

# PROTECTIVE COVENANTS AND RESTRICTIONS

## HATTIESBURG HILLS

### Phase 2

BK 2558 PG 0113

## HATTIESBURG HILLS

STATE OF MISSOURI  
COUNTY OF GREENE  
RECORDER'S CERTIFICATION  
98 JAN 22 AM 9 59  
BOOK 2558 PAGE 113  
LINDA S. MONTGOMERY  
RECORDER OF DEEDS

002950

WHEREAS, Greentree Properties, Inc., hereinafter referred to as the Developer, is the owner of that certain portion of land designated as Hattiesburg Hills Phase 2, a Subdivision in Greene County, State of Missouri, filed the 22<sup>nd</sup> day of January, 1998 in the Office of the Recorder of Deeds in and for Greene County, Missouri, and

WHEREAS, said land has been subdivided in accordance with the plat thereof, which plat is filed for record contemporaneously herewith in the Office of the Recorder of Deeds, Greene County, Missouri, and



WHEREAS, the Developer is also the owner of a certain portion of land which may be developed as an additional phase of Hattiesburg Hills, and

WHEREAS, a Declaration dated September, 1997 was previously filed by James R. McKee and Mary E. McKee, husband and wife, and the Developer at Book 2534, Page 1249 in the Office of the Recorder of Deeds in and for Greene County, Missouri (hereinafter "Declaration"),

IT IS AGREED that the terms, provisions, rights and obligations set forth in the Declaration (but not the Protective Covenants and Restrictions attached thereto) shall apply to and be binding upon the property and lots designated as Hattiesburg Hills Phase 2, a Subdivision in Greene County, Missouri, and any and all future-developed phases of Hattiesburg Hills.

IT IS FURTHER AGREED that the following covenants and restrictions shall apply to the land platted as Hattiesburg Hills Phase 2, a Subdivision in Greene County, Missouri:

1. The easements as shown in the recorded plat are hereby reserved for the installation

and maintenance of utilities, including, but not limited to, telephone, electrical, power, sewer and water services.

2. No building or improvement of any kind shall be erected, moved onto, or maintained on the premises herein described until the design and location thereof have first been submitted to, and approved, in writing, by the said Developer, agent or committee appointed by the said Developer, or upon relinquishment of all lots by said Developer, then by a committee elected by the owners of record of the majority of lots in said Hattiesburg Hills Phase 2. In the event that such committee is not in existence, the design shall be in harmony with other dwellings in the Subdivision. The Developer shall review the design submitted for a determination as to whether or not the same meets the requirements of these protective covenants. The Developer shall give its consent to construction within five (5) working days after receipt of said plans, or notify the owner of the disapproval of the submitted design within such time. If approval or disapproval is not given within ten (10) days, approval shall be implied. In any event, no dwelling shall have heated area less than 1,000 square feet, exclusive of garages, porches, and terraces. All fronts of any building should be parallel with the street line. All dwellings shall be single family under one roof. Each residence must include a garage measuring a minimum of 20' in depth by 12' in width,

3. All roofs shall have a least a 6-12 pitch.

4. No lot, tract or plot shall be used for other than residential purposes.

5. No trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently.

6. No building or improvement of any kind shall be erected on any lot nearer than 30 feet

to the front line, nor nearer than 6 feet to any side line, nor nearer than 15 feet to any side street lines. This line will be known as the set back on the plat.

7. No animals, livestock, or poultry of any kind shall be raised or kept on any lot except that no more than a total of two (2) dogs, cats or other "household" pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

8. No trucks or other commercial vehicles larger than one (1) ton capacity shall be parked or permitted to stand on, or adjacent to any of the lots affected by this indenture, except during deliveries or as necessary during construction of improvements. This shall not be construed to prevent the placing of such vehicles within an enclosed garage. No inoperable vehicles shall be parked in the subdivision for longer than 24 hours. In the event such vehicle remains longer than 24 hours, such vehicle shall be towed away at the owner's expense.

9. Existing grades on any lots shall be maintained as far as practical, except that any depressions may be filled so as to maintain the grade with the rest of said subdivision.

10. Garage doors are to be closed at all times, except for periods of yard work or temporary auto repair.

11. All firewood shall be stored in the rear of the residence or garage.

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

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and same shall not be kept except in sanitary containers.

14. No lot owner shall allow grass to grow higher than six (6) inches in height. If this provision is violated, the Developer may cut the grass, and the cost thereof shall be a lien against

the property. Bare areas in any yard created by vehicular or animal wear shall be immediately reseeded.

15. No dwelling shall be allowed to fall into extreme disrepair.

16. If any lot owner or person in possession of any said lot in Hattiesburg Hills Phase 2 shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons to prevent him or them from so doing or to recover damages or other amounts for such violation.

17. Location of any satellite receiver system or short wave radio antenna must be approved by the Developer.

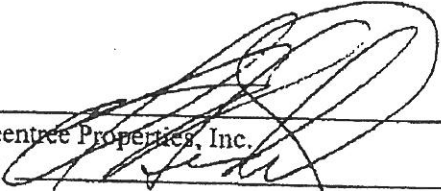
18. The restrictions herein provided shall continue hereafter until such time as the owners of a majority of the lots in said Hattiesburg Hills Phase 2, a Subdivision in Greene County, Missouri, shall show a proper instrument in writing, duly signed, acknowledged and recorded agreeing to release or change any or all of said restrictions. However, any amendment to the covenants and restrictions which would alter any obligation to maintain the common areas or any storm water detention facility, drainage area, or sediment basin in any common area of Hattiesburg Hills Subdivision shall require the written approval of Greene County, Missouri, before it shall become effective.

19. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, and they shall remain in full force and effect.

20. No fence shall be erected any closer than 4 feet from the front corner of the house. No fences shall be allowed in front of the house.

21. Violators of any of these covenants shall bear all costs of legal proceedings against them, and if not paid, such expenses shall become a lien against their property.


22. No signs shall be erected in any yard except a "For Sale" sign not to exceed 10" x 24".

Greentree Properties, Inc.  
By: 

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF GREENE    )

On this 9<sup>th</sup> day of January, 1998, before me personally appeared Charles Heidelberg to me known, who being duly sworn, did say that he is the President 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 he 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.

  
Notary Public

My Commission Expires 4-6-1998

