

Filed July 13, 1955

James H. Stanton Construction Company, Inc.,  
a corporation

To

SHERWOOD ESTATES

### **SHERWOOD ESTATES HOMES ASSOCIATION DECLARATION**

THIS DECLARATION, Made on this 20th day of June, 1955, by James H. Stanton Construction Company, Inc., a corporation, with offices in Jackson County, Missouri, which corporation is the owner of all of the lots shown on a recorded plat of certain blocks of Sherwood Estates, which said plat dated January 28, 1955, was, on March 25, 1955, as instrument No. A-59260, recorded in the office of the Recorder of Deeds of Clay County, Missouri, in Plat Book 3 at Page 224.

WITNESSETH: THAT WHEREAS, James H. Stanton Construction Company, Inc. is now developing said Sherwood Estates for high-class residence purposes, and it is its desire to continue the development of certain parts of such land and other land now owned by it in this vicinity 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 it and its grantees in providing the necessary means to better enable it and its grantees to bring this about, James H. Stanton Construction Company, Inc. does now and hereby subject all of the lots shown on the aforesaid plat of certain blocks of Sherwood Estates, together with the lands now unplatted but included in a certain deed to it from William R. Allen and Martha M. Allen dated January 5, 1955, which was filed of record on January 6, 1955, in the office of the Recorder of Deeds of Clay County, Missouri, in Book 526, Page 355 as instrument number A57285, and also together with the lands now unplatted but included in a certain deed to Stanton Building Company, a corporation, from Grace M. Webb and Basil T. Webb, dated January 11, 1955, which was filed of record on January 18, 1955 in the office of the Recorder of Deeds of Clay County, Missouri, in Book 533, at page 300 as instrument number A-57652, to the following covenants, charges and assessments, subject to limitations hereinafter set forth.

#### **DEFINITIONS OF TERMS USED.**

The term "district" as used in this agreement means, unless and until extended as hereinafter provided, all of the lots shown on said plat of certain blocks of Sherwood Estates and all lots of the aforementioned unplatted lands as and when platted. If or when, other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subject to the terms of this agreement, including any

future modification thereof. The term improved property as used herein shall be deemed to mean a single tract under a single ownership and use and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection thereon. Any such tract may consist of one or more contiguous lots or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean all streets, streams, waterways and all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the owners within the district, or which may, with appropriate consent, be used by all of the owners of the district.

The term "owners" as here in used shall mean those persons or corporation who may from time to time own the land within the district.

#### PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF COMPANY OR ASSOCIATION

All public improvement upon and to the land in the district, or improvements in public places shall be under the management or control of the Homes Association by whatever name it may be designated as hereinafter provided, as trustee; and association to be composed of the owners of the real estate in said District, which Association shall be incorporated. It is understood and agreed that the members of the Association shall be limited to the owners of the land within the boundaries of the district as it exists from time to time. It is provided, however, that such management and control of said improvements shall at all time be subject to that had and exercised by the City of Kansas City, Missouri, by Clay County, and by the State of Missouri, or any of them; And in addition thereto, it shall have such further powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

#### POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

The Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable, provided that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so, from enforcing any building restrictions in his own name.

FIRST: To enforce, either in its own name or in the name of any owner within the district, any or all building 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 as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make 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, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided for.

SECOND: To provide for the plowing and removal of snow from sidewalks and the streets.

THIRD: To care for, spray, trim and protect, plant and replant trees on all streets and in other public places where trees have once been planted, except where otherwise provided for; to care for, protect, plant and replant shrubbery and sow and resow grass in the parks which are in the streets or in the parks, if any, set aside for the general use of the owners of the district, or to which such owners have access and the use thereof.

FOURTH: To mow, care for and maintain parkings in front of vacant and other property; to cut and remove weeds and grass from such parkings or other places, and to cut and remove weeds and grass from other vacant property; to pick up and remove therefrom, loose material, trash and rubbish of all kinds, and to do any other things necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

FIFTH: To provide such lights as the Association may deem advisable on streets, parks, parkings, gateways, entrances or other features, and in other public or semi-public places.

SIXTH: To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage. To operate and maintain a sewage disposal plant; to pick up and dispose of household refuse and trash, and perform other and further services of a general or public nature, and to contract with reference to such matters. To operate and maintain a sewage pumping plant if any in use.

SEVENTH: To provide for the maintenance of tennis courts, playgrounds, gateways, entrances, drinking fountains, streams and other ornamental features 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 owners in the district, or to which all of such owners have access and the use thereof; and also to provide for the maintenance and beautification of natural water courses within the district.

EIGHTH: To exercise such control over easements as it may acquire from time to time.

NINTH: To exercise such control over streets as may be within its powers and as it may deem necessary desirable. To issue permits for plumbers or other parties to make cuts or excavations in streets when necessary for installation of utilities and to accept bonds or deposits for the repairing of such cuts. Said Trustee shall have full authority to prevent any excavation or cuts in streets without first requiring a reasonable deposit to insure the repair and future maintenance of such repairs. It being further understood that the Trustee may reserve the full right to make any or all excavations in streets; or the right to refill any excavation; or the right to repave any cuts, or the right to repair any damages, in its option, to any improvements in the streets, and pay the cost of the same out of the deposits made as above provided; subject at all times to such control of county or city officials as may have jurisdiction over streets.

TENTH: To repair, oil, maintain, repave and reconstruct paved streets or roads, lanes and pedestrian ways, and to clean streets, gutters, and sidewalks and pedestrian ways.

ELEVENTH: To erect and maintain signs for marking of streets.

TWELFTH: To reimburse the State, County, or City for expense of furnishing police service for the district, or to employ duly qualified peace officers for such purpose.

THIRTEENTH: To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against land in public or semi-public places.

#### LAND ENTITLED TO BENEFITS.

No land shall be entitled to any of the benefits or improvements or services provided for by this Association unless the owner or owners thereof shall have subjected their land to the terms of this agreement and to the assessments herein provided for.

#### METHOD OF PROVIDING GENERAL FUNDS.

For the purpose of providing a general fund to enable the said Association to perform the duties and to maintain the improvements herein provided, all land within the boundaries of the district hereinbefore described, excepting such lots or parts thereof which may hereafter by proper written instrument be dedicated or used as a park or playground, church, school, country club, community center or any other public building, edifice, structure, place or area, or any building, edifice, structure, place or area which may be used by the general public, shall be subject to an annual improvement assessment to be determined on the following basis: Each parcel of land within the said district upon which there is now existing or upon which there is hereafter constructed a single family residential dwelling shall constitute an assessable unit. The amount of the annual assessment for each succeeding year shall be determined by the Board of Directors of the Association at a meeting called for that purpose in December of each year and shall be due and payable in full on January 1 annually, provided however that the annual assessment levied by the Board for anyone year shall not exceed the sum of Twenty-five Dollars (\$25.00) per assessable unit unless the same shall have been approved by an affirmative vote of the majority of the members of the Association present at a meeting specially called for that purpose. Whenever the Board of Directors may deem it advisable to submit to the members a proposal for increasing the rate of the assessment for any particular year, then it shall notify members of the association by mailing to such members at the last known address with United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the rate of assessment and the amount of the proposed increase is to be voted upon at such meeting. No increase in the rate of assessment may be made for more than one year at a time.

#### ASSESSMENTS DUE JANUARY FIRST OF EACH YEAR.

The first assessment shall be for the year beginning January 1, 1955, and it shall be fixed and levied prior to that date, and shall be payable on that date, and thereafter it shall be due and payable on the first day of January of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment, when due, and the amount on each tract of land owned by them. Failure of the Association to make the assessment prior to January first of each year for the next succeeding year beginning on January first, shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for anyone year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January first of any year, then it shall become due and payable not later than thirty days after the date of levying 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 and proper notice for this purpose or for any other purpose of this contract, where notices are required.

#### 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 February following the making of such assessment, then such assessment shall bear interest at the rate of eight per cent per annum from the first day of January, but if the assessment is paid before the first day of February, or within thirty days from the date of the assessment, then no interest shall be charged. The lien herein provided for shall be subject to the lien of any first mortgage or deed of trust made and executed prior to the time that any assessment shall become delinquent as herein before provided.

#### WHEN DELINQUENT.

On or before the first day of February of each year, beginning February 1, 1955, or within thirty days from the date of levying the assessment for the fiscal year during which and for which the assessment is made, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Clay 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 before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the Recorder of Deed's Office whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein a fee of \$2.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate and shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

#### TERMINATION OF LIENS.

Such liens shall continue for a period of five years 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 the termination of the suit, and until the sale of the property under execution of the judgment establishing same.

#### OTHER LANDS – HOW THEY MAY BE ADDED.

James H. Stanton Construction Company, Inc. may from time to time add such land to the district, as is now or hereafter owned or approved for addition by it; provided that the land be added to the district shall at that time be bound by all of the terms of this agreement and any future modification thereof. The Association may also unite or combine with any other association similarly organized, operating on a similar basis having jurisdiction of land lying wholly within Kansas City, Clay County, Missouri.

#### ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.

The Association shall notify all owners of land in the district as it may exist from time to time, insofar as the address of such owners are listed with said Association, of the official address of said association, as to what place and time regular meetings of the Association shall be held, designating the place, where payments shall be made, and any other business in connection with said Association may be transacted, and in case of any change of such address, the Association shall notify all the owners of the land in the district insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

#### TEMPORARY TRUSTEE.

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, James H. Stanton Construction Company, Inc. shall have the right at its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given direct to James H. Stanton Construction Company, Inc.

#### TO OBSERVE ALL LAWS.

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

HOW AMENDED OR TERMINATED.

This agreement may be amended in any respect, or it may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions hereof, by the written consent of the owners of two-thirds of the area subject thereto at the time it is proposed to amend or terminate this agreement, 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 of Clay County, Missouri.

COVENANTS RUNNING WITH THE LAND.

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon James H. Stanton Construction Company, Inc., and upon its successors, assigns, transferees and grantees.

IN WITNESS WHEREOF, James H. Stanton Construction Company, Inc., has, by authority of its Board of Directors, caused this instrument to be executed by its President, and its corporate seal to be hereto affixed, the day and year first above written.

JAMES H. STANTON CONSTRUCTION COMPANY, INC.

By /s/ James H. Stanton  
President

ATTEST:

/s/ Mary L. Rooney  
Asst. Secretary.

Filed Feb. 8, 1956

AMENDMENT OF  
SHERWOOD ESTATES HOMES ASSOCIATION DECLARATION

James H. Stanton Construction Company, Inc., a corporation with offices in Jackson County, Missouri, which corporation is the owner of more than two-thirds (2/3) of the area subject to the terms and provisions of the SHERWOOD ESTATES HOMES ASSOCIATION DECLARATION, dated June 20, 1955, and which was, on the 13th day of July, 1955, recorded in the Office of the Recorder of Deeds of Clay County, Missouri, in Book 549 at Page 1, under recorder's instrument of said SHERWOOD ESTATES HOMES ASSOCIATION DECLARATION in the following particulars, to-wit:

1. No land or improvements thereon shall be subject to the terms and provisions of the said SHERWOOD ESTATES HOMES ASSOCIATION DECLARATION unless and until said land is platted as a part of Sherwood Estates, a subdivision in Clay County, Missouri.
  
2. The following described property shall not be subject to the terms and provisions of the said SHERWOOD ESTATES HOMES ASSOCIATION DECLARATION and said property shall be and the same hereby is excluded from the operation of said Declaration:

All that part of the Southeast quarter of Section 31, Township 51, and Range 32, and that part of the Northeast quarter of Section 6, Township 50, and Range 32 in Kansas City, Clay County, Missouri, being Tract "c" of the Sixth plat of record of SHERWOOD ESTATES, more particularly described as follows: Beginning at the point of intersection of the West line of Norton Ave. with the North line of 46th Street North as said streets are established by said plat of record of SHERWOOD ESTATES: thence North 89 degrees, 48 minutes, and 30 seconds West along the said North line of 46th Street North a distance of 319.86 feet; thence North 0 degrees, 11 minutes, and 30 seconds East, a distance of 11.39 feet; thence Northerly along a curve to the left, with the last course as tangent and a radius of 325.0 feet, a distance of 78.61 feet; thence North 64 degrees, 26 minutes, and 30 seconds East a distance of 132.24 feet; thence North 25 degrees, 47 minutes, and 00 seconds West a distance of 536.06 feet; thence North 17 degrees, 38 minutes, and 07 seconds West a distance of 246.93 feet; thence East 516.70 feet to a point in the said West line of Norton Ave.; thence South 0 degrees, 04 minutes, and 00 seconds East along said West line of Norton Ave., a distance of 865.08 feet to the point of beginning, containing 7.2156 Acres

IN WITNESS WHEREOF, James H. Stanton Construction Company, Inc., has, by authority of its Board of Directors, caused this instrument to be executed by its President, and its corporate seal to be hereto affixed, this 12th day of October, 1955.

JAMES H. STANTON CONSTRUCTION COMPANY, INC.

By /s/ James H. Stanton  
President

ATTEST:

/s/ Mary L. Rooney  
Asst. Secretary