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11/20/2006 03:14:50 PM
INSTRUMENT TYPE: REST FEE: \$51.00 12 Pages
NON-STANDARD FEE: \$25.00



INSTRUMENT NUMBER/BOOK & PAGE:
2006E0125155

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**Declaration of Covenants,
Conditions and Restrictions
of
Rosewood Hills**

ABS 060073

This Declaration of Covenants, Conditions and Restrictions of Rosewood Hills ("Declaration") is made on the date hereinafter set forth by L & B Development Inc., a Missouri Corporation ("Developer" and "De clarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Grain Valley, County of Jackson, State of Missouri, which is more particularly described as:

ROSEWOOD HILLS, Lots 356-422 and Tract "G", 6th Plat a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof.

("Property" or "S ubdivision"). The plat of the Subdivision was accepted by the Grain Valley City Council by ordinance number 1861, duly passed and approved by the Mayor of Grain Valley, Missouri on **October 23, 2006** and recorded **November 13, 2006**, with the Jackson County Recorder of Deeds.

AND WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on the Property.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the Subdivision and for the maintenance of the property and improvements thereof, and such other property as may be subsequently subjected hereto.

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the environment, values and amenities in said property to create an entity to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities (if any) and administering and enforcing the covenants and restrictions contained herein and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

WHEREAS, Developer has incorporated under the laws of the State of Missouri, the Rosewood Hills Homeowners Association, Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid:

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. All the lots when sold will be subject to these restrictions and the easements, covenants, restrictions and conditions shall run with the Property and will be binding on every owner of lots in the Subdivision in the same manner as if the restrictions were contained in each contract or conveyance of or concerning any lot or part thereof.

ARTICLE I Definitions

1.1. "Association" shall mean and refer to the Rosewood Hills Home Owners Association, Inc., its successors and assigns.

1.2. "Common Areas" shall mean those portions of the Property, which are dedicated and conveyed by Developer to the Association.

1.3. "Declarant" shall mean L & B Development, Inc., its successors and assigns.

1.4. "Developer" shall mean and refer to L & B Development, Inc., its successors and assigns, to whom (whether a person or other entity) is conveyed all remaining lots (if more than one) are conveyed for the purpose of resale.

1.5. "Lot" shall mean and refer to the lots identified and contained in the recorded subdivision plat.

1.6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, pool facility, lighting and other related improvements and fixtures in a condition comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

1.7. "Member" shall mean and refer to every person or entity that holds membership in the Association.

1.8. "Mortgage" shall mean a conventional mortgage or deed of trust.

1.9. "Mortgagee" shall mean a holder of a conventional mortgage or deed of trust or a beneficiary under or holder of a deed of trust.

1.10. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.11. "Property" 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, and these restrictions, as hereinafter provided.

1.12. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant or Developer alone which contains some complementary provisions in relation to the Property or any portion thereof and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

1.13 "Owner Occupied" shall mean that all homes constructed in Rosewood Hills shall not be held as rental property by any definition. All residences in Rosewood Hills shall be owner occupied.

ARTICLE II Association Membership

2.1 Every person or entity that is a record owner of the fee or an undivided fee interest in any Lot, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in the Property merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

ARTICLE III Voting Rights

3.1 The Association shall have two classes of voting membership.

3.1.1 CLASS A. Class A members shall be all Owners except the Declarant. Class A members shall have one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any single Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3.1.2 CLASS B. Class B members shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot it holds the interest required

for membership by Article II. Class B membership may be converted to Class A membership as to any Lots, at the option of the Developer, by delivery of a written notice to the President of the Association, or at such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership. In any event, Class B shall cease to exist, and all Lots owned by the Declarant shall become the subject of Class A membership on January 1, 2011.

ARTICLE IV Powers and Duties

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties:

4.1 To enforce, in its own name, any covenants, conditions, or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding must be paid out of the general fund of the Association.

4.2 To mow and maintain common areas, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on Property defined as common areas.

4.3 To provide operation and maintenance of entrances and subdivision monument sign, all ornamental features and equipment thereof on any land set aside for the general use of the public or the owners, or to which all such owners have access and use thereof.

4.4 To obtain liability insurance insuring the Association.

4.5 To obtain workers compensation insurance to the extent necessary to comply with applicable law and any other insurance deemed necessary by the Board of Directors of the Association.

4.6 To obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

4.7 To acquire and own the title to such real estate as may be reasonable 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.

4.8 To borrow money, to mortgage, pledge deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

4.9 To enter into such agreements with other Homes Associations, municipalities, political subdivision, individuals and corporation in order to implement the purposes of the Association, and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

4.10 To provide for the operation, maintenance and improvements of the subdivision swimming pool and associated parking lots and other improvements located on the common area of the subdivision.

ARTICLE V

Covenant for Maintenance Assessments

5.1 **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall have so expressed in any deed or other conveyance, is deemed to covenant and agrees to pay to the Association, following the date of commencement of Annual Assessments as provided in Section 6 of this Article V; (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the Property and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such Property at the time when the assessments fell due. The personal obligation of delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

5.2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property, and for the maintenance, repair and services listed in Article IV hereof, and for any other purpose which is necessary or desirable for the maintenance or improvement of the Property or which is of general benefit to the Owners and occupants.

5.3. **Basis and Maximum of Annual Assessments.** Until January 1 of the year immediately following conveyance by Declarant of the first Lot to an Owner, the maximum annual assessment shall be One Hundred And Fifty Five and no/100 Dollars (\$155.00) per Lot.

5.3.1 From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased effective January 1 of each year without vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor,

Washington, DC) between the month of July in the two immediately preceding consecutive calendar years.

5.3.2 From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, notice setting forth the purpose of the meeting to be given. The limitations hereof shall not apply to any change in the maximum and basis of assessments undertaken as incident to merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

5.3.3 The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

5.4 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of a capital improvement upon the Property, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

5.5 **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 requiring membership approval under Section 3 and 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 proxies entitled to cast sixty percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half of the quorum required at the preceding meeting. No such subsequent meeting may be held more than 60 days following the preceding meeting.

5.6. **Date of Commencement of Annual Assessments. Due Dates.** The annual assessments provided for herein shall commence as to an individual Lot upon the original conveyance of each Lot by Declarant (excluding builders) provided that a conveyance by Developer to a successor who meets the definition of Developer shall not be deemed an original conveyance; or, upon the first day of the month following issuance of a certificate

of occupancy on the lot by the appropriate authority approving the occupancy of a dwelling on such lot, whichever shall first occur. The first annual assessment shall be prorated according to the number of months remaining in the calendar year following the commencement date. Thereafter, the annual assessment shall be due and payable in advance by each Owner for each succeeding 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 Board of Directors shall establish the due date.

5.7 **Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum. The Association may bring an action at law against the Owner, or foreclose the lien against the Property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

5.8 **Subordination of the Lien to Mortgages.** The lien of assessments provided for herein shall be subordinate to the lien of any first deed of trust given by an Owner. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust, such subordination shall apply only to the assessments or installments thereof which shall be come due and payable prior to the sale of the Property pursuant to the exercise of the power of sale under such deed of trust, or prior to a sale or conveyance in lieu of foreclosure shall not relieve the Property from liability for assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

ARTICLE VI Use Restrictions.

6.1. **General Use of the Land.** None of the Lots may be improved, used or occupied for any purpose whatsoever other than for construction and occupation of private single family residences and no flat or apartment house, although intended for residential purposes, may be erected thereon. The structures to be erected upon the Lots will be occupied by individuals or families, however Developer does not intend for the Property to be used for multifamily uses or group home uses. No structure of a temporary character shall be erected or located on any Lot, including a trailer, manufactured home, mobile home, basements, tent or shack. No Lot may be improved, used or occupied for any purpose other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

6.2 All residences shall incorporate "dual fuel" heating and cooling systems with and electric heat pump and a gas furnace backup.

6.3. Height Limitations. Any residence erected on any Lot shall not be more than two (2) levels in height above ground on the front elevation of the house without the prior written consent of Developer or the Architectural Review Committee, as applicable.

6.4. Interior Minimum Size Requirements.

6.4.1. The words "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics.

6.4.2 The minimum size of any residence is 1,300 sq. ft. of enclosed floor area.

6.4.3. All homes shall have a basement. No slab homes are permitted.

6.5. Exterior Requirements.

6.5.1 All homes are to be painted with earth tone colored paint on the exterior walls. Developer reserves the right to approve exterior colors.

6.5.2 The pitch of any roofline shall be no less than 7/12 unless specifically and otherwise approved per Article VI.

6.5.3 All Lots are to be sodded and landscaped within a reasonable amount of time after occupancy. Each Lot on which a dwelling is built must have a minimum of two (2) Red Maple planted 12' from the curb. The trees shall not be less than six (6) feet in height when planted.

6.5.4 All roofing shall be asphalt roofing, weathered gray color, 20 year or better.

6.5.5 Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner of any Lot, other than an entirely portable and movable wading pool not greater than six feet in diameter.

6.6. **Garages.** Each residence shall have an attached garage for not less than two (2) cars. The driveway on each Lot shall be poured concrete to the curb. All garages facing a street must be equipped with doors to preserve the appearance of the elevation of the house fronting on the street. All side entry garages must conform to the general appearance of the façade of the house on its front elevation.

6.7. **Fences.** In no event will any chain link fences be erected anywhere on the Property (including dog runs). No fencing other than wood and/or vinyl fencing shall be permitted on any Lot and no fencing shall be permitted nearer to the front street than the rear lines of the residence.

6.8. **New Construction.** All residences and other buildings permitted hereby on Lots shall be initially new construction. No buildings shall be moved onto any such Lots.

6.9. **Animals Prohibited.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets not to exceed an aggregate three in number regardless of type may be kept, provided they are not kept, bred or maintained for any commercial purpose.

6.10. **Antennas Prohibited.** No exterior television or radio antennas (excluding dishes or disks eighteen to twenty-two (18-22) inches and smaller in diameter) may be kept or maintained on any of the Lots except within the confines of a dwelling thereon.

6.11. **Storage Tanks.** No tank for the storage of fuel may be maintained on any Lot above or below the surface of the ground.

6.12. **Automotive.** No engine rebuilding or any other similar form of automotive maintenance or manufacturing or repairing, whether for hire or otherwise, shall occur on any of the Lots except that automotive repairs on a noncommercial basis and not for hire may be conducted in any enclosed garage built on a Lot.

6.13. **Parking and Storage of Vehicles Prohibited.** No school buses, tractors, trucks over $\frac{3}{4}$ ton, recreational vehicles, motor homes, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or any other motor vehicles or trailers may be stored upon any Lot except that such storage (except storage for hire) shall be permitted within the confines of any building built upon any Lot or shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.

6.14. **Owner Occupied.** All homes constructed in Rosewood Hills shall be owner occupied. No homes shall be built or held as rental property by any definition at any time.

6.15. **Outbuildings.** No Outbuildings of any kind shall be constructed, installed

or moved on or to any lot.

Developer maintains the right to modify and/or change any of the use restrictions identified.

ARTICLE VIII General Provisions

7.1. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the Property to enforce any lien created by these covenants. Any such action may be initiated by the Developer, any Owner, or the Association. Failure of the Developer, or any Owner, or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2. **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 Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five percent (75%) of the Class A and B votes combined, and thereafter by an instrument signed by members entitled to cast not less than two-thirds (2/3) of all votes, provided, however, that the terms and provisions contained within Article VI and Article VII may not be amended or repealed so long as Developer owns any Lot without the affirmative written consent of Developer to any such amendment or revocation. No new article or amendment will be enforceable or affective against the Developer without its prior written consent. Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed and filed for record in Jackson County, Missouri, in the Recorder of Deeds Office in Harrisonville.

7.3. **Notices.** Any notices required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association or current tax records at the time of such mailing.


7.4. **Language Variation.** The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to the actual facts.

7.5. **Management.** The business of the Association will be conducted by its Board of Directors in accordance with this Declaration and the Bylaws of the Association adopted by the Declarant or the Association's Board of Directors. Until a Board of Directors has been elected, the affairs of the Association will be conducted by the Declarant who will have all of the powers and duties for the administration of the affairs of the Association.

7.6 Covenants. All of the provisions of this Declaration are covenants that run with the Property and are binding upon L & B Development, Inc. and its successors and assigns. Any person acquiring fee title to any Lot or any portion thereof, will be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition, such person will be bound by this Declaration only during the period such person is the fee owner of such Lot or portion thereof, excepts as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Declaration will continue to be benefits and servitudes upon the Lots and run with such land.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this **30th** day of **October**, 2006.

L & B DEVELOPMENT, INC.

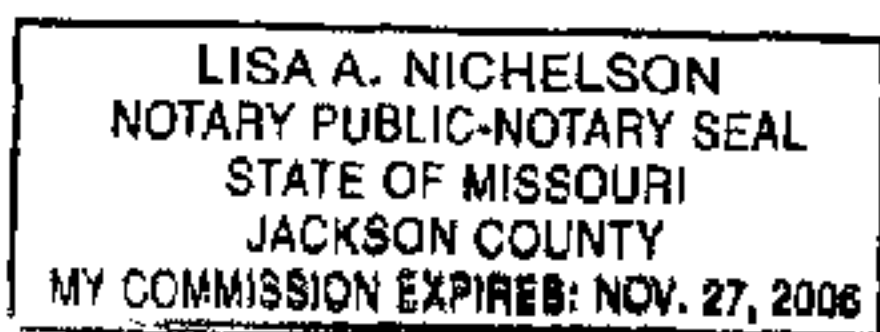
By: 
Larry Potts, President


Robert E. Schmidt, Secretary

State of Missouri)
)ss.
County of Jackson)

BE IT REMEMBERED, that, before me, the undersigned, a Notary Public in and for said County and State, appeared before me Larry Potts and Robert E. Schmidt, to me personally known, who, being duly sworn did say that they are the President and Secretary of L & B Development, Inc., a Missouri corporation, and that the statements contained in said instrument are true and correct, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and as its free and voluntary act for the uses and purposes therein set forth.

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




Notary Public