

DECLARATION OF RESTRICTIONS  
OF  
SILVERLAKE

WHEREAS, Silver Lake Enterprises, Inc. is owner of real property in Cass County, Missouri, as set forth on a plat of Silver Lake, which plat was recorded on March 9, 1971, in the office of the Recorder of Deeds of Cass County, Missouri, under Recorder's document number 24290 and which plat encompasses real property located in the City of Raymore, Missouri, described in Exhibit A hereto attached.

WHEREAS, Silver Lake Enterprises, Inc. now desires to place restrictions on certain of said lots for the use and benefit of the present owners and for its future grantees.

NOW THEREFORE, in consideration of the premises, Silver Lake Enterprises, Inc., for itself and for its successors and assigns, and for its and their future grantees, hereby agrees that all of said lots in Silver Lake, except hereinafter provided, shall be and are hereby restricted as to their use in the manner hereinafter set forth, to-wit:

1. Definition of Terms Used: For the purposes of these restrictions the following definitions shall apply:

(a) The word "street" shall mean any street, terrace, boulevard, road or avenue of whatever name which is now or hereafter shown on the recorded plat or any amended or expanded recorded plat of Silver Lake, and which has now been, or may hereafter be, dedicated to the public, a homes association, or retained by Silver Lake Enterprises, Inc. for the purposes of a public street, boulevard, or for park purposes.

(b) The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

(c) The word "lot" may mean either any lot as now or hereafter platted or any

tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as now or hereafter platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth or as set forth in the individual deeds from Silver Lake Enterprises, Inc. or from its successors and assigns.

(d) A "corner lot" shall be deemed to be any such lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be a front street. Any other street contiguous to any such lot shall be deemed to be a side street.

2. Persons Bound By These Restrictions: All persons and corporations who now own or shall hereafter acquire any interest in any of said lots shall be taken and held to agree and covenant with the owner of said lots and with its successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residence buildings and improvements thereon for a period of twenty-five years from the date of these restrictions are recorded, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth. Any prior declaration of restrictions placed on the property described in Exhibit A is hereby revoked.

3. Land Use and Building Type: No lot shall be improved, used or occupied other than for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed three stories in height, together with necessary garage. These restrictions shall not prohibit a private detached garage or other outbuilding, no part of which shall be nearer the street than the rear line of the dwelling on said tract. Any such detached garage or outbuilding shall conform to the architecture and roof pitch of

the residence and prior to construction thereof shall have been approved by the Silver Lake Homes Association.

These restrictions shall not prevent said Silver Lake Enterprises, Inc., or its designated agents, from erecting temporary buildings, and using them or residences for office, sales or storage purposes during the development of said lots.

4. Dwelling Quality and Size: All dwellings shall be of high quality and workmanship, comparable to dwellings in the general area of similar size and cost. The ground floor area of the main structure of any residential building, exclusive of one story open porches and garages, shall not have:

- (a) less than Fourteen Hundred (1400) square feet for a one story dwelling
- (b) less than Seven Hundred Twenty (720) square feet on each level of a bi-level (two story) dwelling,
- (c) less than Fourteen Hundred (1400) square feet in the two floors designed as prime living area of a tri-level dwelling

5. Building Location: No building or any part thereof shall be located nearer the front lot line or nearer the side street line than the building set back lines shown on the plat, in no event shall any building be located on any lot nearer than thirty-five feet to any side street line.

However, the said Silver Lake Enterprises, Inc, reserves the right to alter and amend the set back lines and side lines restrictions of specific lots, but not to exceed ten feet, from time to time by filing an appropriate instrument in writing in the office of the Recorder of Deeds of Cass County, Missouri.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Reference is made herein to front and side building set back lines for the purposes of determining the location of any residence with respect to the adjoining street. In the case of the vacation or relocation of any said streets, changes may be made in any of said building set back lines, provided that such building set back lines shall in no case be established nearer to the new location of any of said streets than are the building set back lines shown on this plat with respect to the present location of said street and provided, further, that Silver Lake Enterprises, Inc. shall have the same privilege of changing the location of any such building lines so established as it has in the case of those shown on said plat of Silver Lake.

6. Easements: Easements for installation and maintenance of utilities, sewers and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities or sewers or which may change the direction of flow of drainage channels in the easement, 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.

7. Air Conditioning and Fuel Storage: No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence, nor shall

any metal tanks for the storage of fuel be erected or maintained above the surface of the ground.

8. Hedges, Fences and Boundary Walls: Any hedge, fence or boundary wall shall be ornamental and not disfigure the property or neighborhood. No part of any fence or boundary wall shall be nearer the street on which the dwelling fronts than the rear line of such dwelling. No fence or boundary wall exceeding seven feet in height shall be constructed within fifteen (15) years from the date hereof without the written consent of Silver Lake Enterprises, Inc. Any hedge on the front part of the property shall be kept trimmed to a height of not more than thirty-six (36) inches.

9. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Temporary Structures: Except as hereinbefore provided, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected on any tract or used at any time as a residence either temporarily or permanently.

11. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

12. Livestock and Poultry: No animals, livestock or poultry or any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and

provided further such dogs, cats or other household pets do not constitute a nuisance to the neighborhood.

13. Water Supply and Sewage Disposal: No individual water supply system or individual sewage disposal system shall be permitted on any lot. Silver Lake Enterprises, Inc. reserves the right to construct pipe lines, sewers and drains upon, over and across all easements and rights of way shown on the recorded plat.

14. Storage of Vehicles: No vehicle, truck, trailer, bus, or other vehicular apparatus, except passenger automobiles, shall be left or stored on said property, except in an enclosed garage. No boat shall be kept nearer the front street line of said lot than the rear line of the dwelling on the premises.

15. Basketball Goals and Tennis Courts: No basketball goal, other than one attached to a building, or any tennis court on a private lot, shall be nearer the front street line of said lot than rear line of the dwellings on the premises.

16. Lake and Recreational Area: Recreational activities on the lake adjoining the subdivision and know as Silver Lake shall be restricted so as to coincide with the regulations of the Missouri Division of Health and the terms of any and all contracts between the City of Raymore, Missouri, and any previous owners of the premises subject these restrictions for the purposes of supplying water to said city for drinking and sanitation purposes. Subject always to the above limitations, associated nonpowered or electric powered boating shall be permitted. Activities such as gasoline power boating, water skiing, and swimming shall be strictly prohibited.

17. Term: These covenants are to run with the land and shall be binding on the parties hereto and all parties and all persons claiming by, through, or under them for a

period of twenty-five (25) years from the date these covenants are recorded, and shall automatically be continued thereafter for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part, or to release the land or any part thereof from any one or more restrictions; provided that no changes, other than further restrictions, shall be made to the restrictions set forth in Paragraph 16 above, so long as Silver Lake is utilized as a water supply for the City of Raymore.

18. Nondiscrimination: No owner of a lot or residence in Silver Lake will refuse to sell or rent, after making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the property to any person because of race, color, religion, or national origin. Any restrictive covenant relating to race, color, religion, or national origin is recognized as being illegal and void and is hereby specifically disclaimed. Civil action for preventative relief may be brought by the United States Attorney General in any appropriate United States District Court against any person responsible for violation of the provisions of this paragraph.

19. Enforcement of Restrictions: All persons and corporations who now own or shall hereafter acquire any interest in said property shall have the right to proceed at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20. Severability: Invalidity of any one of these covenants by judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Silver Lake Enterprises, Inc. has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal hereto affixed this \_\_\_\_\_ day of February, 1971.

SILVER LAKE ENTERPRISES, INC.

By.

President

STATE OF MISSOURI

**COUNTY OF CASS**

On this 9<sup>th</sup> day of March, 1971, before me, the undersigned Notary Public, in and for said County and state, appeared Edward B. Thomson, Jr., to me personally known, who being by me duly sworn, did say that he is the President of Silver Lake Enterprises, 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 and sealed in behalf of said corporation by authority of its Board of Directors, and said Silver Lake Enterprises, Inc. acknowledges said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my notarial seal at my office in Harrisonville, Missouri, the day and year last above written.

X\_\_\_\_\_ Notary Public

My Commission Expires:



AMENDED DECLARATION OF RESTRICTIONS OF SILVER LAKE This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 1996, by a majority of the owners of the lots that are subject to the Declaration of Restrictions date March 9, 1971. and recorded with the Cass County Recorder of Deeds office on March 9, 1971, at Book 544, Page 412, and the Declaration of Restrictions of Silver Lake Refiling dated June 7, 1971, and recorded with the Cass County Recorder of Deeds's Office on June 18, 1971, in Book 544 Page 625.

WHEREAS, the above-referenced Declaration of Restrictions of Silver Lake at paragraph 17 provides as follows:

Term: These covenants are to run with the land and shall be binding on the parties hereto and all parties and all persons claiming by, through or under them for a period of twenty-five (25) years from the date these covenants are recorded, and shall automatically be continued thereafter for successive periods often (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part, or to release the land or any part thereof from any one or more restrictions; provided that no changes, other than further restrictions, shall be made to the restrictions set forth in paragraph 16 above so long as Silver Lake is utilized as a water supply for the City' of Raymore. (Emphasis added); And

WHEREAS, a duly called special meeting of all of the owners of lots subject to the above-referenced Declaration of Restrictions was called on the 19<sup>th</sup> day of May, 1996, whereas this Amended Declaration of Restrictions of Silver Lake was presented to said owners of lots subject to said restrictions for approval. As of this date there are 249 lots which are subject to the above-referenced Declaration of Restrictions and the owners of \_\_\_\_\_ of the lots subject to the said Declaration of Restrictions have approved the Amended Declaration of Restrictions by signing their names to the Declaration.

NOW, THEREFORE, pursuant to the grant of authority described above, a majority of the owners of lots subject to the above-referenced Declaration of Restrictions hereby amend specific

paragraphs of said Declaration of Restrictions of Silver Lake and specific paragraphs of said Declaration of Restrictions of Silver Lake Refiling as follows.

Paragraph 3 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

3. Land and Use Building Type: No lot shall be improved, used or occupied other than for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed three stories in height, together with necessary garage. These restrictions shall not prohibit a private detached garage or other outbuildings, no part of which shall be nearer the street than the rear line of the dwelling on said tract. Any outbuilding shall conform to the architectural design of the house. NO metal prefabricated buildings shall be erected or placed on any lot. No residence or structure shall be permitted to stand with its exterior in an unfinished condition for longer then five (5) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months without approval of the Board of Directors of the Silver Lake Homes Association. No residence shall be occupied until the exterior of such residence shall have been completed.

Paragraph 4 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

4. Dwelling Quality and Size: All dwellings shall be of high quality and workmanship, comparable to dwellings in the general area of similar size and cost, and all single family residential buildings must conform to the following standards. The floor living area of a single family dwelling with attached garage, and exclusive of any attached garage, porches, or breezeways and less than two (2) stories, shall be not less than twelve hundred (1200) square feet. The floor living area of a single family dwelling less than two (2) stories without an attached garage, shall not be less than thirteen hundred (1300) square feet. Any two (2) story family

Dwelling shall not be less than eight hundred (800) square feet of living area on the first floor and the minimum length shall be forty-two (42) feet, including any attached garage. Any one and a half (1 1/2) story family dwelling shall be not less than one thousand (1,000) square feet on the first floor.

Paragraph 4A of the declaration of Restrictions of Silver Lake Refiling is Amended to read as follows:

4A. Roofs: No residential dwelling shall have a flattop *roof*, and the roof of all dwellings shall be covered with high quality wood shingles, composition shingles equivalent to Owens-Coming Classic Driftwood, GAP Sentinel Weatherwood Shingles, Timberline or approved equal, or tile roofing with colors consistent with dwellings within the same housing development.

Paragraph 8 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

8. Hedges, Fences and Boundary Walls: Any hedge, fence or boundary wall shall be ornamental and not disfigure the property or neighborhood. No part of any fence or boundary wall shall be nearer the street on which the dwelling fronts than the center line of such dwelling OR farther forward than the adjacent neighbor's fence line. Any boundary wall or fence on a corner lot must be approved prior to construction. Undue obstructions of view of adjoining properties that would create a traffic or safety hazard are prohibited.

Paragraph 11 of the Declaration of Restrictions of Silver Lake is amended to read As follows:

11. Signs: Only one (1) sign, not greater in a size than five (5) square feet on one surface, may be placed on a lot; provided, however, during the periods when political signs are permitted by state law, a homeowner may display one (1) political sign in addition to the one (1) sign authorized by this covenant. No sign shall be placed closer to the street curb than ten (10) feet and real estate signs must be removed at the time of closing of the sale. All signs must be professional in appearance. One (1) "open" sign directing prospective buyers to a lot or home may be placed on a corner lot with the permission of the lot or homeowner where the sign shall be placed. "Open" signs may only be used during the actual time the property is open for inspection.

Paragraph 13 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

13. Water Supply and Sewage Disposal: No individual water supply system or individual sewage system shall be permitted on any lot. No removal of water from the lake for private use shall be permitted.

Paragraph 14 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

14. Storage of Vehicles: No vehicles, truck, trailer, bus, or other vehicular apparatus, except passenger vehicles, shall be left or stored on any lot except in an enclosed garage or secured behind privacy fencing that would shield the apparatus from view. No boat shall be kept nearer the front line of said lot than the rear line of the dwelling on the premises.

Paragraph 15 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

15. Basketball Goals and Tennis Courts: All basketball goals must always remain in proper working order with a net that is not torn or ripped. No part of the pole, brackets, backboard or rim may be bent or broken. No pole or portion of a pole may remain on any lot unless the pole is fully equipped with backboard, rim and net. If any of the above conditions or disrepair exist, including deteriorating paint, the homeowner agrees to correct them within thirty (30) days. The Silver Lake Homes Association Board of Directors may require that the goal be removed if it is not kept in good repair.

Paragraph 16 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

16. Lake and Recreational Area: Recreational activities on Silver Lake shall be restricted so as to coincide with the regulations of the Missouri Department of Health. Non-powered or electric powered boating shall be permitted. Activities such as gasoline power boating, water skiing and swimming shall be strictly prohibited. Ice sports are prohibited on Silver Lake.

Paragraph 17 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

17. Term: These covenants are to run with the land and shall be binding on the parties hereto and all parties and all persons claiming by, through, or under them for a period of ten (10) years from the date these covenants are recorded, and shall be automatically continued thereafter for successive periods of five (5) years each unless an instrument signed by a majority

of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part, or to release the land or any part thereof from any one or more restrictions. Any restriction may be brought before the homeowners at any time for review and alteration if a majority of the owners of the lots sign a declaration requesting such action.

Paragraph 19 of the Declaration of Restrictions of Silver Lake is amended to read as follows:

19. Enforcement of Restrictions: All persons and corporations who now own or shall hereafter acquire any interest in said property shall have the right to process at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Silver Lake Homeowners Association Board of Directors has oversight responsibilities to enforce all restrictions.

We, the undersigned, are the owners of a majority of the 249 lots in Silver Lake Subdivision which have been subjected to the above-referenced Declaration of Restrictions.

IN WITNESS WHEREOF, we have executed this "Amended Declaration of Restrictions of Silver Lake" on the dates set forth in our respective acknowledgements.