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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;

(b) Any portion of such additional land shall be platted as single family residential lots and/or common areas;

(c) Any common areas included shall be transferred to the Association on or before the date the last lot is sold;

(d) Upon the addition of additional land, the owners of the property therein shall be and become subject to this Declaration and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association for their pro-rata share of Association expenses.

The addition at any time, or from time to time, of all or any portion of additional land to the scheme of this Declaration, shall be made and evidenced by the filing in the office of the Recorder of Deeds of Clay County, Missouri, a supplementary Declaration with respect to that portion of the additional land to be added. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or any owner and/or mortgagee of the land in Somerbrook, but the written consent thereto of the existing lienholders on those liens specifically executed by the Developer.

ARTICLE III

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in the above described lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots and with its successors and assigns to conform to and observe the herein stated covenants and restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending December 31, 2019, and unless amended or modified as provided herein, these covenants and restrictions shall be automatically renewed for successive periods of 25 years each.

ARTICLE IV

USE RESTRICTIONS

1. Residential Use. The property subject to these covenants and restrictions may be used for single family residential living units and for no other purpose, provided however, that the Developer reserves the right to maintain a residential real estate sales office upon any of the herein restricted lots owned by it for the purpose of promoting, advertising for sale, showing and selling lots, either improved or unimproved, within Somerbrook.

(a) No tents, trailers, vans, shacks, tanks, outbuildings, or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot or common area.

(b) No radio or television aerial or antennae or microwave dish may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon.

(c) No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted, except that no more than two dogs, two cats, two rabbits, or two birds, or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate of two, may be kept on any such lots.

(d) No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Association, provided, however, that permission is hereby granted for the erection and maintenance of not more than two (2) advertising boards on each tract as sold and conveyed, which advertising boards shall be not more than four square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected; and provided further that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by the developer, its grantees, assigns or licensees at such place or places as they may determine, which structures may or may not display the name of said subdivision.

(e) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the lots hereby restricted except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on said premises and permitted under the other provisions of these restrictions. No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, mobile home or vehicle of any other type or description may be stored on any of the lots or streets hereby restricted except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles, but not to include a pickup truck with camper, in running condition, and in reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted.

(f) No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.

(g) All exterior foundations and walls which are exposed in excess of twelve (12) inches above final grade level shall be painted the same color as the house or covered with siding compatible with the structure.

(h) No building, fence, structure, wall, shrub, or hedge, shall be erected, constructed, planted or maintained on any of the lots hereby restricted without approval as to material, design, shape, location, species, and height by the architectural control committee, and said architectural control committee shall have complete discretion with regard to such approval. Fences will be limited to 4 foot wood fences, unless the lot has an in ground swimming pool on it.

(i) No above ground swimming pool may be maintained on any of the lots hereby restricted.

(j) No tank for storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted without the consent of the architectural control committee.

(k) All doors on garages located on the lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.

(l) No exterior clothesline or poles may be erected or maintained on any of the lots hereby restricted.

(m) No exterior Christmas lights and/or decorations may be erected or maintained upon any of the lots hereby restricted except during a 75 day period beginning November 15th of each calendar year.

(n) Dogs shall be confined and no dog shall be allowed to run at large on the property hereby restricted. No dog or animal pens or runs are allowed on any lot hereby restricted.

(o) No rubbish, trash, garbage or other waste materials shall be kept or permitted on any lot or on any common area except in sanitary containers located in appropriate areas concealed from public view.

(p) Nothing shall be used, permitted, or maintained on any lot or on the common areas which may be or become a nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the architectural control committee, which shall render a decision, in writing, which decision shall be dispositive of such dispute or question.

(q) Nothing shall be altered in, constructed on, or removed from any of the common areas except with written consent of the Association.

(r) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any lot or any common area.

ARTICLE V

BUILDING RESTRICTIONS AND ARCHITECTURAL CONTROL

No improvement or structure of any kind, including, without limitation, any residence, building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same shall have been submitted to and approved in writing by the architectural control committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to the surrounding structures and topography and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to topography and finished ground elevation.

The architectural control committee shall initially consist of one member, namely: Timothy D. Harris. The

developer shall have the right to appoint all of the members of the architectural control committee as long as they have not sold on a "first sale" basis, all of the lots in Somerbrook, as initially platted and/or additions thereto. If said authority and right to appoint all of the members of the architectural control committee, as well as to otherwise enforce the provisions of these restrictions, is not sooner assigned or delegated by the Developer, all such rights and entitlements shall, in all events, be deemed immediately and automatically assigned and transferred to Somerbrook HOMEOWNERS ASSOCIATION, upon the occurrence of the following event: When developer has sold, on a "first sale" basis, all of the lots within said subdivision, as initially platted or with additions thereto accomplished by subsequent plattings.

Upon expiration of the developer's rights to appoint the members of the Architectural Control Committee as heretofore provided, or upon written notice of the developer to the Association of intent to turn over architectural control to the Association, members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association, shall be a member of the Association, and serve at the pleasure of the Board.

Any person requesting approval of the architectural control committee shall submit complete building plans, specifications, plot plans, grading plans, landscaping plans and location of the buildings with respect to topography and finished ground elevations. Approval of said plans and specifications may be withheld because of failure to comply with any of these restrictions, or because said plans fail to include such information as may be reasonably requested by the committee, or because of objection to the design and appearance of the proposed structure, or its failure to conform with existing structures upon their lots or because the location, grading plan, landscaping plan, color scheme, finish, design, proportions, style of architecture height, or appropriateness of the proposed structure is inharmonious with the general plan of improvement of said property or other structures located on the lots in the vicinity of the lot on which said building or structure is proposed to be placed or maintained. The architectural control committee shall approve or disapprove said plans within 30 days after their submission. Failure of the committee to disapprove plans after 30 days shall constitute automatic approval. Upon approval by the committee of plans for construction or alteration of any structure, a copy of such plan as so approved shall be deposited for permanent record with the committee, and a copy of such plans, bearing the written approval of the committee, shall be returned to the owner of the lot upon which the structure is or will be placed. The committee may promulgate rules governing the form and content of the plans to be submitted for its approval, and may issue statements of its policy with respect to approval or disapproval of details or other matters, which may be presented to it for approval. Such rules and policy statements may be amended or revoked by the committee at any time and no inclusion in, omission from or amendment of such rule or statement shall be deemed to bind the committee as to its approval or disapproval of any feature or matter subject to its approval or to waive the exercise of the committee's absolute discretion as to any such matter. Approval for use on any lot of any plans or specifications shall not be deemed a waiver of the committee's right in its discretion

to approve such plans, features or elements which are subsequently submitted for approval for use on any other lot or lots.

It any structure shall be altered, erected, placed or maintained upon a lot otherwise in accordance with the plans and specifications approved by the committee pursuant to the provisions contained herein, such alteration, erection and maintenance shall be deemed to have been undertaken in violation of these restrictions and without approval required herein. Any approved work of construction or alteration shall be erected and completed diligently in accordance with the plans so approved and completed within 12 months after the date of such approval. Failure to so complete such work shall cause such approval to be automatically withdrawn unless the committee extends such approval in writing for an additional period not to exceed 6 months. After such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on a lot for a period longer than 3 months.

Any residence of one story erected in Somerbrook shall contain a minimum of 1,200 square feet of enclosed floor area. Any residence of one and a half stories or two stories erected in Somerbrook shall contain a minimum of 1,400 square feet of enclosed floor area and shall contain a minimum of 800 square feet of such enclosed floor area on the first floor thereof. 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 the outside measurement of the residence, and shall not mean or include any areas in basements, garages, porches or attics; provided, however, that certain interior areas of the second floor need not be immediately finished for occupancy if residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence. The architectural control committee shall be the absolute and incontestable right to determine whether the enclosed floor area of any split level or bi-level residence and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder and such determination shall be final.

All exterior walls of all buildings, structures, and appurtenances thereof, shall be approved by the architectural control committee and such approval shall be final. Windows, doors and louvers shall be of wood or wood clad metal and glass. Roofs shall be composition roof the color of weathered wood. Any building products which may come into general use for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the architectural control committee. All wood and masonite exteriors, except roofs, shall be covered with a workmanlike finish of paint, stain and/or weather preservative, unless another finish is approved in writing by the architectural control committee. Color of finish may be rejected if the architectural committee finds it offensive. This shall also apply to repainting.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in the damaged condition longer than six (6) months. Any owner of a structure in

