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Book: 2009  
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13 pages

REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Linda L. Montgomery*  
RECORDER OF DEEDS

reclac

***Title of Document: DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF SILVER BROOKS, PHASE TWO***

***Date of Document: DECEMBER 22, 2009***

***Grantor(s): SILVER BROOK, LLC. C/O REX MAPLES***

***Grantee(s): SILVER BROOK, LLC CLO REX MAPLES***

***Mailing Address(s): 2940 US HWY 60 EAST, REPUBLIC, MO 65738***

***Legal Description: LOCATED ON PAGE 2***

***Reference Book and Page(s):***

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
SILVER BROOK PHASE TWO SUBDIVISION**

THIS DECLARATION, made as of the 22<sup>nd</sup> day of December, 2009,  
by **Silver Brook, LLC**, a Missouri Limited Liability Company ("Developer");

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of  
Greene County, Missouri, a plat of the subdivision known as "Silver Brook Phase Two;"  
and

WHEREAS, such plat creates the subdivision of Silver Brook Phase Two,  
composed of the following described tract of land, to-wit:

A tract of land located in Sections 29 and 30, Township 29 North, Range 22  
West, all being in Greene County, Missouri and being more particularly  
described as follows:

COMMENCING at an existing iron pin at the southeast corner of the  
northeast quarter of said Section 30; THENCE along the Section line of said  
Section's 29 and 30, North 02 degrees 10 minutes 13 seconds East a  
distance of 20.00 feet to an iron pin set for corner; THENCE North 88  
degrees 22 minutes 41 seconds West a distance of 624.34 feet  
to an iron pin set for corner; THENCE North 00 degrees 26 minutes 35  
seconds East a distance of 28.56 feet to an iron pin set for corner;  
THENCE North 00 degrees 54 minutes 17 seconds East a distance of 198.74  
feet to an iron pin set for corner; THENCE North 01 degrees 26 minutes 48  
seconds East a distance of 208.44 feet to an iron pin set for corner; THENCE  
North 01 degrees 24 minutes 58 seconds East a distance of 249.63 feet  
to an iron pin set which is the POINT OF BEGINNING;

THENCE continuing North 01 degrees 24 minutes 58 seconds East a  
distance of 625.33 feet to an iron pin set for corner; THENCE South 88  
degrees 15 minutes 27 seconds East a distance of 643.73 feet

to an iron pin set for corner; THENCE South 88 degrees 09 minutes 17 seconds East a distance of 378.66 feet to an iron pin set for corner; THENCE South 02 degrees 36 minutes 09 seconds West a distance of 576.02 feet to an iron pin set for corner; THENCE North 87 degrees 32 minutes 08 seconds West a distance of 196.00 feet to an iron pin set for corner; THENCE North 02 degrees 31 minutes 59 seconds East a distance of 1.85 feet to an iron pin set for corner; THENCE North 87 degrees 32 minutes 08 seconds West a distance of 259.99 feet to an iron pin set for corner; THENCE South 02 degrees 31 minutes 59 seconds West a distance of 38.18 feet to an iron pin set for corner; THENCE North 87 degrees 32 minutes 08 seconds West a distance of 393.22 feet to an iron pin set for corner; THENCE South 02 degrees 27 minutes 52 seconds West a distance of 25.07 feet to an iron pin set for corner; THENCE North 87 degrees 32 minutes 08 seconds West a distance of 160.24 feet to the POINT OF

BEGINNING, and containing 603,234.93 square feet or 13.848 acre(s) of land., and more particularly described as All of Lots 1 thru 43, inclusive, Silver Brook Phase Two, a subdivision in Greene County, Missouri.

and

WHEREAS, Developer, as the present owner and developer of the above-described property, desires to place certain restrictions on the property in Silver Brook Phase Two Subdivision to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the property shall be, and it is hereby, restricted as to the use and otherwise in the manner hereinafter set forth.

**1. Definitions.** For purposes of this Declaration, the following definitions shall apply:

(a) "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Property Owners Association.

(b) "Architectural Committee," shall mean (i) prior to the recording of the Certificate of Substantial completion, the Developer (or its designees from time to time) and (ii) on and after the recording of the Certificate of Substantial Completion, a committee comprised of three (3) members of the Property Owners Association who shall be appointed by the Board.

(c) "Board" shall mean the Board of Directors of the Property Owners Association.

(d) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the Dwelling Units to be constructed thereon are substantially completed.

(e) "Common Areas" shall mean:

(i) street rights-of-way;

(ii) streets and street islands;

(iii) gateways, entrances, monuments, berms, and other ornamental areas and related utilities, streetlights, sprinkler systems and landscaping, if any, constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto;

(iv) all real property, including improvements and fences thereon and easements pertinent thereto, owned by the association or designated or shown as common area, community area, detention basins or storm drainage facilities located in drainage easements or common areas, constructed channels or drainage ways, storm water detention areas, water quality and detention basins, storm sewers and inlets shown on the final plat of the project consisting of the real property described on the attached Exhibit "A" as recorded, and intended for the common use and enjoyment of the owners and all appurtenances necessary for the proper conveyance, storage or water quality management of storm water runoff including, but not limited to, detention basins, the drainage easements depicted on the final plat and any off-site easements granted by the Association;

(v) the landscaped portion of any street, medians, traffic islands, cul-de-sac islands, or landscaped areas within any public street within the property, any private streets, entry roads, curb and gutter, sidewalks and other improvements as shown on the final plat;

(vi) all other areas and places, together with all improvements thereon and thereto, which are intended for the use, benefit or enjoyment of all of the owners within the Subdivision, whether or not any "common area" is located on any lot, all as shown on all or part of the recorded subdivision plat; and

(vii) such other real property as may be transferred to the Association by the Developer."

(f) "Developer" shall mean and refer to Silver Brook Development, LLC, a Missouri limited liability company, and its successors and assigns.

(g) "Dwelling Unit" shall mean any structure or portion of a structure designed and permitted for human occupancy.

(h) "District" shall mean all of the above-described property in Silver Brook, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(i) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a Lot other than the Dwelling Unit structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, patio wall, privacy screen, boundary or retaining wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(j) "Property Owners Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the property owners association for the District.

(k) "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.

(l) "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(m) "Street" or "street" shall mean any public street, road, terrace, circle, boulevard or cul-de-sac shown on any recorded plat of all or part of the District.

**2. Use of Land.** None of the Lots may be improved, used or occupied for other than residential uses. Nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from using temporary buildings or structures or any Dwelling Unit for model, office, sales or storage purposes prior to the recording of the Certificate of Substantial Completion.

**3. Building Material Requirements.** Street facing exterior walls of all Dwelling Units and all appurtenances thereto shall be constructed of no less than 20% brick or stone material.

**4. Design Requirements.** No Dwelling Unit shall be constructed upon any Lot in the District unless it has a total interior finished floor area of not less than 1,200 square feet, including any finished attics, basements and similar habitable areas, but excluding garages. The Architectural Committee, in its discretion, may allow variances under the foregoing minimum square footage requirement. All Dwelling Units shall have an attached two-car garage for the exclusive use of that Dwelling Unit. All Dwelling Units shall have a 6/12 pitch roof.

**5. Approval of Plans and Post-Construction Changes.**

(a) Notwithstanding compliance with the provisions of Sections 2, 3 and 4 above, no Dwelling Unit or Exterior Structure may be erected upon any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee. No change or alteration in or deviation from the approved building plans, specifications, materials, location, elevations, grading plans, landscaping plans or exterior color scheme shall be made until such change, alteration or deviation has been submitted to and approved in writing by the Architectural Committee. Required approvals of the Architectural Committee shall not be unreasonably withheld and shall be done in a timely manner.

(b) Following the completion of construction of any Dwelling Unit or Exterior Structure, no exterior colors or general landscaping or grading shall be changed and no exterior additions or alterations shall be made unless and until the changes have been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted to and approved in writing by the Architectural Committee.

**6. Set Backs.** No Dwelling Unit (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections) or Exterior Structure shall be located closer to any street than the building setback lines, if any, shown on the plat; provided, however, that the Architectural Committee, in its discretion, may waive or alter any such building setback lines to the extent they are greater than the minimum setbacks, if any, required by Greene County, Missouri.

**7. Completion of Construction.** Unless the following time periods are expressly extended by the Developer in writing, construction of the Dwelling Unit on a Lot shall be completed within twelve (12) months after such commencement.

**8. Exterior Structures.**

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Architectural Committee as to the plans, specifications, materials, location, elevations, landscaping plans and color scheme, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration.

(b)(i) All fences, walls and privacy screens (other than any installed by the Developer) shall be consistent with standard designs, heights and materials to be selected by the Architectural Committee. All fences, walls and privacy screens shall be constructed with the finished side out. Except as provided in paragraph (v) below, no metal (other than wrought iron or other ornamental), chain link or similar fence, wall or privacy screen shall be permitted. Except as specifically authorized by the Architectural Committee, no fence, wall or privacy screen shall extend toward the front of the Dwelling Unit beyond the rear corners of the outermost side walls of the Dwelling Unit.

(ii) All basketball goals located in the front yard shall be portable. All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Committee. All backboards shall be clear or painted white and all poles shall be a neutral color. The Approving Party shall have the right to make, alter and revoke reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) Except as specifically authorized by the Architectural Committee, all recreational or play structures (other than basketball goals) shall be located behind the line consisting of the back-most wall of the Dwelling Unit extended to the side Lot lines (the "rear line").

(iv) All pools and hot tubs shall be wholly screened from the ground view of the public and all other Lots. All pools and hot tubs shall be kept clean and maintained in operable condition.

(v) All outside doghouses and other animal shelters or runs shall be located behind the rear line of the Dwelling Unit, and unless otherwise approved by the Architectural Committee shall be painted the same color as the Dwelling Unit and shall have roofs that are compatible with the Dwelling Unit. Animal shelters or runs may be constructed of metal, chain link or similar fencing so long as a wooden fence, hedge or other screening of equal or greater height is located against the other fencing and fully shields the same from the ground view of the public and other Lots.

(vi) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

**9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.**

(a) Except as otherwise provided in Section 2 above and in this Section 9(a), no Lot shall ever be used, and no Dwelling Unit or Exterior Structure or other improvement shall ever be placed, erected or used, for business, professional, trade or commercial purposes on any Lot. Home offices for the use of occupants of the Dwelling Unit on a Lot shall be permitted, provided that such use is not discernable from outside the Dwelling Unit and that the public, customers, clients, patients or other business invitees or guests are not

received there for business or commercial purposes other than on an incidental basis in connection with social functions.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All Dwelling Units and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No truck (except one ton or smaller noncommercial pickup trucks) or commercial vehicle shall be parked, left or stored on any Lot or street for more than an eight-hour period. No vehicle in inoperable condition or any trailer, mobile home, bus, van, camper, recreational vehicle, boat, boat trailer or other mobile apparatus of any nature or kind whatsoever (other than personal automobiles and standard  $\frac{3}{4}$  ton or smaller noncommercial pickup trucks) shall be parked, left or stored on any Lot or street for more than a 24-hour period except in an enclosed garage. Motorized vehicles shall not be operated on any Common Area, other than in the street.

(d) No television, radio, citizens' band, short wave or other antenna, or any satellite dish greater than 36" in diameter, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any Dwelling Unit or erected on any Lot without the approval of the architectural committee. No lights or other illumination shall be higher than the eaves of the Dwelling Unit.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No mailbox or standard therefor shall be erected or installed without the prior approval of style, material, construction and location being granted by the Architectural Committee.

(g) No speaker, horn, whistle, siren, bell or other sound device, except intercoms not audible beyond the Lot lines and devices used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling Unit or in any yard.

(h) In the event of vandalism, fire, windstorm or other damage, no Dwelling Unit or Exterior Structure shall be permitted to remain in damaged condition for longer than six (6) months.

(i) No fuel storage tanks of any kind, above or below ground, shall be permitted.

(j) No Lot or combination of Lots shall be re-subdivided or replatted. No Lot shall be sold or conveyed except as a whole as described on the recorded plat of the District, except as may be otherwise approved in writing by the Approving Party.



**10. Animals.** No livestock, poultry or other animals of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. Subject to any more restrictive law or ordinance, in no event shall more than two dogs or cats, or combination thereof, be raised, kept or maintained at any Dwelling Unit.

**11. Landscaping and Lawns.** Prior to occupancy, and in all events within twelve (12) months following commencement of construction of the Dwelling Unit, the Owner thereof shall sod all lawn areas and otherwise landscape the Lot to the same standards as those generally prevailing throughout the District and in accordance with plans approved by the Architectural Committee. The Owner of each Lot shall keep the lawn neat, clean and uniformly mowed and clipped to a reasonable and attractive height and shall properly maintain and replace all trees and landscaping.

**12. Easements for Public Utilities; Drainage; Maintenance.** The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements, rights-of-way and Common Areas shown on the recorded plat of the District. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners in the District and the Property Owners Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns and the Property Owners Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Property Owners Association and maintaining any Common Area.

**13. Common Areas.**

(a) The Developer and its successors, assigns, and grantees, the Owners of Lots in the District and the Property Owners Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use or uses thereof. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto.

(b) The Developer covenants and agrees to convey all of its right, title and interest in the Common Areas (except any part thereof that is within any Lot or outside of the District) to the Property Owners Association, without any cost to the Property Owners

Association, not later than one month after the Developer has recorded the Certificate of Substantial Completion. The Property Owners Association shall at all times be responsible for the proper maintenance of all Common Areas, except any part thereof that is within any Lot and has not been landscaped or otherwise improved by the Developer or the Property Owners Association.

(c) The right and easement of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

(e) Notwithstanding the approving party's right from time to time to make, alter and revoke additional rules, regulations and restrictions pertaining to the use of any common areas, any amendment of this Declaration that would change any obligation of the developer or the Association to maintain any common area, detention basin, drainage area, or any landscaping within the right-of-way of any public street dedicated on the final plat of the Subdivision shall require the written approval of Greene County, Missouri before it shall become effective. No amendment shall be effective until it is recorded in the Deed records of Greene County, Missouri."

(f) "The Developer/Homeowners Association shall maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover, or other vegetation within any common area, subdivision entrance, median, or other landscaped area within any right-of-way of any public street located within the Subdivision to the extent the Developer/Association deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the Greene County Highway Department deems necessary to maintain public safety. The Developer/Association shall be the sole authority as to the appropriate maintenance of all grounds within any common area, except any landscaped or planted areas within the right-of-way of any public street or detention basin. Landscaping in road right-of-way within the Subdivision shall be maintained to the satisfaction of the Greene County Highway Department and detention basins to the satisfaction of the Greene County Resource Management Department. In the event any common area falls into the state of disrepair, or becomes a nuisance within the meaning of any provision of the Greene County Zoning Regulations, Subdivision Regulations, Building Regulations, health regulations, or is not maintained to the satisfaction of the Greene County Highway Department or Resource Management Department, the County shall provide the Developer/Association with written notification of any deficiencies, whereupon the Developer/Association will have thirty (30) days to correct any deficiencies. In the event the Developer/Association fails to correct any deficiencies in the maintenance of a common area as delineated by Greene County within thirty (30) days of receipt of notice, then the County may have the landscaping maintenance performed and the Developer/Association shall be billed for the cost of said landscaping. Greene County

may assess the costs of such maintenance or abatement in the same manner as assessments are levied by the Association, and the same shall be a levy and personal liability, to the same extent as other assessments under this Article."

**14. Architectural Committee.** The Architectural Committee shall meet when necessary to consider applications with respect to any matters that require the approval of the Architectural Committee as provided herein. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting. Every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee, and no act or decision made at any other time or in any other manner by the Architectural Committee or any member or members thereof shall be valid or binding or constitute a waiver of any provision of this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their reasonable discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the District, including but not limited to the consistency and harmony of the proposed work and improvements with the Developer's overall plans for the District and existing improvements in and the general appearance of the District, the potential impact on property values within the District and compliance with the specific requirements of this Declaration. All decisions of the Architectural Committee shall be in writing and delivered to the applicant.

**15. No Liability for Approval or Disapproval.** Neither the Developer, nor the Property Owners Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

**16. Covenants Running with Land; Enforcement.** The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during such Owner's seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the Dwelling Unit on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, the Owner of any of the Lots and the Property Owners Association, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the

observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

**17. Assignment of Developer's Rights.** The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Greene County, Missouri, to assign, convey, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

**18. Duration, Release and Modification of Restrictions.** The provisions of this Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the then Owners of fifty percent (50%) of the Lots may release the District from all or part of such provisions at the expiration of the initial period or at the expiration of any extension period by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least thirty (30) days prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of fifty percent (50%) of the Lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner.

**19. Extension of District.** The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to any street or right-of-way) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

**20. Severability.** Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

21. **No Governmental Obligation.** With exception of public streets and rights-of-way shown on the final plat of the Subdivision, nothing contained in these Covenants shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in the Covenants shall be construed as creating an obligation on the part of Greene County or any other governmental authority having jurisdiction over the common areas, including but not limited to detention areas to maintain, repair or replace any portion of the property, the common areas, easements, or any appurtenances thereto."

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

No Seal

SILVER BROOK, LLC,  
a Missouri Limited Liability Company

MGM Properties, Inc., Member

By: Rex Maples  
Rex Maples, Vice President

Attest:

Secretary

STATE OF MISSOURI )  
                                  ) SS  
COUNTY OF GREENE )

On this 22nd day of December, 2009, before me, Gretchen Palmisano, a Notary Public in and for said State, personally appeared Rex Maples, V. P. of MGM Properties, Inc., member of Silver Brook, LLC, known to me to be the person who executed the within Declarations of Covenant, Conditions, and Restrictions, Silver Brook Subdivision, in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Gretchen Palmisano  
Notary Public

My commission expires: 6/22/11

After recording, return to:  
Rick J. Muenks, Attorney at Law  
3041 S. Kimbrough Avenue, Ste. 106  
Springfield, MO 65807

GRETCHEN PALMISANO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County - Comm #07462029  
My Commission Expires June 20, 2011