

**AMENDMENT TO HOLIDAY HILLS  
LAND DEVELOPMENT BLOCK 12  
SUBDIVISION RESTRICTIVE COVENANTS**

WHEREAS, Holiday Hills Development, hereinafter referred to as "the Developer", established the Holiday Hills Land Development Block 12 Subdivision Restrictive Covenants, a copy of which is marked Exhibit A and attached hereto; and

WHEREAS, all of the present owners of the thirty-three (33) lots located in Block 12 of Holiday Hills Subdivision, Wayne County, Missouri desire to amend the Holiday Hills Land Development Block 12 Subdivision Restrictive Covenants,

NOW, THEREFORE, the Holiday Hills Land Development Block 12 Subdivision Restrictive Covenants shall be amended as follows:

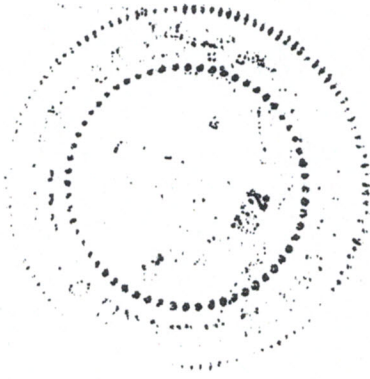
Paragraph 9 of the Holiday Hills Land Development Block 12 Subdivision Restrictive Covenants now reads as follows:

- "9. Manufactured homes (Doublewides) with pitched, shingled roofs and house type siding of 1200 square feet or more are accepted. No free-standing steps are allowed for more than three (3) months. Also, all manufactured homes must have solid foundations of concrete, concrete blocks or brick. Under no circumstances will any type of underpinning be allowed."

Paragraph 9 of the Holiday Hills Land Development Block 12 Subdivision Restrictive Covenants shall be amended to read as follows:

- "9. No manufactured homes or mobile homes of any type shall be erected on any of the lots in Holiday Hills Land Development Block 12 Subdivision Restricted Covenants."

This amendment shall be effective on the 27<sup>th</sup> day of MAY, 2008, however, any manufactured homes in existence on any lots shall be exempt from this amendment.



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BOOK 442 PAGE 605  
DARREN T. GARRISON  
WAYNE COUNTY RECORDER

**Holiday Hills Land Development  
Block 12  
Subdivision Restrictive Covenants**

WHEREAS, Holiday Hills Development, hereinafter referred to as "The Developer", is the owner of the following described real estate located in the County of Wayne, State of Missouri, to-wit:

All lots numbered 1 through 33 in Block 12 of Holiday Hills Subdivision, Wayne County Missouri.

NOW, THEREFORE, it is the intention that all of the said subdivision shall be subject to the restrictive covenants which are hereinafter set forth, except where specific exceptions are indicated in this document and that all of said lots, when sold, shall be sold subject to the restrictions which shall run with the land and shall be binding upon every owner of lots in the subdivision in the same manner as if they were set out in full in each contract and conveyance of or concerning any lot or any part thereof.

**RESIDENCES:**

1. Nothing but a private dwelling designed for the occupancy of one family shall be erected upon the lot, nor shall said dwelling or residence be used for any purpose other than as a residence. All dwellings shall be of the type generally used for new home construction. No metal buildings shall be allowed as a primary residence.
2. Except at the express permission of said developer, there shall be no commercial or business uses, including commercial or advertising signs. Lots 1, 2, 14, and 15 may be used for commercial with the approval of the developer. The lots shall be used for single-family residence purposes only. Casual yard sales of less than forty-eight (48) hours duration are exceptions and are allowed.
3. All residences shall be at least but not limited to 1200 square feet of living space
4. A basement may be used as a residence only during construction.
5. Prior to construction, the design and location of all structures must be approved by the developer. All structures must be completed within sixteen (16) months after beginning construction.
6. Earth Sheltered homes are an exception but must be pre-approved by the developer.
7. No trailer (see Residences: Restriction 7), tent, shack, barn or other outbuilding erected on the lot shall at any time be used as residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No structures or any part thereof, shall be erected on the lot within 75 feet of the front line of the lot.
9. Manufactured homes (Doublewides) with pitched, shingled roofs and house type siding of 1200 square feet or more are accepted. No free-standing steps are allowed

for more than 3 months. Also, all manufactured homes must have solid foundations of concrete, concrete blocks or brick. Under no circumstances will any type of underpinning be allowed.

#### **OUTBUILDINGS**

1. No building of any kind shall be erected or placed upon the lot unless it be a residence, or a building appended to a residence which said appended building must be constructed in general conformity and architectural design to the residence and the exterior siding and roofing matching the décor and building material of the primary residence. There shall be no outbuildings except storage sheds in the rear of the lots. These must be placed upon at least three (3) inches of concrete flooring more than twenty-five (25) feet from the nearest lot line.

#### **FENCING**

1. No fence shall be erected on the property in front of the residence, any fence constructed behind the residence shall be of chain link type, wooden shadow fence, woven wire, or decorative privacy fences.

#### **MISCELLANEOUS RESTRICTIONS**

1. No lot may be subdivided into a smaller tract or tracts.
2. No lot shall be permitted to accumulate garbage, rubbish, bottles, cans, or discarded materials or other deleterious substances and each lot shall have, for purposes of trash and refuse disposal, a receptacle with a lid placed at the curb side on the day of pick up for the purpose of trash pick up by a commercial or private trash hauler. Otherwise, the trash receptacles shall be screened from public view and protected from disturbance.
3. The owner of the property shall be required to keep the property clear of rubbish and brush and to keep the grass and weeds mowed on all improved property.
4. There shall be no animals, livestock or poultry of any kind raised, bred or kept on any lot except for up to three (3) small domestic pets, provided that they are not bred or maintained for commercial purposes.
5. There shall be no outside storage of commercial vehicles, unlicensed or inoperable automobiles, trucks or motorcycles. All derelicts shall be removed at the owner's expense.
6. There shall be no parking of construction equipment, such as backhoes, tractors, bulldozers, or large trucks (being more than twenty (20) feet in length) overnight on any lot, street, or roadway within the subdivision.

#### **EASEMENTS**

1. Holiday Hills shall retain an easement of fifteen (15) feet in width along each side of each lot within the subdivision for utility purposes of constructing, operating and maintaining wires, pipes, conduits or other transmission systems and appurtenances for electric, telephone, telegraph, water sewage, storm water, natural gas, video or cable television and all other services in the nature of a public utility, either under ground or above ground. Such easements shall include the right of ingress and egress for the purpose of construction and maintenance of said utilities, provided, however, that the surface will be left as nearly as possible to its original condition after any work is completed.

These restrictions may be enforced by the owner of any lot or by Holiday Hills Land Development through its designee by proceeding at law or in equity against any person or persons violating or attempting to violate any provisions of this declaration, either to restrain the violations or recover damages or both.

These restrictive covenants shall be filed in the Office of the Recorder of Deeds of Wayne County, Missouri, and shall be binding upon the parties hereto, future owners of the property hereinabove described and upon all persons or corporations claiming under the parties hereto for a period of twenty-five (25) year period, the owners of eighty percent (80%) of the lots may agree to change these covenants in whole or in part, after which time said covenants shall continue unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these covenants in whole or in part.

All covenants and agreements herein are expressly declared to be independent; nor shall any laches, waiver, estoppel, condemnation, or failure of title as to any part or parcel of said track known as Block 12 of Holiday Hills Land Development saving always the right of amendment, modification or repeal as hereinabove expressly provided.

IN WITNESS WHEREOF, the undersigned owners of Holiday Hills Land Development, Wayne County, Missouri have executed these restrictive covenants.

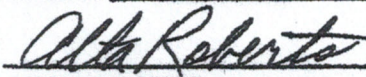
  
Frank Snellgrove, Owner-Partner

  
Ben Williams, Owner-Partner

State of ~~Missouri~~ <sup>Arkansas</sup> )  
County of ~~Wayne~~ <sup>Craighead</sup> ) SS

On this the 15th day of April, 2002, before me personally appeared the above mentioned person or persons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

  
ALTA ROBERTS, Notary Public

My Commission Expires: \_\_\_\_\_

