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SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS
OF

SOMERSET ESTATES,
Lots 32 through 71

THIS SUPPLEMENTARY DECLARATION, made this 19th day of June, 1986, by MEYWOOD DEVELOPMENT COMPANY, INC., and HICKORY WOODS DEVELOPMENT CORPORATION, both Missouri corporations, hereinafter called the "Developers."

WITNESSETH:

WHEREAS, Developers are the owners of certain real property described as follows:

"Lots 32 through 71, inclusive, SOMERSET ESTATES, a subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof." 08-0729 41/1600

WHEREAS, said property, is a portion of a larger described tract which is subject to a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as Original Declaration) dated December 10, 1985, recorded December 11, 1985, as Document number I-662526, at Book I-1489, Page 1113, in the Independence office of the Director of Records of Jackson County, Missouri.

WHEREAS, to promote the purposes of the Original Declaration and to accomplish the purposes set forth therein;

NOW THEREFOR, the Developers declare that the real property, above described, shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth in this Supplementary Declaration, in addition to the Original Declaration above described.

ARTICLE I
USE RESTRICTIONS

Section 1. Lots 32-71 Use. None of Lots 32 through 71 may be improved, used, or occupied for other than private single family residential purposes (except for model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family.

Section 2. Height Limitation Lots 32-71. Any residence erected on any of Lots 32 through 71 shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said lots with the written consent of Meywood Development Company, Inc. or the Architectural Review Board, as applicable.

Section 3. Minimum Size Requirements Lots 32-71. The following shall apply to Lots 32 through 71. Any residence consisting of a single level above ground level shall contain a minimum of 1,750 square feet of enclosed floor area. No split level residence shall be erected having a living area of less than 2,000 square feet on the two (2) main levels; provided, however, such dwellings shall contain a minimum of 1,100 square feet of enclosed floor area on the first level above ground level. No residence with one and a fraction stories above ground level shall be erected having less than 1,400 square feet of enclosed floor

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area on the first level above ground level, but in no event shall contain less than 2,000 square feet of total enclosed floor area on both levels. No residence of two (2) full stories above ground level shall be erected having less than 1,200 square feet on the first level above ground level and an over-all minimum of 2,400 square feet of enclosed floor area combined on the two (2) levels above ground level.

The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches, breezeways or attics.

Section 4. Building Lines Lots 32-71. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines on Lots 32 through 71 than as indicated on the recorded plat map. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of Meywood Development Company, Inc. or the Architectural Review Board, as applicable.

Section 5. Garages Lots 32-71. Each residence on Lots 32 through 71 shall have an attached private garage for not less than two (2) nor more than three (3) cars. A garage shall be considered to be an attached garage so long as the elevation of the garage floor is the same as or no more than two feet below the elevation of the floor of the first level above ground level of the residence. The driveway on each lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 6. Roofing Material Lots 32-71. All roofing on Lots 32 through 71 shall be wood shingle or asphalt roofing limited to asphalt roofing with the appearance of weathered gray wood texture, the exact color and texture of which shall be approved in writing by Meywood Development Company, Inc. or the Architectural Review Board. Any other material due to pitch or roof must be submitted to Meywood Development company, Inc. or the Architectural Review Board for approval.

Section 7. Fences Lots 32-71. On Lots 32 through 71 no chain link fences shall be permitted on any lot or approved by Meywood Development Company, Inc. or the Architectural Review Board unless the same is accompanied by decorative wood framing and wooden corner and line posts. No such fencing shall extend nearer to the front street than the rear house line of a particular residence, except that decorative railing along walkways, with the approval of Meywood Development Company, Inc. or the Architectural Review Board, may be allowed.

Section 8. Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved by the Developers as shown on the recorded plat of said property. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 9. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by

the Developer for the sale of new construction by the Developers or other builders.

ARTICLE II
GENERAL PROVISIONS

Section 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 land to enforce any lien created by these covenants or the Original Declaration. Any such action may be initiated by the Developers, any owner, or the Homes Association created and referred to in the Original Declaration. Failure by the Developers or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which remain in full force and effect.

Section 3. Duration Amendments. The covenants and restrictions contained in this Supplementary Declaration shall run with and bind the land and shall be subject to Amendment and Duration consistent with and simultaneously with the provisions contained in Section 3 of Article X of the Original Declaration which is incorporated herein by reference thereto.

Section 4. Notices. Any notice 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 at the time of such mailing.

Section 5. 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 actual facts.

IN WITNESS WHEREOF, we have executed this instrument as of the 19th day of JUNE, 1986.

MEYWOOD DEVELOPMENT COMPANY, INC.

By David R. Meyer
President
David R. Meyer

ATTEST:
Roger P. Meyer
Secretary
Roger P. Meyer

HICKORY WOODS DEVELOPMENT CORP.

By David R. Meyer
President
David R. Meyer

ATTEST:
Roger P. Meyer
Secretary
Roger P. Meyer

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STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

On this 19th day of June, 1986, before me, personally appeared DAVID R. MEYER, to me personally known, who being by me duly sworn, did say that he is the President of MEYWOOD DEVELOPMENT COMPANY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed by authority of its Board of Directors on behalf of said corporation, and the said DAVID R. MEYER acknowledged said instrument to be the free act and deed of said corporation.

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

Leanne M. Calhoon
Notary Public

My Commission Expires:
LEANNE M. CALHOON
Notary Public - State of Missouri
Commissioned In Jackson County
~~My Commission Expires March 1, 1988~~

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

On this 19th day of June, 1986, before me, personally appeared DAVID R. MEYER, to me personally known, who being by me duly sworn, did say that he is the President of HICKORY WOODS DEVELOPMENT CORP., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed by authority of its Board of Directors on behalf of said corporation, and the said DAVID R. MEYER, acknowledged said instrument to be the free act and deed of said corporation.

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

Leanne M. Calhoon
Notary Public

My Commission Expires:
LEANNE M. CALHOON
Notary Public - State of Missouri
Commissioned In Jackson County
~~My Commission Expires March 1, 1988~~

STATE OF MISSOURI)ss
COUNTY OF JACKSON)
CERTIFY INSTRUMENT RECEIVED

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RECORDED
CATHERINE T. ROCHA
DIRECTOR OF RECORDS

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