 40 feet South of the North line of said ¼ Section 982-60 feet to a point on the East line of said 1/41 section; thence along the East line of ¼ section South 0 degrees 5-1/2 minutes West 1434.45 feet to the point of beginning.

The same having been platted as Blocks 1 thru 66 and Tracts A & B, Sherwood Village, a subdivision in Blue Springs, Jackson County, Missouri; and

WHEREAS, there exists a conflict between provisions of the Homes Association Declaration recorded August 28, 1973, in Book I-464 at Page 1057, and a Declaration of Covenants, Conditions and Restrictions recorded May 12, 1976, in Book I-671 at Page 1263 all in the Department of Records, Jackson County, Missouri at Independence, Missouri; and

WHEREAS, the undersigned members of The Sherwood Village Homes Association desire that The Homes Association Declaration and the Declaration of Covenants, Conditions and Restrictions within the entire Sherwood Village subdivision apply uniformly to all property within the Subdivision;

NOW, THEREFORE, the undersigned hereby amend the Sherwood Village Homes Association Declaration in to by enacting the following provisions as set forth hereafter, all in accordance with the provisions of said Declaration termed "New Power To Be Given".

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Sherwood Village Homes Association, its successors and assigns.

Section 2. "Owner" shall mean a refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contact sellers, but excluding those having such interest merely a security for the performance of an obligation.

Section 3. "District" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described as follows:

All of Tracts "A" and "B", SHERWOOD VILLAGE, a subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof.

Subject to easements, encumbrances, restrictions and reservations of record, if any.

Section 5. "Block" shall mean and refer to such plot of land shown upon any recorded subdivision map of the District with the exception of the common area.

Section 6. "Lot" shall mean and refer to any portion of a Block shown upon any recorded subdivision map of the District with the exception of the Common Area.

Section 7. "Improved Lot" shall mean and refer to any Lot on which is erected any building or portion of a building designed and intended for the use and occupancy by a single family, whether in a building designed as a single family dwelling, duplex, triplex, fourplex or other multiple family dwelling.

Article II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation;
- (c) The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Any delegation by an owner, divests the owner of the right to use or enjoy the Common Area or facilities until the owner reoccupies the premises or sends Notice to the Association of his revocation of the delegation of the right of such use or enjoyment.

Article III

Membership and Voting Rights

Section 1. Every owner of a Block or a Lot within a Block shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership: Voting Membership. Members shall be all Owners, and shall be entitled to three (3) votes for each Block owned or one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Article IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any improved Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, for the enforcement thereof, whether by suit or otherwise, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made until paid. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his succession in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the District and for the improvement and maintenance of the Common Area, and for such other purposes as are consistent with the powers granted in this Declaration and the Bylaws of the Association.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the date of recording of this Amendment, the maximum annual assessment shall be Four Hundred Twenty-One and 68/100 (\$421.86) for each improved a lot.

- (a) From and after January 1 of the year immediately following the date of recording of this Amendment, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise of the Consumer Price Index for urban areas (published by the Department of Labor, DC) for the preceding month of July, of by 5% of the previous year's assessment, whichever is greater.
- (b) From and after January 1 of the year immediately following the date of recording of this Amendment, the maximum annual assessment may be increased above the established by sub-paragraph A of this Section by a vote of the members for the next succeeding one year and at the end of each such period of one year, provided that any such change shall have the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such

meeting called, the presence of members or of proxies entitled to case sixty (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved Lots and may be collected on a monthly basis. The Board of Directors may establish a uniform discount for annual assessments which are paid in advance for the period of one calendar year.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for here in shall commence as to all improved Lots on the first day of the month following the date of recording this Amendment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. Unless otherwise established by the Board of Directors, the annual assessment shall be divided by 12 and paid in 12 equal monthly installments, each installment being due on the first day of each month, commencing on the 1st day of January of each calendar year. The Board of Directors may also establish an advance payment schedule and establish such discounts, in any, it deems appropriate for advanced payments. The Association shall, upon the man, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified improved Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effective Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within (30) days after the due date shall be subject to a late penalty charge a four percent (4%) of each such assessment not paid or Five Dollars (\$5.00), whichever is greater. The late penalty charge shall become a part of the assessment due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his improved Lot. The Board of Directors may, upon approval by a majority of the Board of Director, terminate all privileges and services of an Owner whose assessment remains unpaid ten (10) days after the due date.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any improved Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such improved Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article V

Maintenance of Structures

Section 1. Maintenance of Completed Structures. In the event an Owner of any Lot in the District shall fail to maintain the premises and improvements thereon in a manner satisfactory to the Board of Directors, or in the event an Owner shall commence, erect or maintain any structure change, alteration or storage facility not approved by the architectural committee, the Association, after approval by two

thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance, or removal of non-approved structure shall be added to and become part of the assessment to which such lot is subject.

Section 2. Incomplete Structures. 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 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 shall have been completed.

Article VI

Architectural Control

No dwelling unit, residential structure, building, fence, wall or other structure shall be commenced, erected or maintained upon the District, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article VII

Powers of Association

In addition to the power granted by other portions of this Declaration or by law, the Association shall have the following powers to be exercised if, in the judgement of its Board of Directors, it is in the best interest of the Association to do so:

- (a) To enforce in its own name, any or all building or use restrictions which may have been, are now or may hereafter be imposed upon any of the real property in said District; provided however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions or reservations being made by other parties having the right to make such changes, releases or modifications as are permissible under the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties whenever and wherever such right of assignment exists. Nothing herein contained shall be deemed to prevent any Owner from enforcing any building or use restrictions in his own name.
- (b) To provide for the maintenance and improvement of any tennis courts, playgrounds, pedestrian ways, gateways, entrances, drinking fountains, gardens, pools, and ornamental features now existing or which may hereafter be erected, or created in said district in any public street or park, or on any land set aside for the general use of the members of the Association entitled to such use; and also to provide for the maintenance and improvements of the Common Area.

- (c) To provide such lights as the Association may deem advisable on streets, parks, parking, pedestrian ways, gateways, entrances, or other features, and in the public place and in the Common Area.
- (d) To provide for the plowing removal of snow from sidewalks and the private lanes.
- (e) To care for, protect and replant trees, shrubbery and grass in Common Areas.
- (f) To mow all lawns, pick up and remove loose material, trash and rubbish of all kinds and to do any other thing necessary or desirable in the judgement of the Board of Directors of the Association to keep lawn and vacant property in the District in neat appearance and in good order.
- (g) To place in suitable locations, receptacles for the collection of rubbish, and for the disposal of such rubbish as is collected, and for the collections and disposal of garbage in all Common Areas owned by the Association.
- (h) To exercise such control over private lanes and streets as may be within its power and as it may deem necessary or desirable; subject at all times to such control of county or other proper officials as may have jurisdiction over streets.
- (i) To provide means for emergency fire protection and to furnish the water and necessary equipment for the same.
- (j) To reimburse the state, county, or Township for expenses of furnishing emergency special police service for the properties or to employee duly qualified peace officers for such purposes.
- (k) To improve and maintain the Common Area to improve and maintain the swimming pool within the Common Area: to hire qualified personnel to manage and operate the pool; to make rules of conduct and regulations concerning the use of the Common Area; particularly the pool, deck and patio facilities within the Common Area; and to make sure rules and regulations for the parking or storing of motor vehicles, recreational vehicles, boats, trailers, trucks, vans and off road motorized vehicles, within the district in the Common Area, and to enforce such rules and regulations by all lawful means, including the removal of such vehicles by towing or otherwise.

Article VIII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, our restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amendment is recorded, after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended by an Instrument signed by not less than fifty-one (51%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned whose signatures appear on the pages annexed hereto, being the owners of living units of SHERWOOD VILLAGE and the members of The Sherwood Village Homes Association, have caused these presents to be executed.