

SHERWOOD ESTATES HOMES ASSOCIATION, INC.

DECLARATION OF RESTRICTIONS

I. DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the James H. Stanton Construction Company, Inc., hereinafter called the Company, has caused to be surveyed and platted the lands hereinafter described under the name of Sherwood Estates, and has caused the same to be subdivided into blocks, lots, streets, avenues, drives and public ways, and does hereby dedicate the streets, avenues, drives and public ways, as shown on the plat of said addition, to the public use.

II. DESCRIPTION

The following is a particular description of the lands embraced within the aforesaid plat and within the terms and provisions of this declaration:

Beginning at a point on the South line of the land conveyed to the State of Missouri for road purposes aforesaid 908 feet West of the center line on Norton Avenue formerly County Road the same being the West line of the East 24 acres of the Southeast quarter of Section 31, Township 51, Range 32, thence South 1735 feet thence East 180 feet; thence South 200 feet, thence East 370 feet, thence North 395 feet, thence East 358 feet, more or less to the center line of Norton Avenue aforesaid thence North 1540 feet more or less to the South line of the land conveyed to the State of Missouri, aforesaid thence West 908 feet along the South line of said land conveyed to the State of Missouri aforesaid to the point of beginning.

III. RESERVATIONS, RESTRICTIONS AND COVENANTS

The Company declares that the aforesaid land, shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

IV. DEFINITIONS

A "Corner Lot" is one that abuts on more than one street.

The street upon which a lot fronts shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word "plot", as used in this statement, is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

A "plot" shall be deemed to front on the same street or streets as the lot or lots constituting such plot.

By "building limit line" as herein used, is meant the line marked "building limit line", as shown on the plat, or as changed by the Company in accordance with the provisions herein.

By "outbuilding", as the word is used in this statement, is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves

The word "street", as used in these restrictions, shall include any street, drive, boulevard, road, lane, way, terrace or court as shown on the plat.

V. USE OF LAND

The lots shall be used for detached single family dwellings only, provided, however, that nothing in this instrument contained or in any reservation, restriction or covenant herein set forth shall be applicable to or in any wise be construed to prohibit, limit or affect the erection and maintenance upon any lot or lots or parts thereof of any church or place of public worship, except that the Company reserves the right to approve the building plans and specifications of any such structures as provided in Section VII hereof.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

No structure shall be moved onto any lot in said subdivision unless it meets with the approval of the Committee hereinafter referred to.

VI. LOT AREA AND FRONTAGE

Every dwelling erected on any plot shall front or present a good frontage on the street on which said lot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on a plot having an area of less than seventy-five hundred (7500) square feet, nor a frontage of less than sixty (60) feet on the street on which the plot fronts.

If the plot consists of one lot only and the frontage of such lot is less than sixty (60) feet, then the minimum quantity aforesaid of sixty (60) feet may be reduced as applying to the lot in question to the frontage of said lot.

VII. APPROVAL OF PLANS

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alterations therein be made, until plans and specifications, color scheme, plot plan and grading plan therefore, or other information satisfactory to the company shall have been submitted to and approved in writing by the Company and a copy thereof as finally approved lodged with the Company. In so passing upon such plans, specifications, and other requirements, the Company may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

VIII. SIZE OF DWELLING

Any dwelling erected wholly or partially on any of the lots shall have a ground floor square foot area, exclusive of open porches or attached garages, of not less than seven hundred (700) square feet in the case of a one-story structure, nor less than five hundred (500) square feet in the case of a one-and-one-half or two-story structure. Attached garages shall not exceed a two-car capacity.

IX. OUTBUILDING REQUIREMENTS

No outbuilding shall be permitted on any lot in the district.

X. DWELLING SETBACK

No dwelling or any part thereof shall be erected or maintained on any plot nearer to the adjoining street or streets than the building limit lines shown on the recorded plat. However; the Company reserves the right to change any building limit line, provided the consent of the holder of the legal title of the lot involved is first obtained, but in no event shall a building limit line be changed so as to bring it more than five (5) feet nearer any adjoining street. However, covered or uncovered, but not enclosed, porches, balconies, porte-cocheres, or terraces may extend beyond the building limit line not more than twelve (12) feet, and customary architectural appurtenances, such as cornices, bay windows, spoutings and chimneys may not extend more than four (4) feet. Steps leading to dwellings may extend beyond such building limit lines, provided such steps are not higher than the level of the first floor of the dwelling.

XI. DWELLING FREE SPACE

No part of any dwelling shall be erected or maintained nearer than six (6) feet to the side line of property of the plot on which the same is erected, except that cornices, spoutings, chimneys, and purely ornamental projections may extend two (2) feet nearer said property line.

XII. EASEMENTS

No building or other permanent structure shall be erected or maintained on any part of any areas indicated as "Easement", but the owners of lots may erect and maintain a fence, wall, or hedge along the property line within such easement, but subject at all times to the prior right to use such area for public or quasi-public purposes.

The right is reserved to locate, construct, erect and maintain, or caused to be located, constructed, erected and maintained within the areas indicated on the plat as "Easement", sewer and other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

The Company shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of said property, subject to any agreement regarding use of easements which may be in force at that time.

XIII. SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

The construction or maintenance of signs, billboards or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the recorded plat is permitted provided it does not exceed 3 x 5 feet in size, and except that signs of a larger size, advertising the subdivision, may be erected by the Company.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

No fence or wall, other than retaining wall, shall be erected or maintained on any lot nearer a front or side street than the building limit line.

No pergola or any detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line, without the written consent of the Company.

No permanent provisions shall be made on any lot for the raising of poultry or animals, or the housing of cows, horses, or other livestock.

No trash, ashes or other refuse may be thrown, dumped or burned on any lot in the subdivision.

No radio or television aerial wire or structure shall be maintained more than five (5) feet higher than the roof of any structure, nor in front of the building limit line.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

XIV. DURATION

All of the restrictions and covenants herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the recorder of Deeds in and for Clay County, Missouri, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to the lots having more than fifty (50) percent of the front footage of the lots shown on the recorded plat may release all of the lots hereby restricted from anyone or more of said restrictions and covenants, and may release any lot shown on said plat from any restrictions or covenant erected by deed from the Company at the end of the first twenty-five (25) year period, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, at least five (5) years prior to the expiration of the first twenty-five (25) year period, or at least five (5) years before the expiration of any ten (10) year period thereafter; and further provided that the owners of the legal title of the lots having more than seventy five (75) percent of the front footage of the lots shown on this plat may, after twenty-five (25) years from the date of this instrument, by

executing and acknowledging an appropriate agreement and filing the same for record, as outlined above release anyone or more of the restrictions or covenants as above mentioned.

XV. RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the Company, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Company, its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breeches committed during its, his or their seizing of the title of said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Company or owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event, be deemed to be a waiver of a right to do so thereafter.

XVI. COMPANY'S RIGHT TO ASSIGN

The Company, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by the Company and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or anyone or more of them, at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.

XVII. PARTIAL INVALIDATION

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

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by Vincent J. Hilsman, its Vice President, attested by Mary L. Rooney, its Assistant Secretary, and its corporate seal to be hereunto affixed this 28 day of January, 1955.

JAMES H. STANTON CONSTRUCTION COMPANY, INC.

By Vincent J. Hilsman, Vice President

ATTEST:

Mary L. Rooney
Assistant Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

Before me, the undersigned, on this day personally appeared VINCENT J. HILSMAN, Vice President of James H. Stanton Construction Company, Inc., well known to me to be the person and officer whose name is subscribed to the foregoing instrument and he acknowledged to me that the same was the act and deed of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of January, 1955.

Annabelle E. Botz, Notary Public
in and for Jackson County, Missouri

(Seal)

My commission expires:
January 13, 1958