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Tara Mason
Recorder of Deeds

PATRICIA HILL

(Space above reserved for Recorder of Deeds certification)

1. **Title of Document:** Declaration / Covenants
2. **Date of Document:** June 7, 2019
3. **Grantor(s)** South Grove Estates, 3rd Addition
4. **Grantee(s)** South Grove Estates, 3rd Addition
5. **Statutory Mailing Address(s):**
1002 North Ranney
Silveston, MO 63801
6. **Legal Description:**

See attached;
Silveston, Missouri
7. **Reference Book and Page(s):** N/A

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUTH GROVE ESTATES, 3RD Addition

GRANTORS/GRANTEES: South Groves Estates, 3rd Addition

Greer's Grove Limited Partnership

This Declaration is entered into this 7th day of June 2019 by Greer's Grove Limited Partnership, a Missouri limited liability partnership, whose mailing address is 1002 North Ranney St., Sikeston, Missouri 63801 (the "**Developer**").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the following described real estate, located in the City of Sikeston, Scott County, Missouri, described as follows:

A tract or parcel of land being a part of the North Half (N1/2) of Section 13,
Township 26 North Range 13 East, City of Sikeston, Scott County, Missouri and
Being more fully described by metes and bounds as follows:

Beginning at the Northeast Corner of Greenbrier Estates, Second Addition to the

City of Sikeston, Scott County, Missouri; thence in a Northwesterly direction along the West R/W line of U. S. Highway 61 a distance of 897.42 feet along a curve to the right, having a radius of 5779.70 feet to the Southeast Corner of South Grove Estates, 2nd addition to the City of Sikeston, Scott County, Missouri; then S 71degrees 11'00" W. along the South line of South Grove Estates, 2nd Addition to the City of Sikeston, Scott County, Missouri a distance of 499.20 feet; thence S 28*23'59" E. a distance of 172.09 feet; thence N 73*15'34" E. a distance of 258.48 feet; thence in a Southeasterly direction along a curve to the left having a radius of 6387.09 feet a distance of 422.87 feet to the North line of Greenbrier Estates, Second Addition to the City of Sikeston, Scott County, Missouri; then N 88*05'00" E along the North line of Greenbrier Estates, Second Addition to the City of Sikeston, Scott County, Missouri a distance of 280.47 feet to the Point of Beginning, containing in all **4.86 acres**, more or less.

Being the property shown on the record plat of South Grove Estates, 3rd Addition (the "Subdivision") as recorded in the office of the Recorder of Deeds for Scott County, Missouri in Plat Book 16, Page 35 (the "Plat"). All references to lots, roads and easements hereinafter are to the items as shown on said Plat; and being the property shown on the record plat of South Grove Estates, 3rd Addition (the "Subdivision") as recorded in the office of the Recorder of Deeds for Scott County, Missouri in

Plat Book 16, Page 35 (the "Plat"). All references to lots, roads and easements hereinafter are to the items as shown on said Plat; and **WHEREAS**, it is the purpose and intention of Developer to enhance and protect the value, attractiveness, and desirability of the lots constituting the Subdivision; to

preserve the Subdivision as a commercial development; to protect the same against certain uses by the adoption of this Declaration; to apply the plan contained in this Declaration to all of the land described herein; to benefit, guard and restrict the current and future owners and tenants of the Subdivision; and to foster their health, welfare and safety.

NOW, THEREFORE, the undersigned hereby declare that all of the property shown on

The Plat, and each and every lot located therein, shall be subject to the covenants, conditions and restrictions, which shall **RUN WITH THE LAND**, and shall be binding upon all parties having any right, title or interest in any of said lots, and their heirs, successors, and assigns, and shall inure to the benefit of each owner of such lots.

1. **DEVELOPER.** As used herein, "**Developer**" shall mean and refer to Greer's Grove Limited Partnership, a Missouri limited liability partnership, including any designated agent(s) acting on its behalf, and any Related Party who may acquire all of the unsold property in the Subdivision owner by Developer. As used herein, a "related Party" shall mean any individual, corporation limited liability company, partnership, limited partnership or other such entity which, directly or indirectly is in control of, is controlled by, or is under common control with Greer's Grove Limited Partnership.
2. **EASEMENTS.** Utility and access easements are reserved as delineated on the Plat of the Subdivision. Utility easements may be used for the purpose of constructing, operating and maintaining wires, pipes, conduits or other transmission systems and appurtenances for electric, telephone, water, sewage, storm sewer, natural gas, video or cable television and all other services in the nature of public utilities. The roads and drives shall be used for access and shall not be obstructed.
3. **BUILDING APPROVAL.** No building shall be erected or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Developer (approval hereafter referred to as "Building Approval") as to the workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. All buildings shall be constructed of attractive, high quality materials. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Once approved, no change or alteration in the site plan or building plans and specifications may be made until such change or alteration has been submitted to and approved in writing by the Developer.
4. **DESIGN APPROVAL.** All applications to the Developer for Design Approval shall be accompanied by a plat in duplicate drawn to scale, showing the actual dimensions of the lot to be built upon, the size and location of the building, entryway, parking area, green space, landscaping, and other improvements to be erected, detailed construction plans, and other such information as may be reasonably requested by Developer to evaluate the proposed improvement. Builder shall also provide Developer a copy of all materials submitted to City of Sikeston for obtaining City building permits.

5. **USE.** The Subdivision shall be used solely for commercial purposes and no lot shall be used for any purpose other for that use applied for and permitted by Developer without written permission. No lot shown on the Plat of the Subdivision may be hereafter subdivided.
6. **MAINTENANCE.** Each lot and the improvements thereon shall be kept and maintained in a neat, clean, attractive, and orderly fashion. All parking areas, drives and sidewalks must be paved and maintained in a level, smooth and evenly covered condition with an impervious surface of concrete, asphalt, or material of equal quality, use and durability. Such areas must be kept in clean and orderly condition, and free of snow and ice. All land areas located between any building and property line, including street rights-of-way, not used for drives, walks or parking areas, must be attractively landscaped so as to present a reasonable attractive appearance at all times. Exterior surfaces of buildings and other improvements must be kept maintained in first class condition and repair at all times.
7. **TRASH/GARBAGE.** All trash, garbage and other waste shall be kept in sanitary containers located in the back of the lot and screened from view. All dumpsters and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. **NO NUISANCES.** No noxious, illegal or offensive activity shall be carried out on any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance.
9. **SIGNS.** No signs, billboards, or advertising devices except those used in the sale of this property shall be placed on any lot or building in said tract, except name and address signs of the occupants, which signs shall not exceed 64 square feet in size without written permission by Developer.
10. **SUCCESSORS DEVELOPER.** In the event Greer's Grove Limited Partnership or a Related Party no longer owns any part of the Subdivision, the City of Sikeston, Missouri shall automatically succeed to the rights and responsibilities of the Developer without the necessity of a written assignment.
11. **ENFORCEMENT.** The Developer or any lot owner shall have the right to enforce, by any proceeding at law or in equity to restrain violation, compel compliance, or recover damages, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration. If any such action shall be successfully brought, the party bringing the action shall also be entitled to recover its costs, including a reasonable attorney's fee, from the party violating or attempting to violate any of the provisions of this Declaration. Failure by any party to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.
12. **AMENDMENT.** The lot owners within the Subdivision may amend any provision of this Declaration at any time, but only upon approval by 100% of the votes of all lot owners. Any such amendment shall be effective upon the recording of an instrument signed by all of lot owners in the Subdivision.

- 13. BINDING EFFECT; TERM.** The terms, covenants, conditions, restrictions, and assessments contained in this Declaration shall take effect immediately upon this instrument being filed in the Office of the Recorder of Deeds of Scott County, Missouri, and shall be covenants running with the land. Each and all grantees in accepting conveyances of lots in this Subdivision shall bind themselves, their heirs, assigns, successors or legal representatives in the observance and performance of the reservations, limitations, restriction, conditions, easements and covenants herein set forth, for a period of 30 years from the date this Declaration is recorded, unless amended prior to each time in the manner set forth herein, after which time said covenants shall be automatically extended for successive periods of 10 years each, unless amended in the manner set forth herein.
- 14. SEVERABILITY.** Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one of such provisions shall for any reason be held to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

Greer's Grove Development, LLP

By: Stephanie Huff

By: Patricia H. Bill

STATE OF MISSOURI

COUNTY OF SCOTT

On this 7th day of June, 2019, before me appeared Stephanie Huff, to me personally known, who being duly sworn did say she is a general partner of Greer's Grove Development, LLP, a Missouri limited liability partnership, and that she has authority to execute the foregoing instrument on behalf of said limited liability partnership, and acknowledged that she executed the same as the free act and deed of said limited liability partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.



Irene Saling

Notary Public

My commission expires: 10-5-2020

STATE OF MISSOURI

COUNTY OF SCOTT

On this 7th day of June, 2019, before me appeared Patricia H. Bill, to me personally known, who being duly sworn did say she is a general partner of Greer's Grove Development, LLP, a Missouri limited liability partnership, and that she has authority to execute the foregoing instrument on behalf of said limited liability partnership, and acknowledged that she executed the same as the free act and deed of said limited liability partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.



Notary Public

My commission expires: 10-5-20

