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SHERWOOD VILLAGE HOMES  
ASSOCIATION DECLARATION

THIS DECLARATION, Made on the 1st day of January, 1973

by the undersigned BRUDER--JONES CONSTRUCTION COMPANY, a corporation,  
the owner of lots, tracts of land and living units in SHERWOOD VILLAGE, a  
tract of land in Blue Springs, Jackson County, Missouri, legally described as

Beginning at the Northeast corner of Lot 186, COUNTRY CLUB NORTH, said point being on the East line of the Northwest 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 in said subdivision; thence due West 104.54 feet to the Southwest corner of Lot 134 in said subdivision; thence due North along the East line of 5th Street 485 feet to the Southwest corner of Lot 131 in said subdivision; thence North 80° 32 minutes West 60.83 feet to the Southeast corner of Lot 130 in said subdivision; 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 1/4 section; thence along said South right of way line parallel to and 40 feet South of the North line of said 1/4 Section 982.60 feet to a point on the East line of said 1/4 section; thence along the East line of said 1/4 section South 0 degrees 5 1/2 minutes West 1434.45 feet to the point of beginning.

subject to the provisions of the Certificate of Survey filed for record in the  
Office of the Recorder of Deeds of Jackson County, Missouri at Independence,  
Missouri as Document No. 1-141107 in Plat Book 32, at page 107.

WITNESSETH:

WHEREAS, BRUDER--JONES CONSTRUCTION COMPANY, a Missouri  
corporation, the developer of SHERWOOD VILLAGE, is now developing said  
tract for high quality residential purposes and it is the desire of the undersigned  
owner of the land in said tract to continue the development of such land for such  
purposes and for the creation and maintenance of a residence neighborhood  
possessing features of more than ordinary value to a residence community; and,

WHEREAS, in order to assist the undersigned owner and its grantees in  
providing the necessary means to bring this about, said Owner does hereby  
subject all of the lots, tracts of land and living units in SHERWOOD VILLAGE to  
the following covenants, charges and assessments.

DEFINITION OF TERMS USED

The term "district" as used in this Declaration shall mean, unless and until  
extended as hereinafter provided, all of the aforesaid land in Jackson County,  
Missouri, according to the recorded survey thereof.

The terms "improved Property" or "improvements" as used herein shall be deemed to mean a lot or tract under single ownership, or a living unit where a duplex, fourplex, or townhouses dwellings has been erected on a single lot or tract, and the ownership of said duplex, fourplex or townhouse dwelling has been divided by means of a party wall agreement or a condominium agreement. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

The term "homes association property" as used herein shall be deemed to mean all private streets and alleys, private sidewalks, private parking lots, private country clubs, private recreational areas, private parks, private gardens and private ornamental areas, the use of which is dedicated to or set aside for the use of all of the owners within the district who are members in good standing of the homes association.

The term "owners" as used herein shall mean those persons or corporations who may, from time to time, own the lots, tracts or living units within the district.

The term "living unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family whether in a building designed as a single family dwelling, duplex, fourplex or townhouse dwellings.

#### IMPROVEMENTS UNDER MANAGEMENT OF ASSOCIATION

All improvements upon and to the land in the district and home association property shall be under the management and control of SHERWOOD VILLAGE ASSOCIATION (hereinafter referred to as "Association") as hereinafter provided the Association shall be composed of the owners of improved property in said district. It is understood that the members of the Association shall be limited to the owners of improved property within the boundaries of the district. Such management and control of said improvements shall at all times be subject to that had and exercised by the City of Blue Springs, Jackson County, the State of Missouri or other governmental body. And in addition thereto, it shall have such powers and duties as hereinafter set forth, all of which may be exercised, assumed or relinquished at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its members and of their right to participate in its meetings and proceedings except as herein provided, and except that there shall be no discrimination with respect to ownership in the district on the basis of race, creed, color, national origin or economic or social status.

POWERS AND DUTIES OF THE ASSOCIATION AS THE TRUSTEE

The Association shall have the following powers and duties, provided that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so from enforcing any building or use restrictions in his own name:

1. To enforce either in its own name or the name of any owner within this district, any or all building or use restrictions which may have been heretofore or may hereafter be imposed upon any of the land in said district, either in the form as originally placed thereon, or modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications as are permissible in the deeds, 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 rights of assignment exist. The expense and cost of any such proceedings shall be paid out of the general fund of the Association as provided for.

2. Provide for the plowing and removal of snow from the alleys and apartment drives and apartments parking areas.

3. To care for, spray, trim and protect and replant trees on all streets and at other public places; to care for, protect and replant shrubbery and resow grass in the areas or tracts set aside for the general use of the owners of the district.

4. To mow all lawns, pick up and remove loose material, trash and rubbish of all kinds, in the district, and to do any other thing necessary or desirable in the judgment of the officers of said Association, to keep the lawns and vacant property in the district neat in appearance and in good order.

5. To provide such lights as the Association may deem advisable on streets, parks, parkings, gateways, entrances or other features on homes association property.

6. To provide for the collection of rubbish from the common property and for the disposal of such rubbish as is collected, but not for individual trash and waste collection.

7. To provide for the maintenance and operation of a country club, clubhouse, playgrounds, swimming pools, tennis courts, recreational areas or facilities, gateways, entrances, gardens and other ornamental features now existing or which may hereafter be erected or created in said district in any streets or on any land set aside for the general use of the members of the association or to which all such members have access and the use thereof.

8. To provide for the suspension of the rights and privileges of any member to use the aforesaid country club, clubhouse, playgrounds, swimming pools, tennis courts, recreational areas or facilities and any other privileges as a member of the homes association for any period during which any assessment to which said member's interest is subject, remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

9. To provide for reasonable admission and other fees for the use of the country club, playgrounds, swimming pools, tennis courts, recreational areas or facilities maintained and operated by it.

10. To exercise such control over easements as it may require from time to time.

11. To repair or maintain, repave and reconstruct paved streets or roads, or parking lots, lanes and pedestrian ways, except those streets, sidewalks, sewers, or utility easements which are dedicated to the City of Blue Springs, Missouri.

12. To erect and maintain directional signs.

13. To provide for recreation activities for the Association members.

14. To establish rules for the use of Association facilities.

15. To assure that the exterior appearance of all buildings and structures in the district remains in a slightly and proper condition.

#### METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable said Association to perform the duties and to operate and maintain the improvements herein provided for,

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all living units in the district, subject to this Declaration, shall be subject to an annual assessment to be paid to the Association annually in advance by the respective owners thereof. The amount of assessment shall be fixed by the Association from year to year, but until further action of said Association shall be at the rate of Twenty & No/100 (\$20.00) per annum for each living unit as herein defined.

The rate of assessment may be increased, provided that at a meeting of the members especially called for that purpose, prior to the date on which the assessment is due for the year for the year for which said increase is proposed, a majority of the members present at such meeting shall vote for such increase. The notice of said meeting sent to members shall give the time and place at which it is to be held and state that an increase in the rate of assessment is to be voted upon at such meeting.

#### ASSESSMENTS DUE OCTOBER 1st OF EACH YEAR

The first assessment shall be for the fiscal year beginning January 1, 1973, and it shall be fixed and levied prior to January 1, 1974, and shall be payable on that date, and thereafter it shall be due and payable on the first day of October of each year. It will be the duty of the Association to notify all owners whose addresses are listed with the Association on or before that date giving the amount of the assessment, when due and the amount on each living unit, owned by them. Failure of the Association to make the assessment prior to October first shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to October first of any year, then it shall become due and payable not later than thirty (30) days after the date of the levying of the assessment.

#### WHAT CONSTITUTES NOTICE

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon prepaid, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient proper notice for this purpose or for any other purpose of this contract, where

notices are required.

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LIEN ON REAL ESTATE

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of December following the making of such assessment, then such assessment shall bear interest at the rate of eight (8%) per cent per annum from the first day of December, but if an assessment is paid before the first day of December or within sixty (60) days from the date of assessment, if assessment was made subsequent to October 1st for the fiscal year beginning October 1st, then no interest shall be charged.

SUBORDINATION OF THE LIEN TO MORTGAGES OR DEEDS OF TRUST

The lien of the assessment provided for herein shall be subordinate to the lien of any mortgages or deeds of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessment which have become due and payable prior to the sale of such property pursuant to a foreclosure of any such mortgage or power of sale under any such deed of trust. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

WHEN DELINQUENT

On or after the first day of December of each year beginning December 1, 1975, or within sixty (60) days from the date of levying the assessment for the fiscal year during which and for which the assessment is made, the assessment shall be deemed delinquent and payment of both principal and interest shall be enforced as a lien on said property through proceedings in any Court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens as soon as they become delinquent.

### TERMINATION OF LIENS

Such liens shall continue for a period of one (1) year from the date of delinquency and no longer unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until termination of the suit and until sale of the property under the execution of judgment establishing the same.

### EXEMPT PROPERTY

The following property subject to this Declaration shall be exempted from the assessment s charge and lien created herein:

- (a) All properties owned by the Association;
- (b) All properties subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use; and
- (c) All properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption.

### EXTERIOR MAINTENANCE

If, in the judgment of a jury of seven members appointed by the Board of Directors, a privately owned property in the District has fallen into such disrepair as to constitute an unsightly and improper condition detrimental to the economic and aesthetic values of the District, the Association may cause said property to be repaired and refurbished. The cost thereof shall be assessed against such property and said assessment shall constitute a first lien on the property.

### BOARD OF DIRECTORS AND POWERS

The Association shall have a Board of Directors three (3) in number, elected in accordance with its Articles of Incorporation and By-Laws, who shall be charged with the management of the Association in accordance with its Articles of Incorporation and By-Laws.

### MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any living unit as defined herein, shall be a member of the homes association, provided that

any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### VOTING RIGHTS

The Association shall have only one class of membership. Each member shall have one (1) vote for each living unit, as defined herein, in which he holds the interest required for membership by the preceding section and upon which he shall have paid the then current and all prior assessments upon said living unit, as hereinbefore provided. When more than one person holds such interest or interests in any living unit, all such persons shall be members and the vote for such living unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any such living unit.

#### ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The association shall notify all owners of living units in the district at the addresses of such owners as listed with said Association, as to what place and time regular meetings of the Association shall be held, designating the place where payment of assessments shall be made and other business in connection with said Association may be transacted; and in case of any change of said address, the Association shall notify all the owners of living units in the district at their addresses as listed with the Association of the change, notifying them of its new address.

#### DISTRICT MAY BE EXTENDED

The district, as it is now constituted or, as it may hereafter be constituted, from time to time, may be extended to include any and all lands which may hereafter be added by said BRUDER--JONES CONSTRUCTION COMPANY, provided that all of the land or lands be added to the district shall at the time be subjected to a homes association Declaration, containing the same terms and provisions as are contained in this Declaration, including any future modifications thereof. The extension of said district shall be accomplished by and take effect on



the filing of such homes association Declaration in the office of the Recorder of Deeds in and for the County in which said land or lands are located.

NEW POWER TO BE GIVEN

By written consent of a majority of the members evidenced by an agreement duly executed and acknowledged, and recorded in the Office of the Recorder of Deeds in and for Jackson County, Missouri at Independence, the Association may be given such additional powers as may be granted by said members or to otherwise amend this instrument.

TO OBSERVE ALL LAWS

Said Association shall at all times observe all applicable state, county or other laws or regulations, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration subject, however, to the limitations of its right to contract, as herein provided for.

HOW TERMINATED

This declaration may be terminated and all of the land now or hereafter affected may be released from all the terms and provisions hereof by the then owners of a majority of the living units subjected hereto at the time it is proposed to terminate this Declaration, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the Office of the Recorder of Deeds in and for Jackson County, Missouri at Independence which agreement or agreements must be approved of in writing by the mortgagees who hold valid mortgages on the property owned by the said owners of a majority of the living units voting in favor of such termination prior to such filing for record.



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STATE OF MISSOURI | SS. IN RECORDER'S OFFICE  
CITY OF JACKSON

BILL W. AUSTIN, Recorder of Deeds within and for the County aforesaid, do hereby certify that the foregoing instrument of writing was on the 28 day of Aug A.D. 1973 at 11 o'clock 46 minutes AM, duly filed for record in this office, and with the certificate of acknowledgement thereon endorsed, is recorded in the records of this office, in book L-464 at page 1057.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said office, at Independence, Missouri, this day and year last aforesaid.  
BILL W. AUSTIN, Recorder *By: [Signature]* Deputy

Please return to  
JAMES S. COTTINGHAM  
420 South Main Street, Suite 400  
Independence, Missouri 64050  
838-0000

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STATE OF MISSOURI  
JACKSON COUNTY | SS  
RECEIVED FOR RECORD

1973 AUG 28 AM 11 46 .8

BILL W. AUSTIN  
RECORDER OF DEEDS  
BY D.R.

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*D. Wilson*