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**GEORGIA ESSER
RECORDER OF DEEDS
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Title of Document: **DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS,
EASEMENTS AND RESTRICTIONS OF
SILVERCREST ACRES**

Date of Document: **July 6, 2020**

Grantor /Grantee: **Hemme Construction, LLC**

Grantor/Grantee Address: **2301 Chapel Plaza Court, Suite 1
Columbia Missouri 65203**

Legal Description: **Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,
17, 18, 19, 20, 21 and 22 of Silvercrest Acres, a
subdivision in a portion of Sections 9 & 16,
Township 48 North, Range 15 West, Cooper
County Missouri, each as shown by the survey
thereof recorded in Book 2020 at Page 1469**

Reference Book and Page: **Book 2020, Page 1469**

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS
AND RESTRICTIONS OF SILVERCREST ACRES**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described twenty-two (22) lots of real estate situated in Cooper County, Missouri, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Silvercrest Acres, a subdivision in a portion of Sections 9 & 16, Township 48 North, Range 15 West, Cooper County Missouri, each as shown by the survey thereof recorded in Book 2020 at Page 1469 (the "Corrected Subdivision Plat"),

to be known as "Silvercrest Acres."

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein upon all of the above described lots for its benefit and for the benefit of all future owners of said lots; and

WHEREAS, the undersigned desires that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said lots shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned does hereby impose the covenants and restrictions herein set out on all of the above described lots, which covenants and restrictions (sometimes referred to herein as these "Covenants") are covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions are binding upon the undersigned and its successors in title to the above described lots and to its successor and assigns forever, to-wit:

Each owner of a lot, by acceptance of the deed for such lot, agrees to perform, upon such lot owner's lot and with respect to the dwelling or outbuilding and improvements located thereon, all maintenance, repairs, replacements and upkeep which are required of such lot owner by these Covenants, and to observe all use restrictions provided for by these Covenants and to observe and conform with all easements, covenants and restrictions provided for by these Covenants.

USE RESTRICTIONS

1. Single Family Residences. That each lot may be used only for single family residential dwelling purposes, and not more than one single family residential dwelling may be constructed on each lot.

2. Dwelling Size. That no dwelling may be permitted on any lot unless such dwelling is constructed to include:

a. a total ground floor area above the surface of the ground, exclusive of open porches, patios and garages, containing not less than 1,300 square feet of finished living area for a

one-story dwelling or 1,600 square feet of finished living area for a dwelling of more than one-story;

b. an attached garage for two (2) or more automobiles;

c. exterior surface coverings of not less than forty percent (40%) of the exterior of the dwelling in brick, stone, stucco, 100% fiber cement siding (the balance of such coverings may be in vinyl or other material approved by the Architectural Control Committee).

Provided any such dwelling meets the foregoing restrictions, a dwelling commonly known as a “shouse” is permitted on a lot as and for a dwelling. The term “finished living area” is deemed to be exclusive of and shall not include basement area, open porches, patios and garages.

3. Architectural Control Committee Approvals. Each and every outbuilding, detached building or outside storage shed (permanent or portable) placed or constructed on any lot may not be constructed or placed on a lot until the plans, specifications and location of the same have been approved in writing by the Architectural Control Committee, which approval will take into account the front, rear and side yard building lines shown on the Corrected Subdivision Plat.

4. No Mobile Homes. That no mobile home or house trailer may be located on any lot regardless of whether or not the same is located on a permanent foundation.

5. No Inoperable Vehicles or Equipment. That no partially dismantled, nonoperating, wrecked, junked or discarded vehicle or equipment of any kind may be located on any lot visible from a public roadway or Silvercrest Court (as that term is defined in paragraph 19 of these Covenants).

6. Vehicles Stored Out of Sight. No boats, farm equipment, commercial vehicles, trailers, or trucks (except pickup trucks which are less than four (4) tons) shall be stored outdoors on a lot visible from a public roadway or Silvercrest Court except once in any seven (7) calendar day period for a period of time not greater than forty-eight (48) consecutive hours. To be clear, if any of the foregoing restricted is seen from a roadway, such boat, farm equipment, commercial vehicle, trailer, or restricted truck must be removed from such sight-line within forty-eight (48) hours of when it became visible and may not be visible on such lot again for at least five (5) calendar days from the date it was so removed.

7. No Commercial Animal Facilities. That no commercial dog kennel is permitted on any lot, no commercial feed lot is permitted on any lot and no commercial confined feeding of poultry is permitted on any lot.

8. Limitation of Livestock and Animals. No livestock (including, without limitation, swine), reptile, or other animal may be raised, kept or bred on any lot, except:

a. that appropriate dogs, cats and other household pets may be kept provided the same are not kept, bred or maintained for any commercial purpose;

b. that a total of four (4) animals from the following list (subject to any associated limits) may be kept on any lot:

- i. two (2) equine for each full five (5) acres of land within such lot;
- ii. two (2) bovine for each full five (5) acres of land within such lot;
- iii. sheep; and
- iv. goats; and

c. that chickens, ducks and other poultry may be kept on a lot provided the same are not kept, bred or maintained for any commercial purpose and except not more than ten (10) in the aggregate of said domesticated fowl may be kept on a lot and except no roosters may be kept on any lot. Domesticated fowl kept on a lot may not be “free-range” and must be kept within a proper enclosure approved by the Architectural Control Committee.

Any animal permitted under parts a, b or c of this section 8 kept on a lot must be kept under sanitary conditions and shall not constitute a nuisance to the owner or occupant of any other lot. For the purposes of these Covenants, an appropriate dog is a dog which is not vicious and which does not bark causing a nuisance to the owner or occupants of any other lot.

9. No Dumping. That no lot may be used or maintained as a dumping ground, and no rubbish, trash or garbage may be kept on the premises of any lot except in sanitary containers emptied as required in paragraph 18.a of these Covenants.

10. No Waste Burning. That no household trash, household waste or household garbage may be burned on a lot but such does not preclude the burning of natural vegetation and yard waste.

11. Sewage Disposal Regulation. That no sewage disposal system of any kind may be located on any lot unless the same complies with all rules, regulations, ordinances and laws applicable to the same (including, without limitation, a septic tank of sufficient capacity approved by the Architectural Control Committee).

12. Loud Vehicles. That no two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicle (motorcycle, moped, powered scooter, powered tricycle, or motor bike) may be operated on any lot or the roadways leading to a lot for recreational purposes in a manner which disturbs the peace of the occupant of any other lot. All such vehicles must have a suitable muffler so as to provide for quiet operation.

13. No Illegal, Noxious or Offensive Activity. That no illegal, noxious, or offensive activity may be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

14. Limitation on Signs. No sign of any kind may be displayed to the public view upon any lot except signs used to advertise the property for sale or rent and said sign shall not exceed two (2) feet by four (4) feet in size.

15. No Subdivision. No lot may be further subdivided.

ARCHITECTURAL CONTROL

16. Architectural Approval Required. No dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish exceeding thirty-five inches (35”) in diameter, playground equipment, gazebo or other structure or improvement (including, without limitation, pools), whether (permanent or temporary), may be erected, constructed, placed or altered on any lot unless the plans and specifications therefor, including, without limitation, the materials to be used in such construction, have been approved by the Architectural Control Committee. The person desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee showing placement on the lot, elevations, designs, floor plan dimensions, color of roof, color of exterior walls, construction materials and other necessary data to enable the committee to determine if said dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish, gazebo or other structure or improvement is compatible with these restrictions and the other improvements located on the other lots in the vicinity of said lot. The Architectural Control Committee has the authority to grant deviations or waivers of any restrictions listed in Sections 1 through 15 hereof, both inclusive, of these Covenants if, in the discretion of the Architectural Control Committee, such deviation or waiver is consistent with the Silvercrest Acres at the time of such grant. The approval or disapproval of said plans and specifications by the Architectural Control Committee will be in writing. In the event the committee or its designated representative shall fail to approve or disapprove said plans and specifications in writing within thirty (30) days after receipt of the same and in the event no suit to enjoin the construction of any said improvement has been commenced prior to the completion of the same, no approval of said plans and specifications is required. The Architectural Control Committee will interpret these Covenants as needed for the application and enforcement of these Covenants. Any decision of the Architectural Control Committee made in good faith will be binding upon and enforceable against all persons. No member of the Architectural Control Committee is liable to any person for reasonable decisions made in good faith. As used in these Covenants, a “person” is to be liberally construed to mean individuals and all forms of organizations and other associations, whether legal, equitable or otherwise recognized by a court of competent jurisdiction.

17. Initial Architectural Control Committee. The initial Architectural Control Committee is composed solely of Jeffrey C. Hemme. The Architectural Control Committee may designate in writing a representative to act for it.

Developer shall have the right to remove any member of the committee, to designate the new member or members of the committee, to change the number of members of the committee and to assign all of its rights under these Covenants to any other person by a written assignment specifically referring to the provisions of this paragraph. In the event of the death, resignation or removal of any member of the committee, Developer shall designate the successor member or members of the committee.

After Jeffrey C. Hemme (in any manner described above) or Developer no longer owns any of the lots subject to these Covenants, the Architectural Control Committee will be elected by the owners of all of the lots subject to these Covenants, with the owners of each lot having one (1) vote for each lot owned and the owners of a lot shall have the right to vote by proxy. The new committee will be composed of three (3) members, with one member elected for a term of one (1)

year, one member elected for a term of two (2) years, and one member elected for a term of three (3) years with separate election to be held for each of the three members, and then each year thereafter as the term of a member expires one member will be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the successor committee must be an owner of a lot subject to these Covenants. In the event of death, resignation or disqualification of any member or the successor committee elected thereafter, the owners of the lots subject to these Covenants shall elect a successor committee member voting as above mentioned. Any owner of a lot may call a meeting of the owners of the lots subject to these Covenants for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of death, resignation or disqualification of any member of the committee.

No member of the Architectural Control Committee shall receive any compensation for services performed.

COVENANTS

18. Owner Obligations. Each owner of a lot by acceptance of a Deed, Contract for Deed or other form of conveyance therefore, whether or not it is so expressed in any such deed, contract or other conveyance, is deemed to covenant and agree to perform the terms of these Covenants, including, without limitation, as follows:

a. to cause, at such owners sole cost and expense and by a vendor selected by the lot’s owner, “curb-side” trash and refuse collection to occur weekly on a day of the week determined by the Architectural Control Committee.

b. to landscape said owner’s lot in a manner so as to comply with the following requirements, to-wit:

i. All lots must have vegetation or grass planted and growing on all portions thereof which are not devoted to improvements, i.e. no owner shall permit any “bare areas” subject to erosion to exist on any lot. A lot may have planted thereupon natural prairie grass (“indigenous grasses”) so long as the appearance of same is approved by the Architectural Control Committee and so long as well maintained by the owner.

ii. All portions of a lot which are visible from the roadways described herein and which are not planted in indigenous grasses, as described above, or devoted to trees and shrubs, must be sodded or be planted using the “seed and straw” method thereon, which sod or planted grass will be kept in a neatly mowed and well-maintained condition.

iii. The cutting of grass and weeds, removal of rubbish and maintenance of the paved driveway within the roadway easement on each owner’s lot is the responsibility of the owner of the lot. The Association (defined in paragraph 26 below) has no duty or obligation to provide the foregoing services.

ROADWAY AREA EASEMENTS

19. Grant of Roadway Easement. The undersigned does hereby grant and create common, nonexclusive fifty foot (50') wide roadway easement over and across the following described strip of land (such area referred to herein as the "Roadway Easement"), to-wit:

"50' Roadway Easement (Silvercrest Court)" centered on lot lines 1 through 14 and 17 through 22 and the attached cul-de-sac at Lots 14 through 17, all as shown on the survey of Silvercrest Acres recorded in the deed records of Cooper County, Missouri at Book 2020 Page 1469 and immediately prior to the recording of these Covenants,

for the use and benefit of the present and future owners of the lots for ingress to and egress from said lots, all for the use and benefit of the present and future owners of said lots subject to the right of the Association to control, operate, repair and maintain said roadway areas and reserving unto the undersigned the exclusive right to dedicate said roadway areas to public use as public roadways without the consent of any other person but in the event said roadway areas have not been dedicated and accepted for public use as a public roadway by the County of Cooper or any other governmental authority with proper jurisdiction prior to the incorporation of the Association, thereafter the undersigned and the Association, or either of them, shall have the right to dedicate the roadway easement areas to public use as a public roadway without the consent of any other person. This easement for roadway purposes shall automatically terminate and become null and void if and when all of the roadway easement areas described above are dedicated to and accepted by the County of Cooper or any other governmental authority with proper jurisdiction as a public roadway.

20. Grant of Drainage Easement. The undersigned does hereby grant and create a common, nonexclusive, perpetual drainage easement over and across the Roadway, Landscape and Utility Easements for the use and benefit of the present and future owners of the lots subject to these Covenants and for the use and benefit of the Association, who shall have the right to use the easement area for drainage purposes and to repair and maintain the same.

21. Grant of Utility Easement. The undersigned does hereby grant and create common, nonexclusive twenty foot (20') wide utility easement over and across the following described strip of land (the "Utility Easement"), to-wit:

"20' Utility Easement" abutting the Roadway Easement and State Highway 179 on lot lines 1 through 14 and 17 through 22 and the attached cul-de-sac at Lots 14 through 17, all as shown on the survey of Silvercrest Acres recorded in the deed records of Cooper County, Missouri at Book 2020 Page 1469 and immediately prior to the recording of these Covenants,

for the use and benefit of the present and future owners of the lots for construction, installation, maintenance, repair and replacement of utility services from time to time, all for the use and benefit of the present and future owners of said lots subject to the right of the Association. The foregoing notwithstanding, no utility service may be constructed or installed, or repaired or maintained,

except as and where approved, if at all, by the Architectural Control Committee. The Association shall repair and maintain common utilities not repaired or maintained by the service providers.

22. Grant of Road Slope Easement. The undersigned does hereby grant and create a common, nonexclusive, perpetual road slope easement over and across the Roadway and Utility Easements for the use and benefit of the present and future owners of the lots subject to these Covenants, who shall have the right to grade and slope the easement area in connection with maintaining the aforesaid roadway areas so long as such does not unreasonably interfere with any then existing utility lines located in the easement area when said work is performed.

23. Grant of Sign, Mail and Landscape Easements. The undersigned does hereby grant and create a common, nonexclusive, perpetual sign, mail and parcel receptacle and landscape easement over and across the Roadway Easement and the 60' Landscape Easement (as shown abutting Highway 179 on the Corrected Subdivision Plat, such 60' wide strip referred to herein as the "Landscape Easement") for the use and benefit of the present and future owners of the lots subject to these Covenants and for the use and benefit of the Association, who shall have the right to use such easement area for construction, maintenance in a good and clean condition, repair in good and working order and replacement of signs, hardscaping, landscaping and receiving and sending mail and parcels (and granting appropriate access to the same for use by its members and service providers) purposes.

24. Silvercrest Court. The undersigned does hereby covenant and agree to construct, at the undersigned's sole cost and expense, a roadway (sometimes referred to herein as the "Silvercrest Court") within the Roadway Easement. Silvercrest Court will initially be constructed of gravel or other appropriate surface determined by the undersigned. Not later than June 30, 2022, the undersigned, at the undersigned's sole cost and expense, will pave Silvercrest Court with a dust-free, all-weather surface. Once the undersigned has notified the Association that Silvercrest Court has been installed, but in no event later than June 30, 2022, maintenance, repair and replacement of Silvercrest Court will be by, and at the sole cost and expense of, the Association (provided that the owner of any lot, directly or indirectly, damaging Silvercrest Court will indemnify the Association for any costs and expenses associated with remediating such damage and collecting such amounts from such owner(s)). Upon notice to the Association that the undersigned has completed installation of Silvercrest Court, the undersigned will have no obligation to the Association or any other person for any claimed default of its obligations under this paragraph unless suit to enforce such obligation is instituted against the undersigned within ninety (90) days of the date a memorandum of such notice is recorded in the deed records of Cooper County, Missouri.

25. Owner Driveways. Each owner of a lot is responsible for constructing and maintaining a driveway providing access to such owner's lot. All driveways accessing Silvercrest Court from a lot (whether intended to be temporary or permanent) must be constructed of a dust-free, all weather surface at all points such driveway abuts Silvercrest Court and for not less than twelve (12) linear feet extending into the lot. Any such driveway may be constructed at a location and in a manner only as approved by the Architectural Control Committee, provided that the Architectural Control Committee may not require any such driveway to be a dust-free, all weather surface of greater than twelve (12) feet in length commencing at Silvercrest Court. No person may

access a lot from Silvercrest Court once improved with a dust-free, all weather surface except upon a driveway that complies with the provisions of this paragraph.

THE ASSOCIATION

26. Formation. Silvercrest Acres Homes Association (the “Association”) shall be formed for the purposes of owning, and providing maintenance of Silvercrest Court, signs, mail and package receptacles, landscaping and other improvements constructed by Developer or the Association (or transferred to, and accepted by, the Association) in the easements described in these Covenants, and for the further purposes described in the Articles of acting as an association of the owners of a lot of Silvercrest Acres, and for the further purposes of enforcing any of the provisions of these Covenants which are to be enforced by the Association. The Developer shall cause the Association to be formed, by causing same to be incorporated under the laws of the State of Missouri.

27. Articles of Incorporation and Bylaws. The Developer shall cause the Association to be formed not later than December 31, 2020, by causing same to be incorporated in accordance with the general not-for-profit corporation law of the State of Missouri and substantially in the form of the Articles of Incorporation attached hereto as Exhibit “A”. The Association shall organize, adopt, and execute “Bylaws” which are to serve as the operating documents for the administration of the Association. The Bylaws shall be and substantially in the form of the Bylaws attached hereto as Exhibit “B,” which may be amended from time to time as provided in the Articles and Bylaws and applicable law.

28. Administration. Silvercrest Acres shall be administered by the Association, which, in turn, shall be managed by a board of directors (sometimes referred to herein as the “Board” or the “Board of Directors”) elected and constituted as hereinafter provided in these Covenants. The Board shall have general responsibility to administer Silvercrest Acres, approve the annual budget of the Association, provide for the collection of monthly or other assessments from Members, and arrange and direct or contract for the management of Silvercrest Acres, and otherwise administer with respect to any matter generally pertaining to enhancing, maintaining, benefitting and promoting Silvercrest Acres.

29. Board of Directors. The first Board shall consist of three (3) Directors elected in the following manner: The members of the first Board shall be named by the Developer and shall serve until their successors are duly elected and qualified. Thereafter, so long as Jeffrey C. Hemme is serving on the Architectural Control Committee (or the Developer has the right to appoint the member(s) of such committee), the Directors shall be natural persons elected by the Developer. These Directors are not required to be owners of a lot. Except for Directors appointed by the Developer, Directors shall be natural persons holding interests in lots, other than the Developer, elected by a majority of the members of the association existing at the time of the election.

30. General Powers and Duties of the Association. The Association, for the benefit of all owners of a lot and their lessees, shall provide for, and shall acquire and shall pay out of the Maintenance Fund hereinafter provided for, the following:

a. All maintenance, repairs, replacements, servicing and upkeep for Silvercrest Court (including, without limitation, reasonable snow removal), sign or other improvements constructed by Developer or the Association in any easements which are established for the benefit of Silvercrest Acres and/or the Association; all maintenance, repairs, replacements, servicing, and upkeep when deemed necessary to the following, including, but not limited to: any trail, bikeway, pedestrian pathway, entryway monument, entryway structure, sign, lighting, electrical systems, irrigation systems, berms, stormwater detention areas, decoration and any other structures or improvements placed in any easement area for the benefit of Silvercrest Acres and/or the Association;

b. A policy or policies insuring the Association and its members, and its Board against any liability to any persons, including owners of a lot or their invitees or tenants, instant to the ownership and/or use of the Common Area or Common Element in such limits as the Board shall, in its sole and absolute discretion, from time to time, determine appropriate. The annual limits of coverage shall be reviewed at periodic intervals by the Association's Board. Such insurance shall be payable to the Association in trust for the benefits of the Association and the owners of a lot. The Association shall also obtain Worker's Compensation Insurance to the extent necessary to comply with any applicable laws and statutes of the State of Missouri;

c. Upon ten (10) days' notice to the manager or the Association's Board, and upon the payments of a reasonable fee set by the Association's Board, the furnishing to any lot owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing for such owner;

d. When the Association's Board, in its sole and absolute discretion, deems it advisable to do so, the retaining of the services of such accountants, attorneys, managers, employees and other persons as the Board shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties;

e. The cutting of grass and weeds within all landscaping easement areas and any other easement areas established for the benefit of the Association;

f. Establishing reasonable rules and regulations governing the use of Silvercrest Court, sign and landscaping easements (including, without limitation, establishing a speed limit on Silvercrest Court) so as to protect the privacy of all owners of a lot, in the use and enjoyment of their lots;

g. Providing for the payment of taxes and assessments, general and special, levied against or by reason of the Roadway Easement or other easements established by these Covenants or the Corrected Subdivision Plat which is separate and apart from amounts assessed against the servient lot owner;

h. Obtaining, providing and paying for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or other items which the Association is required to secure or pay for pursuant to the terms of these Covenants, or the Association's Bylaws, or by law, or which in the Association's opinion shall be necessary or proper

