

PROTECTIVE COVENANTS AND RESTRICTIONS

HATTIESBURG HILLS

Phase 4

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, James R. McKee, being the owner of the land described as: Hattiesburg Hills, a subdivision in Greene County, Missouri, does hereby adopt the following protective covenants and restrictions to run with the said lands even though such protective covenants and restrictions be omitted from and deed or instrument of conveyance of said lands, or any part thereof; said protective covenants and restrictions shall be construed independently, and in the event any of them should be declared void and for any reason unenforceable, the validity and binding effect of any other of said protective covenants and restrictions shall not be thereby impaired or affected; said restrictions and covenants shall not be so construed that the waiver of failures to enforce any breach of the restrictions and covenants shall be considered as waiving the necessity for the observance or the right of enforcement of any subsequent breach of the same or other and restrictions and covenants shall be enforceable by injunctions, or other proceedings at law or in equity against any future party or present party or parties infringing, violating, attempting to infringe or violate, or omitting to abide by said restrictions and covenants and in addition thereto any present or future owner or owners, occupants or occupant, of said lands, or any part thereof, may recover damages for the breach, infringement or violation of any such restrictions and covenants:

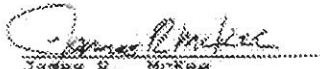
1. Setbacks per Greene County restrictions.
2. No building shall be erected, placed on or altered on any lot until the construction plan and specifications have been approved by said owner.
3. No old house or other building shall be moved or placed upon any lot.
4. No motor trucks, tractors, farm machinery, passenger cars shall be parked upon any street at any time except during construction, maintenance or repair of a dwelling thereon.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may or may become a nuisance to the neighborhood.
6. Easements: for installations and maintenance of utilities and drainage facilities are reserved as shown on plat recorded as Hattiesburg Hills, a subdivision in Greene County, Missouri.
7. All dwelling constructed on said lots shall contain a minimum of 1300 sq. ft. of living area and shall have at least a 2 car attached garage.
8. All dwellings shall have architectural shingles, at least 20% masonry veneer or stucco on front elevations, masonry to cover all exposed foundation on front elevation and side on corner lots, minimum pitch of roof shall be 6:12.

9. Animal limitations as follows: Two pets only, no farm animals.

10. No fences on front yards above 3 feet in height, 6 feet rear yards.

11. These restrictions and covenants are to be run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these restrictions are recorded after which time said restrictions and covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the owners of the lots covered by these restrictions and covenants having been recorded, agreeing to change said restrictions in whole or part, subject to Greene county approval.

IN WITNESS WHEREOF, the undersigned has caused these precedence to be executed this 17 day of September, 1997.


James R. McKee

State of Missouri, County of Greene.

ON THIS 17 DAY OF September 1997. Before me personally appeared James R. McKee to me known to be the owner of said land known as Hattiesburg Hills, and who executed the forgoing instrument and acknowledged that this is to be put into effect.

In testimony whereof, I have hereunto set my hand and affixed my seal at my office in Greene County, Missouri. The first day written above.

Notary Public:





My commission expires: January 13, 2001