



County of **GREENE** State of Missouri

GREENE COUNTY COMMISSION
RESOURCE MANAGEMENT DEPARTMENT
PLANNING & ZONING

940 Boonville Avenue
SPRINGFIELD MO, 65802
(417) 868-4005

KENT D. MORRIS, AICP
Planning Director

DAVID L. COONROD
Presiding Commissioner

DARRELL DECKER
Commissioner 1st District

JIM PAYNE
Commissioner 2nd District

March 3, 1998

James R. and Mary McKee
Greentree Properties, Inc.
6213 West Farm Road 94
Springfield, MO 65803

**RE: Declaration for Hattiesburg Hills Subdivision (27 Pages) &
Restrictive Covenants & Restrictions for Hattiesburg Hills
Subdivision (1 Page)**

Dear Mr. and Mrs. McKee:

Enclosed you will find the originals of the recorded documents in the above mentioned matter.

If you have questions or if we can be of further service, you may call our office at 868-4005 during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

Sincerely,

Kent D. Morris

Kent D. Morris, AICP, Director
Planning and Zoning Department

KDM:jh

cc: Joan Woolford
Tim Smith, PE

THIS DECLARATION is made September, 1997, by JAMES R. MCKEE AND MARY E. MCKEE, HUSBAND AND WIFE, AND GREENTREE PROPERTIES, INC., (the "DEVELOPER").

RECITALS

A. THE DEVELOPER OWNS A _____ (____) acre tract of land more or less located in Greene County, Missouri. The Tract (the "Property") consists of all of the land shown on the subdivision plat entitled HATTIESBURG HILLS, A SUBDIVISION, recorded among the records of Greene County, Missouri in Plat Book 55 at Page 27 (the "Plat").

B. The DEVELOPER desires to subject the Property, and the lots shown in the Plat (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements contracted on the Common Areas.

C. The DEVELOPER hereby declares that the Property shall be held, sold and conveyed subject to the Covenants

STATE OF MISSOURI
GREENE COUNTY
FILE FOR RECORD
SEP 25 AM 8 59
LINDA S. MONTGOMERY
RECORDER

038356

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Conditions and Restrictions set forth below.

ARTICLE I
DEFINITIONS

(a) "Association" means the HATTIESBURG HILLS COMMUNITY ASSOCIATION, INC.

(b) "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property and of additional lands as "open space", intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

(c) "DEVELOPER" means GREENTREE PROPERTIES INC., AND JAMES R. MCKEE AND MARY E. MCKEE, HUSBAND AND WIFE, and any successor or assign thereof to whom they shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom they shall expressly transfer and assign all of its rights, title and interest under this Declaration, or any amendment or modification of this Declaration.

(d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner", shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(e) "Property" means all of the land shown on the Plat and such additional land as may be subjected to this Declaration under the provisions of Article II below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

AND ADDITIONS THERETO

SECTION 1

All of the land shown on the Plat (the "Existing Property") shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The DEVELOPER, its successors and assigns, shall have the right for seven (7) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the land more particularly described on Exhibit A attached as a part of this Declaration. The additions authorized under this Section 2(a) shall be made by recording among the records of Greene County, Missouri a supplement to this Declaration, which need be executed only by the DEVELOPER and the owner of such additional land if the DEVELOPER is not the Owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

(b) Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Greene County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists to the supplement.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

SECTION 2

The Association shall have two classes of voting membership:

Class A. Except for the DEVELOPER (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the DEVELOPER. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all

such constituents cast more than one vote per Lot for each Lot owned by them. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the seventh anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceed the total number of votes entitled to be cast by the Class B member of the Association. Provided, however, the Class B membership shall be revived (and the DEVELOPER shall again be entitled to three votes for each Lot owned by the DEVELOPER) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the DEVELOPER, would result in the DEVELOPER having more than fifty percent (50%) of the votes of the Association were the DEVELOPER to have three votes for each Lot owned by the DEVELOPER instead of only a single vote for each Lot owned by the DEVELOPER.

ARTICLE IV
COMMON AREA
SECTION 1

The DEVELOPER shall grant and convey to the Association, and the latter shall take and accept from the DEVELOPER, the Common Areas shown on a subdivision plat of land which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens or similar liens or encumbrances. The Association shall hold the Common Area conveyed to it subject to the following:

(a) The reservation, to the DEVELOPER, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

(b) The reservation to the DEVELOPER, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewer Easement," "Open Space," and "Area Reserved for Future Road," or otherwise designated as an easement area, or on, over, under,

or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(c) The reservation to the DEVELOPER, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to the DEVELOPER, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

(e) The reservation to the DEVELOPER, its successors

and assigns, of the right to cut, bale and remove hay from the Common Areas conveyed to the Association.

SECTION 2

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools, and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained on the Common Areas for the use, comfort and enjoyment of the Owners, or the establishment, retention or

preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

SECTION 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

SECTION 5

The right of each Owner to use the Common Areas

shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation adopted by the Association now or in the future for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the DEVELOPER, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the DEVELOPER shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

The DEVELOPER shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed

upon the Lots for the benefit of the DEVELOPER, the Association and the Owners, and their respective legal representatives, heirs, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

SECTION 2

Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment

of the Common Areas, and any facilities thereon, to the members of his family, his tenants or to contract purchasers who reside on his Lot.

SECTION 3

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

SECTION 4

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or

transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purposes, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION 1

The DEVELOPER, for each Lot owned by it within the property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as provided in this Declaration. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18.0%) per annum accruing from their due date until payment is made, and the costs of collection and reasonable attorney's fees, shall be a charge on, and

continuing lien upon, each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18.0%) per annum accruing as set forth above, and costs and reasonable attorney's fees incurred or expended by the Association in collection, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

The assessment and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners in the same manner as real

property taxes assessed or assessable against the Lots) and insurance on the Common Areas.

SECTION 3

Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$25.00 per Lot which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5.0%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5.0%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association. Notwithstanding anything elsewhere set forth in this Declaration, DEVELOPER

shall not be responsible for assessments on lots they own.

SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The

amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment, however, such due date shall be a least forty-five ,(45) days after the date of such resolution.

SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of

the Lots and assessments applicable to the Lots which shall be kept in the office of the Association and shall be open to inspection by any Owner. If an annual or special assesment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18.0%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclosure the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title to the Lot be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date of the assessment.

SECTION 9

The lien of the assessments provided for in this

Declaration shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of his Lot.

ARTICLE VII

REPAIR AND MAINTENANCE OF LOTS

The owner of each Lot shall keep the Lot, and the buildings and other improvements on the Lot, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other

improvements on the Lot as provided in this Declaration, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term for forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. The Declaration may be amended during the first forty (40) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the records of the jurisdiction referred to in the Recitals to this Declaration.

Notwithstanding the above, any provision of this Declaration which would provide for the elimination of the Homeowners Association's duties to maintain the common areas or any amendment of the Protective Covenants and Restrictions, which would alter any obligation to maintain the stormwater detention facilities, drainage area, sediment basins or flood

plain in any common area of Hattiesburg Hill Subdivision shall require the written approval of Greene County, Missouri, before it shall become effective. Further, no amendment shall be made to dissolve the Homeowners Association without the written consent of Greene County, Missouri.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the DEVELOPER shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the DEVELOPER, may be exercised only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part of the Property or any Lots on the Property, for federally approved mortgage financing purposes under applicable Veterans' Administration,

Federal Housing Administration or similar programs. If the Veterans' Administration or the Federal Housing Administration or any successor agencies approve all or any portion of the Property or any Lots on the Property for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, the DEVELOPER have caused this Declaration to be recorded the date first above written.

James R. McKee
JAMES R. MCKEE

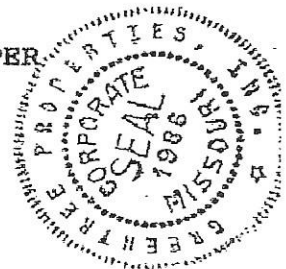
GREENTREE PROPERTIES, INC

BY: [Signature]

Mary E. McKee
MARY E. MCKEE

DEVELOPER

DEVELOPER



STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

CORPORATE ACKNOWLEDGMENT

On this 24th day of September, 1997, before me personally appeared Doug Garges to me known, who being duly sworn, did say that he is Assistant Secretary of GREENTREE PROPERTIES, INC., a Missouri Corporation, that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that the said Doug Garges acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



Kim H. Chaffin
NOTARY PUBLIC

STATE OF MISSOURI
COMMISSIONED IN GREENE COUNTY
COMMISSION EXPIRES: _____

COUNTY OF GREENE)

KIM H. CHAFFIN Notary Public
Greene County State of Missouri
My Commission Expires Mar. 21, 2000

On this 24 day of September, 1997, before me personally appear James R. McKee and Mary E. McKee, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument and who further acknowledged that they executed the same as their free act deed.

IN WITNESS WHEREOF, I have set my hand and seal at my office in Spring Greene County, Missouri



Charlotte McGowhe
NOTARY PUBLIC

STATE OF MISSOURI
COMMISSIONED IN GREENE COUNTY
COMMISSION EXPIRES : 9/5/98

Charlotte McGowhe Notary Public
Greene County State of Missouri
My Commission Expires Sept. 5, 1998

STATE OF MISSOURI }
COUNTY OF GREENE } ss.

IN THE RECORDER'S OFFICE

I, LINDA S. MONTGOMERY, Recorder of said County, hereby certify that the within instrument of writing was on the 24th day of Sept A.D. 1997, at 8 o'clock 59 minutes A M. duly filed for record, and is recorded in the records of this office. in Book 2534 Page 1249

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 24 day of Sept A.D. 1997
Linda S. Montgomery
LINDA S. MONTGOMERY, Recorder
Deputy

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 1200 sq. ft. of living area and shall have at least a 2 car attached garage.

8. All dwellings shall have 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 precedences to be executed this 17 day of Sept 1997.

James R. McKee
James R. McKee

State of Missouri, County of Greene.

ON THIS 17 DAY OF Sept 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:

Lyndel D. Link
Lyndel Link

My commission expires:

LYNDEL D. LINK Notary Public
Greene County State of Missouri
My Commission Expires Jan. 13, 2001

