

2426/198

INSTRUMENT # M48014
FILED - DATE 2-22-95
TIME 3:16.3
CHARGE \$169⁰⁰

DECLARATION OF RESTRICTIONS
AND
HOMES ASSOCIATION DECLARATION
OF
SOMERBROOK

THIS DECLARATION, is made on this 16th day of January, 1995, by Star Development Corporation, a Missouri Corporation.

WITNESSETH:

WHEREAS, Star Development Corporation, hereinafter called "Developer" is the owner in fee simple of certain real property located in Kansas City, Clay County, Missouri, known by official plat designation as Somerbrook, pursuant to a plat recorded in Cabinet D, Sleeve 82, in the Recorder of Deeds Office of Clay County, Missouri,

Lots 1 through 59, inclusive, SOMERBROOK FIRST PLAT, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

WHEREAS, Star Development Corporation, is now developing the above described land and desires to create and maintain a residential neighborhood possessing features of more than ordinary value to said community, and

WHEREAS, it is the desire and intention of the developer to sell the property described above and to impose on it mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all of the lands in the tract and the future owners of those lands;

NOW THEREFORE, Star Development Corporation, hereby declares that all of the property described above is held and shall be conveyed, hypothecated or encumbered, leased, rendered, used, occupied and improved, subject to the following limitations, restrictions, conditions and covenants, all of which are declared or agreed to be in furtherance of a plan for the subdivision, improvement, sale of land, maintenance of the property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all of the parties having or acquiring any right, title or interest in the above described lands or any part thereof.

ARTICLE I
DEFINITION

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Association" shall mean and refer to Somerbrook Homes Association.

2. "Common Area" shall mean all real and/or personal property which the Association and/or the developer own for the non-exclusive common use and enjoyment of the owners of lots in Somerbrook.

3. "Developer" shall mean Star Development Corporation, its successors and assigns, if any.

4. "Lot" shall mean and refer to any lot shown on Somerbrook together with any lot added to this Declaration as provided by Article II.

5. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including the developer, and including any individual(s) or corporation acquiring title by foreclosure or other process of law.

6. "Member" shall mean every person or entity holding membership in the Association, and shall include all owners of lots.

7. "Somerbrook" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any supplemental Declaration or Declarations, under the provisions of Article II hereof, and shall include the real property described therein.

8. "Corner Lot" shall be deemed to be any lot as platted or any tract of land as conveyed, having more than one street contiguous to it.

9. "Outbuilding" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, DELETIONS THEREFROM

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Kansas City, Clay County, Missouri, and comprises all of the lots, tracts and easements shown and/or platted within or upon the property legally described as:

2. The Developer shall be entitled at any time, and from time to time, to plat and/or re-plat any or all of the property, and to file subdivision restrictions and/or amendments thereto, with respect to any undeveloped portion or portions of or additions to Somerbrook, provided, however, that the written consent thereto shall be required of any existing lienholders.

3. Additional Land.

Developer may, but shall have no obligation to, add at any time or from time to time, to the scheme of this Declaration, additional land, provided only that:

(a) Any portion of the additional land from time to time added shall be contiguous to the property then subject to this Declaration;

